



Board of Selectmen
Meeting Packet
October 25, 2022

TOWN OF MEDFIELD
APPLICATION TO SOLICIT

DATE: 29 SEP 22

NAME: JACOB A. CRAM

HOME ADDRESS: [REDACTED]

TELEPHONE NO: [REDACTED] DATE OF BIRTH: 08/10/1998

SOCIAL SECURITY NO. [REDACTED] HEIGHT: 6' WEIGHT: 208
COLOR OF HAIR: BROWN EYES: HAZEL

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: [REDACTED] 11/08/10/2026

VEHICLE: YEAR 18 MAKE BMW PLATE NO. 1IR246 STATE RI

VEHICLE OWNER AND ADDRESS JACOB CRAM: [REDACTED]

NAME OF BUSINESS: POWER HOME REMODELING

BUSINESS ADDRESS: 201 JONES RD. WALTHAM, MA, 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: FREE ESTIMATES ON WINDOWS, ROOFING AND SIDING

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: OCT 1ST - JAN. 1ST

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 10/03/22

NAME: Anthony J Saster

HOME ADDRESS: [REDACTED]

TELEPHONE NO: [REDACTED]

DATE OF BIRTH: 11/12/1996

SOCIAL SECURITY NO. [REDACTED]

HEIGHT: 5"10" WEIGHT: 165

COLOR OF HAIR: Brown EYES: Blue

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: [REDACTED]

VEHICLE: YEAR 2019 MAKE Subaru PLATE NO. 2NE671 STATE MA

VEHICLE OWNER AND ADDRESS Anthony Saster [REDACTED]

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones R.D Waltham MA, 02451,

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free Estimates on Windows, Roof,

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: 10/04/22 - 12/31/22

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.
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[REDACTED]

Anthony Saster [REDACTED] 11/12/1996

APPROVED / DISAPPROVED

DATE: _____

TOWN OF MEDFIELD
APPLICATION TO SOLICIT

DATE: 9/29/2022

NAME: Sean Aguilar

HOME ADDRESS: [REDACTED]

TELEPHONE NO: [REDACTED]

DATE OF BIRTH: 11 April 1992

SOCIAL SECURITY NO. [REDACTED]

HEIGHT: 5' 10" WEIGHT: 190

COLOR OF HAIR: Brown EYES: Green

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: [REDACTED]

VEHICLE: YEAR 2012 MAKE Mercedes PLATE NO. VT12553 STATE MA

VEHICLE OWNER AND ADDRESS: Sean Aguilar [REDACTED]

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones Rd, Waltham, MA, 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free estimates on Windows, Roof, and Siding

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: October 1, 2022 - November 1, 2022

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.



Brittney Franklin <bfranklin@medfield.net>

Request for permit

Brittney Franklin <bfranklin@medfield.net>
To: Brittney Franklin <bfranklin@medfield.net>

Thu, Oct 20, 2022 at 1:38 PM

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

From: **Rick Fink** [REDACTED]
Date: Wed, Oct 12, 2022 at 10:15 AM
Subject: Request for permit
To: <bfranklin@medfield.net>

Hi Brittney,

Thank you for taking my call. As discussed, I want to host a community event on Wednesday, November 23 from 11:30 - 3:00 p.m.

The purpose is to provide Medfield's school children a fun and safe event following their early release from school.

We would like to provide entertainment and free food and drink for all members of the community as we head into Thanksgiving.

Hopefully this will turn into an annual tradition in Medfield.

Thank you for your time.

Sincerely,
Rick Fink



Brittney Franklin <bfranklin@medfield.net>

Re: Deerfield Drive

Brittney Franklin <bfranklin@medfield.net>
To: Brittney Franklin <bfranklin@medfield.net>

Thu, Oct 20, 2022 at 12:39 PM

On Fri, Sep 16, 2022 at 7:49 AM Will Lui <████████> wrote:
Hello Ms. Trierweiler,

Can you please advise as to the procedure to obtain time in a scheduled Town meeting to discuss and ongoing concern/issue with Deerfield Drive?

