



Warrant Committee
Meeting Packet
February 21, 2023

TOWN OF MEDFIELD
WARRANT FOR THE ANNUAL TOWN ELECTION
MARCH 27, 2023

Norfolk, ss

To the Constables of the Town of Medfield in Said County, Greetings:

In the Name of the Commonwealth, you are directed to notify and warn the Inhabitants of the Town of Medfield, qualified to vote in elections and in town affairs, to meet at the Center at Medfield on Ice House Road in said Medfield on **MONDAY, THE TWENTY-SEVENTH** day of March, A.D. 2023 at 6:00 o'clock A.M., then and there to act on the following purpose:

To choose all Town Officers required to be elected annually by ballot, viz:

One Moderator for One Year

One Selectmen, One Assessor, Two School Committee Members, Two Library Trustees, Two Park Commissioners and Two Trust Fund Commissioner for Three years.

One Member of the Planning Board

Question: Board of Selectmen name change

Shall this town approve the charter amendment proposed by the town meeting summarized below?

Summary:

Change Board of Selectmen and Selectmen/Selectman to Select Board or Select Board Member in Articles 3, 4, and 10 and throughout other articles and sections of town charter, as specified in Article 15 of 2022 Annual Town Meeting Warrant and vote thereon, on file in Town Clerk's office.

Yes () No ()

The polls will open at 6:00 o'clock A.M. and shall be closed at 8:00 o'clock P.M.

And you are directed to serve this Warrant by posting an attested copy thereof, in the usual place for posting warrants in said Medfield, seven days at least before the time of holding said Town Election.

Hereof fail not and make due return of this Warrant with your doings thereon, unto the Town Clerk at the time and place of the Town Election aforesaid.

Gustave H. Murby, Sr., /s/

Eileen M. Murphy, /s/

Osler L. Peterson, /s/

BOARD OF SELECTMEN

By virtue of this Warrant, I have notified and warned the inhabitants of the Town of Medfield, qualified to vote in elections and at town meetings, by posting attested copies of the same at five public places, seven days before the date of the elections, as within directed.

Constable:

Date:

A TRUE COPY ATTEST:

Marion Bonoldi
Town Clerk



TOWN OF MEDFIELD
Office of
Marion Bonoldi, TOWN CLERK
459 Main Street
Medfield, Massachusetts

(508) 906-3024
Fax: (508) 359-6182
mbonoldi@medfield.net

February 21, 2023

Dear Board of Selectmen:

In accordance with Massachusetts General Law, Part I, Title VIII, Chapter 54, Section 12, the Town Clerk's requests a vote to appoint Ms. Tracey Klenk as Warden of the Local Town election to be held on Monday, March 27, 2023 for Precincts 1 through 4.

The Town Clerk also requests a vote to appoint the following as Inspectors for the Local Town Election, to be held Monday, March 27, 2023

Laura Mulready
Heidi Erickson
Liz Sandeman
Linda Kimball
James Feeney
Christine Babson
Maureen Lifsitz
Lid Frawley
Andrea Sullivan
Theresa Knapp
Annette Costello
Robert Costello
Molly Sliney
Bill Southwick
Wendi Ayer
Kim Price
Sharon Tatro

Sincerely,

Marion Bonoldi
Town Clerk



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, RE: MEDFIELD – INTERSECTION DESIGNS – BRIDGE STREET @ RTE 109 & WEST MILL STREET @ ADAMS STREET

CONTRACT # DPW 2023-01

STATE CONTRACT # (if applicable) _____

This Contract is made this 21st day of February 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Nitsch Engineering Inc. of 2 Center Plaza, Suite 430, Boston, MA 02108 (hereinafter referred to as the "Consultant").

WITNESSED:

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

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

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

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

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, February 21, 2023 to June 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$14,900.00 for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses.
8. Consultant's Standard of Care: The Consulting Design Engineering Firm shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Consultant represents that it is familiar with and knowledgeable about all applicable federal and state statutes and regulations, as well as private industry standards, including but not limited to traffic engineering, including intersection design.
9. Consultant's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

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

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

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

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

14. Termination:

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

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

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

15. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Nitsch Engineering Inc. of 2 Center Plaza, Suite 430, Boston, MA 02108 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

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 Consultant 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.

(Consultant)

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 Consultant 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 consultant

principal place of business is at _____,

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

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

February 6, 2023

Mr. Maurice Goulet
Director of Public Works
Town of Medfield
55 North Meadows Road
Medfield, MA 02052

RE: Nitsch Proposal #15444.P
Medfield Intersections
Transportation Engineering Design Services
Medfield, MA

Dear Mr. Goulet:

Nitsch Engineering is pleased to submit this proposal to you (the Client) to provide professional transportation engineering design services associated with improvements at the following two (2) intersections in Medfield, Massachusetts:

- Adams Street/West Mill Street; and
- Bridge Street/Main Street (Route 109).

Nitsch Engineering understands that the Client intends to use "in-house" staff to construct minor improvements to both intersections, as described in a report issued by Nitsch Engineering dated January 28, 2021. The report described improvements consisting of minor geometric changes, roadway paving, proposed signs, and pavement markings. The Client now desires the preparation of construction details, graphics, and an approximate estimate of construction materials needed to construct these improvements. These documents will be prepared in an 8 1/2-inch-by-11-inch format ("book job") and will not include any field survey.

Our design Scope of Services will follow Town of Medfield (the Town) standards. The following Scope of Services outlines our work effort for this project. This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF SERVICES

Nitsch Engineering will provide professional transportation engineering design services to accomplish the following tasks:

1. Attend a kick-off meeting with the Client (in-person) to review the site and confirm the limits and scope of work;
2. Perform a site visit to review and confirm physical features (from the 2021 report), issues, and constraints, and take field measurements to be used in calculating construction material quantities;
3. Prepare a Construction Plan that depicts improvements to be made superimposed over an aerial photographic base. The plan will not be a "to-scale" plan, but rather will generally outline the work to be performed within the overall project limits;
4. Prepare various construction details as needed to depict specific material and dimensions for elements such as sidewalks, asphalt berm, granite curb, full depth pavement, or others if included in the proposed work;
5. Prepare a calculation book (quantity estimate) of the work items/material described on the plans; and

SCOPE OF SERVICES – continued

6. Meet/Consult with the Town to review the proposed designs. Any comments will be incorporated into the final submittal.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

1. Performing geotechnical investigations.
2. Performing hydrological studies.
3. Performing traffic counts or traffic signal design.
4. Preparing Right-of-Way or Easement Plans.
5. Preparing any permit applications.
6. Performing services during construction.

ASSUMPTIONS

1. The Client does not require a field survey or utility research of any kind.
2. The deliverable plans and construction quantities will be submitted in an 8 ½-inch-by-11-inch format (not to scale).
3. The Client will coordinate/notify abutters as needed and no public outreach is required by Nitsch Engineering.
4. There are no state or federal wetlands within 200 feet of the project limits.
5. Nitsch Engineering assumes that the work consists of standard construction materials and items as described in the Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges 2020 Edition. Therefore, no additional specifications will be developed as part of this work.
6. The work is assumed to take place within the existing right-of-way. Existing street lines and property lines (if available from the Town Assessor Department) will be shown graphically and will be approximate. The Client will prepare any rights-of-entry and/or coordinate with affected abutters.
7. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
8. Nitsch Engineering assumes that no changes/additions will be required to the existing drainage system and any structures within the project limits may simply need to be adjusted slightly to meet proposed roadway surface elevations.

TIME AND MANNER

Nitsch Engineering is prepared to begin work immediately upon receipt of this executed proposal and documents to be provided by the Client.

