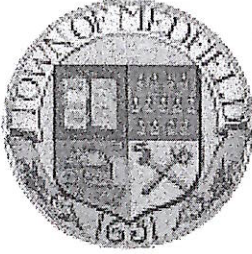




Select Board  
Meeting Packet  
April 18, 2023





In accordance with Medfield Bylaw  
Article IV. Police Regulations  
Section 26 Solicitation

**Town of Medfield  
Application to Solicit**

Date: 3/10/2021

Applicant's Name: Thomas Emero

Home Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date of Birth: 01-11-1964

Social Security No. \_\_\_\_\_

Height: 5'11" Weight: 210

Color: Hair Grey Eyes Brown

Motor Vehicle Operator's License No. & State: \_\_\_\_\_

Motor Vehicle Owner and Address: \_\_\_\_\_

Motor Vehicle Registration No. \_\_\_\_\_

Motor Vehicle Make: Mercedes Model: E350 Year: 2012

Name of Business: Sunrun Solar

Business Address: 695 Myles Standish Blvd  
Taunton, MA 02780

Nature of Business and goods to be sold: Solar

Non-Profit (☒ Y/☐ N) Other: \_\_\_\_\_

Permit Number (State or local if any): \_\_\_\_\_

License requested for what length of time: 1 year

Days of week and hours of solicitation: Monday - Saturday

10:00 AM TO Sundown

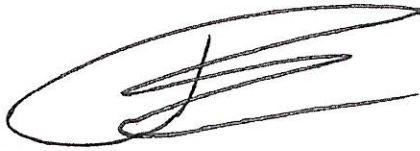
List of any others who will solicit in Medfield as part of application:

Name	Address	Date of Birth	SS#
------	---------	---------------	-----


Application Fee: \$10.00

Public Hearing will be required

Applicant's Signature: \_\_\_\_\_



Approved/Disapproved

Date: 3/21/23



Chief of Police



## **Marin Healthy Youth Partnerships / Raising the Bar License Agreement**

This License Agreement (this "Agreement") is made effective as of August 1, 2022 between Marin Healthy Youth Partnerships ("MHYP"), PO Box 1175, Ross, California and Medfield Outreach ("Medfield") of 495 Main Street, Medfield, MA.

The parties agree as follows:

**1. GRANT OF LICENSE.** MHYP owns Materials Relating to the Raising the Bar program described on Exhibit A (the "Authored Work"). In accordance with this Agreement, MHYP grants Medfield a non-exclusive license to use the Authored Work. MHYP retains title and ownership of the Authored Work and derivative works will be assigned to MHYP by Medfield. This grant of license applies to the following described geographical area: Medfield, MA.

**2. PAYMENT OF ROYALTY.** Medfield will pay to MHYP a royalty as follows: A fixed fee of \$1,500 for materials and time as outlined in Exhibit A plus four (4) hours of consulting time with Raising the Bar Marin representative to assist with implementation. Any additional consulting hours to be billed at \$100 per hour.

**3. MODIFICATIONS.** Medfield may not modify or change the Authored Work in any manner without first consulting with MHYP.

**4. DEFAULTS.** If Medfield fails to abide by the obligations of this Agreement, MHYP shall have the option to cancel this Agreement by providing 30 days' written notice to Medfield.

**5. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material relating to the Authored Work which is proprietary to MHYP, whether or not owned or developed by MHYP, and which Medfield may obtain through any direct or indirect contact with MHYP.

**6. PROTECTION OF CONFIDENTIAL INFORMATION.** Medfield understands and acknowledges that the Confidential Information has been developed or obtained by MHYP by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of MHYP and needs to be protected from improper disclosure. In consideration for the receipt by Medfield of any Confidential Information, Medfield agrees as follows:

**A. No Disclosure.** Medfield will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of MHYP.

**B. No Copying/Modifying.** Medfield will not copy or modify any Confidential Information without the prior written consent of MHYP.

**C. Unauthorized Use.** Medfield will advise MHYP if Medfield becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**7. WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the Authored Work by the other party or by any third party, and Medfield accepts the product "AS IS." In no event will MHYP be liable for direct, indirect, special, incidental, or consequential damages that are in any way related to the Authored Work.

**8. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**9. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**10. SIGNATORIES.** This Agreement shall be signed on behalf of MHYP by Kelsey Fernandez, VP and Executive Director and on behalf of Medfield by a member of the Medfield Select Board, and effective as of the date first above written.

**Licensor:**

Marin Healthy Youth Partnerships

By: Kelsey Fernandez Date: July 27, 2022  
Kelsey Fernandez  
VP and Executive Director

**Licensee:**

Medfield Outreach

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Medfield Select Board Member  
Town of Medfield

**Exhibit A**  
**Use of Authored Work**

- Use of Raising the Bar branded graphics
  - Use of Raising the Bar logo
  - Access to Raising the Bar branding guide (color codes and fonts) to create complementary promotional materials
  
- Raising the Bar Participating Organization Toolkit in English and Spanish including components:
  - Pre-Year Program Director to Parent Sample Letter (Non-Athletics)
  - Pre-Season Program Director to Parent Sample Letter (Athletics)
  - End-of-Year Program Director to Parent Sample Letter (Non-Athletics)
  - End-of-Year Program Director to Parent Sample Letter (Athletics)
  - Sample Parent Code of Conduct and Agreement Letter
  - Sample Letter for Schools
  - Pre-prom sample letter
  
- Customizable Powerpoint presentation



April 12, 2023

Dear Select Board,

The Medfield Energy Committee has been proud to champion Medfield's energy efficiency and sustainability efforts since 2008 and serve in an advisory role to the town and we want to continue to work harmoniously with the Select Board. Our accomplishments have reduced the town's energy consumption, created a roadmap for achieving the Net Zero 2050 goal, and the committee has worked to engage our entire Medfield Community in energy efficiency and conservation measures. Our committee members bring a wealth of energy experience to the town, as well as personal passion to achieve the town's Net Zero 2050 goal. With that, we feel it is important to acknowledge our progress and address opportunities to enhance our work.

We want to thank you, the Select Board, for your tremendous leadership in the redevelopment of the Medfield State Hospital. The work to move this effort from conception to approval of Trinity's redevelopment plan for the site is commendable. Successful redevelopment will lead to a site that will be enjoyed and loved by many generations to come. We recognize that successful redevelopment requires that the Select Board and Trinity must consider many stakeholders and account for multiple objectives and limitations. MEC is gratified that Trinity is committed to a fully electrified, no-gas development thereby serving as a role model for our Net Zero 2050 goal.

We have reflected a great deal on your feedback at the March 21, 2023 Board of Selectmen meeting. We recognize and appreciate our advisory role, and our requirements by open meeting laws to appropriately represent the thoughts and recommendations of our committee. Specifically, we regret and apologize that a fact-finding outreach conversation and its after-effects inadvertently created a disturbance for the project. We also acknowledge it was unfortunate that a personal opinion letter to the editor was mislabeled by the publisher as coming from the full MEC.

Please know that our MEC committee leadership has thoroughly reinforced our role and our responsibilities with the entire Medfield Energy Committee at our April 12, 2023 meeting. Further recommendations, advice or thoughts regarding the Trinity/Medfield State Hospital project will be made in writing to you and the Town Administrator for your consideration and action.

With our Net Zero goals in place, we recognize the many opportunities our Town has to rapidly advance decarbonization efforts. We look forward to working in a more collaborative effort with the Select Board to address the growing number of energy issues. We provide the following recommendations to facilitate achievement of our mutual sustainability goals:

- Abide by the [Code of Conduct published by the Mass Municipal Association](#), which expects officials to "Participate and interact in official meetings with dignity and decorum fitting those who hold a position of public trust."
- Establish regular in-person MEC updates to the Town Administrator and to the Select Board to ensure complex energy issues are well understood, long range town planning is informed on energy matters, and appropriate town education and outreach efforts are developed.
- The MEC welcomes the opportunity to be proactively consulted by the SB to advise on any topic, including due diligence or areas for SB decision-making, in relationship to projects that may impact/relate to Medfield achieving its Net Zero 2050 goal.
- MEC will continue to advance initiatives outlined in the Town of Medfield Climate Action Plan as well as in other areas that can further Medfield's Net Zero 2050 goal.

The Medfield Energy Committee looks forward to proudly serving the town as volunteers as we move into a rapidly changing energy environment. Thank you for your continued support.

Sincerely,

Penni Conner, Cynthia Greene, Jim Nail, & Hilli Passas  
Co-chairs





**TOWN OF MEDFIELD**  
*Office of the*  
**SELECT BOARD**

***Select Board***

Osler L. Peterson, Chair  
Eileen M. Murphy, Clerk  
Gustave H. Murby, Member

TOWN HOUSE  
459 MAIN STREET  
MEDFIELD, MA 02052-0315  
(508) 906 3011  
[www.town.medfield.net](http://www.town.medfield.net)

***Town Administrator***

Kristine Trierweiler

***Assistant Town Administrator***

Frank Gervasio

April \_\_, 2023

Via Electronic Mail

Co-Chairs  
Medfield Energy Committee  
Town Hall  
459 Main Street  
Medfield, MA 02052

Re: Medfield State Hospital and Authority of the Medfield Energy Committee (the  
"Committee")

Dear Hilli and Cynthia \_\_\_\_\_;

This letter is to follow up on the conversation we had at the Select Board meeting on March 21, 2023. As you are keenly aware the Select Board are deeply concerned about the apparent interference the Committee has undertaken or may cause with regard to the Town's contract with Trinity related to the development of the Medfield State Hospital site. In addition, the Select Board is at least as deeply concerned at the attempt to subvert the legitimacy of one of its members in this matter, by attempting to get that member, who is a signatory to the contract the town has with Trinity, to sign a public statement calling Trinity's actions into question, not formally approved by the Energy Committee, written by two members of your committee. As a reminder, the Select Board created the Committee as an ad hoc Committee in March of 2008. The Charge of the Committee, as described in the committee's charter, was very clear. Namely, the charter charged the Energy Committee with the following responsibilities:

- Establishment of a baseline for measuring progress on reduction of energy usage,
- Reduction of energy consumption through retrofitting of existing buildings, equipment, vehicles or processes,
- Design or purchase of energy efficient buildings, equipment, vehicles or processes,
- Utilization of alternative energy sources,
- Development of public relations measures to encourage energy conservation and transportation initiatives.