We would like to understand the town's position concerning this Drive and present the residents' views and understanding prior-to and after purchasing property and residing on Deerfield Drive.

Should there be another person to contact regarding this, please provide the contact and/or forward this email to the responsible party.

We appreciate your assistance regarding this issue. We look forward to your reply.

Best regards,
Will



TOWN OF MEDFIELD

Office of

DIRECTOR OF PUBLIC WORKS

MEDFIELD, MASSACHUSETTS

MAURICE GOULET

Director

TO: Board of Selectmen
FROM: Maurice Goulet, Director of Public Works

DATE: October 19, 2022

RE: Joint Purchase of Salt 2022-2023 Bid Results

It is hereby recommended that the following bids be awarded to the following responsive and responsible vendors in accordance with the Town of Medfield bid specifications:

- Rock Salt Primary Bidder: Eastern Minerals, Inc.
 Secondary Bidder: Morton Salt Co.
- Solar Salt Primary Bidder: Eastern Minerals, Inc.
 Secondary Bidder: Morton Salt Co.
- Treated Salt Primary Bidder: Eastern Minerals, Inc.
 Secondary Bidder: Morton Salt Co.

BID RESULTS: (\$ price per ton)

	<u>Rock Salt</u>	<u>Solar Salt</u>	<u>Treated Salt</u>
Eastern Minerals, Inc. (picked up price)	\$72.50 \$72.50	\$82.50 \$82.50	\$92.50 \$92.50
Morton Salt Co. (picked up price)	\$78.03 \$78.00	\$85.20 \$85.00	\$94.03 \$94.00
American Rock Salt (picked up price)	\$84.95 \$79.95	\$0.00 \$0.00	\$0.00 \$0.00
Cargill	No Bid	No Bid	No Bid
Mid-American Salt	Disqualified - No Bid Bond		



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2022-12

STATE CONTRACT # (if applicable) _____

This Contract is made this 25th day of October 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 Eastern Minerals, Inc., having a usual place of business at 134 Middle Street, Suite 210, Lowell MA 01852, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to deliver road salt for winter operations, 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 Quotation for Scope of Work and Compensation only (Attachment A) as a primary supplier. 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 road salt related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all goods are 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. **Delivery:** The Contractor shall deliver the Road Salt FOB to the Medfield Department of Public Works, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.

6. Contract Term: The Contract Term is as follows: October 25, 2022 through October 25, 2023 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay \$72.50 per ton delivered or picked up for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. 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.
9. 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 road salt industry currently practicing under similar circumstances. 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.
10. 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.
11. 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.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

- VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

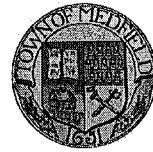
I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

ATTACHMENT

A



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2022-2023
(SODIUM CHLORIDE)
BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hanson, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he/she has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he/she will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he/she will take in full payment therefore the following unit price:

DELIVERY TO TOWNS

ROCK SALT (DELIVERED)

UNIT PRICE (written) Seventy Two Dollars and Fifty Cents per Ton

UNIT PRICE (figures) \$72.50

TEL # 617-884-0027

SOLAR SALT (DELIVERED)

UNIT PRICE (written) Eighty Two Dollars and Fifty Cents per ton

UNIT PRICE (figures) \$82.50

TEL # 617-884-0027

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (DELIVERED)**

UNIT PRICE (written) Ninety Two Dollars and Fifty Cents per ton

UNIT PRICE (figures) \$92.50

TEL # 617-884-0027

PICKED UP BY TOWNS

ROCK SALT (PICKED UP)

UNIT PRICE (written) Seventy Two Dollars and Fifty Cents per ton

UNIT PRICE (figures) \$72.50

PICKUP POINT Chelsea MA TEL # 617-884-0027

SOLAR SALT (PICKED UP)

