



Select Board  
Meeting Packet  
May 23, 2023





Brittney Franklin &lt;bfranklin@medfield.net&gt;

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## Kingsbury Club - youth triathlon information

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Russet <[REDACTED]>  
To: "bfranklin@medfield.net" <bfranklin@medfield.net>

Sun, Apr 23, 2023 at 3:46 PM

Hi Brittney,

Thanks for talking with me last week about the youth triathlon Kingsbury Club would like to put on. Below is some information for you - please let me know what else you need from me, and what my next step should be. Thanks!

Russet Morrow  
[REDACTED]

**Kingsbury Club Youth Triathlon**  
**Kingsbury Club, 2 Ice House Rd.**  
**August 13, 2023**  
**Start time 8:30 a.m.**

Kingsbury Club is pleased to be organizing its first youth triathlon. A triathlon is a race consisting of a swim, a bike, and a run. Our triathlon will have different distances for each age group (please see below for a breakdown). We are anticipating a somewhat small field, as it will be the first time we host it. We're hoping to create an enjoyable family event that empowers kids to achieve their goal of completing a race. We are planning to apply to have the race sanctioned by USA Triathlon, the governing body for the sport.

### **Race distances for each age group:**

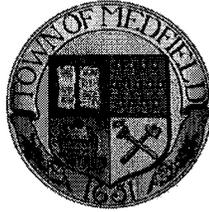
- Ages 5-6: 25 yard swim (1 length); ¼ mile run (No Bike)
- Ages 7-8: 25 yard swim (1 length); 1 mile bike; ½ mile run
- Ages 9-10: 50 yard swim (2 lengths); 2 mile bike; ½ mile run
- Ages 11-12: 75 yard swim (3 lengths); 2 mile bike; ¾ mile run
- Ages 13-14: 150 yard swim (6 lengths); 4 mile bike; 1 mile run

All athletes will swim in the Kingsbury Club pool. They will then (except 5 and 6 year-olds) bike out and around the Club and through the Council on Aging parking lot (we have tentative approval from the COA director). The run will tentatively take place along the rail trail, pending town permission. The finish will be in the Club parking lot, and the transition area where athletes will store their bikes and other gear will be in the field adjacent to the pool.

Each age division route will be marked in different colors, and we are anticipate having volunteers at key areas along the course, especially at the entrance to the Club parking lot and course turnarounds.

The entry fee will be \$30, which will cover event costs as well as one-day youth triathlon licenses for each athlete from USAT (required for sanctioned events).





**TOWN OF MEDFIELD, MASSACHUSETTS**

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

**CONTRACT #** DPW 2023-01

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

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

**WITNESSED:**

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

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

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

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

\*(as respects only claims for bodily injury, personal injury and property damage to the extent covered by commercial general liability insurance required by this Agreement),

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3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, February 21, 2023 to June 30, 2023. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay \$14,900.00 for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.

\*See top of this page.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, ~~agents~~ and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, ~~which are result of any act, omission or default on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses.~~

gja

to the extent caused by the negligent

8. Consultant's Standard of Care: The Consulting Design Engineering Firm shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Consultant represents that it is familiar with and knowledgeable about all applicable federal and state statutes and regulations, as well as private industry standards, including but not limited to traffic engineering, including intersection design.

9. Consultant's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

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

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

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

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

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

14. Termination:

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

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

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

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

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

17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Consultant)

Nitsch Engineering, Inc.

By: Joshua J. Alston

Title: Vice President, Risk Manager

Board of Selectmen

[Signature]  
[Signature]  
Ellen M...

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

Town of Medfield, MA

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

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

**CERTIFICATION OF GOOD FAITH**

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

The Consultant by:

Joshua J. Alston, PE

Print Name

Vice President, Risk Manager

Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

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

Joshua J. Alston, authorized signatory for  
name of signatory

Nitsch Engineering, Inc., whose  
name of consultant

principal place of business is at 2 Center Plaza, Suite 430, Boston, MA 02108,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
Nitsch Engineering, Inc. has paid all  
name of consultant

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

Joshua J. Alston March 10, 2023  
Signature Date

**SPECIAL MEETING OF DIRECTORS**

**NITSCH ENGINEERING, INC.**

A Special Meeting of Directors of Nitsch Engineering, Inc. was held at 9:05 a.m. on Wednesday, January 18, 2023. The following Directors of the Corporation were present: Lisa A. Brothers, Deborah M. Danik, Stephen D. Farr, Aaron A. Gallagher, Jennifer L. Johnson, Anna Luciano, and Andres Repetto.

Lisa A. Brothers, Chair of the Board of the Corporation, presided and Rosa Romero, Secretary of the Corporation, kept the minutes.

**VOTED:** To authorize Lisa A. Brothers, PE, ENV SP, LEED AP BD+C, Chair, CEO and President; David J. Abramo, Vice President, Director of Finance, Treasurer, Assistant Secretary; Joshua J. Alston, PE, LEED AP BD+C, Vice President, Risk Manager; and Aaron A. Gallagher, PE, CFM, LEED AP, Vice President, COO to enter contracts and perform other functions on behalf of the corporation.

To authorize Matthew Brassard, PE, ENV SP, Vice President Mid-Atlantic Regional Manager; Sandra A. Brock, PE, LEED AP BD+C, Vice President; Deborah M. Danik, PE, CPESC, LEED AP BD+C, Vice President, Director of Civil Engineering; Jennifer L. Johnson, PE, CFM, CPSWQ, LEED AP, Director of Planning; and Gary F. Pease, PE, LEED AP, Vice President, Director of Client Services; execute on behalf of the Corporation, professional services contracts utilizing the Corporation's Standard Proposal format and Standard Contract Terms, up to a maximum of \$250,000.00. This authorization excludes any incoming non-Nitsch contracts and subconsultant contracts.

To authorize John M. Michalak, PE, ENV SP, Director of Transportation Engineering; John M. Schmid, PE, LEED, Vice President, Executive Project Manager; and Denis Seguin, PLS, Vice President, Director of Land Surveying to execute on behalf of the Corporation, professional services contracts utilizing the Corporation's Standard Proposal format and Standard Contract Terms up to a maximum of \$150,000. This authorization excludes any incoming non-Nitsch contracts and subconsultant contracts.

To authorize Alexander D. Diotte, PLS, Deputy Director of Land Surveying; Jared E. Gentilucci, PE, CPESC, LEED AP BD+C, Deputy Director of Civil Engineering; and Stephen D. Farr, PE, ENV SP, LEED Green Associate, Deputy Director of Transportation Engineering to execute on behalf of the Corporation, professional services contracts utilizing the Corporation's Standard Proposal format and Standard Contract Terms up to a maximum of \$100,000. This authorization excludes any incoming non-Nitsch contracts and subconsultant contracts.

Thereupon, after a discussion to authorize the individuals listed above to enter into contracts as described, and on a motion duly made and seconded, all the Directors voted in the affirmative.

EXECUTED as of this 18<sup>th</sup> day of January 2023.



\_\_\_\_\_  
Lisa A. Brothers, PE, ENV SP, LEED AP BD+C



\_\_\_\_\_  
Deborah M. Danik, PE, CPESC, LEED AP BD+C



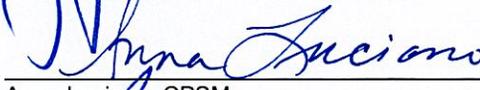
\_\_\_\_\_  
Stephen D. Farr, PE, ENV SP, LEED Green Associate



\_\_\_\_\_  
Aaron A. Gallagher, PE, CFM, LEED AP BD+C



\_\_\_\_\_  
Jennifer L. Johnson, PE, LEED AP BD+C



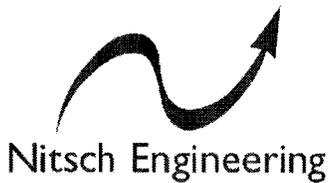
\_\_\_\_\_  
Anna Luciano, CPSM



\_\_\_\_\_  
Andres E. Repetto

# ATTACHMENT

A



2 Center Plaza, Suite 430  
Boston, MA 02108-1928  
T: 617-338-0063  
F: 617-338-6472  
[www.nitscheng.com](http://www.nitscheng.com)

February 6, 2023

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

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

Dear Mr. Goulet:

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

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

Nitsch Engineering understands that the Client intends to use "in-house" staff to construct minor improvements to both intersections, as described in a report issued by Nitsch Engineering dated January 28, 2021. The report described improvements consisting of minor geometric changes, roadway paving, proposed signs, and pavement markings. The Client now desires the preparation of construction details, graphics, and an approximate estimate of construction materials needed to construct these improvements. These documents will be prepared in an 8 ½-inch-by-11-inch format ("book job") and will not include any field survey.