To that end, the Committee was created to fulfill an advisory role to the Select Board who in turn can use the information provided by the Committee to influence its decision-making processes.

Specifically, with regard to Trinity and the redevelopment of the Medfield State Hospital site, the Committee has no role, responsibility, or authority in the regulatory review process. None of the Medfield land use bylaws or regulations include any provisions that formally require the Committee to approve, recommend, or have input to the regulatory process. That notwithstanding, the Select Board has been willing, and remains willing to have the Committee act in an advisory role in the redevelopment of the Medfield State Hospital site, within the limits that the town itself must abide by in a situation that involves Trinity's outright purchase of a portion of the state hospital site to carry out the proposed redevelopment of that site that has been legally accepted by the town. As we discussed at the Select Board meeting on March 21, 2023, the Committee may provide reports, guidance or advice to the Select Board to pass on to Trinity for consideration and potential action, at the discretion of the Select Board. Beyond that, neither the Select Board nor the Committee may direct Trinity or any of its contractors in the development process. Neither this Board nor the Committee will encourage or require Trinity to enter into contractual arrangements with any particular company or organization, nor will this Board or the Committee work behind the scenes to attempt to exert influence on Trinity's internal decisions in regard to this project by contacting potential contractors Trinity might hire, former Trinity employees, political representatives, or anyone else outside of town government, to include committees and boards, who might be in a position to have influence over the decisions made by Trinity or any of its employees. In the event that such a contact should inadvertently occur, the Select Board requires an immediate report of that contact by any Committee member involved.

The Select Board expects, and the Open Meeting Law requires, that when a document is developed with the intent of having it be publicized and represented as a statement coming from the Energy Committee, or any Sub Committee, that it, in fact, has been formally approved by the Committee as a whole, and has been documented in the Committee's meeting minutes. Otherwise, any representation that it is a statement from the Committee, is misleading and non-representative of the full Committee's actual views. The Board appreciates the wealth of experience and knowledge that the members of the Committee bring to the discussion regarding

energy use and conservation and achieving reduced greenhouse gas emissions in the Town of Medfield. However, the Board requires that your advice and recommendations come to the Board in the advisory capacity of the Committee as originally contemplated when the Committee was created.

Moving forward on the Medfield State Hospital Project, the Board reiterates the following:

1. The Committee will provide recommendations, guidance and advice to the Select Board via the Town Administrator. The Select Board will then decide on the best approach for the town to take to provide the recommendations, guidance and advice it finds appropriate to Trinity for consideration. Contemplated actions here range from the Board deciding not to forward recommendations, guidance and advice deemed to fall outside of the town's legitimate role in this real estate transaction; to passing the recommendations, guidance and advice on to Trinity as submitted by the Committee; to coordinating direct meetings between representatives of the Energy Committee and Trinity to further explore the recommendations, guidance and advice that has been provided.
2. The Committee will not attempt to influence the choices Trinity makes with regard to its contractors and subcontractors. Nor will the Committee seek to influence those entities directly or indirectly. If Trinity should ask the Committee for advice or suggestions in this area, the Committee may respond to those requests from Trinity directly.
3. The Committee and its Sub Committees will only publish those documents that are formally voted on and approved/endorsed by the full Committee. Should individual members of the Committee, or its Sub Committees desire to publish personal statements on issues of concern to them that relate to issues that are also of concern to the Committee, they need to either publish those statements without reference to their membership on the Committee, or they need to clearly state up front in their statements that the opinions they are expressing are their personal views, and not the official opinions of the Committee. With regard to official Committee statements that are subsequently recognized as containing incorrect information, the expectation is that the Committee will issue retractions/ corrections on a timely basis.
4. As an advisory committee to the town, the Committee does not have the authority to independently reach out to political representatives to advocate for specific positions or to attempt to trigger actions on the part of those political representatives that will directly, or indirectly, interfere with ongoing town activities, such as the town's current pending real estate transaction with Trinity. Should the Committee feel that political action by the town is warranted, the Committee should bring the case for taking that political action to the Select Board for a decision on whether or not to

pursue the action.

5. While this probably should go without having to be said, at no time, shall any member of this Committee take action that could subvert the ability of any member of the Select Board to carry out that member's responsibilities as a member of the Board by attempting to engage that member in actions that would undermine that member's legitimacy to act on issues coming before the Board. Actions that could have this impact strike at the core of the integrity of our town's government and are, therefore, strictly prohibited.

For over 12 years the Town has worked to find the right developer for the Medfield State Hospital site. The Town at this point has received nearly unanimous endorsement by Town Meeting of the Land Disposition Agreement with Trinity and the related zoning for the property. Actions of the Committee which are counter to the scope of the Committee and the directives above put the Town at risk for failing to fulfill the terms of the LDA, which, in turn, could cause Trinity to abandon the project, to the extreme detriment of the town. Accordingly, the Committee needs to recognize that the Select Board will act decisively to hold the Committee accountable for any actions it takes that could jeopardize the town's position in its dealings with Trinity during this project.

Since it was first created in 2008, the Medfield Energy Committee has been a productive and insightful source of advice and thought leadership in helping the town move ahead in a responsible manner to reduce energy usage in the pursuit of both environmental and economic benefits to the town and its residents. One need only look at the annual Green Community reports submitted by the Energy Committee over the past several years to see the tremendous positive impact the Committee has had on the town, and one need only talk to residents of the town to find numerous examples of the positive impact the Energy Committee has had on the decisions they have made in their own personal actions to reduce energy consumption and to protect the environment. The circumstances that have given rise to the need for this document represent a sad departure from the role and approach that the Energy Committee has played over the past 15 years. We want the Energy Committee to continue to be the collaborative, thoughtful committee that it has always been, not a committee that has acted in the ways we have recently seen with regard to the Trinity project.

Sincerely,

Select Board





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## Review and Complete Purchase

EOIN OCORCORA,

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For all other customers, click below to convert your quote to an order.

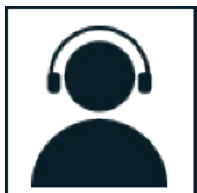
**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGSV794	3/9/2023	NGSV794	3399814	<b>\$9,286.78</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Poly Studio - Large Room Kit - video conferencing kit - no PC</a> Mfg. Part#: 7230-87720-001 Contract: Massachusetts IT Hardware and Services - ITC73 C3 (ITC73)	2	6758643	\$3,583.47	\$7,166.94
<a href="#">Poly HDX Ceiling Microphone - "Extension" Kit - microphone</a> Mfg. Part#: 2200-23810-002 UNSPSC: 52161520 Contract: Massachusetts IT Hardware and Services - ITC73 C3 (ITC73)	2	2147084	\$1,059.92	\$2,119.84

<b>SUBTOTAL</b>	\$9,286.78
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$9,286.78</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> MEDFIELD PUBLIC SCHOOLS ACCTS PAYABLE 459 MAIN ST MEDFIELD, MA 02052-2009 <b>Phone:</b> (508) 359-2302 <b>Payment Terms:</b> NET 30-VERBAL	<b>Shipping Address:</b> MEDFIELD PUBLIC SCHOOLS EOIN OCORCORA 459 MAIN ST MEDFIELD, MA 02052-2009 <b>Phone:</b> (508) 359-2302 <b>Shipping Method:</b> DROP SHIP-GROUND
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



### Sales Contact Info

**Steve Fiore** | (866) 613-1170 | [stepfio@cdw.com](mailto:stepfio@cdw.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$9,286.78	\$260.87/Month	\$9,286.78	\$298.01/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
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- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
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- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners.

Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration.

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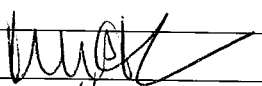
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**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

<b>MUNICIPAL EMPLOYEE INFORMATION</b>	
Name:	Kristine Trierweiler
Title or Position:	Town Administrator
Municipal Agency:	Town of Medfield
Agency Address:	459 Main Street, Medfield MA 02052
Office Phone:	508 906 3011
Office E-mail:	ktrierweiler@medfield.net
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
<b>PARTICULAR MATTER</b>	
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter.  I am appointed as the Town Administrator and have also been elected to serve on the Board of Directors of the MIIA Property and Casualty Group, Inc.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter.  Review and recommendation for property and casualty insurance for the Town of Medfield.
<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>	
Write an X by all that apply.	<input type="checkbox"/> I have a financial interest in the matter. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input checked="" type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person

	or organization, and the person or organization has a financial interest in the matter.
Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it.  As a MIIA Board Members I do not have a financial interest in the matter.
Employee signature:	
Date:	4/13/2023

### DETERMINATION BY APPOINTING OFFICIAL

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	<b>DETERMINATION</b>
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.



## MIIA HEALTH BENEFITS TRUST

### Medfield

#### Renewal Proposal

07/01/2023 - 06/30/2024

MONTHLY CONTRIBUTION RATES				
PRODUCTS		CURRENT	RENEWAL	
Unified Plan Name for FY2024	COVERAGE	RATES	RATES	CHANGE
Blue Care Elect Preferred	Individual	\$894.85	\$972.70	8.70%
	Family	\$2,328.72	\$2,531.32	
Network Blue NE	Individual	\$885.77	\$962.83	8.70%
	Family	\$2,304.24	\$2,504.71	
Access Blue NE Saver	Individual	\$751.38	\$816.75	8.70%
	Family	\$1,954.61	\$2,124.66	

Renewal rates are based on final plan design and enrollment.