UNIT PRICE (written) Eighty Two Dollars and Fifty Cents per ton

UNIT PRICE (figures) \$82.50

PICKUP POINT Chelsea MA TEL # 617-884-0027

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (PICKED UP)**

UNIT PRICE (written) Ninety Two Dollars and Fifty Cents per ton

UNIT PRICE (figures) \$92.50

PICKUP POINT Quincy MA TEL # 617-884-0027



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2022-2023
(SODIUM CHLORIDE)
BID FORM

SIGNATURE & TITLE Dorina G. Capillo
Dorina G. Capillo, Assistant Corporate Secretary

COMPANY Eastern Minerals Inc.

ADDRESS 134 Middle Street, Ste 210, Lowell MA 01852

EMAIL info@easternminerals.com

LOCAL REP. Jason Archambault

DATED October 3, 2022

STATEMENT OF BIDDER (1)

In accordance with the provisions of Chapter 701 of the Massachusetts Acts of 1983, the following statement is attached as part of the bid submitted.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other persons. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

DATE October 3, 2022


Donna G. Capillo
SIGNATURE Donna G. Capillo

Assistant Corporate Secretary

TITLE

Eastern Minerals Inc.

COMPANY

STATEMENT OF BIDDER (2)

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Eastern Minerals Inc.

*Signature of Individual or
Corporate Name (Mandatory)


By: Corporate Officer Donna G. Capillo
(Mandatory, if applicable) Assistant Corp
Secretary



**Social Security # (Voluntary)
or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G. L. 62C s. 49A.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2022-13

STATE CONTRACT # (if applicable) _____

This Contract is made this 25th day of October 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 Morton Salt Co., having a usual place of business at 444 W. Lake Street, Chicago, IL 60606, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to deliver road salt for winter operations, 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 Quotation for Scope of Work and Compensation only (Attachment A) as a secondary supplier. 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 road salt related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all goods are 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. **Delivery:** The Contractor shall deliver the Road Salt FOB to the Medfield Department of Public Works, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.

6. Contract Term: The Contract Term is as follows: October 25, 2022 through October 25, 2023 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay \$78.03 per ton delivered and \$78.00 picked up for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. 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.
9. 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 road salt industry currently practicing under similar circumstances. 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.
10. 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.
11. 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.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

- VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

ATTACHMENT

A



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2022-2023
(SODIUM CHLORIDE)
BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hanson, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he/she has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he/she will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he/she will take in full payment therefore the following unit price:

DELIVERY TO TOWNS

ROCK SALT (DELIVERED)

UNIT PRICE (written) Seventy eight dollars and three cents

UNIT PRICE (figures) \$78.03

TEL # 855-665-4540

SOLAR SALT (DELIVERED)

UNIT PRICE (written) Eighty five dollars and twenty cents

UNIT PRICE (figures) \$85.20

TEL # 855-665-4540

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (DELIVERED)**

UNIT PRICE (written) Ninety four dollars and three cents

UNIT PRICE (figures) \$94.03

TEL # 855-665-4540

PICKED UP BY TOWNS

ROCK SALT (PICKED UP)

UNIT PRICE (written) Seventy eight dollars and 00/100

UNIT PRICE (figures) \$78.00

PICKUP POINT Boston, MA TEL # 855-665-4540

SOLAR SALT (PICKED UP)

UNIT PRICE (written) Eighty five dollars and 00/100

UNIT PRICE (figures) \$85.00

PICKUP POINT Providence, RI TEL # 855-665-4540

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (PICKED UP)**

UNIT PRICE (written) Ninety four dollars and 00/100

UNIT PRICE (figures) \$94.00

PICKUP POINT Boston, MA TEL # 855-665-4540



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2022-2023
(SODIUM CHLORIDE)
BID FORM

SIGNATURE & TITLE

Anthony T. Patton *T. Patton*
Anthony T. Patton, Director, Bulk Deicing US Government Sales

COMPANY Morton Salt, Inc.