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

## **SCOPE OF SERVICES**

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

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

**SCOPE OF SERVICES – continued**

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

**WORK NOT INCLUDED IN THE SCOPE OF SERVICES**

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

**ASSUMPTIONS**

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

## **TIME AND MANNER**

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

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

## **COMPENSATION**

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

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

## **ADDITIONAL SERVICES**

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

## **METHOD OF PAYMENT**

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

A retainer will not be required for this contract.

## **TERMINATION**

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

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

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

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

If you have any questions, please call.

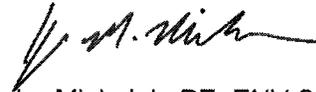
Very truly yours,

**Nitsch Engineering, Inc.**



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

Approved by:



John Michalak, PE, ENV SP  
Director of Transportation Engineering

SDF/ajc

Enclosures: Standard Contract Terms

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**CLIENT AUTHORIZATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
Town Treasurer (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title





**TOWN OF MEDFIELD, MASSACHUSETTS**

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

**CONTRACT #** DPW 2023-03

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

This Contract is made this 23<sup>rd</sup> day of May 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Tighe & Bond Inc., with its corporate office at 53 Southampton Rd., Westfield, MA 01085 and an office at 1 University Avenue #100, Westwood, MA 02090 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal for Water/Sewer Rate Evaluation and M36 Water Audit, for the Department of Public Works hereinafter referred to as "Program"; and

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Consultant's proposal dated September 12, 2022 for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, May 23, 2023 to September 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$31,210.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which are a result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. This Indemnification expressly excludes the duty of the Consultant to defend the Town for any claims relative to professional negligence. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services to conduct the Water and Sewer Rate Evaluation and M36 Water Audit and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to conducting a Water and Sewer Rate Evaluation and M36 Water Audit.
9. Consultant's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior

written approval of Town.

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

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if

the parties mutually agree in writing to do so.

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Tighe & Bond Inc., Attention: Contracts Dept., 53 Southampton Rd., Westfield, MA 01085 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be

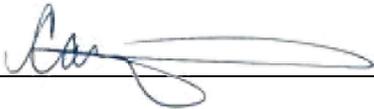
deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

Tighe & Bond, Inc.

Board of Selectmen

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title: Caroline Adamski, Contract Manager

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

Town of Medfield, MA

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

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

**CERTIFICATION OF GOOD FAITH**

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

The Consultant by:

Caroline Adamski   
\_\_\_\_\_  
Print Name

Contract Manager  
\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

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

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

Tighe & Bond, Inc.  
\_\_\_\_\_, whose  
name of consultant

principal place of business is at 53 Southampton Rd., Westfield, MA 01085  
\_\_\_\_\_

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
Tighe & Bond, Inc.  
\_\_\_\_\_ has paid all  
name of consultant

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

  
\_\_\_\_\_  
Signature 05/18/2023  
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

## CERTIFICATE OF CORPORATE SECRETARY

I, Peter J. Grabowski, hereby certify that I am Corporate Secretary of Tighe & Bond, Inc. and that the following vote was duly adopted by the Board of Directors of the Corporation on November 30, 2022, as amended on January 20, 2023.

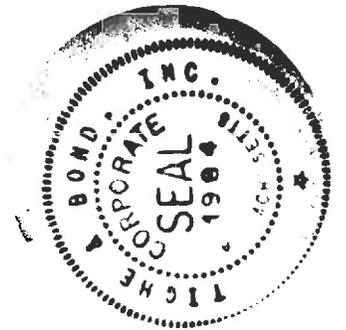
VOTED:

That Caroline M. Adamski, acting singly, be and is hereby authorized and directed for and on behalf of the Corporation, to negotiate, enter into, execute, and deliver any and all proposals, agreements and contracts, required by the Corporation in the performance of all of its services, up to a value of \$50,000 and all other related matters in the ordinary course of the Corporation's business, such proposals, agreements and contracts to be on and subject to such terms as said individual may deem necessary or appropriate and in the best interest of the Corporation; the execution and delivery of same to be conclusive evidence that such proposals, agreements and contracts and terms and conditions thereof are binding on the Corporation and authorized by this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this 18<sup>th</sup> day of May 2023.



Peter J. Grabowski  
Corporate Secretary



# ATTACHMENT

A

221566 02  
September 12, 2022

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

Re: **Proposal for Water, Sewer Rate Evaluation and M36 Water Audit**

Dear Maurice:

Rate setting for water utilities is both straightforward and surprisingly nuanced. The straightforward aspect is the primary goal of providing a sustainable revenue source equal to the total cost of service plus reserves for each year. The nuance comes from the fact that an enterprise fund, designed to be fully self-funding, represents a closed mathematical system. Thus, for one customer (or customer class) to pay less the others must pay more. This brings into play considerations of customer impact, cost causation and equity.

Tighe & Bond has developed a robust and highly customizable spreadsheet-based rate model that we continuously refine and improve. Our model combines operational, financial and customer impact data in a uniquely holistic fashion and is designed to support the challenges and scenarios Medfield is considering. This model will serve as the foundation for our analyses and is also the key deliverable from this project, as Medfield will receive a fully functional model upon completion.

Water rate structures generally consist of fixed and variable fee components, however seemingly minor changes to a rate structure can have considerable impacts on customers. Our experience has shown that the most effective way to evaluate different water rate structures is to focus on customer costs and cost impacts. We project annual customer costs for a "typical residential user" of the water system (and other key users if desired) for each rate alternative. These costs are presented in terms of total cost, increase in total cost and total cost as a percent of household income to the decile level. User costs are also summarized for a five-year and ten-year period providing a uniquely intuitive way to evaluate different rate structures. Using a ten-year planning horizon helps to both develop a long-term strategy and also serves as a basis of ongoing communications with stakeholders.

This approach allows our clients to make informed, data driven decisions, that are readily explainable and defensible. Our experience has proven that this approach is highly successful as the needs and outcomes are clearly defined and readily understood by technical and non-technical audiences alike. We are confident that we can help the Town of Medfield find a best fit solution to its water system funding needs.

### **Project Approach:**

Our approach to rate making is to first establish the revenue needs of the utility, taking into account the full cost of service which includes operating cost, existing debt service and most importantly, a capital improvement plan that fully represents the system's needs for the next ten years. Basing future rates upon the full cost of service is the most accurate method and reduces the likelihood of sudden rate increases in the future due to unanticipated infrastructure costs.

Once the revenue needs are established, we then look at rate structure. Our model is designed with the ability to evaluate three different rate structures simultaneously. The first alternative is to apply uniform, whole percent increases to the existing rate structure. The second and third alternatives, which are developed based upon the nature of the existing rate structure



and future revenue needs, may be simple variations of rate increase size and frequency or modifications to the underlying rate structure.

## Scope of Services

The proposed scope of services includes the following tasks and deliverables:

**Kickoff Meeting** - At this meeting we will review our scope and approach as well as alternative rate structures to be considered.

### Task 1 Water and Sewer Rate Evaluation

**1. Develop Electronic Rate Models** - Tighe & Bond will develop a customized spreadsheet-based rate model which incorporates the following information:

**a. Water and Sewer Usage** - Billed usage is the primary source of revenue; thus, projecting future usage is one of the most important aspects of this evaluation. Using the last five years of historical data, we will identify trends and project usage for the next ten years. We assume that detailed (account level by reading) data will be available in spreadsheet or compatible format.

**b. Revenue and Expenses**

**i. Expenses** - Expenses consist of operating and capital costs.

1. Operating expenses will be based upon a review of the last five years of budget to actual reports and projected increases. We will review each line item for trends, develop a suggested value and escalation factor, and compare this to the most recent budget data.
2. Capital expenses consist of existing and future capital expenditures. Existing debt is projected from the Town's master debt schedule. Historic capital is reflected in the historical data. We will use our Capital Improvement Module to document planned expenditures for debt and capital based upon the Towns existing capital improvement plan. This module is designed to facilitate capital planning. Inputs include funding source (debt or reserve funded), implementation year, and cost year. Costs can be spread over a user defined period. Capital costs can be sorted by type (engineering, construction, vehicles, etc.) and by category (distribution or collection system, treatment, etc.) to allow the Town to fully understand the source of future costs.

