



Select Board  
Meeting Packet  
September 19, 2023



# IMPORTANT NOTICE

## Special Election October 24th, 2023 Tri-County Vocational School Building Project.

On September 20, 2023, the District School Committee will vote to call a district wide election on October 24, 2023. The 11 towns: Franklin, Medfield, Medway, Millis, Norfolk, North Attleboro, Plainville, Seekonk, Sherborn, Walpole and Wrentham will be holding a special election on October 24th for a vote on Tri-County building a new school. THE ELECTION WILL BE HELD ON THE 2ND FLOOR OF TOWN HALL. The hours of the Election will be 12pm - 8pm. All towns included in this vote are required by law to hold the same voting hours. For more information on the project please click on this link: <https://www.tri-countybuilding.com/>

Tri-County Regional Vocational Technical School Building Project  
Enrollment 10/1/2022  
Assumption - District Share of 200 Million Borrowed for 30 years at 4.25%

	10/1/2022 Enrollment	Town Estimated Yearly Debt	Yearly Residential Impact House Value \$100,000	Yearly Residential Impact House Value \$250,000	Yearly Residential Impact House Value \$500,000
Franklin	164	2,081,813	\$28.77	\$71.93	\$143.86
Medfield	6	76,164	\$2.20	\$5.49	\$10.99
Medway	85	1,078,988	\$36.06	\$90.16	\$180.31
Millis	38	482,371	\$27.06	\$67.66	\$135.32
Norfolk	41	520,453	\$21.99	\$54.99	\$109.97
North Attleboro	238	3,021,168	\$56.86	\$142.14	\$284.28
Plainville	113	1,434,420	\$63.31	\$158.28	\$316.57
Seekonk	86	1,091,682	\$28.27	\$70.67	\$141.33
Sherborn	5	63,470	\$3.98	\$9.94	\$19.88
Walpole	90	1,142,458	\$17.97	\$44.92	\$89.84
Wrentham	73	926,661	\$29.26	\$73.16	\$146.32

**NOTE:**

See above assumptions. The amount of District borrowing and interest rate are subject to change based on market conditions. Yearly town debt assessments will be affected by student enrollment. Future property valuations and tax rate key metrics will affect residential tax values.





# Medfield Energy Committee Select Board Update and Review of Charter

September 19, 2023

MEC Committee Members: Andrew Jarrell, Emily Lowney, Fred Davis, George Whiting, Cynthia Green, Penni Conner, Paul Fletchtelkotter, Bob Winograd, Hilli Passas, Chris Gordon, Jim Redden.

## Listening Tour Highlights

Penni Conner, MEC Chair 8/9/23, launched a Listening Tour during the August and early September 2023 timeframe. She met one on one with Medfield Energy Committee members and active participants and Town Leaders. In total 15 interviews were conducted.

- Recognition that MEC has passionate and knowledgeable committee members
- Need to clarify MEC Charter
- Develop plan for town buildings to achieve 2050 goals
- Establish MEC as valued partner to the Town
- Streamline administrative aspects of MEC

*"In general you have deep expertise in the membership."*  
Town Leader

*"We have strengthened the MEC team."* MEC member

# Highlights from Listening Tour

## **Clarify the Charter**

- We have lost our focus;
- I feel a responsibility to help the town on energy matters for the town's assets.
- Anything we want to do to educate the public to help them make decisions on their own accord is an important part to the role.
- Provide the public the "best way to saving money by showing them of things they can do in their home.;
- We need to be mindful of what the town can afford. The cost aspects of the investments are legitimate issues that need to be addressed.
- Defining guardrails for MEC and investments is a good idea.

## **Develop plan for town buildings to achieve 2050 goals**

- Help the town save money by having a focus on the Town's buildings.
- It would be useful to have a playbook for each building. The town would be able to use for operations, maintenance and capital planning.
- Ensure that we are doing as much as we can with the equipment we have in our town buildings.
- The top priority is the town's buildings

## **Establish MEC as valued partner to the Town**

- Make energy committee to be a valued partner to the town
- Ensure town committees know to contact us for advice
- Be collaborative with town leaders

## Medfield Energy Committee Charter (established 2008)

### **Our Charter, established by the Board of Selectman in 2008:**

The Board of Selectmen appointed an Energy Committee to look, first and foremost, at the Town's energy use and, secondly, at the energy use of Town residents and businesses to see if the Town and its residents/businesses could save money and improve the environment, through the more efficient use of energy resources. In addition, the Board recognizes the responsibility of each and every individual to do his/her part in reducing energy consumption and/or reducing potentially harmful emissions as part of a national energy conservation effort. To this end, the Selectmen ask the Committee to look at the following areas:

- Establishment of a baseline for measuring progress on reduction of energy usage
- Reduction of energy consumption through retrofitting of existing buildings, equipment, vehicles or processes.
- Design or purchase of energy efficient buildings, equipment, vehicles or processes.
- Utilization of alternative energy sources.
- Development of public relations measures to encourage energy conservation
- Transportation initiatives
- Advise on and support the Town's implementation of the Town of Medfield Climate Action Plan (added and approved by Board of Selectman on 9/27/23)

The Board of Selectman recognize that the above list may not address all of the possible solution to this problem and encourage the Committee to develop its own agenda and initiatives. To keep the Committee size at a reasonable level, Town officials were either made ex officio members of the Committee or not appointed to the Committee, but they are available for consultation with you or for the development of information, which will assist you in your deliberations. It is hoped that your Committee will meet, regularly, with the Select Board to keep board members and the general public informed of its progress. On behalf of the residents of Medfield, the Board of Selectman would like to thank you for undertaking this critical task.

## Suggested edits to the Medfield Energy Committee Charter :

The ~~Board of Selectmen~~ **Select Board** appointed an Energy Committee to look, first and foremost, at the Town's energy use **and greenhouse gas (GHG) emissions** and develop recommendations that achieve **energy savings, reduce GHG emissions** and are **cost effective over the life of the investment** thereby positioning the Town to achieve its energy and GHG objectives by 2050 as outlined in the Town's Warrant Article 22 (2021). **and, Secondly, provide outreach and education to the Town's** ~~at the energy use of Town residents and businesses to see if the Town and its residents/businesses that could save energy and GHG emissions money and improve the environment, through the more efficient use of energy resources. In addition, the Board recognizes the responsibility of each and every individual to do his/her part in reducing energy consumption and/or reducing potentially harmful emissions as part of a national energy conservation effort.~~ To this end, the **Select Board** ~~Selectmen~~ asks the Committee to look at the following areas:

- ~~Establishment of a baseline for measuring progress on reduction of energy usage~~
- **Measure energy and GHG emissions reduction progress for the town's buildings and fleet**
- **Develop long range plans for Town owned buildings and transportation to achieve energy and carbon objectives by 2050.**
- **Provide energy efficiency and GHG reduction recommendations for town buildings, fleet and transportation**
- **Reduction of** energy consumption through retrofitting of existing buildings, equipment, vehicles or processes.
- **Design or purchase of energy efficient buildings, equipment, vehicles or processes.**
- ~~Utilization of alternative energy sources.~~
- **Recommend alternative energy resources to support goals and increase energy resiliency.**
- ~~Development of public relations measures to encourage energy conservation~~
- **Provide outreach and education to town's residences and businesses on ways to save energy and GHG emissions**
- ~~Transportation initiatives~~
- **Advise on and support the Town's implementation of the Town of Medfield Climate Action Plan (added and approved by Select Board on 9/27/22)**
- **Develop long range plans for Town owned buildings and transportation to achieve energy and GHG objectives by 2050.**

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These edits were reviewed and approved by the Medfield Energy Committee on 9/13/23.

## Clean Copy – Updated Medfield Energy Committee Charter

The Select Board appointed an Energy Committee to look, first and foremost, at the Town's energy use and greenhouse gas (GHG) emissions and develop recommendations that achieve energy savings, reduce GHG emissions and are cost effective over the life of the investment thereby positioning the Town to achieve its energy and GHG objectives by 2050 as outlined in the Town's Warrant Article 22 (2021). Secondly, provide outreach and education to the Town's residents/businesses that could save energy and GHG emissions through the more efficient use of energy resources. To this end, the Select Board asks the Committee to look at the following areas:

- Measure energy and GHG emissions reduction progress for the town's buildings and fleet
- Develop long range plans for Town owned buildings and transportation to achieve energy and carbon objectives by 2050.
- Provide energy efficiency and GHG reduction recommendations for town buildings, fleet and transportation
- Reduce energy consumption through retrofitting of existing buildings, equipment, vehicles or processes.
- Design or purchase of energy efficient buildings, equipment, vehicles or processes.
- Recommend alternative energy resources to support goals and increase energy resiliency.
- Provide outreach and education to town's residences and businesses on ways to save energy and GHG emissions
- Advise on and support the Town's implementation of the Town of Medfield Climate Action Plan (added and approved by Select Board on 9/27/22)
- Develop long range plans for Town owned buildings and transportation to achieve energy and GHG objectives by 2050.

The Select Board recognizes that the above list may not address all of the possible solution to this problem and encourage the Committee to develop its own agenda and initiatives. To keep the Committee size at a reasonable level, Town officials were either made ex officio members of the Committee or not appointed to the Committee, but they are available for consultation with you or for the development of information, which will assist you in your deliberations. It is hoped that your Committee will meet, regularly, with the Select Board to keep board members and the general public informed of its progress. On behalf of the residents of Medfield, the Select Board would like to thank you for undertaking this critical task.



## MEMORANDUM

TO: Medfield Select Board

FROM: Mark G. Cerel, Town Counsel

*Date: September 19, 2023*

RE: Procedures for Town Charter Review and Amendment

You have asked me to summarize for you the procedures for reviewing and amending the Town Charter. As a preliminary matter, there is no statutory or locally mandated <sup>procedure</sup> for informal review of the charter; you are therefore free to appoint an ad hoc committee to review the charter and to make recommendations for amending it.

Amendment of a municipal charter is governed by statute: G.L. Chapter 43B. The statute provides two separate procedures, the applicability of which depends on the nature of proposed amendment(s). Simple charter amendments (those not involving the form of local government, i.e.: composition, mode of election, or term of legislative body, board of selectmen and/or town manager, may be made by submittal of an article for action at town meeting; a two-thirds favorable vote of town meeting is required, followed by majority favorable vote at annual election, G.L. Chapter 43B, Sections 10 and 11.

A formal review of the town's charter and/or fundamental amendment thereto is accomplished by an elected charter commission and voter acceptance by balloting. This process begins with a petition signed by fifteen percent (15%) of registered voters requesting revision of charter, G.L. Chapter 43B, Section 3. The Board of Selectmen are then required, within thirty days following filing of the petition with the Registrars of Voters, to order a ballot question on whether the charter should be revised and a charter commission elected; if the Board of Selectmen fail to act, the question is submitted to the voters anyway and a charter commission is elected at the next annual town meeting, G.L. Chapter 43B, Section 4. Once it is determined to elect a charter commission, the statute provides detailed procedures for their nomination, election and organization, G.L. Chapter 43B, Sections 5, 6 and 7 and their operating procedures which include public hearing and preparation of formal reports, G.L. Chapter 43B, Sections 8 and 9. The final report of the charter commission is submitted to the voters for acceptance by ballot, G.L. Chapter 43B, Section 11.

The Home Rule Amendment (HRA) to the Massachusetts Constitution may be employed (and frequently is) as an alternative to complying with the cumbersome procedure set out in G.L. Chapter 43B for amending a municipality's charter. Section 8 of the HRA provides, in relevant part:

The general court shall have the power to act in relation to cities and towns . . . by special laws enacted (1) on petition filed or approved by the voters of a city or town, or the mayor and city council, or other legislative body, of a city, or the town meeting of a town, with respect to a law relating to that city or town.

A request for special legislation (home rule petition) to approve a charter change is no different from other requests for special legislation.