Senior plans will renew on January 1, 2024.

Please provide a copy of the in-force PEC or IAC agreement, if applicable.

Signed commitment is due on or before April 1, 2023.

Renewal rates are based on continuing the current enrollment level.

Signature for Acceptance of Rates	Title	Date
Print Name		



## AMBULANCE SERVICES AGREEMENT

**THIS AMBULANCE SERVICES AGREEMENT** (“Agreement”) is made and entered into as of the later of February 1, 2023 (the “Effective Date”) between **VHS Acquisition Subsidiary Number 9, Inc.**, a Delaware Corporation, doing business as **MetroWest Medical Center** (“Hospital”) and **Town of Medfield** (“Company”).

### RECITALS:

A. Hospital operates an acute care hospital known as MetroWest Medical Center and is in need of ambulance transportation services (the “Services”).

B. Company operates an ambulance transportation service that is licensed to provide pre hospital Advanced Life Support (ALS) and/or pre hospital Basic Life Support Services, including defibrillators (AED’s) BLS administered Albuterol, BLS Intranasal Naloxone, and epinephrine auto injectors (EPI-Pens), Check and inject Epinephrine, and/or glucose monitoring devices (collectively the Services) and employs or otherwise contracts with qualified Emergency Medical Technicians (EMT) certified at the EMT-Paramedic Level, and/or EMT-Basic level, and operators commercially licensed in the Commonwealth of Massachusetts (“State”) with experience in furnishing the Services.

C. The Department of Public Health’s Regulations at 105 CMR 170.000 *et. seq.* and 105 CMR 171.000 *et. seq.* for provider services that elect to implement an EPI-Pen, AED and Approved assisted medication capabilities program if applicable, including but not limited to Aspirin, Albuterol and or a Special Project Waivers (SPW’s) require that an agreement exist between the company and a hospital with an Emergency Department staffed by physicians twenty-four (24) hours per day.

D. The Department of Public Health’s Regulations at 105 CMR 130.1500 *et. seq.* and 105 CMR 170.300 *et. Seq.* require that each ambulance services licensed to provide ALS services must have a written contract with one hospital licensed by the Department to provide medical control.

E. Company and Hospital agree that it is in the best interest of Hospital’s ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to provide the Services.

**NOW, THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Company agree as follows:

#### 1. COMPANY’S OBLIGATIONS.

a. **Services.** Hospital hereby engages Company to provide the Services for Hospital patients as requested by Hospital, and Company hereby accepts such engagement and

agrees to provide said Services in accordance with the terms and conditions of this Agreement. Company shall provide said Services through employees and/or contractors of Company (collectively, "Company Staff") who are qualified and appropriately licensed to perform all functions assigned to them by Company in connection with the provision of Services by Company hereunder. In addition, Company shall provide Hospital with documentation of all Services rendered hereunder; such documentation shall be submitted to Hospital on at least a monthly basis, and shall be in the form, and contain the information, requested by Hospital. Company will provide the aforesaid Services in part or in whole for patients in Hospital's service area.

**b. Provision of Services.**

(1) Company will staff its ambulance with Company Staff that maintain current Commonwealth EMT-P certification, EMT-B certification, as well as proof of EPI-PEN training, and or EPI (Check & Inject kits) BLS Albuterol Administration, BLS Intranasal Naloxone Administration and Glucose Monitoring. If Company provides ALS Services, Company staff shall also maintain current Advanced Cardiac Life Support (ACLS) Certification. Company must meet Massachusetts State OEMS requirements pursuant to 105 CMR 170.000.

(2) Hospital shall designate an Affiliate Hospital Medical Director (the "AHMD") to perform regulatorily required services and otherwise fulfill the requirements under 105 CMR 130.001 *et seq.* and perform in accordance with policies of the Department of public health's office of Emergency Medical services of the Commonwealth of Massachusetts (OEMS). Nothing herein shall require the Hospital to designate any specific individual as AHMD and the identification of the AHMD may change from time to time during the term of this Agreement.

(3) The AHMD shall meet the requirements set forth in 105 C.M.R. 130.1504

(4) Company may designate a physician to serve in the capacity of medical control director to company and oversee the Services provided by Company Staff (Service Medical Director) as long as the medical director meets the requirements of 105 CMR 130.1504 and is agreed upon by the hospital and its affiliate hospital medical director (as further defined below). Nothing herein shall require the Company to designate any specific individual as Service Medical Director and the identification of the Service Medical Director may change from time to time during the term as long as approved by the AHMD. Company shall notify Hospital/AHMD of any change of Service Medical Director prior to the effective date of the change in designation. The company-designated Service Medical Director shall meet with the AHMD no less than twice annually and shall be required to provide data about the Company's QA/QI activities as reasonably requested by AHMD.

(5) Hospital shall provide on-line medical direction through its physicians twenty-four (24) hours a day, seven (7) days a week in accordance with the Emergency Medical Services Pre-Hospital Treatment Protocols approved by the Department for application statewide (the "Statewide Treatment Protocols").

(6) Company agrees to staff and equip its ambulances with communications, treatment, and monitoring equipment required by OEMS and the Hospital in order to provide emergency medical care consistent with the community standards.

(7) Company agrees to adhere to both uniform treatment protocols and regional protocols in regard to the handling, dispensing, disposal and accounting of any controlled substances as required by law, including the requirements of 105 CMR 700.000.

(8) Company will provide Hospital with copies of the following: Current Department of Public Health registration for controlled substances, Office of Emergency Medical Services License as issued to the Company, list of Company staff in accordance with Commonwealth requirements, regional requirements, and the requirements according to the affiliation agreement set forth by the AHMD regarding staff licensure.

(9) Company agrees to appoint an individual who will be considered the "EMS Coordinator" for the Company and whose responsibility it shall be to collect company statistics about Company staff and submit regularly to AHMD or designee. If Company provides ALS services, such data shall include the number of responses by ALS provider, the number of ALS invasive and non-invasive skills each provider performs successfully and unsuccessfully including advanced airway management, intraosseous infusions, IV's, chest decompressions, cardiac pacing and defibrillations and others as may be allowed from time to time by the Department and according to the QA/QI P-I program set up by the AHMD and as further outlined in Hospital's policies and procedures. Said policies and procedures are subject to change in response to QA/QI changes set forth by AHMD or the Commonwealth of Massachusetts.

(10) Company shall be responsible for following the QA/QI program set forth by the AHMD, as applicable to the level of life support services provided by company.

(11) Company shall be responsible for producing appropriate and adequate documentation of Pre-Hospital records, electrocardiograph strips uploaded to EPCR, and other documentation related to patient care in accordance with 105 CMR 170.330 and 170.345 in a timely manner as agreed upon by the parties.

(12) Company shall be responsible for providing appropriate documentation and records regarding personnel training, BLS and/or ALS certification and recertification records requested by Hospital/AHMD.

(13) Company is responsible for ensuring that: personnel are available to attend educational sessions provided by Hospital/AHMD under this agreement. Company shall ensure that personnel attend a minimum of five (5) EMS "M&M" rounds annually. If they do not attend the provided training, Company may provide internal training which must be done to make EMS rounds. This criterion will be at the discretion of the AHMD and or Company training department designee. This is not limited to but will also include quarterly in-house EMS training forwarded by AHMD.

(14) Company agrees to promptly notify Hospital/AHMD of any significant clinical issue affecting those EMT's who are covered by this agreement within 48 hours of discovery, including but not limited to notification of Company or OEMS action against any EMT of any level such as denial, suspension, revocation or refusal to renew certification and or other clinical investigation, disciplinary action such as reprimand, letter of clinical deficiency, or advisory letter against any EMS personnel employed by Company, and or self-reportable incidents to OEMS.

(15) Company agrees to provide Hospital/AHMD a list of all other hospitals with which company has a pharmacy agreement and a list of hospitals to which the company transports.

(16) If Company provides Advanced life support (ALS). The Company agrees to abide by Hospital's medical control policies and procedures, as may be amended, including policies and procedures for (i) complying with hospitals EMS QA/QI performance improvement program, and (ii) obtaining medications from Hospital's pharmacy. Hospital has provided company copies of such policies and procedures in effect at the time this agreement is executed, and shall promptly provide company with all *revisions thereto*.

(17) Hospital shall replenish medications and controlled substances ("Drugs") utilized by Company staff in furtherance of services by Company staff to patients transferred to Hospital. Hospital shall charge company for drugs in accordance with its then-current wholesale acquisition cost. Appendix A attached hereto and incorporated herein by reference provides a current list of the Drugs. Said list will update automatically as the State regulates the use and/or distribution of listed medications. Hospital shall submit an invoice to Company on a monthly basis and Company shall remit payment to hospital within thirty (30) days of receipt of such invoice. At all times, the parties shall comply with all applicable state and federal healthcare program payment and coverage rules and regulations.