Nitsch Engineering anticipates substantial completion of Phase I within 90 working, not calendar, days thereafter. Timing of completion of subsequent tasks can be determined once the task commences. The completion of field tasks will be subject to weather conditions affecting the required fieldwork and circumstances beyond Nitsch Engineering's reasonable control.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms, as attached. The lump-sum cost for these services is **\$14,800**. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without verbal approval from the Client.

All expenses (i.e., prints, postage, delivery service, mileage, etc.) are to be considered over and above the estimated labor cost. The ESTIMATED cost for these expenses is **\$100**.

ADDITIONAL SERVICES

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval from the Client.

METHOD OF PAYMENT

Costs incurred on this project will be billed monthly on a percentage complete of lump-sum basis, as outlined in the attached Standard Contract Terms. Payment will be due 10 days after receipt of the invoice.

A retainer will not be required for this contract.

TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by April 28, 2023. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

Mr. Maurice Goulet: Nitsch Proposal #15444.P
February 6, 2023
Page 4 of 4

Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms meet with your approval, please sign the Client Authorization section below and return this proposal and the Standard Contract Terms to us for our files.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.



Stephen Farr, PE, ENV SP, LEED Green Associate
Vice President, Deputy Director of Transportation Engineering

SDF/ajc

Enclosures: Standard Contract Terms

P:\15000-16999\15444 Medfield 2 Int\Contract\Draft Agreements\Medfield Proposal.docx

Approved by:



John Michalak, PE, ENV SP
Director of Transportation Engineering

CLIENT AUTHORIZATION

This proposal and Standard Contract Terms are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch to proceed with providing the Scope of Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

Such acceptance provides full authorization for Nitsch to proceed with providing the Scope of Services under the terms and conditions stated herein.

Town Treasurer (Signature)

Date

Printed Name and Title

State Aid Program - Project Request

Project Name: Ch 90-Medfield-Intersection

Designs (Bridge Street & West Mill)

Application Date: 2/13/2023

Applicant Information

Municipality	MEDFIELD
District	District 3

Municipal Contact

Name	Maurice Goulet
Title	Director of Public Works
Email	mgoulet@medfield.net
Phone	(508)906-3002
Address	55 North Meadows Road
Zip Code	02052

Grant Type

Grant Type	Chapter 90
Project Type	Consultantservices

Nature of Request

Scope of Work	Design two intersections for reconstruction
Desired Start of Construction Date	02/14/2023

Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

Total Estimated Cost	\$14,900.00
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Attach Preliminary Estimate:

[Medfield Proposal.pdf](#)

CHAPTER 90 Details

Contract No.	DPW 2023-01
Bridge No.	
Length	0
Width	0
Typical section details	
Surface	
Base course	
Foundation	
Shoulders/Sidewalk	

Work to be done

Force Account
 Advertised Contract
 Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. 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.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

CERTIFICATION

Signed:	<i>Maurice Goulet</i>	
Director of Public Works	02/13/2023	
Highway Official's Title	Date	
Accounting Official's Title	Date	
Date	Duly Authorized Municipal Officials	
Date	Municipal (Others)	
Date	Municipal (Others)	

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



Winter Recovery Assistance Program Reimbursement Request

City/Town: Medfield

Project

Name: Main Street Resurfacing

Contract # 118272

The municipality was apportioned \$ 255,729.77 in Winter Recovery Assistance Program (WRAP) funding of which \$ 255,729.77 is requested for reimbursement now.

- 1) Attached are forms which document payment of approved expenditures \$ 255,729.77 totaling for which we are requesting \$ 255,729.77 at the approved reimbursement rate of 100%.
- 2) The total WRAP funding expended to date is \$ 255,729.77 including this payment.
- 3) Has the WRAP Project Report been submitted for this reimbursement? Yes No
If no: complete the [WRAP Project Report online](#)¹ before submitting this request.
- 4) Remarks:

WRAP Project Report has been submitted.
Main Street Resurfacing was completed by installing a bonded wearing course pavement.

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

(Signed)

(Municipal Highway Official Title)

02/09/2023

(Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

_____ (Accounting Officer's Title)

_____ (Duly Authorized)

DATE: _____

Submit this form to the District State Aid Engineer and Highway Director.

¹ <https://www.mass.gov/forms/project-report-form-winter-recovery-assistance-program-wrap>



Project Report Form - Winter Recovery Assistance Program (WRAP)

This report is required to be completed in advance of each reimbursement request submitted to MassDOT for the Winter Recovery Assistance Program (WRAP).

NOTE: Only use this form to report on completed WRAP projects during the reimbursement process. This is not a project approval form. Per the WRAP guidelines, no MassDOT project approval is required before starting a project.

Thank you!

The form submitted successfully

CONTACT

Local aid district contacts

Address

District 1

270 Main Street, Lenox, MA 01240

Directions (<https://maps.google.com/?q=270+Main+Street%2C+Lenox%2C+MA+01240>)

District 2

811 North King Street, Northampton, MA 01060

Directions (<https://maps.google.com/?q=811+North+King+Street%2C+Northampton%2C+MA+01060>)

District 3

499 Plantation Parkway, Worcester, MA 01605

Directions (<https://maps.google.com/?q=499+Plantation+Parkway%2C+Worcester%2C+MA+01605>)

District 4

519 Appleton Street, Arlington, MA 02476

Directions (<https://maps.google.com/?q=519+Appleton+Street%2C+Arlington%2C+MA+02476>)

District 5

1000 County Street, Taunton, MA 02780

Directions (<https://maps.google.com/?q=1000+County+Street%2C+Taunton%2C+MA+02780>)

District 6

185 Kneeland Street, Boston, MA 02111

Directions (<https://maps.google.com/?q=185+Kneeland+Street%2C+Boston%2C+MA+02111>)

Phone

District 1 Local Aid Office (857) 368-1036 (<tel:8573681036>)

David Stokes, District State Aid Engineer

District 2 Local Aid Office (857) 368-2217 (<tel:8573682217>)

Stefan Szulc, District State Aid Engineer

District 3 Local Aid Office (857) 368-3011 (<tel:8573683011>)

James Marine, Assistant Administrator or Michael O'Hara, State Aid Engineer at (857) 368-3226

District 4 Local Aid Office (781) 641-8300 (<tel:7816418300>)

Karyn Ramshaw, Administrator at (781) 862-1560 or Allison Saffie, Assistant State Aid Administrator

District 5 Local Aid Office (857) 368-5025 (<tel:8573685025>)

Sean M. Sullivan, State Aid Manager

District 6 Local Aid Office 617-680-5522 (<tel:6176805522>)

Bryan Sutherland, District State Aid Engineer, Bryan.P.Sutherland@dot.state.ma.us



(/)

All Topics (</topics/massachusetts-topics>)

Site Policies (</site-policies>)

Public Records Requests (</topics/public-records-requests>)

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STATE AID REIMBURSABLE PROGRAMS- MATERIALS - HED 454 FORM

Updated 12/2017

City/Town of: Medfield

PROJECT NAME: **Main Street Resurfacing**

PROGRAM TYPE: Chapter 90 ○ Muni Bridge ○ Complete Streets ○ Other • WRAP

MATERIALS for period beginning 1-Aug-22 and ending 31-Aug-22
both inclusive, on account of Contract No. 118272 with MassDOT Highway Division,

*"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.
Signed under the penalty of perjury."*

Maurice Goulet

2/9/2023

Supervisor / Foreman

Date

Town Accounting Approval

Date



All States Construction, Inc.