ServiceMaster by Gilmore

## ServiceMaster by Gilmore

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390 Lenox Street  
Norwood, MA 02062  
800-783-0552/ 508-620-0552  
www.svmgilmore.com  
Federal Tax ID # 04-2787898  
Vendor Code # VC0000713491

Insured: Town of Medfield  
Property: 468 Main Street  
Medfield, MA 02052

Claim Rep.: Direct

Estimator: Melissa DeCastro  
Position: Project Coordinator  
Company: ServiceMaster by Gilmore

Contractor: Tim Hastings  
Company: ServiceMaster by Gilmore

**Claim Number:**

**Policy Number:**

**Type of Loss:**

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 8/10/2023 11:22 AM

Price List: MABO8X\_JUL23  
Restoration/Service/Remodel  
Estimate: 23-01371



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## ServiceMaster by Gilmore

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**Date: August 31, 2023**

**Billed To: Mr. Wayne Langille**

**RE: Town of Medfield  
468 Main Street  
Medfield, Ma 02052**

**ServiceMaster Invoice # 23-01371**

Dear Mr. Langille,

The following is our invoice for the professional restoration services performed following the damage that occurred at the above address. Please note, photographs and monitoring reports may be available upon request.

**Payment of \$7,260.48 is due on or before September 30, 2023.** All major credit cards are accepted for your convenience. Checks may be mailed to us at 390 Lenox Street, Norwood, MA 02062.

**PLEASE NOTE, the balance is subject to late and/or interest fees (1.5% per month or 18% per annum). These rates may be applied for as long as the balance remains unpaid.**

If you have any questions regarding this matter, please do not hesitate to contact our office at 1-800-783-0552.

Sincerely,

**Melissa DeCastro** *Inside Project Coordinator*

**ServiceMaster by Gilmore**

*A Company You Can Trust*

800.783.0552

[billing@svmgilmore.com](mailto:billing@svmgilmore.com)

### **SCAM Warning – Please read carefully!**

It has been brought to our attention that someone has setup a fake domain imitating our Billing and Accounts Receivable Dept. Note, the fake domain is: **svmgilmoore.com**. Please disregard any emails from this domain and/or any emails requesting an update or change to our ACH/banking information.

***We only provide ACH information upon request. Please do not route payments to any bank account without verbally verifying that you have our correct information. If you have any questions or would like to setup ACH payments, please contact our Accounts Receivable Manager, Lindsay Garland, at 508-370-5671.***



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23-01371

### Emergency Services

#### Emergency Services

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Emergency service call - after business hours	1.00 EA @	283.08 =	283.08
ServiceMaster by Gilmore dispatched same day crew for emergency services on Saturday, July 22, 2023.			

#### Services performed include:

Movement of contents  
Extraction of standing water  
Sweep and mopping of floors  
Anti-bacterial solution application  
Professional drying equipment setup  
Moisture readings

### Main Level

Elevator Area Height: 8'

Door	2' 8" X 6'	Opens into Exterior
Missing Wall - Goes to Floor	13' 8" X 8'	Opens into MAIN_ROOM_
Door	2' 8" X 6'	Opens into DINING_ROOM_
Door	2' 8" X 6'	Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>Equipment</b>			
2. Air mover (per 24 hour period) - No monitoring	16.00 EA @	25.00 =	400.00
2 air movers @ 3 days, 2 air movers & 1 dehumidifier @ 5 days			
3. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	5.00 EA @	103.29 =	516.45
<b>Emergency Services</b>			
4. Water extract from carpeted floor - Cat 3 wtr- after hours	182.00 SF @	2.07 =	376.74
5. Apply anti-microbial agent to the floor - after hours	182.00 SF @	0.48 =	87.36

Desk Area Height: 8'

Door	2' 8" X 6'	Opens into MAIN_ROOM_
Door	2' 8" X 6'	Opens into OFFICE_

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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### CONTINUED - Desk Area

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>Equipment</b>			
6. Air mover (per 24 hour period) - No monitoring	15.00 EA @	25.00 =	375.00
7. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	5.00 EA @	72.50 =	362.50
<i>3 air movers &amp; 1 dehumidifier @ 5 days</i>			
<b>Emergency Services</b>			
8. Contents - move out then reset - Small room	1.00 EA @	67.83 =	67.83
9. Water extract from carpeted floor - Cat 3 wtr- after hours	89.17 SF @	2.07 =	184.58
10. Apply anti-microbial agent to the floor - after hours	89.17 SF @	0.48 =	42.80

Office			Height: 8'	
Door	2' 8" X 6'	Opens into DESK_AREA		
DESCRIPTION		QTY	UNIT PRICE	TOTAL
Equipment				
11. Air mover (per 24 hour period) - No monitoring		8.00 EA @	25.00 =	200.00
1 air mover @ 3 days & 1 air mover @ 5 days				
Emergency Services				
12. Contents - move out then reset - Small room		1.00 EA @	67.83 =	67.83
13. Water extract from carpeted floor - Cat 3 wtr- after hours		64.65 SF @	2.07 =	133.83
14. Apply anti-microbial agent to the floor - after hours		64.65 SF @	0.48 =	31.03

Dining Room			Height: 8'	
Door	2' 8" X 6'	Opens into ELEVATOR_ARE		
DESCRIPTION		QTY	UNIT PRICE	TOTAL
Equipment				
15. Air mover (per 24 hour period) - No monitoring		9.00 EA @	25.00 =	225.00
16. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.		3.00 EA @	72.50 =	217.50
3 air movers & 1 dehumidifier @ 3 days				



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### CONTINUED - Dining Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>Emergency Services</b>			
17. Contents - move out then reset - Small room	1.00 EA @	67.83 =	67.83
18. Water extract from hard surf flr - Cat 3 wtr - after hours	263.97 SF @	1.37 =	361.64
19. Clean floor - tile - Heavy clean	263.97 SF @	1.00 =	263.97
20. Apply anti-microbial agent to the floor - after hours	263.97 SF @	0.48 =	126.71

### Main Room

Height: 8'

**Door** 2' 8" X 6' **Opens into DESK\_AREA**  
**Missing Wall - Goes to Floor** 13' 8" X 8' **Opens into ELEVATOR\_ARE**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>Equipment</b>			
21. Air mover (per 24 hour period) - No monitoring 3 air movers @ 3 days & 3 air movers @ 5 days	24.00 EA @	25.00 =	600.00
<b>Emergency Services</b>			
22. Contents - move out then reset	1.00 EA @	90.35 =	90.35
23. Water extract from carpeted floor - Cat 3 wtr- after hours	494.71 SF @	2.07 =	1,024.05
24. Apply anti-microbial agent to the floor - after hours	494.71 SF @	0.48 =	237.46

### Moisture Readings

DESCRIPTION	QTY	UNIT PRICE	TOTAL
25. Equip. setup, take down & monitoring - after hrs	3.00 HR @	101.24 =	303.72
<i>ServiceMaster by Gilmore dispatched a crew on Saturday, July 22, 2023 to perform initial moisture readings to monitor dry down and set up professional drying equipment.</i>			

### Monitoring Equipment



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DESCRIPTION	QTY	UNIT PRICE	TOTAL
26. Equipment setup, take down, and monitoring (hourly charge)	6.00 HR @	67.42 =	404.52
<i>ServiceMaster by Gilmore returned on August 1, 2023 to perform follow up moisture readings and move, reset and remove equipment as needed - partial pickup</i>			
<i>Crew returned on August 15, 2023 for final moisture readings and equipment removal.</i>			

### Project Management

DESCRIPTION	QTY	UNIT PRICE	TOTAL
27. Commercial Supervision / Project Management - per hour	2.00 HR @	100.17 =	200.34

### Material & Supplies

DESCRIPTION	QTY	UNIT PRICE	TOTAL
28. Personal protective gloves - Disposable (per pair)	7.00 EA @	0.53 =	3.71

### Grand Total Areas:

1,929.33 SF Walls	1,094.49 SF Ceiling	3,023.83 SF Walls and Ceiling
1,094.49 SF Floor	121.61 SY Flooring	235.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	284.50 LF Ceil. Perimeter
1,094.49 Floor Area	1,166.85 Total Area	1,929.33 Interior Wall Area
1,291.00 Exterior Wall Area	147.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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### Summary for Dwelling

Line Item Total	7,255.83
Material Sales Tax	4.65
<b>Replacement Cost Value</b>	<b>\$7,260.48</b>
<b>Net Claim</b>	<b>\$7,260.48</b>

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Melissa DeCastro  
Project Coordinator



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### Recap of Taxes

	Material Sales Tax (6.25%)	Clothing Sales Tax (6.25%)	Storage Tax (6.25%)
Line Items	4.65	0.00	0.00
Total	4.65	0.00	0.00



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### Recap by Room

Estimate: 23-01371

Area: Emergency Services	283.08	3.90%
Area: Main Level		
Elevator Area	1,380.55	19.03%
Desk Area	1,032.71	14.23%
Office	432.69	5.96%
Dining Room	1,262.65	17.40%
Main Room	1,951.86	26.90%
Area Subtotal: Main Level	6,060.46	83.53%
Area Subtotal: Emergency Services	6,343.54	87.43%
Moisture Readings	303.72	4.19%
Monitoring Equipment	404.52	5.58%
Project Management	200.34	2.76%
Material & Supplies	3.71	0.05%
Subtotal of Areas	7,255.83	100.00%
Total	7,255.83	100.00%



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### Recap by Category

Items	Total	%
CLEANING	263.97	3.64%
CONTENT MANIPULATION	293.84	4.05%
LABOR ONLY	200.34	2.76%
WATER EXTRACTION & REMEDIATION	6,497.68	89.49%
Subtotal	7,255.83	99.94%
Material Sales Tax	4.65	0.06%
Total	7,260.48	100.00%





**Town of Medfield Request for Proposals  
For The Long Term Ground Lease  
of Lot 3, Ice House Road**

**LEGAL AD TO BE REVISED AFTER RFP DRAFT IS FINALIZED**

The Town of Medfield is seeking proposals for a long-term ground lease of 10.712 acres of undeveloped land located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 56 Lot 044, IE zoning district).

The preferred use for the site is for the development of a facility that is consistent with current zoning and complementary to the existing establishments. Note that certain uses, such as fitness, restaurant/bar, entertainment, and spa, are subject to the approval of the abutting business, The Kingsbury Club. Further detail is included in the full RFP and the Town's existing ground lease with the Kingsbury Club. The Select Board has Town Meeting approval to lease this land for a period not to exceed 99 years.

All firms/individuals interested can retain a copy of the Request for Proposals from Brittney Franklin, bfranklin@medfield.net or (508) 906-3012.

The deadline for submitting a proposal is Friday, \_\_\_\_\_ at 12:00 noon. Ten (10) hard copies of the proposal must be submitted to Kristine Trierweiler, 459 Main Street, MA 02052, by this date and time. Include one (1) electronic version of the proposal. All submissions must be clearly labeled "Lot 3 Long Term Ground Lease" on the exterior of the envelope/package. Late proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or limit the scope of this project or as deemed in the best interest of the Town.

**Town of Medfield Request for Proposals  
For The Long Term Ground Lease  
of Lot 3, Ice House Road**



**OVERVIEW**

The Town of Medfield is seeking proposals from experienced developers for the long-term ground lease of, 10.712 acres of undeveloped land located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 56 Lot 044, IE zoning district). Due to environmental and regulatory constraints the building envelope is significantly reduced. The Town acquired this land as part of the purchase of 30 acres of industrial and residential land in 1995. In 2014 Annual Town Meeting authorized the Select Board to lease this land for a period not to exceed 99 years.

The preferred use for the site is the commercial development of a facility that is consistent with current zoning and complementary to the surrounding existing establishments.

Certain uses are subject to the approval of the abutting business, The Kingsbury Club, per existing ground lease (Attachment B). Uses subject to approval include tennis, fitness, pilates, aerobics, swimming pools, restaurant and bar, function rooms, entertainment, golf pods, gymnasium, basketball, physical therapy, physical rehabilitation, plastic surgery, pro shop, spa

(massage, therapy, hairstyling, nails, pedicure, body treatments, etc.) chiropractic, and sports medicine.