(18) The parties shall (1) maintain records of the Drugs used and associated patient records; (2) provide a copy of such records to the other party within a reasonable time (unless the other party is separately maintain records of the replenished drugs); and (3) make those records available to both the MA Department of Public Health and federal Department of Health and Human services promptly upon request.

c. **Applicable Standards.** Company and its Company staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or local bylaw or established by the rules and regulations of any federal, State or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including the Joint Commission, having authority to set standards for health care facilities.

d. **Records and Reports.** Company shall provide or cause to be provided to Hospital all records and reports requested by Hospital. Company's records of billings and receipts relating to the Services performed hereunder shall be available to Hospital upon request. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

e. **Use of Premises.** Neither Company nor Company staff shall use, or knowingly permit any person under its direction to use, any part of Hospital's premises for any purpose other than the performance of the Services for Hospital, its patients and its private physicians pursuant to this Agreement.

f. **Representations and Warranties.** Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or arrangement which would preclude Company or any Company staff from entering into, or from fully performing the Services required under, this Agreement; (ii) neither Company nor any Company staff's license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) Company and Company staff have, and shall maintain throughout this Agreement, all appropriate federal and State licenses and certifications which are required to perform the Services under this Agreement; (iv) all drivers employed by Company to provide the Services under this Agreement will at all times hold valid drivers' licenses, with appropriate passenger endorsements, issued by the State Department of Motor Vehicles. All vehicles used by Company will be properly maintained and will comply with all applicable regulations and inspections requirements of the State Highway Patrol and any other applicable governmental or non-governmental agencies; (v) Company shall compensate any physician affiliated with Company, including but not limited to any physician shareholder, member, partner, employer and/or independent contractor, in a manner that is commercially reasonable and consistent with fair market value, and that does not vary with or reflect or relate to either directly or indirectly, the volume or value of any actual or anticipated patient referrals to, or other business generated for, the Hospital; (vi) Company shall comply with all relevant claims submission and billing laws and regulations. Company further represents to Hospital that the compensation paid or to be paid by Company to any physician is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital. Company represents to Hospital that Company has and will at all times maintain a written agreement with any physician receiving compensation from Company who is not an employee of Company (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Company further represents that with respect to employees of Company with whom Company does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to Company by the employee.

g. **Hospital Employees; Company Staff Obligations.** Company shall not solicit the services of, nor employ or procure on behalf of another, the employment of any individual currently employed by Hospital or under a service contract with Hospital; nor shall Company or any of the Company Staff engage in any other activity which would be in conflict with its respective obligations hereunder. Company shall cause all Company staff to comply with the terms and conditions of this Agreement.

h. **Provision of the Services.** (i) Company will staff each ambulance with at least two (2) Company staff who are certified with the State Department of Health to perform ambulance duties as required hereunder; (ii) Company Staff supplied by Company shall hold a minimum certificate of training as an Emergency Medical Technician. For situations requiring a higher level of care, Company staff shall be certified as EMT-Special Skills or EMT-Paramedic; (iii) it shall be the responsibility of Company to ensure that all Company staff are qualified to provide transport and emergency services; (iv) Company shall agree to maintain each ambulance with all emergency equipment and supplies for handling patient emergencies; and (v) it shall be the responsibility of Company to promptly return any Hospital equipment used during transport, or Hospital personnel required to accompany patient during same, to Hospital. Company agrees to reimburse Hospital for any equipment which is lost, broken, not returned, or otherwise missing after the transport. Cost for such equipment shall be at replacement value.

## 2. **COMPANY'S COMPENSATION.**

a. **Entire Compensation.** Company shall have the sole responsibility to compensate Company staff. Company reserves the right, in its sole discretion, to determine the compensation payable to each Company staff. Company hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital in connection with any claims for compensation by Company staff for the Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

b. **Managed Care.** Company shall participate in all third-party payment or managed care programs in which Hospital participates, render the Services to any and all patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for the Services of Company to program patients.

3. **TERM.** The term of this Agreement ("Term") shall commence on the Effective Date and end on January 31, 2025. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

## 4. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least thirty (30) days' prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days' prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

d. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **COMPANY'S STATUS.** Company and each Company staff shall act at all times under this Agreement as independent contractors. The parties agree that Hospital shall not have and shall not exercise any control or direction over the manner or method by which each Company staff provides the Services. However, Company shall require all Company staff to perform at all times in accordance with currently approved methods and standards of practice for the Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## 6. **INSURANCE.**

a. Company shall secure and maintain at all times during the Term, at Company's sole expense, commercial general liability insurance, covering Company, all Company staff and all of Company's employees, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability Insurance covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence; \$1,000,000 general aggregate  
and  
\$1,000,000 per occurrence Personal/Advertising Injury  
\$1,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an Additional Insured and shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

b. Company shall also secure and maintain at all times during the Term, at Company's sole expense, workers' compensation and employers' liability insurance covering Company's employees and all Company Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Such coverage shall be placed as an actual Workers' Compensation policy, not as a health benefits policy, and shall be endorsed to include (1) a waiver of subrogation in favor of Hospital, and (2) a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

c. Company shall also secure and maintain at all times during the Term, at Company's sole expense, comprehensive auto liability covering Company, all Company Staff and all of Company's employees, and any vehicle which will be used in connection with this Agreement or which will be brought onto Hospital property, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per occurrence; \$3,000,000 aggregate or  
\$3,000,000 Combined Single Limit

Policy shall include Physical Damage (Comprehensive/Collision) on all vehicles as well with a deductible no higher than \$500/claim or occurrence. Policy shall be endorsed (1) to include Hospital as an Additional Insured and (2) to afford a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

d. Company shall secure and maintain at all times during the Term, at Company's sole expense, professional liability insurance covering Company, all Company staff, all of Company's employees, and any Emergency Medical Technicians or Paramedics employed or utilized in connection with this Agreement, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per claim/occurrence and \$3,000,000 aggregate

Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement, and Company shall provide Hospital a certificate of insurance evidencing such coverage.

7. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Company agrees that at least for four (4) years after the furnishing of such Services, Company shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **CONFIDENTIALITY.** Company and Company Staff agree to maintain and hold as confidential and to not disclose any confidential or proprietary information that Company or Company Staff may be provided during the term of this Agreement to any other person (with the exception of Company's or any Company Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital ("Confidential Information"). As between Hospital, its affiliates, and Company, any Confidential Information of Hospital or its affiliates or Data provided to or learned by Company for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall Company claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services Company is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, Company shall not use, authorize

to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of Company or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, Company hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers. With respect to any patient or medical record information regarding Hospital patients, Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

11. **DISCLOSURE OF TERMS OF AGREEMENT.** Neither Company nor any Company staff shall refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. Company shall not represent, directly or indirectly, that any product or service of Company

has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

13. **REFERRALS.** The parties acknowledge that none of the benefits granted Company hereunder are conditioned on any requirement that Company make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates.

14. **NON-DISCRIMINATION.** Company agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

15. **COMPLIANCE OBLIGATIONS.** Company represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. Company shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

16. **EXCLUSION LISTS SCREENING.** Company shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents

("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Company shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

**VHS ACQUISITION SUBSIDIARY NUMBER 9, INC  
d/b/a METROWEST MEDICAL CENTER**

By: \_\_\_\_\_  
Name: John Whitlock  
Title: Interim Chief Executive Officer  
Date: \_\_\_\_\_  
Address: 115 Lincoln Street  
Framingham, MA 01702

**TOWN OF MEDFIELD:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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**SCHEDULE 1**

**Affiliate Hospital Medical Director  
Designated physician serving in the capacity of medical director to Company and overseeing the  
services provided by**

**David M. Morris, M.D.**

## **ADVANCED LIFE SUPPORT (ALS-PARAMEDIC LEVEL) MEDICATION LIST**

ALL of the following medications are required (in addition to/above those required for ALS-Advanced and Basic Life Support vehicles):

REQUIRED MEDICATIONS		
Medication Name	Suggested Concentration/ Formulation	Minimum quantity per vehicle
<b>Adenosine</b> (Adenocard)	6mg/2mL	36mg
<b>Albuterol</b>	2.5mg for Nebulizer	10mg
<b>Amiodarone</b>	150mg/3mL	450mg
<b>Atropine Sulfate</b>	1mg	3mg
<b>Acetaminophen PO</b>	1000mg	2000mg or bottle
<b>Calcium Chloride</b>	10% solution-- 100mg/mL	1g
<b>Dextrose</b>	25g of D10, additional medication as D10, D25 or D50	50g
<b>Diltiazem</b>		100mg
<b>Diphenhydramine</b> (Benadryl)	50mg	100mg
<b>Dopamine **</b> (typically comes in two options)	400mg/250mL Or 800mg/500ml	1 pre-mixed bag
<b>Epinephrine</b>	1:1000 for infusion	2mg
<b>Epinephrine</b>	1:10,000 (1mg pre-filled syringes)	12mg
<b>Fentanyl</b> (Sublimaze)	50mcg/mL	400mcg
<b>Furosemide (Lasix)</b>		80mg
<b>Glucagon</b>	1mg	2mg
<b>Haloperidol</b> (Haldol)	5mg	10mg
<b>Ibuprofen PO</b>	200 mg	1200 mg or bottle
<b>Ipratropium Bromide</b> (Atrovent)	0.5mg	2000mcg/4 doses
<b>Ketorolac</b>	15mg IV or 30mg IM	60mg
<b>Lidocaine HCL 2%</b>	Pre-Filled syringes; 20mg/ml	200mg
<b>Lidocaine HCL</b>	Vials for infusion or pre-mixed bags	2gm/1 bag
<b>Magnesium Sulfate</b>		4g
<b>Metoprolol</b> (Lopressor)	5mL	10mg

<b>Midazolam (Versed)</b>	2mg/mL	12mg
<b>Naloxone (Narcan)</b>		20mg
<b>Nitroglycerin</b>	Bottle or 6 unit dose tabs & Paste (1) tube/2 doses	1 each
<b>Norepinephrine *</b> (Levophed)	4mg/4mL	4mg
<b>Dextrose 5%</b> Diluent packaged with norepinephrine		250mL
<b>Racemic Epinephrine</b>	11.25mg/2mL	2 doses
<b>Sodium Bicarbonate</b>	2 pre-filled @ 50mL	100 mEq
<b>Methylprednisolone</b> (Solu-Medrol) <b>OR Hydrocortisone</b> (Solu-Cortef)	125mg <b>OR</b> 100mg	125mg <b>OR</b> 100mg

OPTIONAL MEDICATIONS			
<b>Hydroxycobalamin (B12)</b>	<b>Tetracaine</b>		<b>NeoSynephrine/Phenylephrine nasal</b>
<b>Cyanide antidote kit</b>	<b>Vasopressin</b>	<b>Lidocaine jelly</b>	<b>Nerve Agent antidote kit</b>
<b>Tranexamic Acid: 2g/vehicle</b>	<b>Morphine: 20mg/vehicle</b>		<b>Ketamine: 1000mg/vehicle</b>
<b>Acetaminophen IV : 2000mg/vehicle</b>		<b>Any other medications, as authorized by DPH</b>	

\* Dopamine must be carried until IV pump available; then only norepinephrine must be carried.