**ii. Revenue** - Revenue consists of rate revenue (from customer bill payments) and non-rate revenue (all other sources). Non-rate revenue will be projected based upon review and discussion of historical data.

Rate revenue will be calculated based upon the usage projections under existing and proposed rate structures. The calculated revenue under the current rate structure will be compared to the last two years of commitments to determine the model accuracy and calibrate if necessary. Calculated revenue will be adjusted to projected receipts using factors for collection ratios and projected lien revenue for future years.

2. **Rate Structure Analysis** – Tighe & Bond will evaluate the existing rate structures relative to:
  - a. Revenue sufficiency: The ability of the existing rates to support future expenses
  - b. Equity: Evaluation of cost distribution amongst user classes
  - c. Conservation: Tiered rate structures can be used to discourage excessive water use, we will discuss the intricacies of this method will be discussed with
3. **Rate Development**- Tighe & Bond will develop one alternative rate structure for water and sewer. The proposed structures will reflect industry standards, best practices and Tighe & Bond’s experience.
4. **Fee review and development**- We will review the existing connection fees for water and sewer and recommend modifications based upon industry standards and best practices.
5. **Meetings** - In addition to the kickoff meeting, we will facilitate the following meetings:
  - a. **Model review and working session** – This meeting will focus on reviewing the overall findings and structure of the financial model and review of rate impacts for each of the scenarios. We suggest Town financial staff and key decision makers attend this meeting.
  - b. **Stakeholder Meeting** - We have included participating in one working session with the Town decision makers to facilitate discussions and address concerns.
6. **Public Meeting** - Present rate study findings to the public at a board of water & sewerage meeting.
7. **Deliverables** – Technical memo documenting process, and presentation for Public Meeting.

### Task 2 Water System Audit.

1. Tighe & Bond will prepare the “top down” analysis of a water audit as described in chapter 3 of the AWWA Manual M36 Water Audits and Loss Control Programs, 4<sup>th</sup> Edition. This includes populating the reporting worksheet of the AWWA WLCC Water Audit Software. No field testing, distribution system spatial analysis or other components of the ‘bottom up’ analysis are included in this scope.

### Assumptions

The fee and level of effort developed for this scope of work is heavily dependent upon the quality of the Town’s source data. Attached is our standard data request which details the data requirements and acceptable file formats. The most important assumption is that Medfield will provide detailed usage data in tabular format as described in the data request. Tighe & Bond reserves the right to modify our approach and/or scope accordingly based upon data format or quality. We have also assumed that all meetings are to be virtual.

### Schedule

Tighe & Bond will hold the data validation meeting within 6 weeks from receipt of data. The final report and model will be developed within 4 weeks following the data validation meeting.

### Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$31,210. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the Company’s standard billing rates. In the event that the scope of work is



increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement

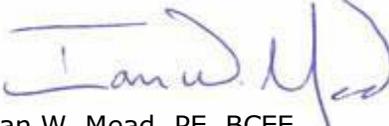
For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give Medfield a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

<b>Fee Breakdown by Task</b>				
<b>Task 1</b>	<b>Hours</b>	<b>Labor</b>	<b>Expenses</b>	<b>Total Cost</b>
<b>Model Development</b>	60	\$9,190		\$9,190
<b>Rate Development and Evaluation</b>	48	\$9,950		\$9,950
<b>Deliverables &amp; Meetings</b>	29	\$4,500	\$150	\$4,650
<b>SUBTOTAL</b>	<b>137</b>	<b>\$23,640</b>	<b>\$150</b>	<b>\$23,790</b>
<b>Task 2</b>	<b>Hours</b>	<b>Labor</b>	<b>Expenses</b>	<b>Total Cost</b>
<b>Data Collection and processing</b>	19	\$3,060		\$3,060
<b>Populate AWWA Model</b>	14	\$2,280		\$2,280
<b>Deliverables &amp; Meetings</b>	12	\$2,030	\$50	\$2,080
<b>SUBTOTAL</b>	<b>45</b>	<b>\$7,370</b>	<b>\$50</b>	<b>\$7,420</b>
<b>GRAND TOTAL</b>	<b>Hours</b>	<b>Labor</b>	<b>Expenses</b>	<b>Total Cost</b>
<b>Tasks 1 and 2</b>	<b>183</b>	<b>\$31,010</b>	<b>\$200</b>	<b>\$31,210</b>

If you have any questions, please contact Mike Schrader at 978-761-6380.

Very truly yours,

**TIGHE & BOND, INC.**

  
 Ian W. Mead, PE, BCEE  
 Project Director

  
 Michael J. Schrader, PE  
 Project Manager







**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,  
RE: CURVE STREET TRUCK EXCLUSION STUDY**

**CONTRACT #** DPW 2023-04

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

This Contract is made this 23<sup>RD</sup> day of May 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Consultant").

**WITNESSED:**

Whereas, the Town requested a proposal to conduct a Truck Exclusion Study for Curve Street, for the Department of Public Works hereinafter referred to as "Program"; and

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

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

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

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, May 23, 2023 to September 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay lump sum not to exceed **\$9,500.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for a Truck Exclusion Study and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Truck Exclusion Studies.
9. Consultant's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

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

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

*(Consultant)*

Board of Selectmen

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Town of Medfield, MA

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

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

**CERTIFICATION OF GOOD FAITH**

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

The Consultant by:

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

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

**CERTIFICATE OF STATE TAX COMPLIANCE**

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

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

\_\_\_\_\_, whose  
name of consultant

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

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

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

\_\_\_\_\_  
Signature Date

**EXAMPLE CLERK'S CERTIFICATE**

\_\_\_\_\_  
Action of Shareholders  
Written Consent  
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

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

# ATTACHMENT

A



February 13, 2023

Maurice G. Goulet  
Director of Public Works  
55 North Meadows Road  
Medfield, Massachusetts 02052

**RE: Professional Engineering Services for:  
Truck Exclusion Study on Curve Street  
Medfield, Massachusetts**

Dear Mr. Goulet,

BETA Group, Inc. (BETA) is pleased to submit this letter proposal for engineering services for a truck (heavy commercial vehicles) exclusion study on Curve Street. It is our understanding that the Town of Medfield is seeking to exclude truck traffic from these residential roadways. Truck traffic from South Street would use Curve Street as a cut-through to get to Route 27 (Spring Street). Emergency vehicles (fire trucks, ambulances, etc.), school buses, and DPW vehicles, as well as trucks servicing properties on these roadways, would not be prohibited. The prohibition of heavy commercial vehicles from using Curve Street will improve the neighborhood safety, quality of life in the neighborhood and eliminate cut-through truck traffic. The proposed alternative truck routes are:

1. South Street
2. Route 27

The truck exclusion study will be submitted to MassDOT for review and approval. If approved by the Massachusetts Department of Transportation (MassDOT) the heavy commercial vehicle exclusion would prohibit trucks in excess of two and one-half tons (2 ½ T) from using this roadway.

In order for truck traffic to be excluded from a particular municipal way, the following criteria, as outlined in Section 10A-9 of the *Massachusetts Amendments to the Manual On Uniform Traffic Control Devices* dated October 2006, must be met:

A truck exclusion from a municipal way may be authorized provided a suitable alternate route is available. The alternate route shall have an effective width and pavement structure which can safely accommodate the additional truck traffic. In addition, the alternate route must meet one of the following conditions:

1. Lie wholly within the community making application
2. Lie partially in an adjacent community but only State Highway, or
3. Lie partially in an adjacent community but have the adjacent community's written approval.

One or more of the following may be sufficient justification for a truck exclusion:

- A. A volume of heavy commercial vehicles, which is usually in the range of five (5) to eight (8) percent, reduces the utilization of the facility and is cause for a substantial reduction in capacity or safety.
- B. The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway. (subject to department review)
- C. Notwithstanding the foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested exclusion only during hours of darkness, a specific night exclusion may be granted.

## **General Scope of Services**

### **Task 1 - Discuss Key Issues with Town Officials:**

Meet with Town officials to discuss the project and obtain any background information and/or project materials/study locations that the Town may have. Also, discuss local traffic concerns and confirm study area coverage with Town officials.