The land is serviced by town water and sewer. Electric and gas lines are in public ways proximate to the site. Ice House Road was constructed to Town standards by the Town in 2006. The developer selected will be responsible for payment of real estate and personal property taxes on the building and contents, in addition to lease payments on the land. The tenant will be subject to both Real Estate and Personal Property taxes pertaining to the property. The developer selected will be responsible for obtaining and paying for all permits, licenses and approvals required to proceed with the development.

No environmental testing or other site investigations of the Property will be permitted unless and until the Successful Proposer has executed a purchase and sale agreement or ground lease.

### **Proposal of Property Use**

The Town reserves the right to select a proposal based on the overall best value to the Town in terms of lease, tax revenue, permit fees, connection fees, etc. Factors impacting the evaluation may include construction costs, infrastructure, capitalization rate, rental rates, absorption rates, and any other information that contributes to the Town's "best value" analysis.

### **Proposal Deposit**

The Proposal package must include a non-refundable Proposal Deposit in the form of a certified bank or cashier's check made payable to the Town of Medfield in the amount of Ten Thousand Dollars (\$10,000.00).

The Proposal Deposit of the Successful Proposer will be credited to the Agreement Deposit (as defined below). The Proposal Deposit is non-refundable if the Successful Proposer fails to execute the Lease in accordance with the terms of this RFP.

The Town of Medfield will retain the Proposal Deposits submitted by the second and third highest proposers until the earlier of a) the date the successful Proposer executes the Lease, or b) sixty (60) days from the selection of a successful Proposer. All other Proposal Deposits will be returned upon Designation of a successful Proposer as defined below.

## **QUALIFICATIONS**

Proposers should have completed development of (specific number?) other projects of similar type, size, scope, and complexity to the project described above and must demonstrate the ability to obtain financing for such a project. In addition, they should have at least five years of

experience with the operation of the proposed facility and/or a completed business plan and pro forma.

Proposer shall be deemed responsive and eligible if:

- (1) The Proposal package submittal is complete and not conditioned;
- (2) The Proposer is in good standing with the Town of Medfield and the Commonwealth of Massachusetts; and
- (3) The Proposer provides sufficient information regarding experience, program compatibility with the objectives of the Town of Medfield and financial feasibility as outlined below.

Proposals shall be evaluated on the following criteria:

**Team Qualifications and Experience:**

- a) The Proposer must demonstrate a positive track record of property development in Massachusetts, and/or a track record of successfully (meaning on-time and within budget) completing projects of comparable size and complexity to the proposed project. All members of development teams should be able to demonstrate appropriate qualifications for their respective roles.
- b) The Proposal submission must include firm qualification information that demonstrates the Proposer's success with similar projects within the last five years in which one or more Principals of the Proposer's firm or other identified team members were involved.

**Financial Capability:**

- c) The Proposer must provide proof of sufficient creditworthiness to cover all obligations associated with the Proposal through closing.
- d) The Proposer must certify that its firm (and principals) is not in default of any outstanding obligations to any federal, state or local municipalities.
- e) The Proposer must certify that the Proposer has no violations or issues pending before any federal, state, or local instrumentality as certified in the Certificate of Tax, Employment Security, and Contract Compliance.

**Development Program Concept and Feasibility:**

- f) The Proposal should include a narrative that describes the proposed project, including the proposed uses, number of buildings, total square footage, building heights and massing, amenities, parking, circulation, open space, community uses, average and peak estimated water and sewerage demands, estimated total employees and depending on the service or

product, the user-ship and peak usage (number of users and time of day and seasonally), average weekly peak traffic and vehicular attendance, and any other relevant site features.

- g) The Proposal should specify any anticipated request for zoning relief, zoning amendments, and any other permitting requirements
- h) The Proposal must include schematic floor plans and/or elevations to illustrate the Proposer's intent and use of the site.
- i) The Proposal must include a schematic site plan indicating planned site improvements, utility locations, open space, site access, etc.
- j) The Proposal should include a description of any green technologies and sustainable design planned for the project.
- k) The Proposer must provide a description of the ongoing economic benefit to the Town.
- l) The Proposer must demonstrate the ability to complete the development within a reasonable period of time. A schedule of appropriate development phasing should be supported by a market feasibility analysis.
- m) Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project including a development budget and a sources and uses schedule. Proposers may also provide alternative pro formas that would be used by an identified financing source that the Proposers plan to use.

**Price Proposal:**

- n) Financial offer provides an acceptable overall benefit to the Town (value of lease payments, tax revenue, and non-monetary considerations).

**EVALUATION**

The proposals will be evaluated by the members of the Town of Medfield Select Board, acting as the Awarding Authority, as to qualifications and experience, financial capability, development program concept and feasibility, and price proposal.

The Select Board will review the responses to this Request for Proposals and rank the proposals that have been submitted. Once the proposals have been ranked, the Select Board may select firms to be interviewed. Firms may be asked to provide further detail regarding their proposals, qualifications, and/or finances. The Select Board may select one firm with whom a contract will be negotiated. The final negotiated contract shall be approved by Town Counsel and awarded by the Select Board.

The ranking and selection of the finalists will be based upon the information provided in the proposals. The selection of the finalists will be based primarily on the following criteria as Advantageous (A) or Unacceptable (U):

1. Team qualifications and experience

- a. Unacceptable - The Proposer's team lacks sufficient experience or does not meet the qualifications required.
- b. Advantageous- The Proposer's team has the appropriate experience and qualifications required.

## 2. Financial Capability

- a. Unacceptable- The Proposer's team lacks sufficient financial capability required for the proposed development.
- b. Advantageous- The Proposer's team has the appropriate financial capabilities for the proposed development.

## 3. Development Program Concept and Feasibility

- a. Unacceptable- The Proposer's development program is unfavorable to the Town or is not financially feasible.
- b. Advantageous- The Proposer's development plan is considered to be favorable for the Town and is financially feasible.

## 4. Price Proposal

- a. Unacceptable- The Proposer's Price Proposal does not provide a sufficient financial benefit.
- b. Advantageous- The Proposer's Price Proposal provides a sufficient financial benefit.

A proposal must be evaluated as "Advantageous" under each category to be considered for selection.

## **SCHEDULE AND SUBMISSION REQUIREMENTS**

An informational site visit will be held on \_\_\_\_\_ at 10:00 am.

Questions regarding the project may be submitted in writing to **HOLD**. Questions should be emailed, and should be submitted any time **prior to noon on Wednesday, \_\_\_, 2018.**

**HOLD**  
**459 Main Street**  
**Medfield, MA 02052**  
**HOLD**

Answers to questions will be provided to all registered Proposers no later than           , 2023. The Town will issue an addendum to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

The Town will receive, through the Office of the Select Board, responses to this Request for Proposals. Ten copies of each response, plus one electronic copy, must be delivered to the Office of the Select Board by noon on Friday,           , 2023.

Kristine Trierweiler, Town Administrator  
459 Main Street  
Medfield, MA 02052  
[msullivan@medfield.net](mailto:msullivan@medfield.net)

The Town of Medfield reserves the right to reject any and all proposals and to waive any informality in the proposals, if it is in the best interest of the Town to do so.

A complete Proposal package shall include the following:

- ☐ Cover letter signed by an individual or officer authorized to submit a Proposal, cover letter must identify if Proposer is represented by a licensed Massachusetts real estate broker.
- ☐ Price Proposal
- ☐ Certificate of Non-Collusion
- ☐ Certificate of Tax Compliance

Proposals must be submitted on the Proposal Forms provided in the Request for Proposal Form Package and contain no alterations, additional terms or conditions. The Town reserves the right to interview any and all Proposers.

A sample ground lease is provided as Attachments A. The Successful Proposer shall be expected to execute an agreement in substantially the same form as provided herein.

Any Proposal submitted that substantially alters any material terms herein so as not to be in conformance with the provisions contained herein will be deemed unresponsive.

### **Reservations, Disclaimers and Provisos**

- a. All of the terms, conditions, specifications, appendices and information included in this Request for Proposal shall constitute the entire Request for Proposals package and shall be incorporated by reference into each Proposal Submission. No conditions, other than those specified in this Request for Proposals will be accepted and conditional Proposals may be disqualified except as specified in this Request for Proposals.

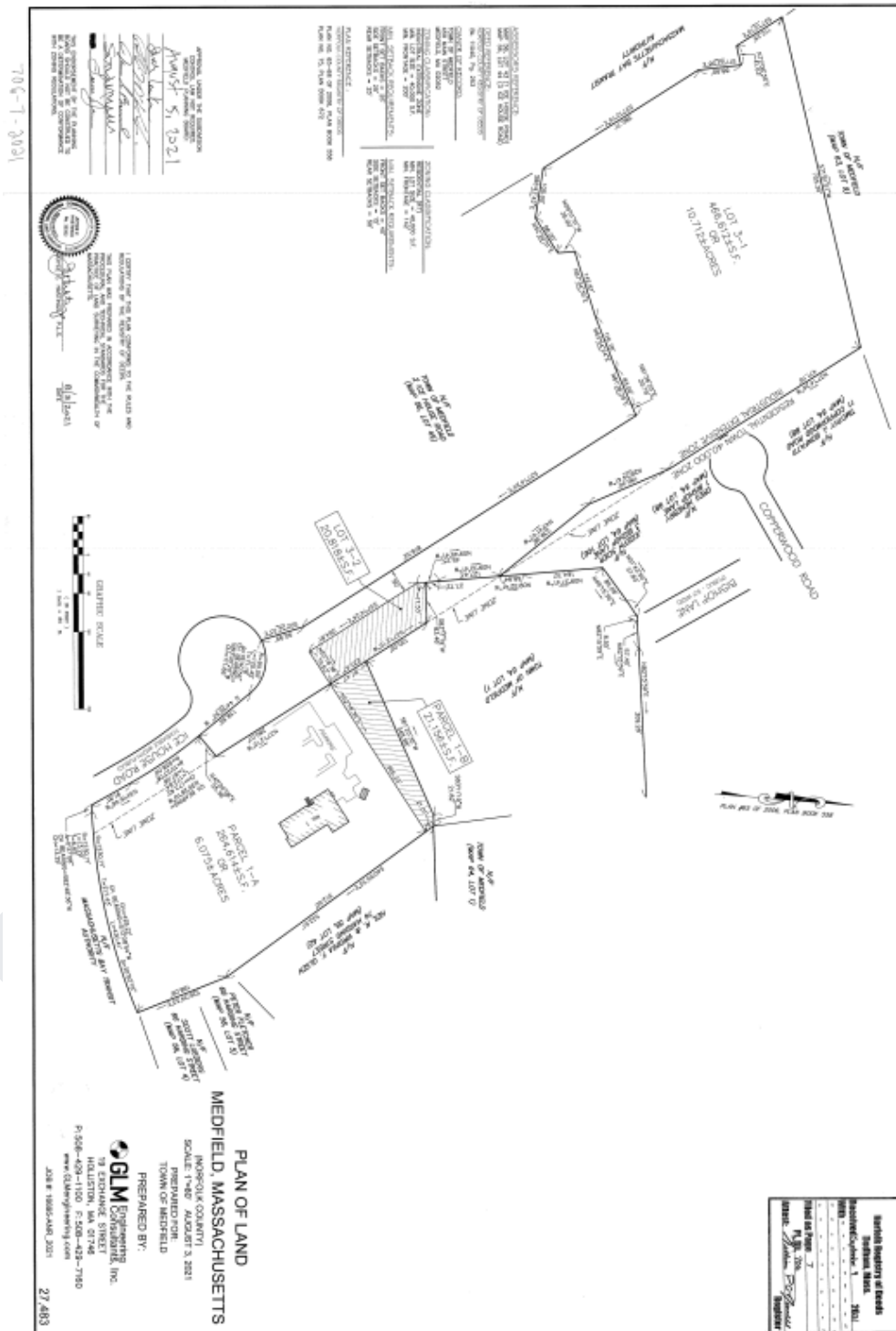
- b. The Town makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Premises, now or in the future. The furnishing of information by the Town shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each Proposer, by submitting a Proposal to the Town in response to this RFP, expressly agrees that it shall not hold the Town, or any of its respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
- c. If any matter or circumstance under this RFP requires the consent or approval of the Town or that such matter be satisfactory to the Town, then same may be granted, withheld, denied or conditioned by the Town in the exercise of its sole discretion.
- d. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 30B, and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
- e. The Town reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any Proposal when it determines that it is in the Town's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive. No officer or agent of the Town is authorized to waive this reservation. The Town reserves the right to accept, reject or negotiate at its sole and absolute discretion any Proposer-proposed changes to the model Lease attached hereto.
- f. Proposers should assume that all material submitted in response to the RFP will be open to the public. The Town assumes no liability for disclosure or use of any information or data.
- g. All Proposers shall thoroughly familiarize themselves with the provisions of the RFP, Appendices, amendments and associated materials. Upon receipt of the RFP, each Proposer shall examine the RFP for missing or partially blank pages due to mechanical printing collating, or other publication errors. It shall be the Proposer's responsibility to identify and procure any missing pages or information.
- h. Proposers shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Proposers shall be solely responsible for verifying any and all physical or other site conditions of the subject property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this RFP only as a convenience. The Town and any of its respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.