## ADVANCED LIFE SUPPORT (ADVANCED EMT LEVEL) MEDICATION LIST

This list represents the medications required to be maintained on an ALS vehicle at the Advanced EMT level. Each quantity is in addition to/above the requirements of Basic Life Support vehicles.

REQUIRED MEDICATIONS		
Medication Name	Suggested Concentration/ Formulation	Minimum quantity per vehicle
<b>Albuterol</b>	2.5mg for Nebulizer	10mg
<b>Dextrose</b>	25g of D10, additional Medication as D10, D25 or D50	50g
<b>Glucagon</b>	1mg	2mg
<b>Ipratropium Bromide</b> (Atrovent)	0.5mg	2000mcg/ 4 doses
<b>Lidocaine HCL 2%</b>	Pre-Filled syringes; 20mg/ml	200mg
<b>Naloxone (Narcan)</b>		20mg
<b>Nitroglycerin</b>	Bottle or 6 unit dose tabs/2 doses	1 each
<b>Odansetron (Zofran)</b>	4mg ODT tablet; 2mg/ml IV	8mg

## BASIC LIFE SUPPORT (BLS) MEDICATION LIST

This list represents the medications required to be maintained on a BLS vehicle. These medications are to be carried by ALS vehicles at the Advanced EMT and Paramedic levels as well.

REQUIRED MEDICATIONS		
Medication Name	Suggested Concentration/ Formulation	Minimum quantity per vehicle
<b>Epinephrine Auto-Injector</b> <b>OR Injectable Epinephrine</b>	Adult and Pedi; 1mg/ml	2 Adult, 2 Pedi 2 Adult kits, 2 Pedi kits
<b>Aspirin (chewable)</b>	81mg or 324mg	648mg
<b>Naloxone (prefilled syringe with nasal atomizer)</b>	2mg	8mg
<b>Oral glucose (or equivalent)</b>	25g	2

OPTIONAL MEDICATION
<b>Albuterol (Required if using CPAP)</b>
<b>Glucagon 2 mg/vehicle</b>
<b>Ipratropium 2000mcg/vehicle</b>

If you have any questions, please contact Renée Atherton, NRP, OEMS Compliance Coordinator, at [renee.atherton@state.ma.us](mailto:renee.atherton@state.ma.us).





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

CONTRACT # DPW 2023-04

STATE CONTRACT # (if applicable) \_\_\_\_\_

This Contract is made this 18<sup>th</sup> day of April 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 Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the “Town” and Truax Corp., having a usual place of business at 40 Plain Street, North Attleboro, MA 02790, hereinafter referred to as the “Contractor”.

#### WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work to provide catch basin cleaning services and the Town has decided to award the contract therefore to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor’s Pricing Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program by providing catch basin cleaning services in accordance with Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town’s acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: April 18, 2023 through September 30, 2023 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall \$20.75 per catch basin cleaned (*estimated total of 2,100 catch basins x \$20.75 = \$43,575*) and material stockpiled for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established catch basin cleaning service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the service of drainage structures.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution

or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

*(Contractor)*

Board of Selectmen

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

\_\_\_\_\_  
Mark G. Cerel, Town Attorney

\_\_\_\_\_  
Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

### **CERTIFICATE OF STATE TAX COMPLIANCE**

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

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

\_\_\_\_\_  
Clerk of Corporation

SEAL

# ATTACHMENT

A

**TOWN OF MEDFIELD  
459 MAIN STREET  
MEDFIELD, MA 02052**

**CHAPTER 30B QUOTATION FORM**

Date of Quote: 4/13/2023 Department: Public Works

Item(s) to be Purchased:

Catch Basin Cleaning Services with Material stockpiled

WBE/MBE? Yes ☐ No ☒

State Bid Item? Yes ☐ No ☒

Emergency Procurement? Yes ☐ No ☒

State Contract #                     

Sole Source Procurement? Yes ☐ No ☒

(If yes to above)

Explanation (If Emergency or Sole Source):

1st Vendor: Truax Corp.

Name of Person: Lloyd Truax

Price: \$20.75 per catch basin

2nd Vendor: Leo Vigeant Company, Inc.

Name of Person: Sales Rep

Price: \$25.50 per catch basin

3rd Vendor: Roadway Maintenance

Name of Person: Sales Rep

Price: \$24.00 per catch basin

Awarded To: Truax Corp.

Reason: Lowest responsible and responsive bidder

Approved:

*Maurice Goulet*

Department Head

4/13/2023

Date

Town Administrator

Date

\*\*\*\*\* PLEASE SOLICIT WBE/MBE BUSINESS \*\*\*\*\*  
\*\*\*\*\* MAKE AN EFFORT TO CONTACT AT LEAST ONE \*\*\*\*\*



40 Plain Street – North Attleboro, MA 02790  
Tel (508)316-0979 • Fax (508-) 316-0739

**PROPOSAL FOR CATCH BASIN CLEANING**  
TOWN OF MEDFIELD

March 24, 2023

Below is our quote for catch basin cleaning in Medfield, MA. The method of cleaning is with a clamshell truck.

LOCATION	JOB DESCRIPTION	COST PER CATCH BASIN
Town of Medfield, MA	Clean catch basins in town and stockpile material	\$20.75

All necessary insurance certificates will be provided to the town if we are selected.

Sincerely,

Lloyd M. Truax  
President





April 4, 2023

Board of Selectmen  
459 Main Street  
Medfield, MA 02052

Re: MEMO's 2023 Summer Concert Series

Dear Selectmen:

Request is made to hold our annual Summer Concert Series on Thursdays, June 15<sup>th</sup> through August 17<sup>th</sup>, at the Gazebo and the park outside the Library.

Request is also made to hang our banner announcing the Concert Series across Main Street at Baxter Park from around June 3<sup>rd</sup> through the last concert.

If your Board is willing to approve MEMO's plans on the same basis as past years, please indicate your consent by signing below and returning one copy to me.

Very truly yours,

Russ Hallisey, MEMO Summer Concerts 2023 Chair  
Tel: 508-733-9995

APPROVED AND ASSENTED TO BY THE TOWN OF MEDFIELD:

BOARD OF SELECTMEN

By:

\_\_\_\_\_  
Osler L. Peterson, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eileen Murphy

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gus Murby

\_\_\_\_\_  
Date





**TOWN OF MEDFIELD**  
*Office of the*  
**SELECT BOARD**

***Select Board***

Osler L. Peterson, Chair  
Eileen M. Murphy, Clerk  
Gustave H. Murby, Member

TOWN HOUSE  
459 MAIN STREET  
MEDFIELD, MA 02052-0315  
(508) 906 3011  
[www.town.medfield.net](http://www.town.medfield.net)

***Town Administrator***

Kristine Trierweiler

***Assistant Town Administrator***

Frank Gervasio

April 18, 2023

Secretary Yvonne Hao  
Executive Office of Housing & Economic Development  
One Ashburton Place, Room 2101  
Boston, MA 02108

RE: FULL-FY24-Medfield-Medfield-00048

Dear Secretary Hao,

We are writing to share our strong support of the Town of Medfield's One Stop/MassWorks grant application for public infrastructure funding to support the redevelopment of the former Medfield State Hospital site into a mixed income residential development.

The Town of Medfield has been working with the state on repositioning the former Medfield State Hospital site dating back to the 1970s when the then-Department of Mental Health first began shuttering the site and through 2003 when the site was finally closed to state operations. The Town ultimately purchased this site from DCAMM in 2014 when the site was conveyed to the Town with buildings containing extensive lead and asbestos that are incredibly expensive to remediate. The site was also conveyed with infrastructure that is obsolete or non-existent. The town has spent approximately \$4.5M to date to secure the parcel.

In 2018, the Town completed a Strategic Reuse Master Plan and subsequently passed zoning in 2019. In early 2022, Trinity Acquisitions LLC was selected by the Town as Master Developer through a competitive RFP process, and at a June 2022 Special Town Meeting, the Town secured near unanimous support to proceed with a Land Disposition Agreement (LDA) with Trinity Acquisition LLC to build 334 units of rental apartments (25% affordable) at the site. The Board of Selectmen and Trinity signed the LDA after the meeting, and the parties have worked together on a thoughtful and productive permitting process.

With state infrastructure support, Trinity Acquisitions LLC will construct 334 rental units at 25% affordability to help Medfield exceed the 10% SHI affordability threshold and we expect this project to enable the Town to become compliant with the MBTA Communities Act. Trinity's project is consistent with the housing and economic goals outlined in the 2018 Medfield State Hospital Reuse Master Plan and the 2021 Medfield Master Plan. The property has been subject to significant public engagement over the past decade, and the town at large is supportive of remediation and redevelopment of the former state hospital site into new housing and public amenities. The project will create much-needed housing in the region, in addition to open space and cultural amenities for the community. The project will generate approximately \$700,000 in net new tax revenues annually at full build.

The Town of Medfield's One Stop/MassWorks grant application will be support the construction of public roadways and utilities that are currently at a 25% state of design. Due to the condition of the site when it was transferred by the state to the Town of Medfield, no redevelopment project at this site is economically feasible without significant investment in site remediation and infrastructure, including state support.