### **Task 2— Field Reconnaissance:**

Perform On-site reconnaissance during commuter/school re-open periods to record notable operational and safety deficiencies on the proposed alternative truck routes and the truck route prohibition roadway (Curve Street). Review and obtain roadway characteristics, geometric conditions, width, pavement type and condition of surface, sidewalk, truck turning radii, zoning of street, types of traffic control, speed limit and notable sight distance issues. Observe traffic operations (vehicle queues) at impacted intersections.

### **Task 3 — Traffic Data Collection/Compilation:**

We have identified three 48-hour Automatic Traffic Recorder (ATR) locations to be deployed. These locations are: Curve Street, South Street and Spring Road (Route 27). Automatic Traffic Recorders will collect continuous traffic volume vehicle classifications during a typical mid-week period.

### **Task 4 – Safety Review:**

Review and identify if any of the study area intersections are high crash locations through MassDOT portal. Problematic locations and trends will be noted.

### **Task 5 – Report:**

Prepare truck exclusion report documenting findings and submit to MassDOT.

### **Task 6 — Meeting/Collaboration:**

Assist Town official in drafting a written statement as to the need for the exclusion and acknowledge the acceptance of the responsibility for installation and maintenance of appropriate signage control. Assume two meetings. One with Town Official and the other with MassDOT.

### **Task 7 — Address MassDOT Comments**

Address comments received from MassDOT on the truck exclusion report.

## **Fee Proposal**

February 13, 2023

Page 3 of 3

The estimated fee for the Scope of Work as described above is a lump sum fee not to exceed Nine Thousand Dollars (\$9,500) of which \$1,200.00 is for traffic counts, without additional authorization by the Town of Medfield.

We look forward to assisting the Town of Medfield on this important assignment. Should you have any questions or comments please feel free to contact me.

Sincerely,  
BETA Group, Inc.



Kien Ho, PE, PTOE  
Senior Vice President

Document1



# State Aid Program - Project Request

Project Name: Chapter 90 - Medfield - Curve Street

Application Date: 5/19/2023

## Applicant Information

Municipality	MEDFIELD
District	District 3

## Municipal Contact

Name	Maurice Goulet
Title	Director of Public Works
Email	mgoulet@medfield.net
Phone	(508)906-3003
Address	55 North Meadows Road
Zip Code	02052

## Grant Type

Grant Type	Chapter 90
Project Type	Consultantservices

## Nature of Request

Scope of Work	Engineering Truck Exclusion Study for Curve Street in Medfield
Desired Start of Construction Date	05/23/2023

## Preliminary Estimate

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

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

<b>Total Estimated Cost</b>	\$9,500.00
-----------------------------	------------

**Attach Preliminary Estimate:**

[Letter Scope and fee.pdf](#)

## CHAPTER 90 Details

Contract No.	
Bridge No.	
Length	1725
Width	23
<b>Typical section details</b>	
Surface	
Base course	
Foundation	
Shoulders/Sidewalk	

- Work to be done  Force Account  
 Advertised Contract  
 Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

# CERTIFICATION

<b>Signed:</b>		
	<b>Highway Official's Title</b>	<b>Date</b>
	<b>Accounting Official's Title</b>	<b>Date</b>
<b>Date</b>	<b>Duly Authorized Municipal Officials</b>	
<b>Date</b>	<b>Municipal (Others)</b>	
<b>Date</b>	<b>Municipal (Others)</b>	

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



Agency: *EPA Region 01 - New Hampshire and Massachusetts*  
 Subscriber Agreement Number: *6fda5da0-7e00-4e93-8c43-ef0051a42da9*  
 Generated On: *2023-05-12 09:10:17.67*  
 Account Reference: *200078*

***NetDMR Subscriber Agreement Instructions Page***

***This form can be used for permits issued by: EPA Region 01 - New Hampshire and Massachusetts, hereafter referred to as "the Regulatory Authority".***

## A. Signatory Authority Information

The Signatory Authority is the individual that intends to sign DMRs and signs this Subscriber Agreement in Section E.

**User Name:** WSSCOOMBS  
**Subscriber Name:** Marianna Coombs  
**Organization:** WESTON & SAMPSON  
**Email Address:** coombsm@wseinc.com  
**Phone Number:** (978) 977-0110

## B. Permit Information

Signing privileges are requested for the following permits:

Permit ID	Facility Name	Facility Address	Relationship	Authorized By
MAG590008	MEDFIELD WASTEWATER TREATMENT FACILITY	197 WEST STREET MEDFIELD, MA 02052	Other	Osler Peterson

## C. Terms and Conditions

- **PURPOSE:** This agreement creates a legally binding obligation for the signer of the Agreement (the Responsible Official and/or Signatory Authority) to abide by the terms and conditions for use of the NetDMR System, and memorializes a mutual understanding that the signer of this agreement is as legally bound, obligated, and responsible by use of the assigned electronic signature as by a hand-written signature.
- **ACCEPTANCE & EFFECT:** Acceptance of this agreement by the Regulatory Authority shall be evidenced by notice from the Regulatory Authority, provided electronically, that this agreement has been approved.
- **SUBMITTAL & RECEIPT:** A Document shall be deemed to have been submitted when it is accessible to the Regulatory Authority. A document shall be deemed to have been received when it can be fully processed. No document shall satisfy any reporting requirement until it is received.

- **VERIFICATION:** In accordance with the associated certification statement, the signer of the Agreement is responsible for the truth and accuracy of the content of each submission. The signer of the Agreement also has an affirmative obligation to check the accuracy of the document as received by the Regulatory Authority and to notify the Regulatory Authority promptly if the document was sent without authorization or differs in substance in any way from the document that was submitted.
- **INABILITY TO TRANSMIT OR FILE REPORTS ELECTRONICALLY:** No party shall be liable for any failure to perform its obligations in connection with any Electronic Transaction or any Electronic Document, where such failure results from any act or cause beyond such party's control which prevents such party from electronically transmitting or receiving any Documents, except that the signer of the Agreement (Responsible Official and/or Signatory Authority) is nonetheless required to submit records or information required by law via other means, as provided by applicable law and within the time period provided by such law.
- **SEVERABILITY:** Any provision of the Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- **TERMINATION AND RENEWAL:** The Agreement may be terminated at any time by the Regulatory Authority. Upon termination of this agreement, the associated ability to submit electronic information through the NetDMR system will be terminated. The Regulatory Authority will provide notification of termination, including the date on which termination takes effect. A new Responsible Official and/or Signatory Authority must resubmit this form at the time that a new permit application is submitted or when Responsible Official and/or Signatory Authority responsibility transfers from one person to another.  
-Note: Termination of this agreement may eliminate the ability to comply with permit requirements for any continuing operations. Paper DMR Reports will only be accepted under this permit where the permittee has provided sufficient justification and obtained prior approval from the Regulatory Authority.

## D. Responsible Official Authorization

The Responsible Official is the appropriate individual identified under 40 CFR §122.22(a) with the authority to sign permit applications, reports, and other permit-required submittals (e.g., DMRs). The Responsible Official can also delegate the authority to electronically sign DMRs to a duly authorized representative(s) as described in 40 CFR §122.22(b).

Permit ID(s): MAG590008

I, Osler Peterson Selectman, have the authority to enter into this Agreement for MEDFIELD WASTEWATER TREATMENT FACILITY and Permit ID MAG590008 under the applicable standards. I request EPA Region 01 - New Hampshire and Massachusetts grant Marianna Coombs the ability to submit DMRs for Permit ID MAG590008.

**Responsible Official Name:** Osler Peterson  
**Title:** Selectman  
**Phone Number:** 508-359-8505  
**Email Address:** Osler.Peterson@oslerpeterson.com

\_\_\_\_\_  
Responsible Official Signature

\_\_\_\_\_  
Date

**E. Signatory Authority Signature**

The Signatory Authority is the NetDMR user that submits this agreement to request approval to electronically sign DMRs. The Signatory Authority has the authority to sign DMRs under 40 CFR §122.22(a) or is a duly authorized representative(s) who has been delegated the authority to electronically sign DMRs by the Responsible Official as described in 40 CFR §122.22(b).

Permit ID: MAG590008

I, Marianna Coombs, am authorized by the signatory authority named in Part D of this document, who does have the authority under the applicable standards, to enter into this agreement for MEDFIELD WASTEWATER TREATMENT FACILITY and Permit ID MAG590008.