- i. Proposers shall be entirely responsible for any and all expenses it incurs in preparing and/or submitting any Proposal(s) in response to this RFP including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
- j. Proposers must complete each and every Proposal Form contained herein, if applicable.

DRAFT

**APPENDIX A – SITE PLAN**

DRAFT





MapsOnline

**APPENDIX B – LONG TERM GROUND LEASE (SAMPLE)**

DRAFT

**APPENDIX B – LONG TERM GROUND LEASE (KINGSBURY CLUB)**

DRAFT

**FORM A - CERTIFICATION OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid has been made and submitted 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.

---

*Signature of person submitting contract/bid*

---

*Date*

---

*Name of Business*

**FORM B - CERTIFICATE OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

*Social Security Number or*

*Federal Identification Number*

---

*Signature of Individual or Corporate Name*

---

*Corporate Officer*

*(if applicable)*

**FORM C - PRICE PROPOSAL**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

The undersigned hereby offers to purchase from the Town of Medfield subject to the provisions contained in the "Request for Proposals" dated \_\_\_\_\_, approximately \_\_\_\_ acres of land, including any improvements thereon and appurtenances thereto, if any, located at Assessors' Map 56 Lot 44, also known as Lot 3, Ice House Road, Medfield Massachusetts for the payment of:

\$ \_\_\_\_\_ Lump Sum

\_\_\_\_\_ Lump Sum in words

The undersigned hereby agree that:

- c. I/we have submitted with this a Proposal Deposit in the amount of Ten Thousand (\$10,000) Dollars in the form of a certified bank or cashier's check made payable to the Town of Medfield;
- d. If I we are declared the Successful Proposer the Proposal Deposit is non-refundable and may be retained by the TOWN as liquidated damages;
- e. Interest earned on the Proposal Deposit, if any, prior to TOWN approval of the transaction shall be the property of the TOWN;
- f. The Proposal Deposit may be retained by the TOWN until the Lease Agreement is executed if the undersigned is declared the second or third highest Proposer;
- g. If I/we are declared the Successful Proposer I/we agree that the Proposal Deposit will be applied by the TOWN to the Lease Agreement Deposit;
- h. The Proposal Deposit will be credited against the deposit due with the Lease Agreement at the time of execution by the Successful Proposer
- i. If I/we are declared the Successful Proposer I/we will enter into the Lease Agreement in the time period specified in the RFP,

- j. If I/we are declared the Successful Proposer I/we will pay the Purchase and Sale Deposit of Five Percent (5%) of the accepted purchase amount at the time of execution of the Purchase and Sale Agreement;
- k. The Successful Proposer assumes all risk of the liability for any and all injuries arising out of or in connection with, directly or indirectly, the inspection of the Property by the Successful Proposer or its agents or representatives and Successful Proposer hereby releases the TOWN from and against all liability for any such damages;
- l. The Successful Proposer hereby indemnifies the TOWN from any claim (whether or not resulting or likely to result in litigation), arising out of or due to, directly or indirectly, out of any information provided in this RFP;
- m. The Successful Proposer agrees to accept the Property in its "As-Is, Where-Is" condition and with all faults including but not limited to, any environmental conditions existing on or affecting the Property. The TOWN does not represent that the Property is in conformance with applicable laws, regulations or codes. The TOWN does not represent that Successful Proposer will be able to obtain any adjustment, variation or rezoning to permit any particular uses;
- n. Time is of the essence of this Offer to Sell;
- o. This Offer to sell along with the RFP including all attachments constitutes the entire understanding of the parties hereto and, unless specified herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties or otherwise shall be of any force and effect;
- p. No official, employee or agent of the TOWN shall be charged personally by the Successful Proposer with any liability or expense of defense or be held personally liable under any term or provision of this Offer because of any breach;
- q. The TOWN reserves the right to reject any and all Proposals and responses in whole or in part, and then to advertise for new Proposals or to otherwise deal with the Property as may be in the best interest of the TOWN;

These Deposits and payments are non-refundable and may be retained by the TOWN as liquidated damages if the Designated Proposer does not make payments in accordance with the Payment Schedule or to Close in accordance with the terms of this RFP except as specifically provided in the RFP; and

This Proposal Form A survives Execution of the Purchase and Sale Agreement.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this Proposal to the TOWN are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify the TOWN in writing by certified mail or hand

**DRAFT - FOR DISCUSSION PURPOSES**

delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the TOWN to reject the undersigned's Proposal and may have the effect of precluding the applicant from doing business with the TOWN in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the TOWN or its designated representative in verification of the recitals regarding the Proposer's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this Proposal on behalf of the Proposer and in accordance with ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION \*.

The undersigned hereby acknowledges that I/we have received and read the Request for Proposal and have acquainted myself/ourselves with matters therein referred to and understand that in making this Proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the Proposal.

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Signer's Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, ss , 2018

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public

Seal

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

My commission expires: \_\_\_\_\_



## AMBULANCE SERVICE PHARMACY AGREEMENT

This Agreement is made this 12 day of September 2023 ("Effective Date") by and between Beth Israel Deaconess Hospital - Needham, Inc. ("Hospital"), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at 148 Chestnut Street, Needham, MA 02492, and Town of Medfield, with a principal place of business at 112 North St Medfield, MA 02052 (collectively, "Ambulance Service").

WHEREAS, Hospital operates an acute care hospital which includes an emergency room and a pharmacy;

WHEREAS, Ambulance Service is a licensed ambulance company transporting patients to and from acute care facilities from time to time and uses various pharmaceutical products during the course of those transports ("Pharmaceutical Supplies");

WHEREAS, the Department of Public Health of the Commonwealth of Massachusetts ("DPH"), through its Office of Emergency Medical Services ("OEMS") has established a coordinated emergency medical services plan and as part of that plan has instructed hospitals in the Commonwealth of Massachusetts to exchange medications for ambulance companies and, in its regulations, encourages hospitals to replenish supplies used by ambulances in transport;

WHEREAS, Ambulance Service requires replenishment of Pharmaceutical Supplies utilized during the course of the transports in accordance with a medical control services plan;

WHEREAS, Hospital is capable of replenishing the Pharmaceutical Supplies under the terms and conditions set forth herein, and it is in the best interests of the communities served by Hospital to ensure that ambulances are properly stocked with Pharmaceutical Supplies to enable them to respond to patient needs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Procedure for obtaining Pharmaceutical Supplies from Hospital.** Pharmaceutical Supplies shall be defined to include those drugs and controlled substances which an Ambulance Service is authorized, pursuant to MDPH, Office of Emergency Medical Services (OEMS) protocols, and the MDPH, Drug Control Program (DCP) approved controlled substance schedules, to carry on its ambulances.

Ambulance Service may e-mail or fax in pharmacy orders using the medication order form specific to that service. Under extreme circumstances the Hospital Pharmacy can amend the required 48-hour processing period and emergently fill a need for pharmaceuticals.

Order forms must include the maximum par level of each medication in inventory.

No orders will be accepted for quantities over this par level. Any changes to these quantities must be approved by Ambulance Service management and must be updated prior to order placement. Ambulance Service shall provide documentation of licensure as an ambulance in the Commonwealth of Massachusetts to Hospital pharmacy management initially and annually

prior to expiration date of this Agreement.

- a. Ambulance Service shall provide to Hospital pharmacy management documentation of a Massachusetts Controlled Substance registration issued by the MDPH, DCP, to possess pharmaceuticals in the Commonwealth of Massachusetts, initially and annually prior to expiration date.
- b. Ambulance Service shall provide an accurate list of each employee authorized by its administration to order and pick up previously ordered pharmaceuticals at Hospital pharmacy.
  - i. The employee list shall be updated and sent to pharmacy management as Ambulance Service hires new employees. In the event that an Ambulance employee's employment is terminated, whether voluntary or involuntary, Ambulance Service shall immediately notify Hospital pharmacy director by telephone.
  - ii. Hospital pharmacy will maintain a combined list of all EMS personnel (Authorized EMS Personnel roster) for each service who are authorized for ordering and pick up of medication.
  - iii. Upon arrival at Hospital, Ambulance Service employee shall present his/her driver's license to the Hospital pharmacy employee facilitating the order pick-up, comparing the Ambulance Service employee's driver's license to the active Authorized EMS Personnel roster. The Ambulance Service employee must record his/her signature prior to receiving the order.
  - iv. Any Ambulance Service employee who has not been given authorization by their administration or attempts to acquire pharmaceuticals without presenting his/her driver's license shall not be provided with any pharmaceuticals.

2. **Medical Director Designation and Quality Assurance/Quality Improvement.**

a. The Ambulance Service Pharmacy Agreement for the acquisition of pharmaceuticals and the Affiliation Agreement for the purposes of online medical direction will be managed as separate agreements. Not all Ambulance Services requiring a Pharmacy Agreement will require Medical Direction from the Hospital.

3. **Compensation.** Ambulance Service shall compensate Hospital in an amount equal to the cost at which Hospital purchases the Pharmaceutical Supplies from the manufacturer. Ambulance Service shall pay each invoice within thirty (30) days of the date of the invoice for those Pharmaceutical Supplies provided during the term of such invoice, provided that each such invoice shall be timely submitted to Ambulance Service. Ambulance Service orders may be refused for failure to pay within the established time frame. Pharmaceuticals not covered under a manufacturer's credit or recall cannot be returned for in-house rotation or reimbursement.

Ambulance Service shall not make payments in advance. If Ambulance Service objects to all or part of any invoice, Ambulance Service shall notify Hospital in writing within ten (10) of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within said thirty (30) day period.

4. **Billing.** Hospital shall not bill any patient or third-party payor for any replenished Pharmaceutical Supplies. Ambulance Service represents and warrants that it will bill a patient or

third-party payor for replenished Pharmaceutical Supplies only if and to the extent permitted by law and the applicable rules of the payor.

5. *This section intentionally left blank.*

**6. Documentation.**

a. Ambulance Service must provide Hospital with supporting documentation (Patient Care Reports - PCR's) documenting the use of the Pharmaceutical Supplies to be restocked. PCR's must be received for each medication being ordered or in the event of a recall or damage, the medication must be brought in for exchange. For non-controlled substances, PCR's may be submitted any time prior to or at the time of order pick up. Orders for controlled substances must include PCR numbers on the order form for each item being ordered and copies of all PCR's must be received to complete the order submission. PCR's must include documentation of waste in the narrative for any patient who received a controlled substance. Additional documentation will be accepted if the PCR has been completed without this information. PCR's will be reviewed by Hospital Pharmacy prior to dispensing. PCR's must be double signed.