For this reason, the Medfield Select Board asks for the state's support of the Town's FY24 MassWorks application to finally unlock redevelopment progress at the Medfield State Hospital and put this land area back into productive use to serve our residents and the region at large.

With thanks,

Select Board

Osler L. Peterson, Chair

Eileen M. Murphy, Clerk

Gustave H. Murby, Third Member



April 10, 2023

Board of Selectmen  
459 Main Street  
Medfield, MA 02052

Re: New Life Furniture Bank – 5K Trail Run signs

Dear Selectmen:

New Life requested and received permission for their annual 5K Trail Run at the State Hospital property.

We forgot to ask for permission to place signs on Town property.

Request is made to place signs on Town property at the following locations: North and Main Streets, Hartford and Main Streets, Town transfer station driveway exit, and South and Spring Streets.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Russ", with a long horizontal flourish extending to the right.

Russ Hallisey

Informational

**James L. Hughes, Sr.**  
**3 Miniham Lane**  
**Norwood, MA 02062**

781-769-5589 (h)

617-694-5589 (c)

March 3, 2023

Chief Michelle Guerette  
Medfield Police Department  
112 North Street  
Medfield, MA 02052

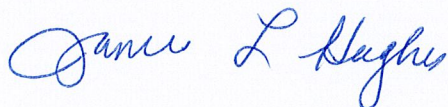
Dear Chief Guerette:

It was my distinct pleasure to work with your Department during the Toys for Tots drive that is held annually by the U. S. Marine Corps. It was only my second year working with the Officers in Medfield and it was, once again, a wonderful experience.

I am a retired Marine and have worked on the Toys for Tots program as a volunteer for over thirty years. I go to a number of State and local Police Departments to transport the toys that have already been donated and stored at these facilities. I then either assist other volunteers in transporting or transport the toys myself.

It was an honor this year for me to work with the Officers and other employees under your command. Every one that I encountered was enthusiastic, polite and very helpful. This, I believe, is a credit to your command. Thank you for a job well done!

Sincerely,

A handwritten signature in blue ink that reads "James L. Hughes". The signature is written in a cursive style with a large, stylized 'J' and 'H'.

James L. Hughes, MGySgt (E9) USMC, Retired

cc: Mr. Gus Murby, Board of Selectmen

Ms. Kristine Trierweiler, Town Administrator





April 3, 2023

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

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change to the Xfinity channel lineup provided in your community:

- *Effective May 12, 2023, ShopHQ will no longer be available with Xfinity.*

Customers are receiving notice of this change in their bill. Please do not hesitate to contact me with any questions at [patrick\\_shearns@comcast.com](mailto:patrick_shearns@comcast.com).

Very truly yours,

*Patrick J. Shearns*

Patrick J. Shearns, Sr. Manager  
Government Affairs





SOVEREIGN CONSULTING INC.

April 7, 2023

Ms. Kristine Trierwieler  
Town Administrator  
Medfield Town Hall  
459 Main Street  
Medfield, MA 02052

Re: **Results of Groundwater Sampling Conducted March 8, 2023**  
In the Vicinity of Former Texaco-Branded Service Station No. 100084  
26 Spring Street, Medfield, Massachusetts  
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from a groundwater monitoring well located on the shoulder of Spring Street on March 8, 2023. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

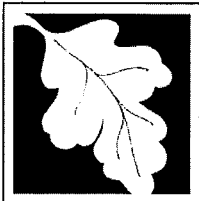
Please contact the MassDEP or the undersigned if you have any questions or require additional information. Please note that public involvement opportunities are available to you pursuant to 310 CMR 40.1404 for Tier classified sites. Equilon Enterprises LLC dba Shell Oil Products US and Sovereign thank you for your cooperation in this matter.

Sincerely,  
SOVEREIGN CONSULTING INC.

Barbara K. Laughlin  
Project Manager

Attachments: MassDEP Form BWSC-123  
Laboratory Data Report

cc: Edward Henke, Equilon Enterprises LLC dba Shell Oil Products US  
Sovereign File - 2L883



## NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

**BWSC 123**

This Notice is Related to  
Release Tracking Number

2

3003830

**A. The address of the disposal site related to this Notice and Release Tracking Number (provided above):**

1. Street Address: 26 Spring Street  
City/Town: Medfield Zip Code: 02052

**B. This notice is being provided to the following party:**

1. Name: Randy Eakin c/o Randy's Automotive Service, Inc.  
2. Street Address: 26 Spring Street  
City/Town: Medfield Zip Code: 02052

**C. This notice is being given to inform its recipient (the party listed in Section B):**

- ☒ 1. That environmental sampling will be/has been conducted at property owned by the recipient of this notice.  
☒ 2. Of the results of environmental sampling conducted at property owned by the recipient of this notice.  
☒ 3. Check to indicate if the analytical results are attached. (If item 2. above is checked, the analytical results from the environmental sampling must be attached to this notice.)

**D. Location of the property where the environmental sampling will be/has been conducted:**

1. Street Address: 26 Spring Street  
City/Town: Medfield Zip Code: 02052

2. MCP phase of work during which the sampling will be/has been conducted:

- |   |   |
|---|---|
| <input type="checkbox"/> Immediate Response Action              | <input type="checkbox"/> Phase III Feasibility Evaluation                   |
| <input type="checkbox"/> Release Abatement Measure              | <input type="checkbox"/> Phase IV Remedy Implementation Plan                |
| <input type="checkbox"/> Utility-related Abatement Measure      | <input checked="" type="checkbox"/> Phase V/Remedy Operation Status         |
| <input type="checkbox"/> Phase I Initial Site Investigation     | <input type="checkbox"/> Post-Class C Operation, Maintenance and Monitoring |
| <input type="checkbox"/> Phase II Comprehensive Site Assessment | <input type="checkbox"/> Other _____  |

(specify)

3. Description of property where sampling will be/has been conducted:

- ☐ residential ☐ commercial ☐ industrial ☐ school/playground ☒ Other \_\_\_\_\_  
(specify)

4. Description of the sampling locations and types (e.g., soil, groundwater) to the extent known at the time of this notice.

Groundwater from monitoring wells.

**E. Contact information related to the party providing this notice:**

Contact Name: Barbara Laughlin  
Street Address: 9 Payson Road, Suite 150  
City/Town: Foxboro Zip Code: 02035  
Telephone: (508) 339-3200 Email: blaughlin@sovcon.com

## **NOTICE OF ENVIRONMENTAL SAMPLING**

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

### **MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE**

This notice is being provided pursuant to the Massachusetts Contingency Plan and the notification requirement at 310 CMR 40.1403(10). The Massachusetts Contingency Plan is a state regulation that specifies requirements for parties who are taking actions to address releases of chemicals (oil or hazardous material) to the environment.

### **THE PERSON(S) PROVIDING THIS NOTICE**

This notice has been sent to you by the party who is addressing a release of oil or hazardous material to the environment at the location listed in **Section A** on the reverse side of this form. (The regulations refer to the area where the oil or hazardous material is present as the "disposal site".)

### **PURPOSE OF THIS NOTICE**

When environmental samples are taken as part of an investigation under the Massachusetts Contingency Plan at a property on behalf of someone other than the owner of the property, the regulations require that the property owner (listed in **Section B** on the reverse side of this form) be given notice of the environmental sampling. The regulations also require that the property owner subsequently receive the analytical results following the analysis of the environmental samples.

**Section C** on the reverse side of this form indicates the circumstance under which you are receiving this notice at this time. If you are receiving this notice to inform you of the analytical results following the analysis of the environmental samples, you should also have received, as an attachment, a copy of analytical results. These results should indicate the number and type(s) of samples (e.g., soil, groundwater) analyzed, any chemicals identified, and the measured concentrations of those chemicals.

**Section D** on the reverse side of this form identifies the property where the environmental sampling will be/has been conducted, provides a description of the sampling locations within the property, and indicates the phase of work under the Massachusetts Contingency Plan regulatory process during which the samples will be/were collected.

### **FOR MORE INFORMATION**

Information about the general process for addressing releases of oil or hazardous material under the Massachusetts Contingency Plan and related public involvement opportunities may be found at <http://www.mass.gov/dep/cleanup/oview.htm>. For more information regarding this notice, you may contact the party listed in **Section E** on the reverse side of this form. Information about the disposal site identified in **Section A** is also available in files at the Massachusetts Department of Environmental Protection. See <http://mass.gov/dep/about/region/schedule.htm> if you would like to make an appointment to see these files. Please reference the **Release Tracking Number** listed in the upper right hand corner on the reverse side of this form when making file review appointments.



Dayton, NJ

03/24/23

The results set forth herein are provided by SGS North America Inc.

*e-Hardcopy 2.0*  
*Automated Report*

## Technical Report for

### Shell Oil Products US

SCMAW: 26 Spring Street, Medfield, MA

2L883; PO# 2L883.10R

SGS Job Number: JD61685

Sampling Date: 03/08/23

### Report to:

Sovereign Consulting, Inc.  
9 Payson Road, Suite 150  
Foxborough, MA 02035  
blaughlin@sovcon.com

ATTN: Barbara Laughlin

Total number of pages in report: 18



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable.

David Chastain  
General Manager

Client Service contact: Schuyler E. Weiss 732-329-0200

Certifications: NJ(12129), NY(10983), CA, CT, FL, IL, IN, KS, KY, LA, MA, MD, ME, MN, NC, OH VAP (CL0056), AK (UST-103), AZ (AZ0786), PA(68-00408), RI, SC, TX, UT, VA, WV

This report shall not be reproduced, except in its entirety, without the written approval of SGS.  
Test results relate only to samples analyzed.