All States Materials Group ®

PO Box 91
Sunderland, MA 01375
413-665-7021

This Invoice Was Prepared For You By:

Crystal McCormick
ar@asmg.com

To: Town of Medfield MA
55 North Meadows Road
Medfield, MA 02052

Invoice: 1113655

Date: 08/26/22

Payment Terms: Net 30

Invoice Due Date: 09/25/22

Pay Application No: 1

Contract: 220023- T/O Medfield, MA; Bonded Wearing Course

Customer: 51529

Item	Description	Current Quantity	UM	Unit Price	Current Total
123-01	Paver PI Surf Trmt Type A	46,430.000	SY	7.750	359,832.50
123-99	Asphalt Adjustment	1,802.720	TON	11.700	21,091.82
153-01B	Police	0.000	Ls	2,615.650	0.00
156-01	Adjust Structures	67.000	EA	400.000	26,800.00
156-01C	Structures Rebuilt	0.000	VF	325.000	0.00
156-01V	Structure Remodel	0.000	EA	520.000	0.00

Payment Split:

WRAP \$255,729.77

Ch.90 Mainst \$151,994.55

\$407,724.32

Contract 220023- Billing Summary	407,724.32
Total Billed:	407,724.32
Less Retainage:	0.00
Amount Due:	<u>\$407,724.32</u>

An Equal Opportunity Employer

Massachusetts Department of Transportation - Highway Division
Agreement **Amount Range:**

Originating Office: Budget **Agreement #:** 118272

Agreement Type: Other: **Project ID:** WRAP

Project/Location: Winter Recovery Assistance Program (WRAP)

Vendor/Party Name: TOWN OF MEDFIELD

Vendor/Party Address: 459 Main Street, Medfield, MA 02052

Original Max. Obligation: **Completion Date/Duration:** 6/30/2023

NTP Date: 7/1/2022 **Federal Aid Number:** --

Description:

Winter Recovery Assistance Program (WRAP) is for (1) rehabilitation, reconstruction, resurfacing or preservation of roadways and appurtenances; (2) repair or replacement of traffic control devices, signage, guardrails and storm grates or (3) road striping or painting.

Funds distributed to each municipality in the Commonwealth based on road mileage. WRAP related contracts encompass contracts 118098 to 118448. All physical work must be completed by 6/30/2023.

Appropriation: 6112-2250

Medfield's appropriation: \$255,729.77

Submitted By:

Cassandra Gascon 6/8/22
 Community Grants Prgm. Administrator Date

Approved By:

Carrie LaMallee 6/26/2022
 Chief Engineer Date

Susan Woods 06/08/22
 Budget/C.E.P.O. Date

Owen P. Kane 6/27/22
 General Counsel Date

Anna Dolata 6/8/2022
 Director of Contracts & Records Date

N/R
 Highway Administrator Date

AD

DOT AWARD 03-25-2010 Item Number: W-20

Date: 7/27/2022

AD



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



AGREEMENT
NOTICE TO PROCEED

August 10, 2022

Town of Medfield
459 Main Street
Medfield, MA 02052

Agreement Number: 118272
Action Item #: 20
Action Item Date: June 27, 2022

Dear Maurice Goulet:

Enclosed is a signed copy of your agreement with the Massachusetts Department of Transportation, Highway Division.

This agreement is relative to the Winter Recovery Assistance Program (WRAP) in Medfield.

In accordance with the terms of this agreement, you are hereby notified to commence work on July 1, 2022. The work is scheduled to be completed on June 30, 2023.

Thank you,

Miguel A. Sanchez

Miguel A. Sanchez
Supervisor, Contracts & Records

cc: Fiscal
Contracts & Records

E-Mail: C. Gascon

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: (and d/b/a): TOWN OF MEDFIELD	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4,T&C): 459 Main Street, Medfield MA 02052	Business Mailing Address: 10 Park Plaza, Boston MA 02116
Contract Manager: Maurice Goulet	Billing Address (if different):
E-Mail: mgoulet@medfield.net	Contract Manager: Cassandra Gascon
Phone: 508-906-3002	E-Mail: Cassandra.Gascon@dot.state.ma.us
Contractor Vendor Code: VC6000191875	Phone: (857) 368-4636
Vendor Code Address ID (e.g. "AD001"): AD001.	Fax: n/a
(Note: The Address Id Must be set up for EFT payments.)	
MMARS Doc ID(s): 118272	
RFR/Procurement or Other ID Number: Chapter 42, Section 2E, Acts of 2022.	

NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <ul style="list-style-type: none"> <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 State or Federal grants 815 CMR 2.00) (Attach 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/justification, scope and budget) 		CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20_____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <ul style="list-style-type: none"> <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, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding. **MassDOT TERMS AND CONDITIONS** MassDOT 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 MassDOT/Commonwealth owed debts under 815 CMR 9.00.
 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.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____.

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: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); 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.)
 Winter Recovery Assistance Program (WRAP) is for (1) rehabilitation, reconstruction, resurfacing or preservation of roadways and appurtenances; (2) repair or replacement of traffic control devices, signage, guardrails and storm grates or (3) road striping or painting. Funds distributed based on road mileage.

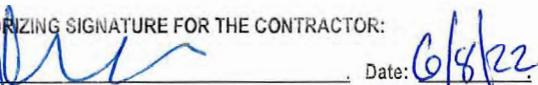
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
2. may be incurred as of _____ a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of **July 1, 2022**, 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 and MassDOT from further claims related to these obligations.

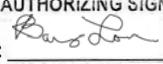
CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the 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 MassDOT Terms and Conditions <https://www.mass.gov/doc/massdot-terms-and-conditions-0/download> or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in **801 CMR 21.07**, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X:  Date: 6/8/22
 (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)
 Print Name: Kristine Tierschler
 Print Title: Town Administrator

AUTHORIZING SIGNATURE FOR MassDOT:

 Date: 07/27/2022
 (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)
 Print Name: Barry Lorion
 Print Title: District Highway Director



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



TO: MA Comptroller Office
FROM: Cassandra Gascon, Community Grants Program Administrator
DATE: July 7, 2022
RE: Contract No. 118272 – Town of Medfield
SUBJECT: Standard Contract – Anticipated Start Date

Due to delays in the processing and execution of the attached contract please be advised the package for Contract # 118272 is being submitted after the contract start date. The project needs required the work to start on July 1, 2022, a date earlier than contract execution, in order for the vendor to complete the work within the allowed spending timeframe.

Any audit issues that arise will be the responsibility of the Massachusetts Department of Transportation.



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



April 28, 2022

Kristine Trierweiler
Town Administrator
459 Main Street
Medfield, MA 02052

Dear Kristine Trierweiler:

We are happy to announce \$100,000,000 in statewide funding for the Winter Recovery Assistance Program, also known as WRAP. WRAP provides supplemental funding to cities and towns for improvements to their transportation networks in response to this past winter's harsh weather. Program funding is allocated using a formula based on a municipality's share of local roadway mileage. Medfield's WRAP funding apportionment is \$255,729.77 based on its locally owned mileage of 76.681327629999998.

WRAP is a reimbursement-based program, and municipalities must enter into an agreement with MassDOT before incurring any costs. Funding must be spent on eligible expenses in order to be reimbursed by MassDOT, and municipalities must submit online project reports with each reimbursement request. Please only begin WRAP work after receiving a Notice to Proceed from MassDOT. To initiate the contracting process, email WRAPReporting@dot.state.ma.us with the contact information (including email address) of your municipality's authorized signatory. The spending deadline for WRAP funding is **June 30, 2023**.

Additional program details including contracting, eligible costs, project reporting, and key deadlines are available online at www.mass.gov/winter-recovery-assistance-program-wrap. Thank you for your commitment to improving the Commonwealth's transportation infrastructure.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor



Program Overview - Winter Recovery Assistance Program (WRAP)

Provides cities and towns with funding to improve their transportation networks in response to harsh winter weather. Funds must be spent by June 30, 2023.

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[Contact](#) (#contact)

[Related](#) (#related-)

Overview

In April 2022, Governor Charlie Baker approved \$100M in funding for the Winter Recovery Assistance Program, also known as WRAP. The program is administered by MassDOT. WRAP provides supplemental funding for cities and towns to improve their transportation networks in response to harsh winter weather.