No increases in order quantity are allowed after submission unless an error has been identified in the review process. A new order must be submitted to accommodate replenishment due to additional usage. Hospital Pharmacy will reconcile orders and PCR's monthly against the detailed dispensing report from the Controlled Substance Database System prior to invoice submission. Invoices will be sent to Ambulance Service Accounts Payable with a copy sent to identified Ambulance Service administrator for review and reconciliation against internal records. Ambulance Service will review PCR's periodically for appropriate use of controlled substances. In addition, a copy of the Ambulance Medication Use Sheet will be given to the Hospital Emergency Department nurse by the authorized Ambulance Service paramedic in the event a patient is transported to the Hospital Emergency Department.

b. All supporting documentation described in this Section 6 shall be maintained by both parties for at least five (5) years or such other time as is required under the Massachusetts Public Records Law, whichever is longer, and shall be provided to any duly authorized government official or designee upon request. Documentation may be stored offsite at an authorized storage facility if necessary.

c. In the event that Ambulance Service is a party to more than one (1) medical control service affiliation agreement, Ambulance Service shall list on Appendix A, attached hereto and incorporated herein by reference, all of the hospitals with which it has affiliation agreements and policies and procedures that set forth the duties and responsibilities of each affiliate hospital.

**7. Indemnification.**

To the extent resulting from the negligent or willful misconduct by Ambulance Service and if allowed by law, Ambulance Service agrees to indemnify and hold harmless Hospital and its affiliates, officers, directors, employees and agents, from any and all claims, actions, liability,

and costs, including attorney's fees, arising out of the administration, storage, transportation, handling or other usage of Pharmaceutical Supplies by Ambulance Service, its employees, contractors, and/or agents.

8. **Access to Books and Records.** In addition to the obligations set forth in Section 6(b) above, until the expiration of four (4) years after the furnishing of any Pharmaceutical Supplies pursuant to this Agreement and to the extent, if any, required by applicable law or regulation, Hospital and Ambulance Service shall make available upon written request, to the Secretary of the Department of Health and Human Services, or to the Comptroller General, or any of their fully authorized representatives, this Agreement and books, documents, and records that are necessary to certify the nature and extent of the use of Pharmaceutical Supplies and costs. The Pharmacy will maintain a perpetual inventory of control substances utilizing the Hospital Control Substance Database specific to each Ambulance Service.

If Ambulance Service or Hospital enters into any subcontract with a related organization as may be permitted by this Agreement, such party shall require in such subcontract that the subcontractor also agree to the requirements set forth in this section.

9. **Term.** This Agreement shall commence on the Effective Date as provided above and shall remain in full force and effort unless and until terminated as provided herein. Notwithstanding the foregoing, this Agreement will be re-visited periodically, but not less than annually, for any modifications adjustments and/or updates to keep Agreement current in accordance with 105 CMR 170.300(C), and the parties shall amend the Agreement with any necessary changes prior to renewal.

10. **Termination.**

- a. Hospital may terminate this Agreement immediately: (i) in the event that Ambulance Service fails to pay any invoice due hereunder within the time specified; (ii) in the event that Ambulance Service loses its license to operate an ambulance in the Commonwealth of Massachusetts or loses its registration to carry Pharmaceutical Supplies; or (iii) in the event that Ambulance Service is suspended or excluded from participation in a federal health care program.
- b. Either party may terminate this Agreement upon ten (10) days' notice to the other party of the other party's breach of this Agreement; provided that if the breaching party cures the breach within such notice period to the satisfaction of the non-breaching party, then no breach will be deemed to have occurred.
- c. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party at any time without cause, provided that the parties shall not enter into an agreement covering the services/supplies provided hereunder which is effective during any portion of the remainder of the then current two-year term.

11. **Obligations Upon and After Termination.** Upon termination of this Agreement, neither party shall have any further obligation hereunder except for: (i) unsatisfied obligations accruing

prior to the date of termination; and (ii) obligations, promises, or covenants contained herein that are expressly intended to extend beyond the term of this Agreement. Sections 6(b), 7, and 8 shall survive any termination of this Agreement.

12. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, inducements, promises, representations and understandings between the parties, whether written or oral, with respect to the matters covered by this Agreement. Each party represents and warrants that, in executing this Agreement, it has not relied and does not rely upon any agreement, inducement, promise, representation or statement outside this written Agreement made by the other party. This Agreement shall be amended or modified only by written instruments executed by the parties hereto.

13. **Change in Law.** If any judicial decision, legislative action, or regulatory or other administrative interpretation, whether federal or state, would render unlawful the conduct of any party hereunder, the parties agree to negotiate in good faith to amend this Amendment in accordance with the requirements of law. In the event that the parties are unable to agree on the terms of a compliant Agreement within ten (10) days of the change in law or regulation, this Agreement shall terminate as of the end of such ten-day period.

14. **Compliance with Laws.** In connection with their performance of this Agreement, Hospital and Ambulance Service each covenants with the other that it shall comply in all materials respects with all federal, state and local laws, rules, ordinances, regulations and all administrative and judicial interpretations applicable to it, including without limitation, Title XVIII of the Social Security Act, 42 U.S.C. Sections 1395-1395ccc (the Medicare statute); Title XIX of the Social Security Act; 42 U.S.C. Sections 1396 *et seq.* (the Medicaid statute); the Federal Program Anti-Kickback Statute; 42 U.S.C. Section 1320a-7b(b); the False Claims Act; 31 U.S.C. Sections 3729 *et seq.*; the Federal Anti-Kickback Act; 41 U.S.C. Section 51 *et seq.*; and the Civil Monetary Penalties Law and other program laws relating to false claims; 42 U.S.C. Sections 1320a-7a and 1320a-7b(a), and all applicable implementing regulations, including without limitation those relating to billing for services.

15. **No Inducement.** This Agreement has been negotiated in good faith through arms-length negotiations. Nothing contained herein or therein, including any compensation paid or payable, is intended or shall be construed:

- (i) to require, influence or otherwise solicit either party regarding referrals of business of any kind whatsoever to the other party, or to any other person or entity; or
- (ii) to interfere with a patient's right to choose his or her own health care provider.

16. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of law provisions thereof.

17. **Severability.** In the event that any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, as drafted, then the offending term or provision shall

be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.

18. **Waiver.** The failure, at any time, to require prompt performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the full right to require full performance at any later time. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a difference provision of this Agreement.

19. **Assignment.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors in interest. Neither this Agreement nor any rights hereunder shall be assignable by Ambulance Service without the express written approval of Hospital. Hospital may, upon notice to, but without consent of Ambulance Service, assign its rights and obligations under this Agreement to any successor, related or affiliated entity.

20. **Headings.** The paragraph headings in this Agreement are for reference purposes only, and shall not be deemed to affect the substantive meaning or interpretation of this Agreement.

21. **Interpretation.** The parties further agree that the terms and conditions of this Agreement shall be construed as a whole, according to their fair meaning, and that this Agreement shall not be strictly construed against any party. Each term of this Agreement is contractual and not merely a recital.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts, when executed and delivered, shall be deemed to be an original.

23. **Notices.** All notices and other communications require or permitted under this Agreement shall be in writing and shall be deemed to have been given and received if delivered in person, by U.S. Express Mail, by Federal Express or another commercial expedited delivery service, or if sent by registered or certified first class mail, postage prepaid to:

To Ambulance Service:

To Hospital:

**Binhminh Nguyen  
Pharmacy Director  
Beth Israel Deaconess Hospital – Needham, Inc.  
148 Chestnut Street  
Needham, MA 02492**

**IN WITNESS WHEREOF**, Hospital and Ambulance Service have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives, as of the date first above written.

**BETH ISRAEL DEACONESS  
HOSPITAL - NEEDHAM, INC.**

**TOWN OF MEDFIELD**

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

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

## **APPENDIX A**

### **LIST OF ALL HOSPITALS WITH WHICH AMBULANCE SERVICE HAS AFFILIATION AGREEMENTS**

- Norwood Hospital



# MASSDOT STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Medfield (and d/b/a):		<b>DEPARTMENT NAME</b> Massachusetts Department of Transportation <b>MMARS Department Code:</b> DOT	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 459 Main St, Medfield, MA 02052		<b>Business Mailing Address:</b> 10 Park Plaza, Room 6260, Boston, MA 02116	
<b>Contract Manager:</b> Maria De La Fuente		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> mdelafuente@medfield.net		<b>Contract Manager:</b> Kristen Pennucci	
<b>Phone:</b>	<b>Fax:</b>	<b>E-Mail:</b> Kristen.Pennucci@dot.state.ma.us	
<b>Contractor Vendor Code:</b> VC6000191875		<b>Phone:</b> 1 857-368-8909	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT DOT INTF00X02023P0119834	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>NEW CONTRACT</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception:</b> (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <i>Prior</i> to Amendment: December 31, 2023. Enter Amendment Amount: \$ no change. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input checked="" type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception:</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> <b>MassDOT TERMS AND CONDITIONS</b> <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 145,411.67			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>This is an Extension for one year for the Town of Medfield to complete the work.</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>December 31, 2024</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions <a href="http://transnet/docs/ComApp/MassDOTTermsandConditions.doc">http://transnet/docs/ComApp/MassDOTTermsandConditions.doc</a> or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR MassDOT:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)  Print Name: _____ Print Title: _____	

# MASSDOT STANDARD CONTRACT FORM



## INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt)

through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

**Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)**

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies ([State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#)) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Other Procurement Exception.** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

# MASSDOT STANDARD CONTRACT FORM



**Amendment to Date, Scope or Budget.** Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Other Procurement Exception.** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT Terms and Conditions (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment

cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid

# MASSDOT STANDARD CONTRACT FORM



and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy.**

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

**Authorizing Signature For Department/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**MassDOT and Contractor Ownership Rights.** The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Laws and Regulations Prohibiting Discrimination and Human Trafficking.** Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim

confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147, G.L. c. 29, s. 29F, G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any

# MASSDOT STANDARD CONTRACT FORM



potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Commonwealth Data, Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or**

**contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's Terms and Conditions or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.**

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

**Federal And State Laws And Regulations Prohibiting Discrimination** Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability.** Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery

# MASSDOT STANDARD CONTRACT FORM



for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. ~~The terms of this Classification may not be modified.~~

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Attorneys.** Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481.** Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130.** Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may

have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346.** Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444.** Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



Commonwealth of Massachusetts  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company  
(must match Form W-9 tax classification)**

Contractor Legal Name Town of Medfield	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000191875
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**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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

There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

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

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

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name	Phone Number
Title	Email Address

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



[DATE] 2023

To:

The Honorable Jeffrey N. Roy  
House Chair, Joint Committee on Telecommunications, Utilities, and Energy  
State House Room 43

The Honorable Michael J. Barrett  
Senate Chair, Joint Committee on Telecommunications, Utilities, and Energy  
State House Room 109D

Dear Chair Roy, Chair Barrett, and Members of the Committee,

As municipal leaders committed to helping our residents access affordable electricity, and providing options to combat the global climate crisis at the local level, we write to you today to voice our support and call for the advancement of [H.3852](#), *An Act supporting electrical load aggregation programs in the Commonwealth*, sponsored by Representative Tommy Vitolo of Brookline.

H.3852 will empower municipalities with existing electrical load aggregation programs (also known as municipal aggregation programs) to more effectively update and operate their programs and foster the expansion of these programs to other cities and towns throughout the Commonwealth.

This bill was informed by a diverse group of municipal leaders and aggregation program administrators with years of experience operating aggregation programs in our state. It was first filed as H.3219 by Representative Roy and S.2145 by Senator Lewis, and it was then refined into H.3852 filed by Representative Vitolo.

Electrical load aggregation programs allow cities and towns to procure power for their own residents, often at a lower cost and with a higher clean energy percentage than what residents would otherwise receive through the default utility basic service. As a result, aggregation programs, especially those considered “green” because of their higher percentages of renewable energy, represent a vital tool for municipalities to advance local environmental goals in a cost-effective manner for their communities. Many communities with active programs achieved significant cost savings over this past winter when basic service rates reached historic highs. While we recognize that future savings cannot be guaranteed, we are proud of this accomplishment, and know that we can do so much more.