By submitting this application for MAG590008, I, Marianna Coombs, have read, understand, and accept the terms and conditions of this subscriber agreement. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

**Title:** Business Supervisor

\_\_\_\_\_  
Signatory Authority Signature

\_\_\_\_\_  
Date

Print this form, save a copy for your records, and mail to:

EPA Region 01 - New Hampshire and Massachusetts

Attn: Diane Castricone

Environmental Protection Specialist - EPA Region 1

5 Post Office Square, Suite 100 (OES04-3)

Boston , MA 02109-3912

**Checklist - Regulatory Authority Use Only:**

Check	Information	Name	Date
	Form Received by		
	Verified ICIS-NPDES Permit Limits		
	Regulatory Authority Approves NetDMR Authorization		
	ICIS-NPDES NetDMR Flag Populated		
	User Approved in NetDMR Application		
	Notification to User		
	Inactivated?		





April 24, 2023

Dear Select Board members,

Reports of anti-Semitic harassment are on the rise generally across the country, and specifically in New England & Massachusetts. Medfield, unfortunately, is not immune to this hatred against Jewish people.

A leaflet about Kehlsteinhaus (The Eagle's Nest) was found in a Medfield Together Little Inclusive Library (LIL) in February 2023. The Eagle's Nest, located a few miles from Adolf Hitler's summer home, was used exclusively during World War II as a meeting location for the Nazi party.

The LILs are intended to encourage inclusion of underrepresented authors & characters with marginalized identities. The Medfield Together Steering Committee chooses mostly "own voices" books to stock the LILs with. These are books whose authors share the same identities as their characters - folks with disabilities, people of color, LGBTQ+ identified authors, neurodivergent authors, and more.

The Eagle's Nest leaflet is the second Nazi-themed piece of reading material that has been left in a LIL. The first one - found in April 2021 - was a pamphlet for the Topography of Terror Museum, the site for Schutzstaffel (SS) central command & headquarters for the Gestapo during World War II. According to an email - sent to high school families - from Principal Robert Parga dated December 2, 2022, a swastika was found on a back stairwell at Medfield High School.

Anti-Semitic acts are also occurring in surrounding towns; most recently, in Natick where a swastika was spray painted on a bridge. Please see the attached press release from the Natick Select Board.

This recurring targeting of people of Jewish heritage and faith is highly problematic and the murder of six million+ Jewish people is not to be taken lightly. It is important to call out antisemitism and symbols of hate whenever it occurs, and these instances in our town are no exception. It is always uncomfortable to realize that these symbols are being used around our town, but if we don't acknowledge and shine a light on their presence, we give power to those who wish to spread hate. We need to have an open and honest conversation about why these hate symbols hurt all of us, and lead to division rather than inclusion in our town.

Sincerely,

The Medfield Together Steering Committee

*Medfield Together is an inclusive and anti-oppressive organization that works in partnership with our local community. Through education, action, and honest self-reflection, Medfield Together*

*strives to make our community more welcoming and safe for all – regardless of race, religion, gender identity, sexual orientation, socioeconomic status, ability, national origin or age.*

*[www.MedfieldTogether.com](http://www.MedfieldTogether.com)*





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT:** MEDFIELD 2023-01

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

This Contract is made this 23rd day of May, 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 Game Ready, Inc with a usual place of business at 53 West Street, Medfield, MA 02052 hereinafter referred to as the "Contractor".

#### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to the Town to perform lawn mowing services, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

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

6. Payment for Work: The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on May 9th (Attachment A) in the amount of \$29,250. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the landscaping industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
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: **Game Ready, Inc.**

\_\_\_\_\_

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

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

Town of Medfield, by its Select Board:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Attachment A

### Bid Sheet

Duration of Contract: June 1, 2023 to November 30, 2023

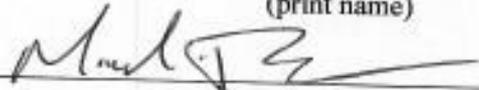
Lawn Mowing at the Medfield State Hospital Campus, as identified on the Map for Lawn Mowing Services (Attachment D)

June 2023 (2 Cuts)	\$ <u>\$6500</u>
July 2023 (2 Cuts)	\$ <u>\$6500</u>
August 2023 (2 Cuts)	\$ <u>\$6500</u>
September 2023 (2 Cuts)	\$ <u>\$6500</u>
October 2023 (1 Cut)	\$ <u>\$3250</u>
<b>Total Quotation for Lawn Mowing</b>	\$ <u>\$29,250</u>

Option 1: Price per cut for additional cuts	\$ <u>\$3250</u>
Option 2: Hourly Rate for Additional Services	\$ <u>\$75</u>

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: Michael Parks  
(print name)

Signed: 

Contact Person (Name and Title): Michael Parks, President

Company Name: Game Ready, Inc

Address: 53 West St., Medfield, MA 02052

Telephone: 617-852-0479

E-mail: GameReadyMike@gmail.com



## **Town of Medfield**

### **Request for Written Quotations**

#### **Lawn Mowing Services at the former Medfield State Hospital**

##### **General Information**

- A. The Town of Medfield is seeking written quotations for lawn mowing services for the former Medfield State Hospital, Hospital Road, Medfield, MA 02052.
- B. The Town of Medfield reserves the right to reject any and all written quotations, waive informalities, and award contracts in the best interest of the Town.
- C. Contracts are subject to the approval of the Select Board.
- D. Written quotations must be submitted by email to Brittney Franklin at [bfranklin@medfield.net](mailto:bfranklin@medfield.net) by 5 pm on Wednesday, May 10, 2023.
- E. The Town reserves the right to: request additional information from applicants about experience and ability to complete the scope of services, to interview applicants, and to check references identified by any applicant or associated with any previous contract with any applicant.
- F. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, references, and written quotation.

**The contractor must be able to meet the following requirements:**

1. Successful contractor must be able to commence work as soon as weather permits.
2. All bidders shall have in their possession sufficient equipment in order to satisfactorily complete all work that is required under this contract.
3. The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.
4. The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm", use the term "doing business as \_\_\_\_\_," or "Sole Owner."
5. The contractor to whom the contract is awarded will be required to execute the Town's standard contract within ten (10) days from the date that they are notified of the award. In case of failure to do so, they will be considered as having abandoned the contract.
6. The contractor shall comply with the Town's Standard Contract, enclosed as Attachment E. Any requests for changes to the Standard Contract must be submitted with the written quotations. The Town reserves the right to reject any and all requests for alterations to the Town's Standard Contract.

**Project Description**

1. Trained personnel using current, acceptable horticultural and lawn care practices shall perform all landscape maintenance and land management services.
2. Contractor shall provide all equipment necessary to perform the work herein; grass cutting machines and associated equipment shall be appropriate for the size of area and standard of finish.
3. All areas to be inspected by the Contractor before work.
4. Any work performed in addition to which is outlined herein shall be done only upon written approval by the Town of Medfield through the Town Administrator, Assistant Town Administrator, or Director of Public Works.
5. During landscape operations all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to ensure the safety of the Contractor's employees, the Town employees and the general public.
6. Any damage to private property caused by the Contractor shall be repaired or replaced at the Contractor's expense.