This is a reimbursement-based program, meaning that funds are provided to communities after project costs are incurred. Each municipality must enter into a contract with MassDOT for WRAP before work begins. No MassDOT project approval is necessary for the use of funding. However, funding must be used on eligible project expenses in order to be reimbursed by MassDOT. Specific items that are eligible for the use of WRAP funding are detailed below. Project reporting to MassDOT is required when requesting

reimbursement. First operating in 2014 then again in 2015, WRAP has proven to be successful in assisting communities with their transportation needs after facing difficult winter conditions.

Funding Distribution

WRAP funding is distributed via a formula based on each municipality's share of locally owned road mileage. Municipalities are notified of their WRAP funding allocation through a letter from Governor Charlie Baker. [Apportionments can also be found online \(/info-details/funding-apportionments-winter-recovery-assistance-program-wrap\).](#)

Monies for each specific city or town will be encumbered by MassDOT. This results in the monies being obligated on the Commonwealth's accounting system for the purpose of providing the reimbursement of bills paid by the cities and towns for WRAP projects.

Contracting Process and Spending Deadlines

Each municipality must enter into a contractual agreement with MassDOT for the use of WRAP funding before work begins. This funding program is separate and distinct from other MassDOT funding programs, including Chapter 90. To initiate the contracting process, email

WRAPReporting@dot.state.ma.us with the contact information (including email address) of your municipality's authorized signatory. All municipalities will be provided with the appropriate contract documents in order to get the funding agreement in place as soon as possible. Work may not proceed until a Notice to Proceed is provided by MassDOT for the contract.

Municipalities must spend their WRAP funding allocation by June 30, 2023. As such, all contracts will have an expiration date of June 30, 2023. Obligating funding towards a project does not count as spending. Actual costs for work conducted must be incurred between the MassDOT Notice to Proceed and the contract end date. Since this funding must be spent by the end of State Fiscal Year 2023 (June 30, 2023), no contract extensions will be provided. Any program funds left unspent by this date are no longer available for use.

Project Approval and Eligible Costs

Once a municipality has received Notice to Proceed for their WRAP funding agreement, no project requests or approvals are necessary from MassDOT before a municipality begins work utilizing WRAP funding. However, it is imperative that WRAP funding is used only on eligible items in order to ensure reimbursement of expenses. Eligible items are listed below.

Eligible WRAP Costs

- Rehabilitation, reconstruction, resurfacing or preservation of roadways and appurtenances (including sidewalks and bike lanes/paths)
- Repair or replacement of traffic control devices, signage, guardrails, and storm grates
- Road striping or painting

Police detail and traffic control costs are not eligible for reimbursement. Any costs that are not eligible for WRAP funding will not be reimbursed and shall be paid for by the municipality. WRAP funding, a state funding source, is applicable to all federal, state, and local procurement and prequalification regulations and guidelines, just like Chapter 90 funding, for example.

Requesting Reimbursement and Reporting

WRAP is a reimbursement-based program, which means that municipalities are reimbursed for eligible expenses after costs are incurred. In order to receive award funds, recipients must submit the following via email to their District State Aid Engineer after expenses are incurred. Up-to-date State Aid Engineer contact information can be found on the [Chapter 90 website](#) ([/chapter-90-program](#)).

- [WRAP Reimbursement Request](#) ([/doc/winter-recovery-assistance-program-reimbursement-request/download](#))
- [Payroll \(600\) Form](#) ([/doc/payroll-600-form/download](#)) (if necessary)
- [List of Materials \(454 Form\)](#) ([/doc/list-of-materials-454-form/download](#)) (545 Form)
- Required supporting documentation

Before submitting a reimbursement request, the municipality must first complete the online [WRAP Project Report Form](#) ([/forms/project-report-form-winter-recovery-assistance-program-wrap](#)). A link to the form is available on the WRAP Reimbursement Request. The form should take no more than ten minutes to complete and collects general project information. Reimbursement will not be provided if the form is not complete. This form helps MassDOT meet its legislatively mandated program reporting requirements.

Once all necessary information has been provided, MassDOT will process payment to the account set up specifically for this purpose. This reimbursement process is the same as that used for Chapter 90 and Complete Streets Funding Program projects. All WRAP reimbursement requests for costs incurred up to June 30, 2023 must be received by the respective MassDOT Highway Division District State Aid Engineer contact by July 15, 2023. Reimbursement requests must be clearly marked as Winter Recovery Assistance Program.

If the total amount of reimbursement requests submitted to MassDOT for WRAP is less than the total funds originally allocated, the remainder of this funding will be de-obligated and as a result, no longer available to the municipality. In the event that a city or town's contractor claims to be unavailable due to other work, said contractor will be allowed to sub-contract work related to WRAP. Cities and Towns will be reimbursed by September 30, 2023, for their expenditures pertaining to WRAP up to the specified allocated amount as per the letters sent from Governor Baker in April 2022.

Contact

Local aid district contacts

Phone and email

District 1 Local Aid Office (857) 368-1036 (tel:+18573681036) David.Stokes@dot.state.ma.us
David Stokes, District State Aid Engineer

District 2 Local Aid Office (857) 368-2217 (tel:+18573682217) Stefan.Szulc@dot.state.ma.us
Stefan Szulc, District State Aid Engineer

District 3 Local Aid Office (857) 368-3011 (tel:+18573683011) Michael.OHara@dot.state.ma.us
James Marine, Assistant Administrator or Michael O'Hara, State Aid Engineer at (857) 368-3226

District 4 Local Aid Office (781) 862-1640 (tel:+17818621640) Karyn.Ramshaw@dot.state.ma.us
Karyn Ramshaw, Administrator at (781) 862-1560

District 5 Local Aid Office (857) 368-5025 (tel:+18573685025) Sean.M.Sullivan@dot.state.ma.us
Sean M. Sullivan, Acting State Aid Manager

District 6 Local Aid Office (857) 368-6162 (tel:+18573686162) Elie.Roditi@dot.state.ma.us
Elie Roditi, Assistant Administrator

Fax

District 1 Local Aid Office (413) 637-0309

District 2 Local Aid Office (857) 368-0200

District 3 Local Aid Office (857) 368-0310

District 4 Local Aid Office (781) 862-1673

District 5 Local Aid Office (508) 880-6102

District 6 Local Aid Office (857) 368-0109

Address

District 1
270 Main Street
Lenox, MA 01240

Directions (<https://maps.google.com/?q=270+Main+Street%2C+Lenox%2C+MA+01240>)

District 2
811 North King Street
Northampton, MA 01060

Directions (<https://maps.google.com/?q=811+North+King+Street%2C+Northampton%2C+MA+01060>)

District 3
499 Plantation Parkway
Worcester, MA 01605

Directions (<https://maps.google.com/?q=499+Plantation+Parkway%2C+Worcester%2C+MA+01605>)

District 4
519 Appleton Street
Arlington, MA 02476

Directions (<https://maps.google.com/?q=519+Appleton+Street%2C+Arlington%2C+MA+02476>)

District 5
1000 County Street
Taunton, MA 02780

Directions (<https://maps.google.com/?q=1000+County+Street%2C+Taunton%2C+MA+02780>)

District 6
185 Kneeland Street
Boston, MA 02111

Directions (<https://maps.google.com/?q=185+Kneeland+Street%2C+Boston%2C+MA+02111>)

HOUSE **No. 4578**

House bill No. 4532, as amended and passed to be engrossed by the House. March 9, 2022.

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Second General Court
(2021-2022)**

An Act making appropriations for fiscal year 2022 to provide for supplementing certain existing appropriations and for certain other activities and projects.

