



Select Board
Meeting Packet
June 6, 2023

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
METROPOLITAN AREA PLANNING COUNCIL
AND
THE TOWN OF MEDFIELD

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

Witnesseth that the parties have AGREED as follows:

Article I
Description and Scope of the Work

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

Article II
Time of Performance

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

Article III
Revisions in the Work to be Performed

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

Article IV
Payment for Services

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

Article V
Ownership and Confidentiality of Material, Work Products

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

Article VI
Indemnification

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

Article VII
Assignment

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

Article VIII
Severability

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

Article IX
Termination of Agreement

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

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

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

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

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

Article XI **Governing Law and Jurisdiction**

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

Article XII **State Funds**

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

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

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

Article XIV **Procurement Services**

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

Article XV
Complete Agreement

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

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

For the METROPOLITAN AREA PLANNING COUNCIL

X _____

Date: _____

Name: _____

Title: _____

For the TOWN OF MEDFIELD

X _____

Date: _____

Name: _____

Title: _____

* * * * *

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

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

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

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

MAPC MISSION

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

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

WHAT IS EQUITY?

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

Source: MetroCommon2050 Values

INCLUSIVE COMMUNITY STAKEHOLDER OUTREACH

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

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

Acknowledgement

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

Town Manager/Administrator

Date

EXHIBIT A

Medfield Economic Development Vision Proposal 2/13/23



Project Understanding

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

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

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

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

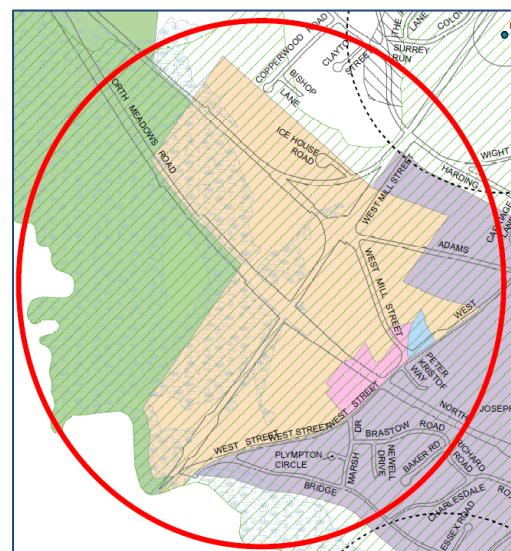


Figure 1 - Medfield Industrial Extensive Zone

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

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

Key Project Goals

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

Key Project Activities

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

Partners

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

Key Assumptions

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

Total Estimated Timeframe

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

Total Project Funding Amount

\$45,000

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

Additional Literature

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

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

 Town Manager/Administrator

 Date



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR CONSULTING SERVICES

Contract # Medfield 2023-02

This Contract is made this 6 day of June, 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 Amanda Decker of Bright Solutions Consulting Group LLC, having a usual place of business at 26 Chipaway Road, East Freetown, MA 02717 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town requested a proposal for writing the Drug Free Communities Grant 2024 application for the Town of medfield hereinafter referred to as "Program"; and

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

Subject to annual appropriation and pricing from the Contractor.

5. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice. Town shall make payments based upon percentage of Contractor's work completed.
6. 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.
7. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with the supply and services of specified products.
8. 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.
9. 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.
10. 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.
11. 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.
12. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor 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 Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor 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.
13. 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 affected 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 whatsoever
 - d. , supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
14. 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.
15. 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.
16. 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.
17. 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)

By:



06/01/2023

Title: Consultant, Bright Solutions Consulting Group LLC

Select Board

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trieweiler, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

Town Accountant

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Amanda Decker
(Print Name)

Sole Proprietor, Bright Solutions Consulting Group LLC
(Title/Authority)

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A Amanda Decker, authorized signatory for Bright Solutions Consulting Group LLC, whose principal place of business is at 26 Chipaway Road, East Freetown MA 02717, does hereby certify under the pains and penalties of perjury that Bright Solutions Consulting Group LLC has paid all 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

06/01/2023

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

CONTRACT CHECKLIST

| | Initials |
|--|------------|
| 1. Certification of Signatures | <u>AD</u> |
| <ul style="list-style-type: none">• For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago <p>With Corporate Seal affixed (see attached form)</p> <ul style="list-style-type: none">• For LLC: need Manager signature or signed vote of the LLC | |
| 2. Insurance Certificate (showing Town as additional insured) | <u>AD</u> |
| <ul style="list-style-type: none">• Matches amount of insurance required under contract | |
| 3. Certificate of Good Faith | <u>AD</u> |
| 4. Certificate of Tax Compliance | <u>AD</u> |
| 5. Signed by Contractor | <u>AD</u> |
| <ul style="list-style-type: none">• Matches certification by Corp officer of authority. | |
| 6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from Secretary of State | <u>AD</u> |
| 7. 30B Quote Form (if contract is valued at \$10,000 or greater) | <u>N/A</u> |

Contract Reviewed by: _____

Department Head Signature

Name, Title



ZULLO GALLERY

CENTER FOR THE ARTS

456A Main Street
Medfield, Massachusetts 02052

William F. Pope
Executive Director

June 2, 2023

To The Medfield Select Board,

The Zullo Gallery is requesting a one day beer & wine permit for our summer THURSDAYS ON THE DECK beginning Thursday June 15. These tie in nicely with the MEMO summer concert series next door at the gazebo and have proven to be a great way to bring people downtown to enjoy the music, stop in to see the gallery art exhibition and enjoy our rooftop deck overlooking our beautiful downtown area.

Thank you for your consideration - and your past support.

Sincerely,

William F. Pope
Executive Director

all Thursdays - all from 5:30-11PM

June 15, July 6,13, 20, 27 August 3, 10,17,24, 31 September 7