SGS North America Inc. • 2235 Route 130 • Dayton, NJ 08810 • tel: 732-329-0200 • fax: 732-329-3499

SGS is the sole authority for authorizing edits or modifications to this document.  
Unauthorized modification of this report is strictly prohibited.  
Review standard terms at: <http://www.sgs.com/en/terms-and-conditions>

Please share your ideas about  
how we can serve you better at:  
EHS.US.Customercare@sgs.com

**SGS**

1 of 18

JD61685

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<b>Section 6: QA/QC Summary .....</b>	<b>15</b>
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<b>6.2: Blank Spike/Blank Spike Duplicate Summary .....</b>	<b>17</b>
<b>6.3: Surrogate Recovery Summaries .....</b>	<b>18</b>

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## Sample Summary

Shell Oil Products US

Job No: JD61685

SCMAW: 26 Spring Street, Medfield, MA  
Project No: 2L883; PO# 2L883.10R

Sample Number	Collected Date	Time By	Received	Matrix Code Type	Client Sample ID
------------------	-------------------	---------	----------	---------------------	---------------------

This report contains results reported as ND = Not detected. The following applies:  
Organics ND = Not detected above the RL

---

JD61685-1	03/08/23	10:55	03/09/23	AQ	Ground Water	MW-105
-----------	----------	-------	----------	----	--------------	--------

## CASE NARRATIVE / CONFORMANCE SUMMARY

2

**Client:** Shell Oil Products US

**Job No:** JD61685

**Site:** SCMAW: 26 Spring Street, Medfield, MA

**Report Date** 3/24/2023 5:30:13 PM

On 03/09/2023, 1 sample(s), 0 Trip Blank(s), and 0 Field Blank(s) were received at SGS North America Inc. (SGS) at a temperature of 2.8 °C. The samples were intact and properly preserved, unless noted below. An SGS Job Number of JD61685 was assigned to the project. The lab sample ID, client sample ID, and date of sample collection are detailed in the report's Results Summary.

Specified quality control criteria were achieved for this job except as noted below. For more information, please refer to the analytical results and QC summary pages.

### GC Volatiles By Method MADEP VPH REV 2.1

<b>Matrix:</b> AQ	<b>Batch ID:</b> GBH1419
-------------------	--------------------------

- All samples were analyzed within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.

SGS certifies that data reported for samples received, listed on the associated custody chain or analytical task order, were produced to specifications meeting SGS's Quality System precision, accuracy and completeness objectives except as noted.

Estimated non-standard method measurement uncertainty data is available on request, based on quality control bias and implicit for standard methods. Acceptable uncertainty requires tested parameter quality control data to meet method criteria.

SGS is not responsible for data quality assumptions if partial reports are used and recommends that this report be used in its entirety. This report is authorized by SGS indicated via signature on the report cover.

Friday, March 24, 2023

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SGS

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JD61685

## Summary of Hits

Page 1 of 1

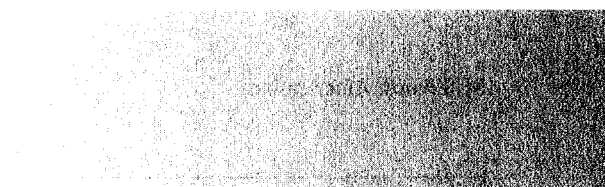
Job Number: JD61685  
Account: Shell Oil Products US  
Project: SCMAW: 26 Spring Street, Medfield, MA  
Collected: 03/08/23



Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
JD61685-1	MW-105					
Naphthalene		9.7	2.0		ug/l	MADEP VPH REV 2.1
C5- C8 Aliphatics (Unadj.)		289	100		ug/l	MADEP VPH REV 2.1
C9- C12 Aliphatics (Unadj.)		2400	100		ug/l	MADEP VPH REV 2.1
C5- C8 Aliphatics		289	100		ug/l	MADEP VPH REV 2.1
C9- C12 Aliphatics		883	100		ug/l	MADEP VPH REV 2.1
C9- C10 Aromatics		1510	100		ug/l	MADEP VPH REV 2.1

**SGS**

Dayton, NJ



**Section 4**

**4**

**Sample Results**

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**Report of Analysis**

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**SGS**

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JD61685

## Report of Analysis

Page 1 of 1

Client Sample ID:	MW-105	Date Sampled:	03/08/23
Lab Sample ID:	JD61685-1	Date Received:	03/09/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	MADEP VPH REV 2.1		
Project:	SCMAW: 26 Spring Street, Medfield, MA		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	BH38180.D	1	03/14/23 20:15	JN	n/a	n/a	GBH1419
Run #2							

Run #	Purge Volume
Run #1	5.0 ml
Run #2	

## MADEP VPH List

CAS No.	Compound	Result	RL	Units	Q
71-43-2	Benzene	ND	1.0	ug/l	
100-41-4	Ethylbenzene	ND	2.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
91-20-3	Naphthalene	9.7	2.0	ug/l	
108-88-3	Toluene	ND	2.0	ug/l	
	m,p-Xylene	ND	2.0	ug/l	
95-47-6	o-Xylene	ND	2.0	ug/l	
	C5- C8 Aliphatics (Unadj.)	289	100	ug/l	
	C9- C12 Aliphatics (Unadj.)	2400	100	ug/l	
	C5- C8 Aliphatics	289	100	ug/l	
	C9- C12 Aliphatics	883	100	ug/l	
	C9- C10 Aromatics	1510	100	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
	2,3,4-Trifluorotoluene	101%		70-130%
	2,3,4-Trifluorotoluene	100%		70-130%

ND = Not detected  
 RL = Reporting Limit  
 E = Indicates value exceeds calibration range

J = Indicates an estimated value  
 B = Indicates analyte found in associated method blank  
 N = Indicates presumptive evidence of a compound

## Misc. Forms

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5

## Custody Documents and Other Forms

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Includes the following where applicable:

- Chain of Custody
- MCP Form
- VPH Form
- Sample Tracking Chronicle
- QC Evaluation: MA MCP Limits

JD 61685

SGS Service Center  
Northborough, MA 216

## SGS Sample Receipt Summary

**Job Number:** JD61685      **Client:** SOVEREIGN CONSULTING, INC.      **Project:** SCMAW: 26 SPRING STREET, MEDFIELD  
**Date / Time Received:** 3/9/2023 10:50:00 PM      **Delivery Method:**      **Airbill #s:**

**Cooler Temps (Raw Measured) °C:** Cooler 1: (2.8);

**Cooler Temps (Corrected) °C:** Cooler 1: (2.8);

### Cooler Security

Y or N

- |                           |                                     |                          |                       |                                     |                          |
|---------------------------|-------------------------------------|--------------------------|-----------------------|-------------------------------------|--------------------------|
| 1. Custody Seals Present: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. COC Present:       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Custody Seals Intact:  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Smpl Dates/Time OK | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### Cooler Temperature

Y or N

- |                              |                                     |                          |
|------------------------------|-------------------------------------|--------------------------|
| 1. Temp criteria achieved:   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Cooler temp verification: |                                     |                          |
| 3. Cooler media:             | Ice (Bag)                           |                          |
| 4. No. Coolers:              | 1                                   |                          |

### Quality Control Preservation

Y or N      N/A

- |                                 |                                     |                                     |                          |
|---------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 1. Trip Blank present / cooler: | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Trip Blank listed on COC:    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Samples preserved properly:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 4. VOCs headspace free:         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

### Sample Integrity - Documentation

Y or N

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. Sample labels present on bottles:   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Container labeling complete:        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Sample container label / COC agree: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### Sample Integrity - Condition

Y or N

- |                                  |                                     |                          |
|----------------------------------|-------------------------------------|--------------------------|
| 1. Sample recvd within HT:       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. All containers accounted for: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Condition of sample:          | Intact                              |                          |

### Sample Integrity - Instructions

Y or N      N/A

- |   |                                     |                                     |                                     |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Analysis requested is clear:           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |
| 2. Bottles received for unspecified tests | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                                     |
| 3. Sufficient volume recvd for analysis:  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                     |
| 4. Compositing instructions clear:        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Filtering instructions clear:          | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |


**Test Strip Lot #s:**      **pH 1-12:** 231619      **pH 12+:** 203117A      **Other: (Specify)**

Comments


SM089-03  
 Rev. Date 12/7/17

JD61685: Chain of Custody

Page 2 of 2

	Massachusetts Department of Environmental Protection Bureau of Waste Site Cleanup	WSC-CAM	Exhibit VII A
		July 1, 2010	Revision No. 1
		Final	

**Exhibit VII A-2: MassDEP Analytical Protocol Certification Form**

MassDEP Analytical Protocol Certification Form					
Laboratory Name: <u>SGS North America Inc. - Dayton</u>		Project #: <u>JD61685</u>			
Project Location: <u>SCMAW: 26 Spring Street, Medfield, MA</u>		MADEP RTN		None	
This form provides certifications for the following data set: list Laboratory Sample ID Numbers(s) <u>JD61685-1</u>					
Matrices:      Groundwater/Surface Water (X)      Soil/Sediment ( )      Drinking Water ( )      Air ( )      Other ( )					
CAM Protocol (check all that apply below):					
8260 VOC ( ) CAM IIA	7470/7471 Hg ( ) CAM III B	MassDEP VPH (X) CAM IV A	8081 Pesticides ( ) CAM V B	7196 Hex Cr ( ) CAM VI B	Mass DEP APH ( ) CAM IX A
8270 SVOC ( ) CAM II B	7010 Metals ( ) CAM III C	MassDEP EPH ( ) CAM IV B	8151 Herbicides ( ) CAM V C	8330 Explosives ( ) CAM VIII A	TO-15 VOC ( ) CAM IX B
6010 Metals ( ) CAM III A	6020 Metals ( ) CAM III D	8082 PCB ( ) CAM V A	9014 Total Cyanide/PAC CAM VI A	6860 Perchlorate ( ) CAM VIII B	
<b>Affirmative Responses to Questions A Through F are required for "Presumptive Certainty status"</b>					
A	Were all samples received in a condition consistent with those described on the Chain-of Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding times?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
D	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
E	VPH, EPH, APH, and TO-15 only: a. VPH, EPH, and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). b. APH and TO-15 Methods only: Was the complete analyte list reported for each method?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Responses to questions G, H, and I below is required for "Presumptive Certainty" status</b>					
G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocols				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <sup>1</sup>
<b>Data User Note:</b> Data that achieve "Presumptive Certainty" status may not necessarily meet the data useability and representativeness requirements described in 310 CMR 40.1056(2)(k) and WSC-07-350.					
H	Were all QC performance standards specified in the CAM protocol(s) achieved?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <sup>1</sup>
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s)?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <sup>1</sup>
<b>All Negative responses must be addressed in an attached Environmental Laboratory case narrative.</b>					
<i>I the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, accurate and complete.</i>					
Signature: <u></u>		Position: <u>General Manager</u>			
Printed Name: <u>David Chastain</u>		Date: <u>24-Mar-23</u>			