Whereas, The deferred operation of this act would tend to defeat its purposes, which are forthwith to make supplemental appropriations for fiscal year 2022 and to make certain changes in law, each of which is immediately necessary to carry out those appropriations or to accomplish other important public purposes, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. To provide for supplementing certain items in the general appropriation act
2 and other appropriation acts for fiscal year 2022, the sums set forth in section 2 are hereby
3 appropriated from the General Fund unless specifically designated otherwise in this act or in
4 those appropriation acts, for the several purposes and subject to the conditions specified in this
5 act or in those appropriation acts, and subject to the laws regulating the disbursement of public
6 funds for the fiscal year ending June 30, 2022. These sums shall be in addition to any amounts
7 previously appropriated and made available for the purposes of those items. These sums shall be
8 made available until June 30, 2023

9 SECTION 2.

109 June 30, 2022. Any transfers under this section shall be made by the comptroller not later than
110 June 30, 2022.

111 TRANSPORTATION

112 *Massachusetts Department of Transportation*

113 1595-6380 For an operating transfer to the Massachusetts Transportation Trust Fund,
114 established in section 4 of chapter 6C of the General Laws, for grants to municipalities for a
115 winter recovery assistance program; provided, that funds may be expended for transportation
116 projects including, but not limited to: (1) the rehabilitation, reconstruction, resurfacing or
117 preservation of roadways and appurtenances; (2) the repair or replacement of traffic control
118 devices, signage, guardrails and storm grates; or (3) road striping or painting; provided further,
119 that funds shall be distributed using a formula based on each municipality's share of road
120 mileage; and provided further, that not later than December 30, 2022, the Massachusetts
121 Department of Transportation shall submit a report to the house and senate committees on ways
122 and means and the joint committee on transportation that shall include, but not be limited to: (i) a
123 list of all municipalities that received funding for projects through these grants; (ii) the amount of
124 grant funds awarded to each municipality; and (iii) a description of the projects implemented in
125 each municipality \$100,000,000

126 Commonwealth Transportation Fund.....100%

127 EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT

128 *Department of Housing and Community Development*

Request For Allocation of Funds Prior to Encumbrance

Project Info #'s

Encumbrance Document ID			
Trans	Dept	Unit	Identification Number
CT	DOT	Various	Various

Date
 6/7/2022

Funding Source

Capital	<input type="checkbox"/>	Tolls Capital	<input type="checkbox"/>	Tolls General	<input type="checkbox"/>	Federal Grant	<input type="checkbox"/>
Operating	<input checked="" type="checkbox"/>	Tolls Operating	<input type="checkbox"/>	Expendable Trust	<input type="checkbox"/>		

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
6112-2250	P01	1501					\$10,553,372.63
6112-2250	P01	2501					\$15,993,990.14
6112-2250	P01	3501					\$24,810,669.71
6112-2250	P01	4501					\$18,013,669.12
6112-2250	P01	5501					\$24,207,060.61
6112-2250	P01	6501					\$6,421,237.79
							\$100,000,000.00

Obligation By Fiscal Year for Multi - Year Contracts

Appropriation	6112-2250					Total
2022						\$0.00
2023						\$0.00
2024						\$0.00
2025						\$0.00
2026						\$0.00
2027						\$0.00
MMARS Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000,000.00

Reason For Request:

Winter Recovery Assistance Program (WRAP)
 Contract

Contract #:	various	Cost Reduction %:	0.00%
Vendor ID & Address Cd:	<input type="text"/>	<input type="text"/>	Current Year Savings: \$0.00
Vendor Name:	various- see attached documents		
Contract Location:	various		
Contract Description:	WRAP		
Contract Notes:	WRAP -winter recovery assistance program		

Recommended By: P. Lippardos **6-7-2022** **Approved By:** _____
 (Signature / Date) (Signature / Date)

Below to be completed by the Budget Office:

Expense Budget Entered By: <u>Susan Woods</u> (Signature / Date)	Approved By: <u>Susan Woods</u> 06/08/2022 (Signature / Date)
--	--

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM



CONTRACTOR LEGAL NAME: TOWN OF MEDFIELD
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191876

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Kristie Trierweiler	Town Administrator

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

Signature

Date: 6-1-2022

Title: Town Administrator
Fax: 508-359-6182

Telephone: 508-906-3011
Email: Ktrierweiler@medfield.net

[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 : TOWN OF MEDFIELD
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191876

Issued
May
2004



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): Kunstler Ines Weilen

Title: Team Administrator

x

U

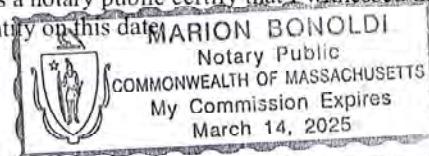
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

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

I, Marion Bonoldi, (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. **MARION BONOLDI**

June 8, 2022

My commission expires on: March 14 2025



APPENDIX 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.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: WATER MANAGEMENT ACT ORDER TO COMPLETE

CONTRACT # DPW 2023-02

STATE CONTRACT # (if applicable) _____

This Contract is made this 21ST day of February 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal for Water Management Act Order To Complete Support, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Support Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. **Scope of Services:** The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, February 21, 2023 to June 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$31,500.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Support for the Water Management Act Order To Complete Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to supporting a WMA Order To Complete with relevant data.
9. Consultant's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Consultant: The Consultant is an independent consultant 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 Consultant or the employees of the Consultant. The Consultant 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 Consultant 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 at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

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

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

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

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 Consultant 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.

(Consultant)

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 Consultant 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 consultant

principal place of business is at _____,

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

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

September 28, 2022

Mr. Maurice Goulet
Director of Public Works
Town of Medfield
55 North Meadows Road
Medfield, MA 02052

**RE: Medfield Public Water System
Water Management Act - Order To Complete Support**

Dear Maurice,

At your request, Environmental Partners Group, LLC (Environmental Partners) prepared this letter proposal to provide the Town of Medfield (Town) with professional engineering services related to the Water Management Act (WMA) Order to Complete (OTC) issued to the Town by the Massachusetts Department of Environmental Protection (MassDEP) in a letter dated August 15, 2022. Our scope of work reflects our recent discussions with you and your staff regarding the Town's WMA registrations and permits, our familiarity with the Town's water system, and our understanding of the WMA regulations and permitting process. Environmental Partners has completed water supply and distribution system evaluations over the past several years that are relevant to the information MassDEP has requested in the WMA OTC.

Project Understanding

The Town of Medfield holds both WMA registrations and a WMA permit for the withdrawal of water for the Town's public water system. The Town withdrawals from Wells 1, 2, 3 and 4 are registered withdrawals that were authorized prior to the issuance of a WMA permit. The Town's initial WMA permit was issued in 1991, which authorized the use of Well 6 as an additional source. The Town's WMA Permit was modified in 2003 to authorize the transfer of the Medfield State Hospital Wellfield and its permitted average annual daily withdrawal volume (0.20 MGD) to the Town resulting in a total authorized withdrawal of 1.50 MGD annual average day. The Town's WMA permit was re-issued in 2010 and the Town has been operating under that permit for the past twelve years. The Town's current authorized withdrawals include the following:

- Registered WMA annual average daily withdrawal volume of 0.11 million gallons per day (MGD) from Wells 1 and 2 in the Charles River Basin.
- Registered WMA annual average daily withdrawal volume of 0.92 MGD from Wells 3 and 4 in the Boston Harbor Basin.
- Permitted WMA annual average daily withdrawal volume of 1.50 MGD from all the Town's sources (Wells 1, 2, 3, 4, and 6).

The Town's 2010 Permit is currently undergoing its 5-year compliance review. MassDEP prepared the WMA OTC as part of this compliance review. The WMA OTC outlines several of the Town's

current special permit conditions and MassDEP's respective questions pertaining to seven specific permit conditions. In addition to the information requested under the Town's existing permit conditions, MassDEP has requested information covering three additional topics new to the WMA Permit process: 1. Coldwater Fisheries; 2. Minimization Planning; and 3. Mitigation Planning.