ADDRESS 444 W. Lake St, Suite 3000, Chicago, IL 60606

EMAIL bids@mortonsalt.com

LOCAL REP. Sales Rep. Deb Aten 570-479-2336

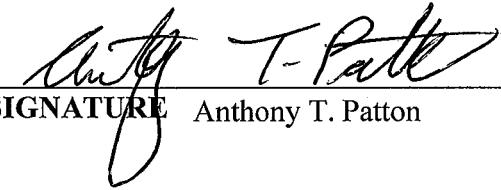
DATED 9/29/2022

STATEMENT OF BIDDER (1)

In accordance with the provisions of Chapter 701 of the Massachusetts Acts of 1983, the following statement is attached as part of the bid submitted.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other persons. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

DATE 9/29/2022



SIGNATURE Anthony T. Patton

TITLE Director, Bulk Deicing US Gov. Sales

Morton Salt, Inc.

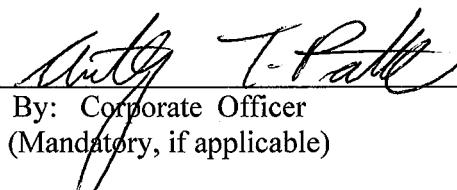
COMPANY

STATEMENT OF BIDDER (2)

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Morton Salt, Inc.

*Signature of Individual or
Corporate Name (Mandatory)


By: Corporate Officer
(Mandatory, if applicable)



**Social Security # (Voluntary)
or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G. L. 62C s. 49A.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT
CONTRACT # DPW 2022-11
STATE CONTRACT # (if applicable) _____

This Contract is made this 25th day of October 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 Green Mattress Recycling, LLC., having a usual place of business at 6 Industrial Road, Milford, MA 01747, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform mattress recycling work, 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 Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish mattress recycling services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **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: October 25, 2022 through December 31, 2023 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay \$35.00 per piece (ex. mattress or box spring) for the Program with a \$400.00 transportation fee for each container load (approx. 50 mattresses) in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care. 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 mattress recycling industry currently practicing under similar circumstances. 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. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations, as well as private industry standards, relating to proper transportation, recycling and disposal of mattresses and will comply fully therewith.
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

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

- VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

ATTACHMENT

A



6 Industrial Road
Milford MA 01747
Phone: 508-488-6867

DATE 10/7/2022
Quotation # 575
Customer ID

Quotation For:

Quotation valid until: 12/7/2022

Name Maurice Goulet
Company Name Town of Medfield
Street Address 135 N Meadows Rd
City, ST ZIP Code Medfield MA
Phone
mgoulet@medfield.net

Prepared by: Aaron Uehara

Comments or Special Instructions: 16,000 residents, 1600/year, 133/month

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
50	Picked up unit	\$ 35.00	\$ 1,750.00
1	Transportation fee (per trip)	\$ 400.00	\$ 400.00
	Non-recyclable surcharge	\$ 10.00	
	Rejectable surcharge	\$ 15.00	
	Total		\$ 2,150.00
	Other		\$ -

A unit is a mattress or box spring, split box springs are considered two separate units

If you have any questions concerning this quotation, contact Aaron Uehara, 508-488-6867,
pickup@greenmattressco.com.

THANK YOU FOR YOUR BUSINESS!



Green Mattress Recycling is committed to providing the best mattress recycling service possible for our partners, communities and environment. While we continue to evolve and grow as a company, reaching the highest recycling yields possible is one of our highest priorities. To do so we rely on our customers to assist us in keeping their mattress and box springs in a recyclable state. When mattresses are not managed properly, we are unable to recycle a significant percentage of the foam and textile material. This results in poorer recycling outcomes, significantly higher trash costs and possible rejection of the mattresses.