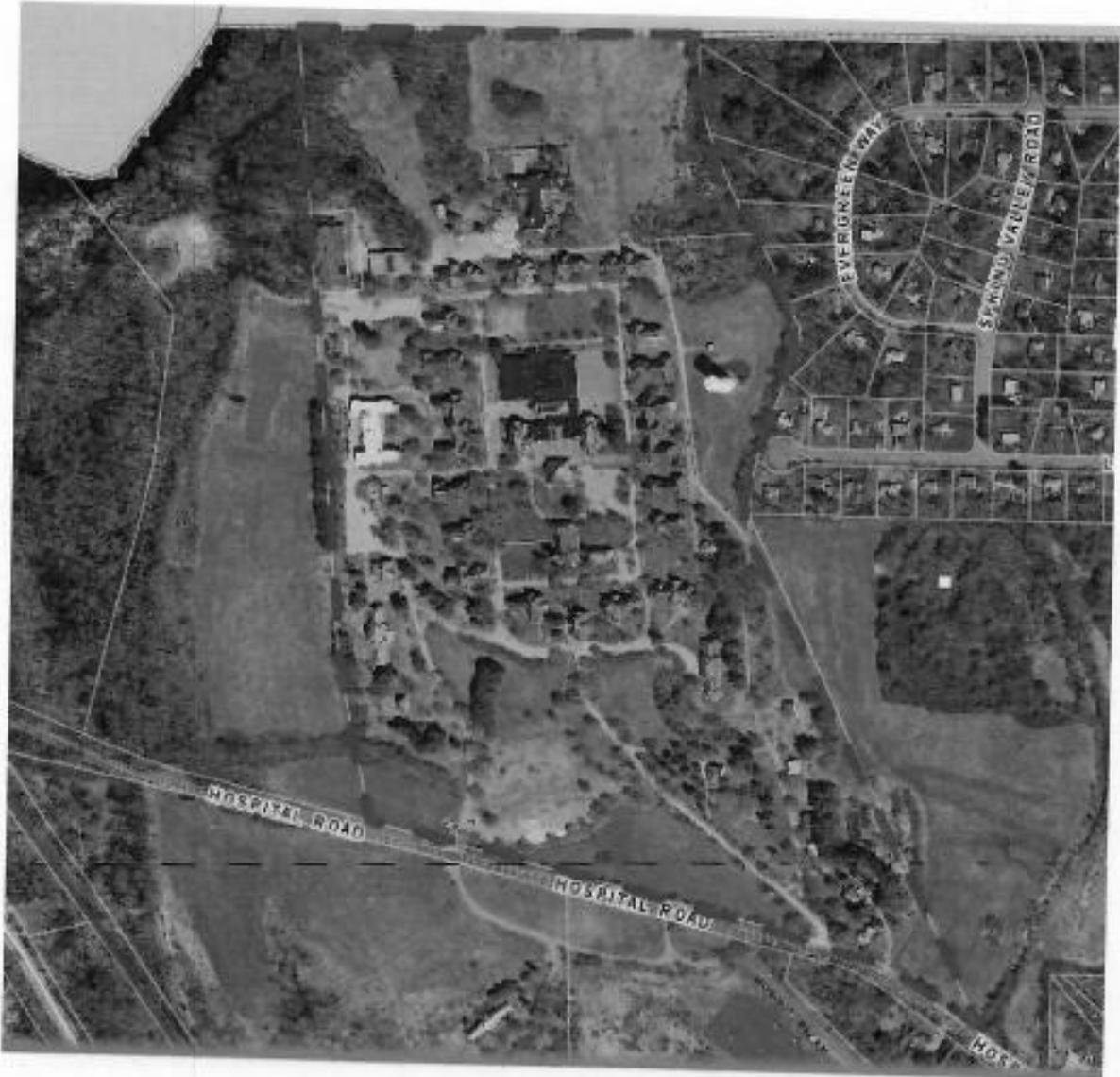
Medfield Request for Written Quotations – Lawn Mowing services at the former Medfield State Hospital

7. Please see Attachment D - Map for Lawn Mowing Services at the former Medfield State Hospital for mowing areas included in this project.
8. During mowing season Lawn areas shall be mowed at a maximum height of 4" and a minimum height of 3" throughout the mowing season. All mower blades will be kept sharp.
9. Additional landscaping projects on the site may be requested by the Town of Medfield and the contractor shall provide an hourly rate to complete said additional services.
10. Mowing operations include trimming around all obstacles, removing debris from walkways and parking areas. Care shall be taken not to cause any damage or girdle any trees or shrubs with trimming equipment.
11. Mowing shall take place over the entire area to include weeds, nettles, and all growth of a non woody nature. Soft vegetative growth such as clover where it falls within large grassed areas shall be deemed to be part of the contract.
12. Mowing shall take place on the full area of grass up to paving, fencing, existing tree lines and other boundaries. String trimmers should be used in areas where mowers cannot cut.
13. Contractor shall allow in his rates for cutting around all obstacles and obstructions including tree bases, lamp columns, telephone columns, manhole covers, benches within the area to be cut.
14. All staging and refueling of equipment must be done in the front parking lot at the entrance from Hospital Road.
15. In drought conditions the height of the cut will be stipulated by the Medfield Department of Public Works. No additional payments will be made for variation in the height from normal specified height. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting divots from the machine rollers or cutters. Should wet conditions persist and additional operations are required to cut the grass the Contractor shall submit a revised cutting schedule for approval. No payments shall be made when cutting conditions are suspended due to inclement weather or adverse conditions.
16. The Town reserves the right to adjust the contractor's schedule to accommodate events or activities on site.

## Attachment D

### Map for Lawn Mowing Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below.





**Memorandum  
To  
Town of Medfield  
From  
William H. Solomon  
Special Cable Counsel**

**Update Regarding Verizon Cable License Renewal Process  
and Short-Term License Extension Agreement**

**(May 17, 2023)**

1. The current Verizon cable license has a license term 5-year term, from June 5, 2018 through June 4, 2023.

2. This office has been in intensive negotiations with Verizon, represented by the Boston based law firm Kerbey, Harrington Pinkard LLP, Boston (Attorney John Harrington). Those negotiations have been comprised of separate discussions: (i) the License document other than the financial provisions for PEG Access<sup>1</sup> (primarily focused on PEG Access Capital Support).

3. Attorney Harrington and I are working on the final license document issues. That process includes relatively long waiting periods for Attorney Harrington to hear back from Verizon's corporate legal department, and he has been waiting to hear back on the last draft for somewhat over two (2) weeks. (The wait to hear back about the initial draft from this office in late 2022 and through 2023, was significantly longer.) On this end, I discussed two changes to the License draft with Attorney Harrington on Monday, with a follow-up document today. Subject to Atty Harrington receiving further feedback from Verizon corporate's legal department, I believe any final issues will be resolved shortly.

4. As noted above, Attorney Harrington and I have been involved in intensive negotiations regarding PEG Capital Support, including telephone discussions and the e-mailing of the respective party's positions and calculation, including last week and this week, and in the prior weeks. Based on our telephone negotiation this past Monday, I will later today, be forwarding to Attorney Harrington the financial document prepared by this office and shared on Monday during the video conference. (We can review that document together in a video conference, at a time that works for you.) The parties are currently about \$40,000 apart with respect to the PEG capital payment number.

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<sup>1</sup> "PEG" (Public, Educational and Government) Access.

5. Given the continuing negotiations referenced above and the fact that the current Renewal License has a license term running to June 4, 2023, I recommend that the Town issue a short-term license extension to June 30, 2023 or such other date deemed appropriate by Special Counsel not to exceed sixty (60) days. This is consistent with the practice of Verizon, as well as this office, in a number of communities. Accordingly, I request that the Board vote to authorize this office to enter into a short-term license agreement with Verizon as set out herein or as otherwise determined by the Board. I have attached a sample motion for the Board's consideration and vote.

*William H. Solomon*

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William H. Solomon  
Special Cable Counsel



Informational



### **Fios® TV Programming Change**

On or after July 25, 2023, Living Faith HD (ch. 794) will be removed from the Fios TV channel lineup. This is a provider-driven change.



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

225 Turnpike Road, 3<sup>rd</sup> Floor, Southborough, MA 01772  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT  
GOVERNOR

Rebecca L. Tepper  
SECRETARY

Ashley E. Randle  
COMMISSIONER

Notice

Pursuant to the provisions of the Rights-of-Way Management Regulations, 333 CMR 11.00, to apply herbicides to control vegetation along rights-of-way (ROW), a five-year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Massachusetts Department of Agricultural Resources (MDAR). Eversource Energy, Eastern MA (Central, Eastern, and Southeastern MA) holds a current VMP, therefore, notice of receipt of a YOP and procedures for public review is hereby given as required by Section 11.06 (3).

Eversource Energy, Eastern Ma has submitted a YOP to MDAR in April 2023.

In 2023 Eversource Energy, Eastern MA will conduct an Integrated Vegetation Management (IVM) program on their transmission and distribution lines. The intended vegetation control program will be consistent with Eversource Energy, Eastern MA's VMP (approved by MDAR in 2023). In accordance with the guidelines set forth in Eversource Energy, Eastern MA's VMP for Central, Eastern, and Southeastern, MA and YOP, herbicides will be selectively applied to target vegetation by licensed/certified applicators carrying backpack or handheld application equipment for the IVM program.