The legislature created load aggregation as part of the Electric Utility Industry Restructuring Act of 1997, and by 2013 the DPU had established a review process that effectively authorized local officials to operate programs without regulatory impediments, provided that programs comply with specific consumer protections. Now, however, unwarranted barriers are hindering communities from taking full advantage of the opportunity presented by aggregation.

Nearly half of the cities and towns in the Commonwealth do not yet have a program at all. Twenty-two of these municipalities have submitted aggregation plan proposals to the DPU for review, only to get stuck

in the queue, often waiting well over a year, and in some cases for over four years, for a response. This excessive delay has deterred many of the remaining municipalities from even pursuing a program.

The DPU currently interprets the statute to require that aggregation plans include nearly every detail of program operations. Therefore, any adjustment to those details requires a community to file a plan amendment with the DPU for its review and approval. State level oversight is an important feature to ensure that programs function in a fair and equitable manner. However, additional guidance is needed from the legislature to recognize and clarify that aggregation rules must allow local municipal leaders to adapt their programs based on local decision making. H.3852 would do just that.

Under H.3852 and subject to review and approval by the DPU, aggregation plans would be required to describe the structural elements of the proposed programs: how they will be organized, how they will make decisions, and how they will set their rates. Any changes to these structural items would require a plan amendment and approval by the DPU. The implementation elements, such as specific renewable energy levels, electricity supply options, and format of letters to consumers, would be governed by the local decision-making process outlined in the plan, and changes would not require an amendment. This clarification of responsibilities and authority would provide municipal leaders with the much-needed flexibility to adapt program operations more effectively and reduce the regulatory burden for DPU. Importantly, H.3852 also retains all the critical consumer protections and adds additional provisions that promote program transparency and protect consumer data.

It is important to note that the DPU opened a proceeding in August 2023 to address some of the issues H.3852 seeks to solve, such as reducing review time and clarifying rules for aggregations. However, the proposal falls short because it codifies the DPU's current interpretation of the statute. As an example, without H.3852, if every aggregation program desired to add the same, simple new offering (say, a discount to low-income customers from Community Shared Solar), the DPU would have to review and approve over 150 amendments. Without H.3852, therefore, we can expect an ever-expanding approval backlog at DPU and continued restrictions on municipal decision-making. The result is that our aggregation programs will be unable to adapt to the needs of our communities or the market.

As communities across the Commonwealth feel the real-time environmental and economic consequences of the climate crisis and as we work to hit our statewide climate goals and transition to a just clean energy economy, it is more important than ever that Massachusetts electricity consumers have access to energy options that are as sustainable, reliable, and cost-effective as possible.

We, the undersigned municipal officials, join our colleagues in the Legislature in wholeheartedly and enthusiastically supporting H.3852 and respectfully request that you advance the bill favorably out of committee. Thank you for your support and consideration.

Sincerely,

# **Municipal Aggregation Policy Developments & Action Opportunities**

September 7, 2023

## **Guidelines & Template Plan (DPU 23-67)**

## **Legislation (H.3852)**

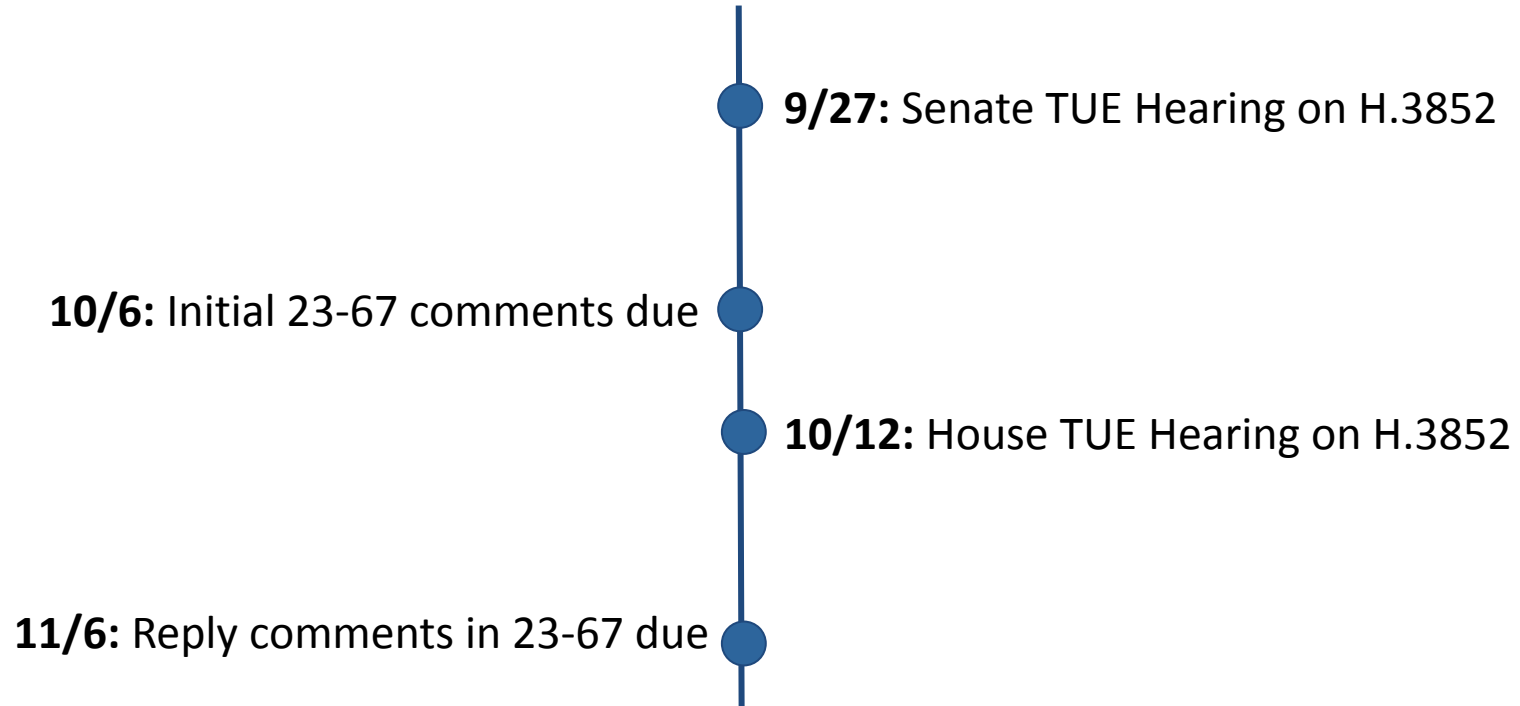
Both seek to improve aggregation regulation

**but...**

Guidelines would codify DPU's  
current, micro-management view  
of regulation

Legislation would define a more  
balanced level of DPU  
regulation

# Key Dates



# Legislation

Proposing first substantive update to  
M.G.L c.164 section 134 since Electric  
Restructuring Act



# H.3852

- Created by joint working group late 2022-through early 2023
  - Experienced municipalities: Melrose, Arlington, Winchester, Brookline, Quincy, Boston
  - All active consultants, Cape Light Compact, Green Energy Consumers Alliance
  - Rep. Vitolo and Sen. Lewis
- Timely filed S.2145 (Lewis) and H. 3219 (Roy) then group worked to refine language for late filing in House (H.3852)

# Big Idea

**If**

*(1) DPU creates fair, consolidated rules for aggregations*

**and**

*(2) Municipalities create plans for how they will structure and operate their programs*

**then**

**Municipalities can operate flexibly within that framework based on local decision-making**

## How We Achieve #1: Fair DPU Rules

- Requires that the DPU cannot impose new requirements on previously approved plans unless it has provided an opportunity for all affected parties for a full and fair hearing
- Means that there needs to be a docketed, noticed proposal from DPU and opportunity for all aggregations to comment

## How We Achieve #2: Plans for Program Operation

- Defines **structural elements** and **implementation elements**
  - Structural: How the program will operate and how decisions will be made
  - Implementation: What products are offered, REC content, format of communications with customers, etc.
- Plan must contain structural elements (and must be amended if those change)
- Implementation elements not required in plan, but rather documented on the Program's dedicated website

## How We Achieve #2: Plans for Program Operation

- The result is a plan that is far less dense and should facilitate much faster DPU review
- Therefore, the legislation requires 90-day DPU review
  - If the DPU does not act by the deadline, the plan is approved by default
  - But such approval does NOT exempt municipality from following all published rules for aggregation

# Data Improvements

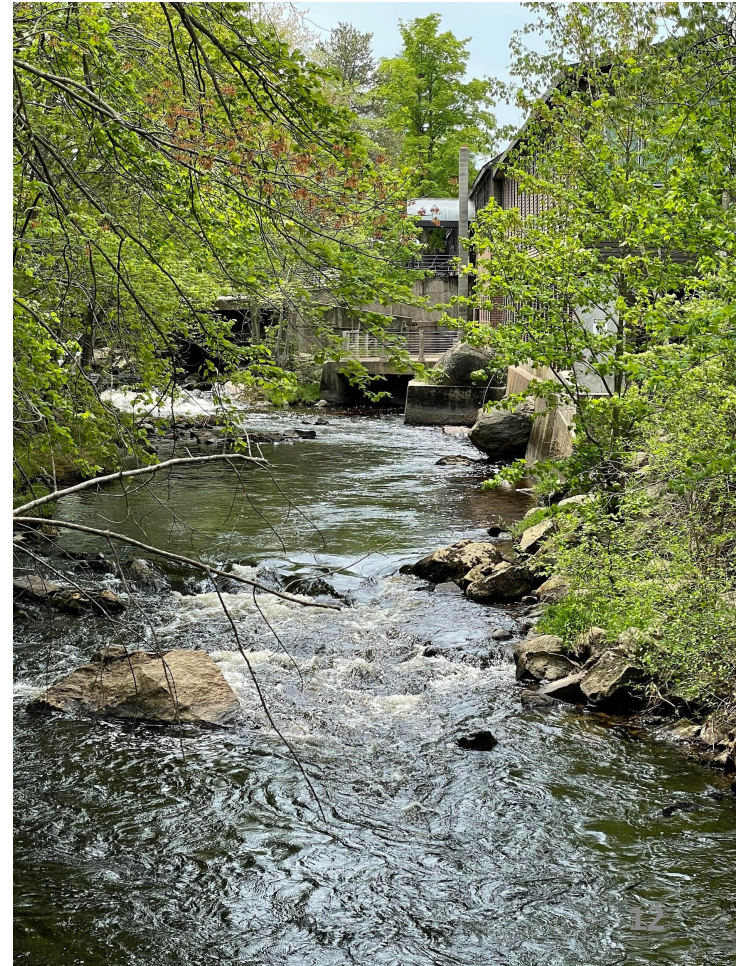
Will improve ability of aggregations to communicate with their electricity consumers, plan, bid for electricity and protect customer data.