While we have accepted some unrecyclable and rejectable units in the past, for us to continue to do so will require an additional unrecyclable or rejectable surcharge. While we anticipate that some of our partners may have unique needs, we are happy to discuss and attempt to accommodate where we can.

Effective July 1st, we will begin to classify recyclable, non-recyclable and rejectable mattresses or box springs as they are picked up or delivered. We will continue to use our slips to record mattress conditions.

We consider a recyclable unit to be a dry and manageable mattress or box spring. Mild and dry bodily fluids stains are common, and do not disqualify a unit from being recyclable. Because we unload and cut by hand, recyclable units must be physically manageable. Hydraulic machinery might be able to

delicately move units, but often results in a crumpled ball, rendering the unit unrecyclable, from a handling and 'cut-by-hand' perspective.

A non-recyclable unit is a unit that is wet and/or physically unmanageable. If a unit is wet, our process cannot accept the unit. We do not have the space, physical facility or time to dry it. If machinery mangles a unit before it gets to our door, again our crew is unable to recycle an otherwise recyclable material.

A rejectable unit requires special handling and direct disposal. These are units that are unsafe to handle, preventing us from being able to recycle any of the material. This includes units that are infested with bed bugs, heavily soiled with bodily fluids (blood and feces) or other hazardous fluids, units that have absorbed so much water it requires multiple people to move it and/or "dead beds." Dead beds are units that have been in contact with a decomposing body creating a biohazard.

Green Mattress Recycling understands that there may be an adjustment period. We hope that we can provide enough advanced notice to avoid disruptions as your business starts to ramp up. If you have any questions, please do not hesitate to contact Aaron (Aaron@greenmattressco.com) or Adam (Adoorly@greenmattressco.com).

Best regards,

Green Mattress Recycling

Recyclable Units:

- Must be **dry**
- Must be in **reasonable shape**
- Must **not** be **excessively dirty or rancid**
- Urine stains are recyclable, unless **rancid**



Non-Recyclable Units

- Units that are **wet**
- Units that are **crushed** with hydraulic machinery
- Units that are **excessively dirty or rancid**



Rejected Units

- Are **soaking wet**, requiring **3+ people to move**
- Are **infested with bed bugs**
- Are **biohazardous to our crew**
 - “dead bed” with decomposition
 - Covered in feces
 - Have been used to soak up and clean waste sites

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF MEDFIELD AND
THE MEDFIELD POLICE LEAGUE, MCOP LOCAL 257**

WHEREAS, the Town of Medfield (“Town”) is a municipal corporation organized under the laws of the Commonwealth of Massachusetts with an address of 459 Main Street, Medfield, Massachusetts 02052;

WHEREAS, the Medfield Police League, MassCOP Local 257 (“Union”) is the exclusive bargaining representative pursuant to G.L. c. 150E, for certain patrol officers, superior officers and civilian dispatchers employed by the Medfield Police Department (“Department”);

WHEREAS, In light of the current staffing levels of the Department, the Town and Union (“Parties”) wish to offer an alternative shift assignment structure, as detailed herein;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree to the following:

1. **Alternative Shift Schedule**: The Town agrees to offer the following alternative shift schedule, as described below, on a temporary basis for a period of six (6) months from the execution of this Agreement. At the end of the six (6) month trial period, the new alternative shift shall cease to exist unless, however, the Parties jointly agree to extend the trial period or codify the alternative schedule into the Parties’ collective bargaining agreement. The Parties agree that the trial period shall run from October 30, 2022 to April 29, 2023. All terms of this agreement thus expire at the expiration of April 29, 2023 unless extended by mutual agreement in writing.

Twelve (12) hour shifts: 11:00AM-11:00PM or 7:00PM-7:00AM; at least three (3) officers assigned to each of the two (2) new alternative shifts. The shift rotation would be two (2) days on, followed by two (2) days off. Officers ultimately assigned to a twelve (12) hour shift will only be ordered in for more than an additional four (4) hours, amounting to a maximum shift length of sixteen (16) hours total. The alternative shifts shall be filled via shift bid based on the principles of seniority

In the event that at least six (6) officers do not sign up for the new alternative shifts, this agreement shall be rendered null and void and all terms herein shall cease, including the payment of any compensation owed hereunder. In such an event, the Department would revert to the current shift schedule (eight (8) hour shifts; four (4) days on followed by two (2) days off).