The MassDEP has requested that the Town submit a response to the WMA OTC by November 15, 2022, but additional time to prepare a response can be requested. Following MassDEP's review of the Town's response, MassDEP will issue a draft modified WMA Permit for the Town's review and then release the draft permit for the formal 30-day public comment period. The Town provided Environmental Partners with a copy of MassDEP's WMA OTC letter for use in developing the proposed scope of services outlined herein.

Task 1 –WMA OTC Response

Under this Task Environmental Partners will support the Town in preparing the preliminary response to MassDEP's WMA OTC. This task will include the following activities:

- Review of MassDEP's WMA OTC and coordinate one initial meeting with Town staff to discuss WMA OTC issues. Environmental Partners will prepare a meeting agenda and discussion summary and submit them to the Town for record.
- Prepare a Request For Information (RFI) and submit to the Town for information pertaining to WMA OTC topics. Information will include, but not be limited to documents such as leak detection surveys, Annual Statistical Reports (ASRs), WMA permit correspondence between the Town and MassDEP, Infiltration/Inflow reduction plans, and Municipal Separate Storm Sewer System (MS4) management plans.
- Preparation of a WMA OTC Extension Request for submission to MassDEP. Environmental Partners recommends that the Town request a minimum of 60-day extension to the WMA OTC response deadline (November 15, 2022) in order to have sufficient time to prepare a response and coordinate with MassDEP.
- Coordinate one conference call with MassDEP staff to discuss questions related to the WMA OTC and potential mitigation alternatives.
- Prepare a draft Minimization Plan analyzing water supply withdrawal shifting between basins (e.g. Boston Harbor vs. Charles River) and evaluate feasibility of implementing water use restrictions, and conservation measures to minimize the Town's groundwater withdrawals from Well 6 in the Charles River Basin due to its August Net Groundwater Depletion status.
- Prepare a draft Mitigation Plan identifying the direct and indirect mitigation credits identified to offset the Town's requested withdrawals above the 1.03 MGD baseline reported by MassDEP.
- Assist the Town in completing the MassDEP Water Conservation Questionnaire.
- Prepare a draft WMA OTC response letter outlining Environmental Partners findings and recommendations for discussion with Town staff at a follow-up meeting.
- Coordinate a conference call with MassDEP to discuss the draft WMA OTC response letter.
- Prepare a final WMA OTC response letter and submit to MassDEP on behalf of the Town. The Minimization Plan will be included as an attachment to the response letter.

Environmental Partners will not provide an audit of the Town's water system withdrawals and unaccounted for water as part of this scope.

Task 2 – On-Call Support

Environmental Partners will provide on-call support to respond to MassDEP's questions and comments following submission of the WMA OTC Response Letter. On-call support will be provided upon the Town's request to attend meetings with the Town and MassDEP, review MassDEP's comments on the WMA OTC response letter and Minimization Plan submitted under Task 1, review MassDEP's draft WMA permit, and prepare supplemental information to formally response to questions/comments from MassDEP and/or public comment. For the purposes of this proposal, Environmental Partners has assumed an initial level of effort of up to 40 hours of project staff time.

Project Team, Schedule, and Budget

Environmental Partners has a team of professional engineers with extensive experience in completing WMA permitting in Massachusetts including responding to WMA OTC requests from MassDEP.

Upon receiving Notice to Proceed from the Town, Environmental Partners will begin work on Task 1. Environmental Partners assumes it will take up to two months to review Town records and prepare a draft WMA OTC response. The WMA OTC response letter will be discussed and finalized with feedback from the Town, and we have assumed an additional four weeks to prepare and submit the final WMA OTC response letter to MassDEP. Task 1 would be completed on a lump sum basis for a fee of Twenty-Two Thousand Five Hundred Dollars (\$22,500).

Due to the uncertainty in MassDEP's review timeline and level of effort in responding to questions/comments on the WMA OTC response letter, Environmental Partners is proposing to provide on-call support under Task 2 on a time and materials basis with an initial allowance not too exceed Nine Thousand Dollars (\$9,000).

Environmental Partners will invoice the Town on a monthly basis and notify the Town if supplemental budget is required to provide additional on-call support services including, but not limited to attendance at public meetings and coordination with MassDEP beyond those described above. Environmental Partners current labor rate schedule is attached for services provided under Task 2. Direct expenses under Task 2 will include a 10% mark-up.

Acceptance

If this proposal is acceptable to you, we will coordinate with you for the execution of a formal contract agreement.

We appreciate the opportunity to continue to assist the Town with public water system planning. Please feel free to contact me with any questions or concerns.

Very Truly Yours,



Environmental Partners Group, LLC
Paul C. Millett, P.E.
Senior Principal
P: 617.657.0276
E: pcm@envpartners.com



Eric A. Kelley, P.E.
Principal and Project Manager
P: 617.657.0282
E: eak@envpartners.com

Attachments: Labor Rate Schedule

Cc: Sarah Price, PE, Environmental Partners

Environmental Partners Standard Billing Rates

Effective until March 31, 2023

CATEGORY	HOURLY RATE
Principal	\$245
Senior Project Manager	\$235
Project Manager	\$225
Senior Project Engineer	
Senior Project Scientist	\$195
Hydrogeologist GIS Specialist	
Project Engineer	
Scientist	\$168
GIS Specialist	
Engineer	\$147
Hydrogeologist	\$135
Scientist	
GIS Technician	\$127
Field Engineer	
Technician	\$115
Resident Project Representative	\$105
Clerical	\$125
	\$95

February 10, 2023

To: Medfield Board of Selectmen

From: Jeff Hyman and Teresa Prego

Subject: Request the Board of Selectmen appoint a Groundwater Protection Advisory Committee

Dear Selectmen,

A number of interested citizens would like to form a volunteer committee with the purpose of advising the Medfield Board of Selectmen on topics/issues relating to the protection and sustainability of Medfield's water resources. We'd like to apply our collective experience and passion to initially assist the town with the development of a groundwater risk assessment survey, and develop effective citizen water resource education and awareness materials.

We understand the Town has other boards, committees and grassroots groups working on sustainability efforts, however, we believe the complex and multi-layered subject of groundwater protection will benefit from a dedicated focus by a specific committee.

In collaboration with other applicable town boards and/or committees, the Medfield Groundwater Protection Advisory Committee proposes to:

- Review current aspects and impacts that may affect Medfield's water resources;
- Create a water risk/threat survey to be completed by appropriate Medfield businesses;
- Develop community understand by strengthening education and awareness materials that help citizens make informed choices about the use and protection water resources; and
- Provide the Board of Selectmen with other recommendations for review and consideration.

Composition of Committee:

The MGWPAC proposes to have up to five members appointed by the Board of Selectmen with expertise in such areas as hydrology, groundwater management, hazardous waste management, conservation, engineering, environmental protection, forestry, irrigation, policy, public health and/or communications.

When possible, the Committee would collaborate, benchmark and leverage resources with like-minded entities in neighboring municipalities, and watershed partners.

Budget/Funding:

The MGWPAC would take steps to identify any available government and non-government funding to aid in its efforts and collaborate with the Town as needed to execute grant requests.

If there are any questions or additional information is required, please don't hesitate to contact us.

Jeff Hyman, jeffnhyman@gmail.com 781-929-5000. I am a 35-year career professional, with expertise across a broad spectrum of environment, health & safety management and compliance matters. My resume can be provided upon request.

Teresa Prego, tprego1@yahoo.com 508-641-5099. I have an undergrad degree in civil engineering/geology, and worked for several years incorporating engineering, hydrology and census-

based planning for cities and towns. I have shifted to working in marketing, promotion and education in the health and wellness arena for the past 15 years, and am well versed in project management and community education.