# MADEP VPH FORM

Matrix	Aqueous <input checked="" type="checkbox"/>	Soil <input type="checkbox"/>	Sediment <input type="checkbox"/>	Other <input type="checkbox"/>
Containers	Satisfactory <input checked="" type="checkbox"/>	Broken <input type="checkbox"/>	Leaking <input type="checkbox"/>	
Aqueous Preservatives	N/A <input type="checkbox"/>	pH <= 2 <input checked="" type="checkbox"/>	pH > 2 <input type="checkbox"/>	
Temperature	Received on Ice <input type="checkbox"/>	Received at 4 Deg. C <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	
Methanol	N/A			
Method for Ranges:	MADEP VPH REV 2.1	Client ID: MW-105	Lab ID: JD61685-1	
Method for Target Analytes:	MADEP VPH REV 2.1	Date Collected: 3/8/2023	Date Received: 3/9/2023	
VPH Surrogate Standards		Date Extracted:	First Date Run:	Last Date Run:
PID:		N/A	3/14/2023	N/A
FID:		% Solids:	Low Dilution:	High Dilution:
		N/A	1	N/A

Unadjusted Ranges	CAS #	Elution Range	Units	Result	RDL	Q
C5- C8 Aliphatics (Unadj.)		N/A	ug/l	289 <sup>A</sup>	100	
C9- C12 Aliphatics (Unadj.)		N/A	ug/l	2400 <sup>A</sup>	100	

Target Analytes	CAS #	Elution Range	Units	Result	RDL
Benzene	71-43-2	C5-C8	ug/l	ND	1
Naphthalene	91-20-3	N/A	ug/l	9.7	2
Ethylbenzene	100-41-4	C9-C12	ug/l	ND	2
Methyl Tert Butyl Ether	1634-04-4	C5-C8	ug/l	ND	1
Toluene	108-88-3	C5-C8	ug/l	ND	2
m,p-Xylene		C9-C12	ug/l	ND	2
o-Xylene	95-47-6	C9-C12	ug/l	ND	2

Adjusted Ranges	Units	Result	RDL
C5- C8 Aliphatics	ug/l	289 <sup>B</sup>	100
C9- C12 Aliphatics	ug/l	883 <sup>C</sup>	100
C9- C10 Aromatics	ug/l	1510	100

Surrogate Recoveries	Acceptance Range
FID:2,3,4-Trifluorotoluene	70-130 %
PID:2,3,4-Trifluorotoluene	70-130 %

Footnotes
A Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range
B Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C5-C8 Aliphatic Hydrocarbons exclude the concentration of Target Analytes eluting in that range.
C Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C9-C12 aliphatic Hydrocarbons exclude conc of Target Analytes eluting in that range AND concentration of C9-C10 Aromatic Hydrocarbons.
Z A 'J' qualifier indicates an estimated value

Were all QA/QC procedures REQUIRED by the VPH Method followed? ☒ Yes ☐ No- Details Attached

Were all performance/acceptance standards for required QA/QC procedures achieved? ☒ Yes ☐ No- Details Attached

Were any significant modifications made to the VPH method, as specified in Sect. 11.3? ☒ No ☐ Yes- Details Attached

I attest under the pains and penalties of perjury that, based upon my inquiry of those individuals immediately responsible for obtaining the information, the material contained in this report is, to the best of my knowledge and belief, accurate and complete.

Signature



Printed Name

David Chastain

Postition

General Manager

Date

3/24/2023

SGS North America Inc.

## Internal Sample Tracking Chronicle

Shell Oil Products US

Job No: JD61685

SCMAW: 26 Spring Street, Medfield, MA  
Project No: 2L883; PO# 2L883.10R

Sample Number	Method	Analyzed	By	Prepped	By	Test Codes
------------------	--------	----------	----	---------	----	------------

JD61685-1 Collected: 08-MAR-23 10:55 By: MW-105  
Received: 09-MAR-23 By: DG

JD61685-1 MADEP VPH REV 2.1 14-MAR-23 20:15 JN

VMAVPH

5.4

5

## QC Evaluation: MA MCP Limits

Page 1 of 1

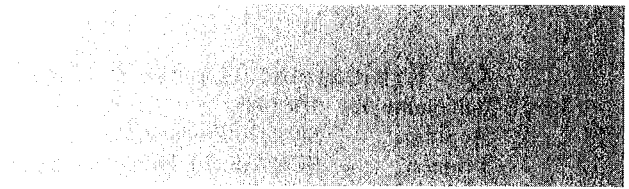
Job Number: JD61685  
Account: Shell Oil Products US  
Project: SCMAW: 26 Spring Street, Medfield, MA  
Collected: 03/08/23

QC Sample ID	CAS#	Analyte	Sample Result Type	Result Type	Units	Limits
--------------	------	---------	--------------------	-------------	-------	--------

No MA MCP Limits found for methods in this job.

---

\* Sample used for QC is not from job JD61685

**GC Volatiles**

---

**QC Data Summaries**

---

**Includes the following where applicable:**

- Method Blank Summaries
- Blank Spike Summaries
- Matrix Spike and Duplicate Summaries
- Surrogate Recovery Summaries

## Method Blank Summary

Page 1 of 1

Job Number: JD61685  
Account: SHELLWIC Shell Oil Products US  
Project: SCMAW: 26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH1419-MB	BH38168.D	1	03/14/23	JN	n/a	n/a	GBH1419

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD61685-1

CAS No.	Compound	Result	RL	Units	Q
71-43-2	Benzene	ND	1.0	ug/l	
100-41-4	Ethylbenzene	ND	2.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
91-20-3	Naphthalene	ND	2.0	ug/l	
108-88-3	Toluene	ND	2.0	ug/l	
	m,p-Xylene	ND	2.0	ug/l	
95-47-6	o-Xylene	ND	2.0	ug/l	
	C5- C8 Aliphatics (Unadj.)	ND	100	ug/l	
	C9- C12 Aliphatics (Unadj.)	ND	100	ug/l	
	C5- C8 Aliphatics	ND	100	ug/l	
	C9- C12 Aliphatics	ND	100	ug/l	
	C9- C10 Aromatics	ND	100	ug/l	

CAS No.	Surrogate Recoveries		Limits
	2,3,4-Trifluorotoluene	92%	70-130%
	2,3,4-Trifluorotoluene	97%	70-130%

6.1.1

6

# Blank Spike/Blank Spike Duplicate Summary

Page 1 of 1

Job Number: JD61685

Account: SHELLWIC Shell Oil Products US

Project: SCMAW: 26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH1419-BS	BH38169.D	1	03/14/23	JN	n/a	n/a	GBH1419
GBH1419-BSD	BH38170.D	1	03/14/23	JN	n/a	n/a	GBH1419

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD61685-1

CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	BSD ug/l	BSD %	RPD	Limits Rec/RPD
71-43-2	Benzene	50	47.1	94	49.8	100	6	70-130/25
100-41-4	Ethylbenzene	50	49.2	98	50.5	101	3	70-130/25
1634-04-4	Methyl Tert Butyl Ether	50	44.1	88	46.8	94	6	70-130/25
91-20-3	Naphthalene	50	47.5	95	49.6	99	4	70-130/25
108-88-3	Toluene	50	47.4	95	49.3	99	4	70-130/25
	m,p-Xylene	100	97.5	98	100	100	3	70-130/25
95-47-6	o-Xylene	50	48.8	98	49.9	100	2	70-130/25
	C5- C8 Aliphatics (Unadj.)	150	150	100	150	101	1	70-130/25
	C9- C12 Aliphatics (Unadj.)	100	92	92	94	94	2	70-130/25
	C9- C10 Aromatics	50	48	96	49	98	2	70-130/25

CAS No.	Surrogate Recoveries	BSP	BSD	Limits
	2,3,4-Trifluorotoluene	99%	101%	70-130%
	2,3,4-Trifluorotoluene	99%	98%	70-130%

\* = Outside of Control Limits.

## Surrogate Recovery Summary

Page 1 of 1

Job Number: JD61685  
Account: SHELLWIC Shell Oil Products US  
Project: SCMAW: 26 Spring Street, Medfield, MA

Method: MADEP VPH REV 2.1

Matrix: AQ

Samples and QC shown here apply to the above method

Lab Sample ID	Lab File ID	S1 <sup>a</sup>	S1 <sup>b</sup>
JD61685-1	BH38180.D	101	100
GBH1419-BS	BH38169.D	99	99
GBH1419-BSD	BH38170.D	101	98
GBH1419-MB	BH38168.D	92	97

Surrogate Compounds	Recovery Limits
------------------------	--------------------

S1 = 2,3,4-Trifluorotoluene	70-130%
-----------------------------	---------

(a) Recovery from GC signal #2

(b) Recovery from GC signal #1

6.3.1

6