If the new alternative shifts are adequately staffed (three (3) officers on each of the two (2) shifts) and additional officers show interest and actually request placement on the same, the Department will add the additional officers to the 7:00PM-7:00AM shift first before the Department expands the 11:00AM-11:00PM shift.

2. Compensation for Officers Assigned to Alternative Shift: All those officers who bid for and are assigned to an alternative shift shall receive the following:
 - a. A one (1) time, lump sum payment of \$2,000, less applicable withholdings. Said payment shall be made within the first pay period following the start of the trial period.
 - b. The alternative twelve (12) hour shift amounts to a weekly increase in average hours worked from 37.38 to 42 hours. As such, the officers assigned to the alternative shift shall receive compensation commensurate with their increase in weekly hours worked.
 - c. Each officer assigned to the alternative shift shall receive one-half ($\frac{1}{2}$) the maximum annual stipend incentive for officers assigned to the Safety Officer specialty assignment, pursuant to Section 2(a) of the collective bargaining period between the Parties.
 - d. Paid Time Off (including vacation and sick leave) shall accrue commensurate with the increased hours each pay period due to the increased shift length.
 - e. Officers who bid for and are assigned to the 7:00PM-7:00AM shift shall receive a night differential of \$11 per shift actually worked.
3. Overtime for Midnight Shifts: Officers who work midnight overtime, taken on a voluntary basis, shall receive premium pay at two (2) times said officer's base pay for said overtime hours worked. This benefit shall only be applicable during the trial period and shall not continue beyond the same, except by mutual written agreement of the Parties.
4. Holiday Leave Incentive: Regardless of shift assignment, officers who receive pay, rather than time off, for holidays that occur during the six (6) month trial period shall receive one-and-one-half (1.5) times said officer's base pay for all hours paid for said holidays. This benefit shall only be applicable during the trial period and shall not continue beyond the same, except by mutual written agreement of the Parties.
5. Sick Leave Incentive: During the pendency of the above-referenced trial period, all officers, regardless of assigned shift, shall receive eight (8) hours of straight pay for each forty-five (45) calendar day period that the officer does not utilize sick leave. This incentive shall not continue beyond the trial period, unless agreed to by the Parties.
6. Union's Waiver of Claims/Release of Liability: The Union hereby releases and forever discharges the Town, their agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees") for all claims or causes of actions regarding the establishment of the above-referenced twelve (12) hour alternative shifts, including any claims under the collective bargaining agreement, G.L. c. 150E and any and all other claims or causes of action related to the same.

7. Knowing and Voluntary; Review by Counsel: The Parties each agree and acknowledge that they have carefully read and fully understand all of the provisions of this Agreement, and that they are entering into this Agreement knowingly and voluntarily. The Parties further each agree that they have had the opportunity to review and discuss this Agreement with counsel, and that, to the extent that they desired to do so, they have done so without interference prior to executing this Agreement.
8. Interpretation and Enforcement of Agreement: This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and may be enforced only in and by the courts located in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction over this matter.
9. Severability: Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.
10. Completeness of Agreement; Integration: This Agreement, executed in triplicate and each copy of which shall be considered an original, contains all of the terms and conditions agreed upon by the Parties with reference to the subject matters contained herein. Except as set forth herein, no other agreement, oral or otherwise, will be considered to exist or to bind any of the Parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and any of the Parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be supplemented, rescinded, waived, modified or amended, except by a written instrument signed by all Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

For the Town of Medfield:

Gustave H. Murby, Board of Selectmen

Date

Osler Peterson, Board of Selectmen

Date

Eileen Murphy, Board of Selectmen

Date

Michelle Guerette, Chief of Police

Date

For the Union:

Alicia Walsh
Alicia Walsh

10/19/22
Date

Informational



Fios® TV Content Update

We were unable to reach an agreement to continue carrying Nexstar's programming before our agreement expired on October 14, 2022. We do not currently have the rights to provide this programming, and it will be temporarily removed from the Fios TV lineup.