## Data Improvements

- Codifies and expands data available to public aggregators
  - For **all electric consumers** taking distribution service within the municipality or municipalities: *Names, mailing addresses, email addresses, and service addresses*
  - For those eligible for automatic enrollment and/or participating in the program: *24 months of historical usage and demand information, including interval meter data*
- Includes explicit protections for individual customer data, including:
  - That it is not subject to public records requests, including adding exemption to public records law
  - It can only be used in support of the aggregation program

# DPU Guidelines & Template Plan

Docket Number: D.P.U. 23-67



# Structure of Proposal

- Guidelines that consolidate DPU requirements for aggregations, accompanied by a template plan.
- Aggregation Plan submissions that adhere to the template plan can qualify for expedited review by DPU.
- Numerous areas of potential conflict or ambiguity between guidelines and template

# The Good Stuff

- Sign of new Commissioners working to solve big problems:
  - Publicly noticed rules for aggregations
  - 120 day ‘expedited’ and 180 review period goals
  - Introduction of a ‘plan review conference’ with DPU
  - Explicitly allows adder fees, provided you include a lot of detail on budgeting

# Restrictive Launch Windows

- Must pick your launch date at time of submission
  - If you miss that date, must wait 6 months
- Does not address well the DPU's goal of reducing uncertainty for Basic Service suppliers
- We would recommend a NH-style approach of requiring more notice to utilities the earlier in a 6-month Basic Service window you'd like to launch

# Product Definitions May Limit Progress

- Must specify all products you want to offer, and new products need an amendment
- Requires plan to describe the amount and type of renewable energy in each product
  - It technically allows you to propose a range of renewable energy, provided you describe how a decision will be made
  - Yet later it says that a change in REC content for default product would be considered needing an amendment
- It is very common today for municipalities to ramp up their default percentage as the community gains trust in and experience with program

# Limited Product Suite for Quick Review

- Allows only up to 2 products if qualifying for expedited review:
  - One must meet RPS and one can exceed RPS
  - Appears to allow either to be the default
- The 3-tier product should be allowed to qualify for expedited review
  - Default exceeds RPS and an opt-down that meets RPS and an opt-up that exceeds RPS
  - This is widespread and well suited to serving the entire community

# Moving Forward



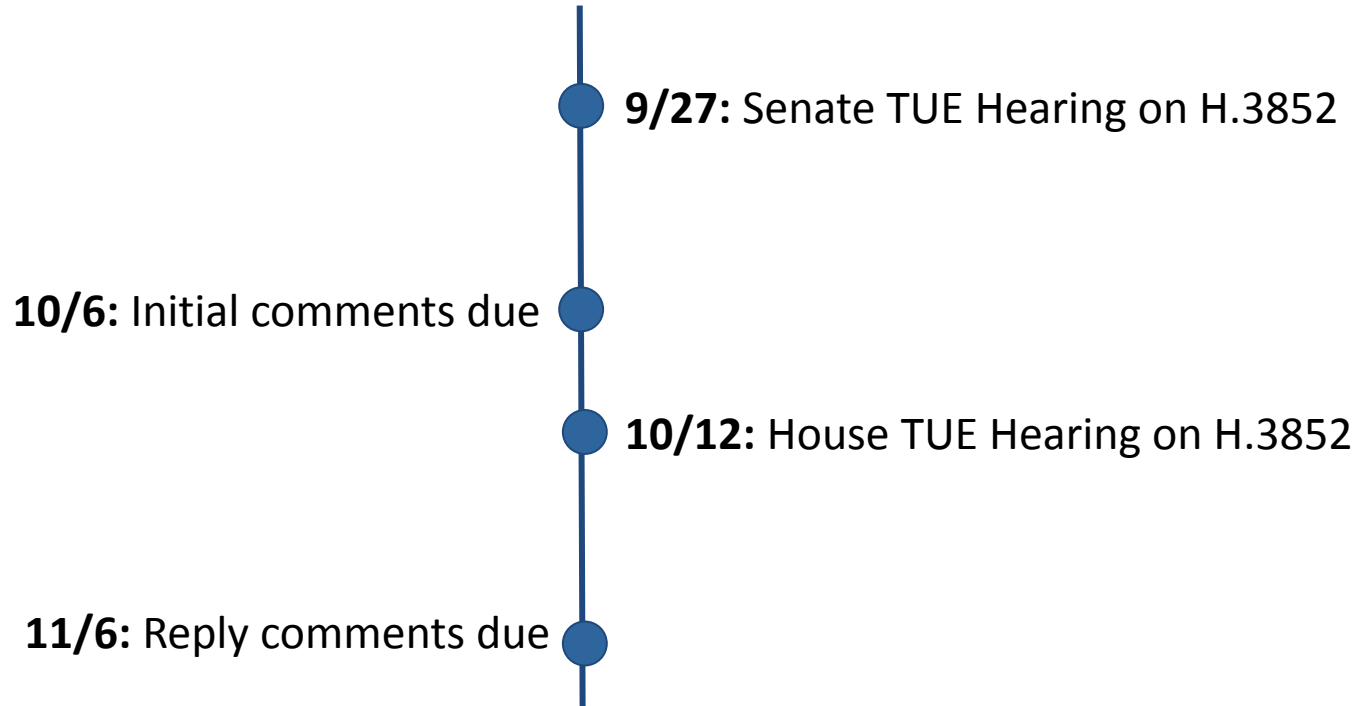
# Action Steps

- Participate in the Guidelines process:
  - Object to the overall micro-management concept the Guidelines seek to enshrine
  - And also provide specific, detailed feedback of problematic parts of Guidelines that must be changed
- Communicate to Legislators how beneficial the amendment would be and why it is still critical, even with DPU Guidelines

# Action Steps

- Legislation: Statewide sign-on letter in support of legislation to be circulated ASAP
- Guidelines:
  - Statewide sign-on letter regarding concept of guidelines in process, hopefully ready within a week
  - Good Energy will craft detailed critique comments of guidelines for our municipalities to sign-on
  - We encourage brief addenda by experienced communities attesting to your success with program

# Discussion



# Appendix I: Legislation Additional Detail

# Roll Out

- If legislation goes into effect, it would not necessarily require a community to amend its plan
- Municipality would have to publicly announce the existence of new statute, the implications for its program, and provide notice of the website where it will maintain all implementation details (and post those details)
- This avoids creating a massive regulatory backlog of amendments but maintains transparency at local level

# Other Legislative Improvements I

- Directs DPU to waive rules/regs for competitive suppliers that conflict or overlap with aggregations
- Codifies the opt-out notification process used today (e.g. timing and content)
- Clarifies that those enrolled via the opt-out be able to leave without penalty (leaves option open for optional products that may have termination penalty useful to achieve certain goals, like recouping hardware cost)

# Other Legislative Improvements II

- Codifies that 30 day notice\* ahead of price or product changes, but the notice is not required to be via direct mail
  - \*or as soon as price is determined, if 30 days is not possible
- Requires that you do mail to any opt-in customer at least once every three years reminding them of their product details
- Municipalities can certainly mail more frequently, but this approach recognizes that:
  - Changes are overseen and decided upon by municipal officials motivated by community best-interest, rather than private companies
  - Most people in the opt-out product are not aware/invested in their selection, whereas those in optional products are

# **Appendix II: Guidelines Additional Detail**

## Other Guidelines Issues I

- Codifies a distinction between municipal websites and program websites, which will lead to duplication of effort and potential customer confusion
- Termination: *“If a Municipality operates or offers products/services in a manner inconsistent with its plan, the Department will revoke its approval of the plan and order the termination of the program.”*
  - No opportunity for dialogue or time to remedy
  - Creates a fear-based operating environment
- Codifies decision in Fitchburg that if you are changing renewable content of an optional product, unless they affirmatively opt back-in, you must kick them out of program to Basic Service
  - Would much prefer to drop someone to the program’s default product

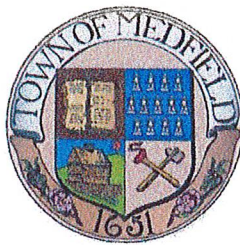
## Other Guidelines Issues II

Lumps aggregations and competitive suppliers together

- No distinction recognizing very different motives
- *“Unless specifically exempt as indicated under Rule A.3.1 and A.3.2, municipal aggregations are governed by the rules and regulations that apply to Competitive Suppliers and Electricity Brokers.”*
- Requiring the Contract Summary Form is one example of the inefficiency of this requirement
  - Aggregation customers do not have a contract, the municipality does



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



**Kristine Trierweiler**  
Town Administrator

**Frank Gervasio**  
Assistant Town Administrator

## TOWN OF MEDFIELD

### Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

### ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Zullo Gallery Center For The Arts Email: w.pope1@mac.com  
Street Address: 456A Main St. Telephone: 508.359.3711  
City/Town, State: Medfield, MA

Event and Purpose:

1. MHS 50th Reunion Meet + Greet
2. Zullo FIRST THURSDAYS (monthly celebration of the arts)

Location of Event: Zullo Gallery

Date and Hours of Event: 1. Fri Sept. 22, 2023 2. (3 First Thurs.) October 5, Nov. 2, Dec. 7 All 6-11:30 PM

Type of License Requested: All Alcohol ☐ Or Malt/Wine only ☒

Sketch of Area Where Liquor to be Served attached: Yes ☐ No ☐

Copy of Valid Bartender Trainings attached: Yes ☐ No ☐

Copy of Certificate of Liability Insurance attached: Yes ☐ No ☐

} submitted  
in previous application

If Requested All Alcohol License, proof of non-profit status attached: Yes ☐ No ☐

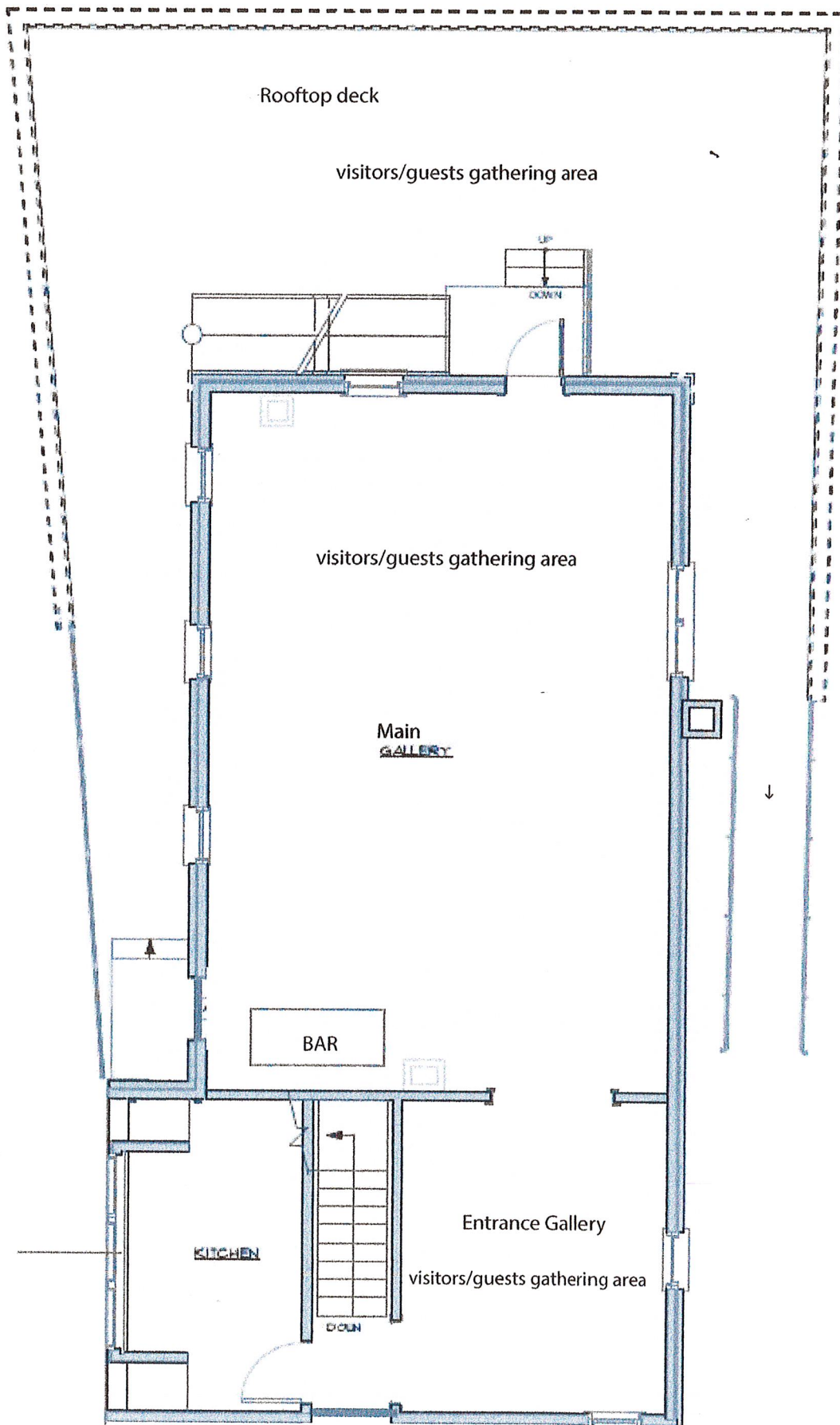
[Signature]  
Signature of Applicant

Sept 13, 2023  
Date filed

\_\_\_\_\_  
Licensing Authority Signature

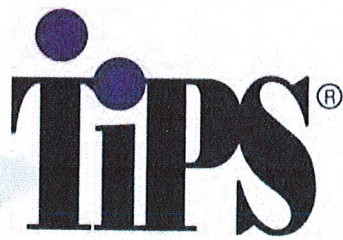
\_\_\_\_\_  
Date approved

Conditions: \_\_\_\_\_



2ND FLOOR PLAN

Zullo Gallery Center For The Arts



## CERTIFICATE OF COMPLETION

This certifies that

**Claire McNulty**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**



Hours  
3.00



Completion Date  
07/18/2023



Expiration Date  
07/17/2026



Certificate #  
ON-000029292633

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | [www.360training.com](http://www.360training.com)