Final February 10, 2023

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

February 9, 2023

Dear Board of Selectmen,

On behalf of the Council on Aging, I would like to support Rose Thibault for the open position on the Council on Aging Board. Rose has become an active participant at the Center participating in many of the programs and services we offer. I believe that Rose will be a valuable addition to the board. I ask that you appoint Rose Thibault to our open board position.

Thank you,

Sarah Hanifan, Director

Medfield Council on Aging

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN THE

METROPOLITAN AREA PLANNING COUNCIL

AND

THE TOWN OF MEDFIELD

This Agreement is made and entered into by and between the **METROPOLITAN AREA PLANNING COUNCIL** (“**MAPC**”), a public body politic and corporate established by Chapter 40B, Sections 24 through 29, of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and **THE TOWN OF MEDFIELD** (“**MEDFIELD**”) with its principal office at 459 Main St, Medfield, MA 02052.

Witnesseth that the parties have AGREED as follows:

Article I
Description and Scope of the Work

1. **MAPC** will provide professional services to undertake and perform all appropriate tasks to produce the Economic Development Vision and related work products as described in **MAPC**’s proposal dated **February 14, 2023** [the “**Proposal**”], attached as Exhibit A and incorporated herein.

Article II
Time of Performance

2. **MAPC** shall commence work immediately upon execution of this Agreement and shall complete performance no later than **December 31st, 2023**. Time shall be of the essence in relation to **MAPC**’s performance under this Agreement. Reasonable extensions shall be granted at the written request of **MAPC**, provided the justifying circumstances are beyond the reasonable control of **MAPC** and without fault of **MAPC**. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

Article III
Revisions in the Work to be Performed

3. If during the term of this Agreement, **Medfield** requires revisions or other changes to be made in the scope or character of the work to be performed, **Medfield** will promptly notify **MAPC**. For any changes to the scope of work, **MAPC** shall notify **Medfield** of associated costs in writing. **MAPC** shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from **Medfield**.
4. **Medfield** will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by **MAPC**. Any revisions or changes requested by **Medfield** will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV
Payment for Services

5. **Medfield**'s total payment to **MAPC** under this Agreement shall not exceed \$45,000 unless otherwise authorized in writing pursuant to paragraph three (3). This amount shall include any and all expenses and costs incurred by **MAPC** in performing the work.

Article V
Ownership and Confidentiality of Material, Work Products

6. **MAPC** shall afford **Medfield** unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires, and other material prepared, produced or collected by **MAPC** under this Agreement.
7. **MAPC** reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this Agreement, and any rights of copyright acquired with funds provided under this Agreement.
8. **Medfield** and **MAPC** shall have both unlimited rights to any data first produced or delivered under this Agreement.
9. Upon completion of this project or termination for or without cause, **MAPC** shall return any documents, models, tools, plans or items whatsoever belonging to or supplied by **Medfield**.

Article VI
Indemnification

10. The parties agree to individually assume responsibility for any and all claims, losses, or liability arising from any act, omission, or failure of itself, its subrecipients, subcontractors, officers, agents, and employees relating to this Agreement. The parties further agree to hold each other harmless from such claims to the extent permitted by law.

Article VII
Assignment

11. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

Article VIII
Severability

12. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

Article IX
Termination of Agreement

13. **Medfield** or **MAPC** may terminate this Agreement upon immediate written notice should the other party fail to perform substantially in accordance with the terms of the Agreement with no fault attributable to the other.
14. In the event of a failure to materially perform by **MAPC**, the notice of such breach shall be accompanied by the nature of the failure and shall set a date at least 60 days later by which **MAPC** shall cure the failure. If **MAPC** fails to

cure within the time as may be required by the notice, **Medfield** may at its option, terminate the Agreement.

15. Notwithstanding any language to the contrary within this Agreement, **Medfield** or **MAPC** may terminate this Agreement without cause at any time, effective sixty days beyond a termination date stated in a written notice of termination. In the event of termination, **MAPC** shall be compensated for work product and services performed prior to the date of termination. In no event shall **MAPC** be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article X **Compliance with Conflict of Interest Laws**

16. **MAPC** warrants and represents to **Medfield** that, to the best of its knowledge, no officer or employee of **MAPC** who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under M.G.L. c. 268A, § 6. **MAPC** further warrants and represents to **Medfield** that, to the best of its knowledge, no employee of **MAPC** has a financial interest, either directly or indirectly, in the Agreement except as permitted under M.G.L. c. 268A, §7.

Article XI **Governing Law and Jurisdiction**

17. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

Article XII **State Funds**

18. The parties agree that prior to any payment for services that is paid through state funding, this contract shall be amended to include all known and applicable required state contract clauses.

Article XIII **Work to Commence Using State Funds**

19. The parties agree that the work will commence immediately and acknowledge that the expenses accrued are being paid for through state funding of which **Medfield** is in receipt. Although the contract is to be amended as set forth in Article XII, nothing shall prevent both parties from immediately commencing the work as provided herein and prior to entering into said amendment.

Article XIV **Procurement Services**

20. The parties agree that all procurements that are funded with state funds will be performed in accordance with all known applicable state procurement and contracting requirements. The parties further agree that all such clauses will be annexed and incorporated into a contract amendment prior to the issuance of any procurement.

Article XV
Complete Agreement

21. This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties and may not be changed unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For the METROPOLITAN AREA PLANNING COUNCIL

X _____

Date: _____

Name: _____

Title: _____

For the TOWN OF MEDFIELD

X _____

Date: _____

Name: _____

Title: _____

* * * * *

MAPC RACIAL EQUITY, DIVERSITY & INCLUSION STATEMENT (“REDIS”), & INCLUSIVE COMMUNITY STAKEHOLDER OUTREACH

MAPC’s agency mission, which includes smart growth and sustainability principles, strives to integrate racial equity and diversity lenses in its services, analyses and work products for municipal clients and partners.

MAPC integrates informative content to bring awareness to unintentional barriers to opportunities and resources. Oftentimes this includes but is not limited to regulatory constraints pertaining to zoning, housing options, and public transit services. These barriers can have a disproportionate impact on more vulnerable members of society as well as hamper the social and economic development of a community at large.

MAPC looks forward to **active** collaboration with its municipal project partners and stakeholders in its community outreach, meeting participation, and client review and approval of its work products. As part of the scope of work and planning project contract, MAPC finds it beneficial to highlight its mission statement as well as a succinct explanation of the equity and inclusion principles that will be referenced in its work.

MAPC MISSION

Our mission is to promote smart growth and regional collaboration. Our regional plan, MetroCommon 2050, guides our work as we engage the public in responsible stewardship of our region’s future.

We work toward sound municipal management, sustainable land use, protection of natural resources, efficient and affordable transportation, a diverse housing stock, public safety, economic development, clean energy, healthy communities, an informed public, and equity and opportunity among people of all backgrounds.

WHAT IS EQUITY?

Equity is the condition of fair and just inclusion into a society. Equity will exist when those who have been most marginalized have equal access to opportunities, power, participation and resources and all have avenues to safe, healthy, productive, and fulfilling lives. It requires restructuring deeply entrenched systems of privilege and oppression that have led to the uneven distribution of benefits and burdens over multiple generations.

Source: MetroCommon2050 Values

INCLUSIVE COMMUNITY STAKEHOLDER OUTREACH

The primary municipal project partner contact for the **Town of Medfield** agrees to provide support throughout the community planning process by:

- Proactively identifying and/or reaching out to a variety of internal and external stakeholders immediately after contract finalization and before the official project kick-off; and
- Striving for diversity and inclusion regarding advisory group/committee formation (if applicable) as well as with the overall community outreach and participation throughout the process. This includes not exclusively seeking nominations from existing community members who already serve on other committees, but also reaching out to a wide net of community organizations, and the general public and community at-large.
- The primary municipal project partner is aware that such themes regarding racial equity, diversity and inclusion may permeate the content of the planning process and ultimately the plan report goals and recommendations.