Rest assured, we understand that you value Nexstar's content, and we are working hard to reach a deal that will allow you to keep enjoying the programming you love.

For a full list of channels affected and updates, visit verizon.com/Nexstar.



TOWN OF MEDFIELD

BOARD OF APPEALS ON ZONING

459 Main Street
Medfield, MA 02052

ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, November 9, 2022, via **Zoom** to hear the following petition(s):

- **Metaxia Mitropolous (applicant/owner)** seeks a special permit under MGL Chpt 40A §9 and/or Medfield Zoning Bylaw §300-14.10.H.(2)(d) to allow a Home Occupation (home bakery). The property is located at 6 Tallwood Drive in the RT Zoning District and is shown on Assessors' map 06 as lot 028.
- **Thomas & Maureen Blume (applicant) and Sears/Amichetti (owners)** (per Barnstable Probate Court Docket # BA20P0994EA) seek a finding under MGL Chapter 40A Section 6 that the lot is grandfathered under dimensional requirements for Residence Use District AA; requirements in effect in 1964. The Property is located Off High Street (#0); Assessors' Map 28 Lot 041; RS Zoning District with Secondary Aquifer Overlay.
- **John Perkins & Suzanne Siino (applicant/owners)** seek an appeal of the building commissioners determination pursuant to MGL ch 40A §8 that an area of the dwelling does not constitute a family apartment under Medfield Zoning Bylaws. The property is located at 358 Main Street; Assessors' Map 43 Lot 070; RS Zoning District with Secondary Aquifer Overlay.
- **Richard & Shalagh Sabourin (applicant/owners)** seek an appeal of the building commissioners determination pursuant to MGL ch 40A §8 that the fence height exceeds 6' and/or a variance pursuant to MGL ch 40A §10. The property is located at 4 Wildwood Drive; Assessors' Map 44 Lot 084; RS Zoning District with no Aquifer Overlay.

ABUTTER



***This meeting will be held remotely on Zoom.** Instructions to view or listen to the meeting are included on the meeting agenda on the Town's website. All town boards and other interested parties wishing to be heard should appear at the time and place designated. The applications and plans may be viewed on the ZBA's webpage on the Town's website at www.town.medfield.net.

John J. McNicholas, Chair
Board of Appeals on Zoning

HOMETOWN WEEKLY

- October 20, 2022
- October 27, 2022

Most applications and plans are available on the Town's website:

www.town.medfield.net > Boards and Committee > Zoning Board of Appeals

Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or sraposa@medfield.net

Note: Applications may be heard out of order at the Board's discretion

ZOOM INFORMATION

Join from a PC, Mac, iPad, iPhone or Android device:

[https://medfield-](https://medfield-net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09)
net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09

Passcode: 164161

The Zoom link is also available on the Town's website (under "Calendar" or "Agenda Center")

There will be a distinct portion of the meeting for public comments on cases. Use the raise hand or Q&A feature as directed during the meeting.
Or join by phone: Dial (for higher quality, dial a number based on your current location):

**+1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833
or +1 253 215 8782 or +1 346 248 7799**

Webinar ID: 831 5976 8365 / Passcode: 164161

(enter *9 to raise hand)

Please note: phone users will not be able to view materials on the screen, however, documents are available on the ZBA's webpage for viewing at your convenience.

**Please contact Town Planner Sarah Raposa
at sraposa@medfield.net
or (508) 906-3027 (office) or
Work Cell / Text: (339) 206-1773 (after hours)
with any issues.**

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