(CUT HERE)



(CUT HERE)

FOUR

**CERTIFIED**

®

On-Premise

Issued: 07/18/2023

Certificate #: ON-000029292633

Expires: 07/17/2026

Claire McNulty

41 Blacksmith Drive

Medfield

MA 02052



Phone: 800-438-8477

[www.gettips.com](http://www.gettips.com)

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_



106 Southville Road - Southborough, MA 01772  
Toll Free (877) 366-1140 – FAX: (508)836-4940

## COMMON POLICY DECLARATIONS Hospitality Mutual Insurance Company

### RENEWAL DECLARATIONS

POLICY NO: CPP2000772	
NAMED INSURED AND MAILING ADDRESS	AGENT AND MAILING ADDRESS
<b>Zullo Gallery Center for the Arts Charitable Trust DBA Zullo Gallery Center for the Arts</b> 456A MAIN ST MEDFIELD, MA 02052-2008	<b>HUB International New England LLC</b> 600 Longwater Drive P.O. Box 9146 Norwell, MA 02061
Agent Code: 1290-MA	
POLICY PERIOD: FROM <b>07/09/2023</b> TO <b>07/09/2024</b> AT 12:00 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS SHOWN ABOVE	

**DESCRIPTION OF BUSINESS:** Temporary Events  
**FORM OF BUSINESS:** Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
LIQUOR LIABILITY COVERAGE PART	\$1,867
<b>TOTAL</b>	<b>\$1,867</b>

### FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

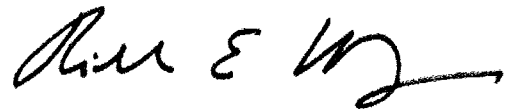
Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations.

Number	Edition	Description
TS	01 15	Terrorism Insurance Premium Disclosure and Opportunity to Reject
CG 21 73	01 15	Exclusion of Certified Acts of Terrorism
CG 21 75	01 15	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
CG 21 76	01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IL 00 21	09 08	Nuclear Energy Liability Exclusion

COUNTERSIGNED AT: Southborough, MA

DATE: 07/11/2022

BY:



THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



106 Southville Road- Southborough, MA 01772  
Toll Free (877) 366-1140 – FAX: (508)836-4940

## LIQUOR LIABILITY COVERAGE

### RENEWAL DECLARATIONS

POLICY NO: CPP2000772

NAMED INSURED AND MAILING ADDRESS	AGENT AND MAILING ADDRESS
<b>Zullo Gallery Center for the Arts Charitable Trust DBA Zullo Gallery Center for the Arts</b> 456A MAIN ST MEDFIELD, MA 02052-2008	<b>HUB International New England LLC</b> 600 Longwater Drive P.O. Box 9146 Norwell, MA 02061

Agent Code: 1290-MA

POLICY PERIOD: FROM **07/09/2023** TO **07/09/2024** AT 12:00 AM STANDARD TIME  
AT THE INSURED'S MAILING ADDRESS SHOWN ABOVE

**IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**DESCRIPTION OF BUSINESS:** Temporary Events  
**FORM OF BUSINESS:** Corporation

<b>Liquor Liability Total Premium</b>	<b>\$1,867</b>
---------------------------------------	----------------

### POLICY FORMS AND ENDORSEMENTS

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations.

Number	Edition	Description
HMIC LL 100	2023	Liquor Liability Coverage Forms

LIQUOR LIABILITY COVERAGE  
DECLARATIONS PAGE (Continued)

DESCRIPTION OF BUSINESS				
LOCATION NUMBER:	1			
LOCATION ADDRESS:	456A MAIN ST, MEDFIELD, MA, 02052-2008			
LOCATION DESCRIPTION:	Temporary Events			
LIMITS OF INSURANCE				
Per Person Occurrence Limit				\$1,000,000
Per Occurrence Limit				\$1,000,000
Aggregate Limit				\$2,000,000
CLASSIFICATION	CODE	PREMIUM BASE	EXPOSURE	PREMIUM
Caterers/BYOB	37	Per Adult Attendee	171	\$844
Annual Policies for Temporary Events	38	Per Adult Attendee	842	\$1,023
Coverage				Premium
Liquor Liability				\$1,867
<b>Total Location Premium</b>				<b>\$1,867</b>
This premium includes the following modifications:				

**LOCATION FORMS AND ENDORSEMENTS**

Number	Edition	Description
LL 208	05 19	Assault and/or Battery Exclusion
LL 218	2023	Exclusion - Contractors, Subcontractors And Entertainers
LL 215	2023	Exclusion - Third Party or Contracted Security



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



**Kristine Trierweiler**  
Town Administrator

**Frank Gervasio**  
Assistant Town Administrator

## TOWN OF MEDFIELD

### Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

### ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Church of the Advent Email: Parish office.advent medfield@gmail.com  
lyonlovesford@gmail.com  
Street Address: 28 Pleasant street Telephone: 508 359 6303  
City/Town, State: Med field  
Event and Purpose: Murder Mystery Dinner for fellowship and fundraising  
Location of Event: Church of the Advent  
Date and Hours of Event: Friday October 13, 2023 6<sup>30</sup> - 9<sup>30</sup> pm  
Type of License Requested: All Alcohol ☐ Or Malt/Wine only ☒  
Sketch of Area Where Liquor to be Served attached: Yes ☒ No ☐  
Copy of Valid Bartender Trainings attached: Yes ☒ No ☐  
Copy of Certificate of Liability Insurance attached: Yes ☒ No ☐ We will bring @ 9/19 meeting ☺  
If Requested All Alcohol License, proof of non-profit status attached: Yes ☐ No ☒ n/a

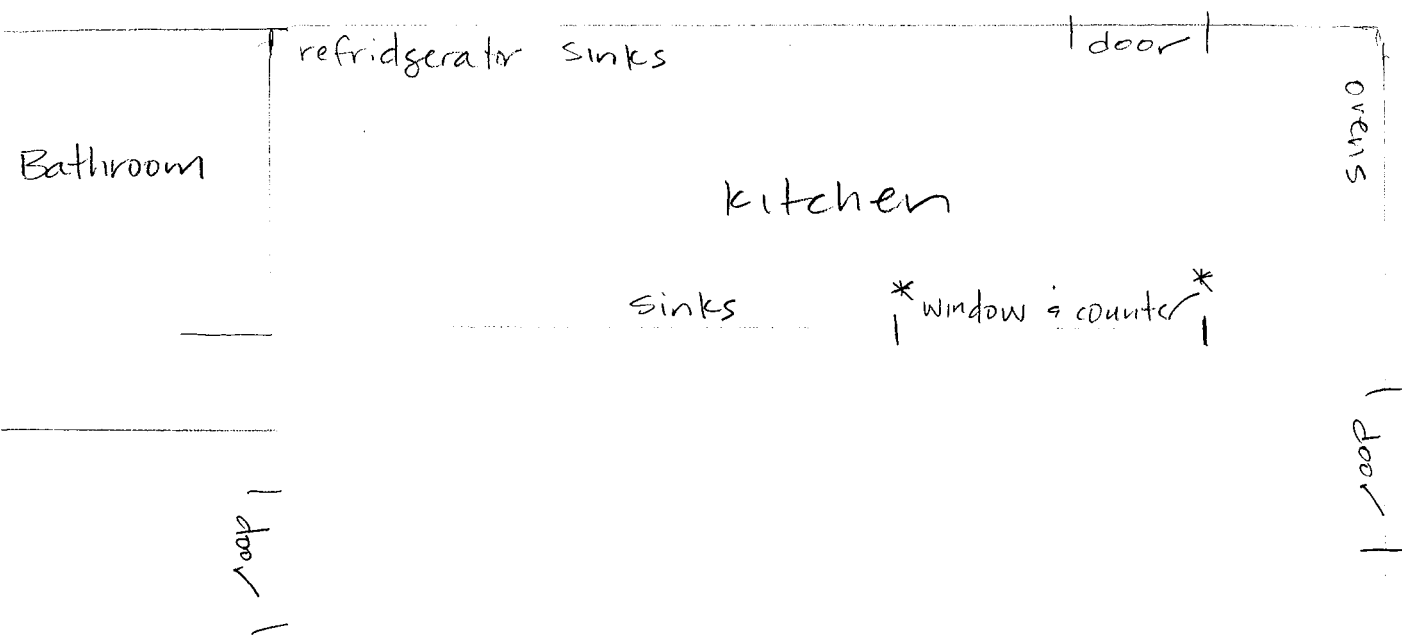
Signature of Applicant

09/14/2023  
Date filed

\_\_\_\_\_  
Licensing Authority Signature

\_\_\_\_\_  
Date approved

Conditions: \_\_\_\_\_



Parish Hall  
@ Church of the  
Advent

\* our TIPS certified church member would serve from this window



A 360TRAINING COMPANY

## CERTIFICATE OF COMPLETION

This certifies that

**Donald Miller**

is awarded this certificate for

**TIPS Concessions Alcohol Training**



Hours  
3.00



Completion Date  
08/31/2023



Expiration Date  
08/30/2026



Certificate #  
000029578710

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 977.881.2235 | [www.360training.com](http://www.360training.com)



Concessions

Issued: 08/31/2023

Certificate #: 000029578710

Donald Miller

2A Kingsbury Dr.

Medfield

MA 02052

CERTIFIED

Expires: 08/30/2026



A 360TRAINING COMPANY

Phone: 800-438-8477

[www.gettips.com](http://www.gettips.com)

This card was issued for successful completion of the TIPS program.

Signature



MEDFIMAS01

TERR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Church Insurance Agency Corp 210 South St, Ste 2 Bennington, VT 05201-2894	<b>CONTACT NAME:</b> Rebecca Terrell		
	<b>PHONE (A/C, No, Ext):</b> (800) 293-3525	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> rterrell@cpg.org		
<b>INSURED</b> Church Of The Advent 28 Pleasant St Medfield, MA 02052-2613	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Church Ins Co of Vermont		10669V
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	N	VPP0010229	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 30,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	General Liability - "S" Form	N	N	VPP0010229	4/1/2023	4/1/2024	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
See attached page.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Medfield  
459 Main Street  
Medfield, MA 02052-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**DESCRIPTION OF OPERATIONS -**

**Church Of The Advent  
28 Pleasant St  
Medfield, MA 02052-2613**

**Town of Medfield  
459 Main Street  
Medfield, MA 02052-**

**All operations of the named insured including the fundraiser to be held 10/13/2023 at 28 Pleasant St, Medfield MA 02052 in connection with which the certificate holder is named as an additional insured but only in connection with the actions and negligence of the named insured.**

**Host Liquor Liability is included within the General Liability per occurrence and aggregate limits stated on this certificate.**

**CANCELLATION: THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL ENDEAVOR TO GIVE THE ADDITIONAL INTEREST IDENTIFIED 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD EFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR REQUIRED BY LAW.**