Eversource Energy, Eastern MA's YOP identifies the following 19 municipalities as locations where they intend to use herbicides to treat their electric Rights-of-Way in 2023:

<b>Eastern MA (EMA) municipalities:</b>			
Acushnet	Dover	Medfield	Wareham
Bridgewater	Duxbury	Middleborough	Westwood
Burlington	Fairhaven	Plymouth	Wilmington
Carver	Kingston	Plympton	Woburn
Chelsea	Marshfield	Walpole	

Eversource Energy, Eastern MA will only use herbicides recommended by MDAR for use in regulated sensitive areas for their IVM program. Pursuant to 333 CMR 11.04, no herbicides will be sprayed within any designated "no spray sensitive area" instead mechanical only methods will be used to control vegetation.

Public notification, by certified mail, will be provided to each "affected" municipality at least twenty-one days prior to any herbicide application.

In accordance with 333 CMR 11.06 (2), Eversource Energy, Eastern MA's YOP for Central, Eastern, and Southeastern, MA includes the identification of target vegetation; methods of identifying, marking and protecting regulated sensitive areas; application techniques; the herbicides, application rates, carriers and adjuvants proposed for use; alternative control measures, a list of the application companies and YOP supervisor; procedures for handling, mixing and loading herbicides; emergency resources including local, state

and federal emergency telephone numbers; maps of the ROWs which included regulated sensitive areas, and herbicide fact sheets and labels.

## PUBLIC REVIEW

MDAR seeks to verify the location of regulated Sensitive Areas defined in Section 11.02 reported in the YOP. MDAR itself has a limited ability to survey the geography, land use and water supplies in all the communities through which ROWs pass. Municipalities have most of this information readily available, and the particular knowledge with which to better certify the regulated Sensitive Areas in their communities. MDAR, therefore, requests, and urges the assistance of the "affected" municipalities in reviewing the completeness and accuracy of the maps contained in the submitted YOP.

The YOP may be viewed online at the following websites:

[Rights of Way Vegetation Management - VMPs, YOPs, and Notices | Mass.gov](#)

<https://www.eversource.com/content/residential/about/reliability/vegetation-management/transmission-system-vegetation-management/transmission-vegetation-management-projects>

MDAR has established the following procedures for this review:

Copies of the YOP and this *Notice* will be sent by the applicant to the Conservation Commission, Board of Health (or designated health agent), and the Head of Government (Mayor, City Manager, Chair of the Board of Selectman) of each municipality where herbicides are to be applied during the 2023 calendar year; and if applicable to the Natural Heritage Endangered Species Program of the Massachusetts Department of Fisheries and Wildlife, the Massachusetts Water Resource Authority and the Massachusetts Department of Conservation and Recreation. Municipal agencies and officials will have forty-five days, following receipt of the YOP, to review its map for inaccuracies and omissions in the location of "regulated sensitive areas not readily identifiable in the field."

Municipal agencies and officials are requested to forward the YOP to the appropriate official(s) in their municipality qualified to certify the accuracy of the regulated sensitive areas indicated on the maps. The maps should then be "corrected" and returned to the applicant and a copy should be sent to MDAR at the address listed below within the forty-five-day review period.

If a city or town needs more time to carry out this review, it should send a written request for an extension to MDAR and cite why there is a "good cause" for requesting additional time.

The applicant is required to make all corrections and the corrected maps will be sent back to the city/town that requested the disputed changes within fifteen days of receipt of the request. MDAR will decide whether or not the YOP should be approved without the requested changes. MDAR will consider the "final approval" of a YOP individually for each municipality.

The twenty-one day public review period of the Municipal ROW Notification Letter may serve concurrently with the forty-five day YOP review period in order to provide public notifications as required by 333 CMR 11.07, if the applicant has an approved VMP and if all the requisite city-town offices that received copies of the YOP completed their review and all corrections were duly made by the applicant and approved by MDAR.

A failure by the city/town to respond to the applicant's submission of the YOP within the forty-five day period will be automatically considered by MDAR to indicate agreement by the municipal officials with the regulated Sensitive Area demarcations provided by the applicant in their YOP.

Any questions or comments on the information provided in this *Notice* and the procedures established for the municipal review outlined above should be addressed to:

Clayton Edwards  
Rights of Way Program  
Massachusetts Department of Agriculture Resources  
Pesticide Bureau  
225 Turnpike Rd., 3<sup>rd</sup> Floor  
Southborough, MA 01772

Any questions or comments regarding the YOP should be addressed to:

William Hayes, Senior Supervisor  
Eversource Energy  
Vegetation Management  
247 Station Drive, SW-1036  
Westwood, MA 02090-9230  
781-441-3932 (office)

**COMMENT PERIOD ENDS AT THE CLOSE OF BUSINESS (5pm), June 23, 2023**



247 Station Drive, SW-1036  
Westwood, MA 02090

**William Hayes**  
Senior Supervisor  
Electric Transmission  
Vegetation Management

Certified mail-return receipt requested

May 01, 2023

Dear Municipal Official:

This letter is to inform you that Eversource Energy, Eastern MA intends to selectively apply herbicides in 2023 along the power line rights-of-way that pass through your municipality. This treatment is conducted as a component of an integrated vegetation management program that uses the appropriate mechanical and/or herbicides treatments to control vegetation in order to encourage the growth of healthy early successional ecological communities that benefit wildlife while allowing for the safe delivery of electricity to our customers.

Eversource Energy, Eastern MA's 2023-2027 *Five-year Vegetation Management Plan (VMP) for Eastern, MA* is posted at the following websites:

<https://www.mass.gov/service-details/rights-of-way-vegetation-management-vmps-yops-and-notices>

<https://www.eversource.com/content/residential/about/reliability/vegetation-management/transmission-system-vegetation-management/transmission-vegetation-management-projects>

If you would like a hard copy, please contact us with this request.

Eversource Energy, Eastern MA's 2023 *Yearly Operational Plan (YOP) for Eastern MA* is also posted at the above websites. If you would like a hard copy, please contact us with this request.

Please review the YOP map(s) that locate the ROW corridors and the plotted location of known sensitive areas including public and private drinking water supplies. **If there are any additional sensitive areas located on or near the ROW's, please advise us as soon as possible so a permanent record can be established, and appropriate field protective actions implemented. We particularly rely on this process to collect corrections to the public wells and to record the location of private wells.** The enclosed maps will be updated with any new information that is received by Eversource Energy, Eastern MA and posted at the above website.

The herbicides are listed in Section VII of the YOP and will be selectively applied to target vegetation by experienced, Massachusetts' licensed/certified applicators that walk along the ROWs using backpack equipment.

The foliage treatments will take place between July 1<sup>st</sup> and October 18<sup>th</sup> along with cut surface treatments (CST). Fall CST, basal treatments or sensitive foliar treatments may be necessary and are scheduled between October 1<sup>st</sup> and December 31<sup>st</sup> in areas along the ROWs that might not have received a foliage treatment or to trees over 12 feet tall. The exact time is dependent upon weather conditions and field crew progress.

In compliance with 333 CMR 11.06-11.07, No herbicide applications will occur before the conclusion of the 45-day YOP review period, the 21-day treatment notice and the 48-hour newspaper notice. At the end of these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

All of the herbicides selected for this program are registered by the Federal Environmental Protection Agency, the Massachusetts Pesticide Board, and are recommended for use in and around sensitive areas jointly by the Massachusetts Pesticide Bureau and Massachusetts Department of Environmental Protection (please refer to the YOP for specifics).

The work will be performed by one of the following companies:

Vegetation Control Service, Inc.  
2342 Main Street  
Athol, MA 01331  
(978) 249-5348

Lewis Tree Service, Inc  
300 Lucius Gordon Drive  
West Henrietta, NY 14586  
(585) 436-3208

Stanley Tree  
275 George Washington Hwy  
Smithfield, RI 02917  
401-231-8733

North Eastern Tree Service  
1000 Pontiac Avenue  
Cranston, RI 02920  
(401) 941-7204

This informational 21-day notification is in compliance with Chapter 132B, section 6B of the Massachusetts General Laws and 333 CMR 11.05-11.07 Rights of Way Management and Chapter 85, Section 10 of the Acts of 2000.

For inquires concerning the safety of the herbicides please contact:

Clayton Edwards  
Rights of Way Program  
Massachusetts Department of Agriculture Resources  
Pesticide Bureau  
225 Turnpike Rd., 3<sup>rd</sup> Floor  
Southborough, MA 01772

If there are any questions or comments relative to technical questions about the treatment program, you would like a hard copy of the VMP or YOP, or have any questions about Eversource Energy, Eastern MA and its electrical rights-of-way system please contact William Hayes (781) 441-3932 for transmission lines and Paul Sellers (508) 957-4517 for distribution lines.