Acknowledgement

By signing this, I acknowledge my receipt and awareness of the statement.

Town Manager/Administrator

Date

EXHIBIT A

Medfield Economic Development Vision Proposal 2/13/23



Project Understanding

The Town of Medfield is working with the Metropolitan Area Planning Council (MAPC) to develop an Economic Development Visioning and Planning project that will result in a report with analysis and recommendations to support economic activity, the commercial and industrial tax base, and commercial and industrial uses within the town's Industrial Extensive Zone. The plan will provide goals and actions the Town could take to facilitate economic investment in the project area. The planning process is expected to begin in Spring of 2023 and follow a nine-month process. The project will be supported by \$45,000 through the Department of Housing and Community Development's Housing Choice grant awarded via its One Stop for Growth Program.

The project would fund an economic development plan for the Town of Medfield's Industrial Extensive district, located along West Street, North Meadows Road (Route 27) and West Mill Street where most of the Town's industrial uses are located (see Figure 1). The project would include a review of the existing zoning and potential zoning changes that might better serve the long- term economic development goals of the Town.

The anticipated outcome of this project would be an economic development vision and plan for an area of Medfield that is primarily commercial and industrial. The project would also identify potential zoning changes and updates to help the Town accomplish its long-term economic development goals.

The scope of work will include a review of existing conditions along with interviews, community sessions, and/or other public outreach. After reviewing public feedback, existing conditions, and market information, the goal is to develop a list of strengths, weaknesses, opportunities, and desires of the Medfield community and business community for the Industrial Extensive Zone. The ultimate goal of the plan will be to develop a long-term vision for this area and identify potential zoning changes that may be necessary or beneficial to accomplish those goals.

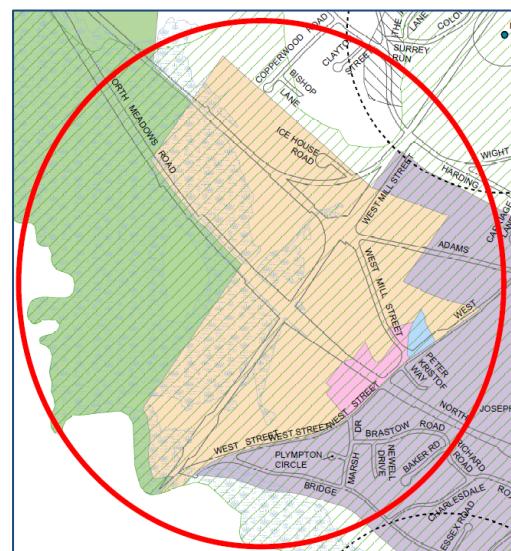


Figure 1 - Medfield Industrial Extensive Zone

The following provides a high-level summary of MAPC's anticipated approach to the project; we look forward to a further conversation on it, if necessary. Approximately one month prior to the anticipated start date, MAPC and the Town will create a full scope and commence development of a contract for this engagement.

This project will complement the Town's other planning and zoning initiatives, including the community's zoning diagnostic by having a specific focus on commercial/industrial economic development. The Town's industrial and commercial zoning districts were not necessarily the result of a long-term economic development strategy, rather they are in place because these locations are the historic sites of these more intensive uses.

Key Project Goals

1. Creation of an Economic Development Vision for Medfield's Industrial Extensive Zone focusing on commercial and industrial uses.
2. Identify potential zoning changes that may be necessary or beneficial to accomplish those goals.
3. Development of recommendations on adding more uses (and users) to the Industrial Extensive Zone.
4. An analysis of the zoning's dimensional constraints or other constraints, if any, commenting on extent to which they impede development and use of the Zone; develop potential solutions.

Key Project Activities

1. Review of existing conditions and other relevant data within the Industrial Extensive Zone.
2. Inventory/database of land and existing industrial building stock, access, transportation networks, utilities, etc.
3. Information on vacancies at existing industrial buildings. Including projections of potential future uses.
4. Recommendations for current occupied industrial buildings and recommendations for future adaptation.
5. Create presentation content and facilitate three meetings - two community sessions to focus on local businesses, and a presentation to Medfield's select board. This will include prep and feedback from community sessions and final presentation to select board.
6. Outreach to and data collection from five to six real estate professionals relative to the reuse and marketability of the lands.
7. Incorporate literature review, data analysis, and research throughout the project.

Partners

This project will be led by a team comprised of MAPC staff, the Town Administrator, Town Planner, Planning Board, and Board of Selectmen. The group of individuals who will work on this project -including MAPC, the Town Administrator, and Town Planner - will form a working group to assist in public outreach, visioning, planning, and implementation.

Key Assumptions

- The study boundary will consist of the Medfield Industrial Extensive Zone, consisting of the boundaries displayed within Figure 1.
- The Town will generate a written list of stakeholders – if available - with names, organizations, groups, and emails or phones to save time in the outreach process that will commence immediately on contract signing.
- The Town will convene meetings, provide meeting space, identify stakeholders, share contact information, assist in outreach, and, where necessary, coordinate logistics for meeting with and conduct surveys of town staff and officials and local property owners, developers, residents, and businesses. Should there be limitations in time, funds, or space, one or both community sessions could be held virtually.
- The Town will provide any necessary translation/interpretation services, including language interpretation at group meetings.
- The Town will be responsible for ensuring that all public meetings are accessible to persons with disabilities.
- If available, the Town will provide any previously created data and resources that are available for use in research and analysis for the project area. The Town will commit to providing all electronic copies of plans to MAPC at the start of this process.

Total Estimated Timeframe

The project timeline will take nine to twelve months to complete.

Total Project Funding Amount

\$45,000

All costs will be covered by the One-Stop grant application.

Additional Literature

- Medfield Local Rapid Recovery Plan
- [Medfield Townwide Master Plan](#)
- Medfield Inclusionary Zoning Bylaw
- [Chapter 300: Zoning](#)
- [Attachment 1 - Table of Use Regulations](#) 
- MAPC Medfield Downtown Visioning Project

Proposed Hours/Cost			
Task	Month	Projected Hours	Total
Review of existing plans, conditions, & regulations	1 to 2	10	\$1,000.00
Kick-off meeting, site review, & prep	1	15	\$1,500.00
Industrial real estate analysis & projection work	2 to 7	100	\$10,000.00
Outreach, interviews of five to six real estate professionals on reuse and marketability of lands	2 to 7	30	\$3,000.00
Visioning community session & prep	3	40	\$4,000.00
Preliminary recommendations drafting	4 to 7	40	\$4,000.00
Final community session & prep	7	40	\$4,000.00
Finalize recommendations & final report	8 to 9	40	\$4,000.00
Prepare & present findings to Select Board public hearing	9	30	\$3,000.00
Designing/Copyediting	9	30	\$3,000.00
Virtual working group meetings/prep	1 to 9	75	\$7,500.00
TOTALS		450	\$45,000.00

 Town Manager/Administrator

 Date

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

February 9, 2023

Dear Board of Selectmen,

The Council on Aging requests permission to serve wine and beer at the following events:

- March Supper Club Wednesday, March 15 from 4-7pm
- April Supper Club Wednesday, April 19 from 4-7pm
- May Supper Club Wednesday, May 17 from 4-7 pm
- June Supper Club Wednesday, June 21 from 4-7 pm
- July Supper Club Wednesday, July 19 from 4-7pm
- August Supper Club Wednesday, August 16 from 4-7 pm
- September Supper Club Wednesday, September 20 from 4-7

Thank you,

Sarah Hanifan, Director
Medfield Council on Aging