Sincerely,



William Hayes  
Senior Supervisor

Enc: Environmental Monitor Notice  
2023 Yearly Operational Plan Maps  
45 Day YOP Public Notice and Review and Comment Period Document

cc: Board of Health  
Board of Selectmen  
Conservation Commission  
Municipal Water Supplier  
Massachusetts Pesticide Bureau



247 Station Drive, SW-1036  
Westwood, MA 02090

**William Hayes**  
Senior Supervisor  
Electric Transmission  
Vegetation Management

May 1, 2023

## **45 Day Yearly Operational Plan Public Notice, Review and Comment Period**

Dear Municipal Officials:

In compliance with 333 CMR 11.06, *45 Day Yearly Operational Plan Public Notice, Review and Comment*, please review Eversource Energy, Eastern MA's 2023 Yearly Operational Plan for Eastern, MA.

Posted at the listed websites, Eversource Energy, Eastern MA's *Yearly Operational Plan (YOP) for Eastern, MA* details specific information pertaining to the intended 2023 program:

<https://www.mass.gov/service-details/rights-of-way-vegetation-management-vmmps-yops-and-notice>

<https://www.eversource.com/content/residential/about/reliability/vegetation-management/transmission-system-vegetation-management/transmission-vegetation-management-projects>

Please review the enclosed maps that locate the rights-of-way and the location of known *sensitive areas*. If there are any additional *sensitive areas* located on or near the right-of-way, please advise us as soon as possible, so we may establish permanent records and implement appropriate field protective actions. We particularly rely on this process to collect corrections to the public wells and to record the locations of private wells. The enclosed maps will be updated with any new information that is received by Eversource Energy, Eastern MA and posted at the above website. If you would like a hard copy of the YOP please contact us with this request.

Also please review the enclosed copy of the Environmental Monitor Notice, published under the Massachusetts Environmental Policy Act (MEPA) also located at:

<https://eeaonline.eea.state.ma.us/EEA/MEPA-eMonitor/home>

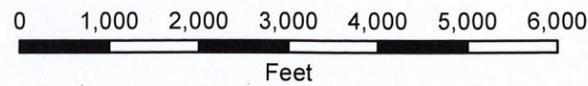
Enclosures: 21 Day Letter  
Environmental Monitor Notice  
2023 Yearly Operational Plan Maps

Notice Sent to: Chief Elected Municipal Official  
Board of Health  
Conservation Commission  
Municipal Water Supplier  
Massachusetts Pesticide Bureau

Eversource Energy  
 Eastern, MA  
 2023 Yearly  
 Operational Plan  
**MEDFIELD**  
 Rights of Way  
 EMA-10

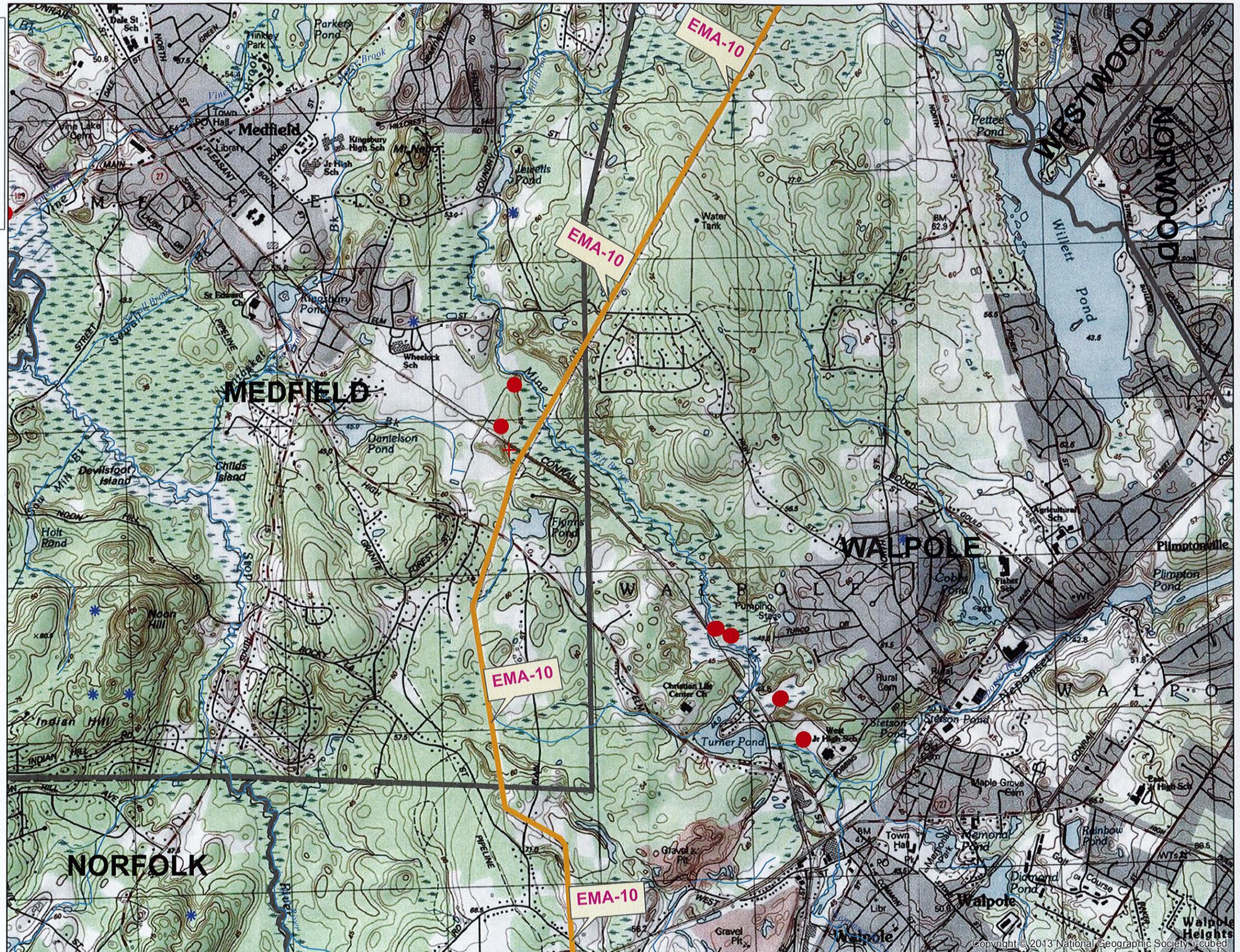


1:24,000



-  2023 Eversource Rights of Way
-  Emergency Surface Water Well
-  Ground Water Well
-  Non-Transient, Non-Community Well
-  Proposed Well
-  Surface Water Well
-  Transient, Non-Community Well
-  Private Well
-  NHESP Certified Vernal Pools
-  Perennial Rivers and Streams
-  Intermittent Rivers and Streams
-  Mass Town Lines
-  Mass Zone A

(Identifies surface waterbodies, tributaries and associated waterbodies, follow Sensitive Area treatment methods per 333 CMR 11.04)



Source: "Office of Geographic and Environmental Information (Mass GIS), Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs".  
 Public Water Supply data provided by MA DEP Drinking Water Program, December 2022 DEP Public Water Supplies





**Arbor Day Foundation®**

211 N. 12th St. • Lincoln, NE 68508 • 888-448-7337 • [arborday.org](http://arborday.org)

*We inspire people to plant, nurture, and celebrate trees.*

Chair, Board of Selectmen Gustave Murby  
459 Main Street  
Medfield, MA 02052

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Medfield on earning recognition as a 2022 Tree City USA. Residents of Medfield should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Medfield is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Medfield has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Medfield. Thank you, again, for your efforts.

Best Regards,

Dan Lambe  
Arbor Day Foundation Chief Executive

FOR IMMEDIATE RELEASE

Contact:

Jasmine Putney

Arbor Day Foundation

402-216-9307

[jputney@arborday.org](mailto:jputney@arborday.org)

*We inspire people to plant, nurture, and celebrate trees.*

## Arbor Day Foundation Names Medfield a 2022 Tree City USA®

LINCOLN, Nebraska (4/14/2023) – Medfield was named a 2022 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Medfield achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Medfield are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Medfield is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at [arborday.org/TreeCityUSA](http://arborday.org/TreeCityUSA).

### **About the Arbor Day Foundation**

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at [arborday.org](http://arborday.org).