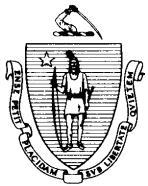




Select Board  
Meeting Packet  
October 17, 2023





**The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission**

For Reconsideration

**LICENSING AUTHORITY CERTIFICATION**

Town of Medfield

City /Town

ABCC License Number

**TRANSACTION TYPE (Please check all relevant transactions):**

The license applicant petitions the Licensing Authorities to approve the following transactions:

<input checked="" type="checkbox"/> New License	<input type="checkbox"/> Change of Location	<input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)	<input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Alteration of Licensed Premises	<input type="checkbox"/> Change of License Type (i.e. club / restaurant)	<input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)
<input type="checkbox"/> Change of Manager	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement
<input type="checkbox"/> Change of Officers/ Directors/LLC Managers	<input type="checkbox"/> Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)	<input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder	<input type="checkbox"/> Change of Hours
		<input type="checkbox"/> Other <input type="text"/>	<input type="checkbox"/> Change of DBA

**APPLICANT INFORMATION**

Name of Licensee  Mother Anna's Inc. DBA  Mother Anna's of the North End

Street Address  18 North Meadows Road, Medfield, MA Zip Code  02052

Manager  Michael Caparella

Granted under  
Special Legislation?  
Yes  No

\$12 Restaurant  Annual  All Alcoholic Beverages

Type  
(i.e. restaurant, package store)

Class  
(Annual or Seasonal)

Category  
(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter  
of the Acts of (year)

**DESCRIPTION OF PREMISES** Complete description of the licensed premises

In two rooms on first floor, kitchen, storage and seating (17 bar seats and 22 table seats) in first room; 70 table seats and bathrooms in second room; small storage room in basement.

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA: Date  September 28, 2023 Time  12:42 PM

Advertised Yes  No  Date Published  October 5, 2023 Publication  Hometown Weekly

Abutters Notified: Yes  No  Date of Notice  October 6, 2023

Date APPROVED by LLA

Decision of the LLA

Additional remarks or conditions  
(E.g. Days and hours)

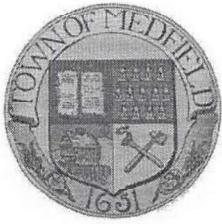
For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director



**TOWN OF  
MEDFIELD**  
*Office of the*  
**Select Board**

**Select Board**

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

TOWN HOUSE, 459 MAIN  
STREET  
MEDFIELD,  
MASSACHUSETTS 02052-0315  
(508) 906-3011 (phone)  
(508) 359-6182 (fax)

**Kristine Trierweiler**  
*Town Administrator*

**Frank Gervasio**  
*Assistant Town Administrator*

**Application for a Common Victualler's License**

Date: September 28, 2023

Legal Name of Business (Licensee): Mother Anna's, Inc.

Business Address: 18 North Meadows Road, Medfield, MA 02052

Telephone Number: 617.306.1936

E-mail: mmichaelcap@aol.com

Owner / Manager: Michael Caparella

Cell Number: 617.306.1936

Licensee's Social Security No. \_\_\_\_\_ or Federal I.D. No. 04-2853814

I certify under the penalties of perjury that I have filed all state and municipal tax returns and paid all state and municipal taxes required under law.

Michael Caparella  
*Signature of Individual or Corporate Officer*

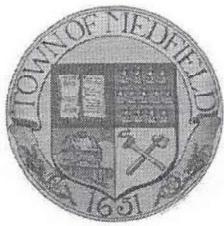
New License X License Renewal \_\_\_\_\_

Dates license to be exercised: January 1, 2023 to December 31, 2023

Fee: \$50.00

Applicant's Name: Attorney Carolyn M. Conway

Applicant's Signature: Attorney Carolyn M. Conway



**TOWN OF MEDFIELD**  
*Office of the*  
**Select Board**

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-0315  
(508) 906-3011 (phone)  
(508) 359-6182 (fax)

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

**Kristine Trierweiler**  
*Town Administrator*

**Frank Gervasio**  
*Assistant Town Administrator*

**Application for an Amusement License (M.G.L. c. 140 s. 183A)**

Date: September 28, 2023

Legal Name of Business (Licensee): Mother Anna's, Inc.

Business Address: 18 North Meadows Road, Medfield, MA 02052

Telephone Number: 617.306.1936

New License X License Renewal       

Description of entertainment (for example, TVs, music, amplification):

Full service restaurant looking for six (6) tvs and background music.

**Hours:**

Sunday: 11 a.m. to 12:30 a.m.

Thursday: 11 a.m. to 12:30 a.m.

Monday: 11 a.m. to 12:30 a.m.

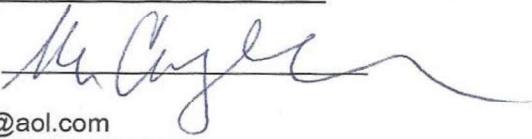
Friday: 11 a.m. to 12:30 a.m.

Tuesday: 11 a.m. to 12:20 a.m.

Saturday: 11 a.m. to 12:30 a.m.

Wednesday: 11 a.m. to 12:30 a.m.

Applicant's Name: Michael Caparella

Applicant's Signature: 

E-mail: mmichaelcap@aol.com





157 Cordaville Road  
Southborough, MA 01772

September 21, 2023

Select Board  
Medfield Town Hall  
459 Main Street  
Medfield, MA 02052

RE: North Street  
Medfield, MA  
W.O. #6481898

Hearing Required

Dear Members of the Board:

The enclosed petition and plan are being presented by the NSTAR ELECTRIC COMPANY d/b/a as EVERSOURCE ENERGY for the purpose of obtaining a grant of location to install one (1) new stub pole #1/108S on North Street.

This work is necessary to provide support to pole #1/108, existing tree guy to be removed.

If you have any further questions, contact Chris Cosby @ (508) 305-6989.  
Your prompt attention to this matter would be greatly appreciated.

Very truly yours,

*Richard M. Schifone*

Richard M. Schifone  
Rights and Permits, Supervisor

RMS/sky  
Attachments

**PETITION OF NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY FOR  
LOCATION OF POLES**

To the **SELECT BOARD** of the Town of **Medfield**, Massachusetts:

Respectfully represents **NSTAR ELECTRIC COMPANY** dba **Eversource Energy** a company incorporated for the transmission of electricity for lighting, heating, or power that it desires to construct a line for such transmission upon, along and across the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Select Board may by Order grant to your petitioner permission to erect or construct, and a location for, such a line of wires, poles and such other fixtures including anchors and guys as may be necessary to sustain or protect the wires of the line, the said poles to be located, substantially as shown on the plans made by **T. Thibault** dated **September 20, 2023** and filed herewith, upon, along and across the following public way or ways of said Town:

**North Street – northwesterly side, approximately 1000± feet northeast of Farm Street**

**Install One (1) new stub pole #1/108S**

**Hearing Required**

Your petitioner agrees to reserve space for one crossarm at a suitable point upon each of said poles for telephone, fire and police signal wires owned by the Town and used for municipal purposes.

**NSTAR ELECTRIC COMPANY dba  
EVERSOURCE ENERGY**

BY Richard M. Schifone

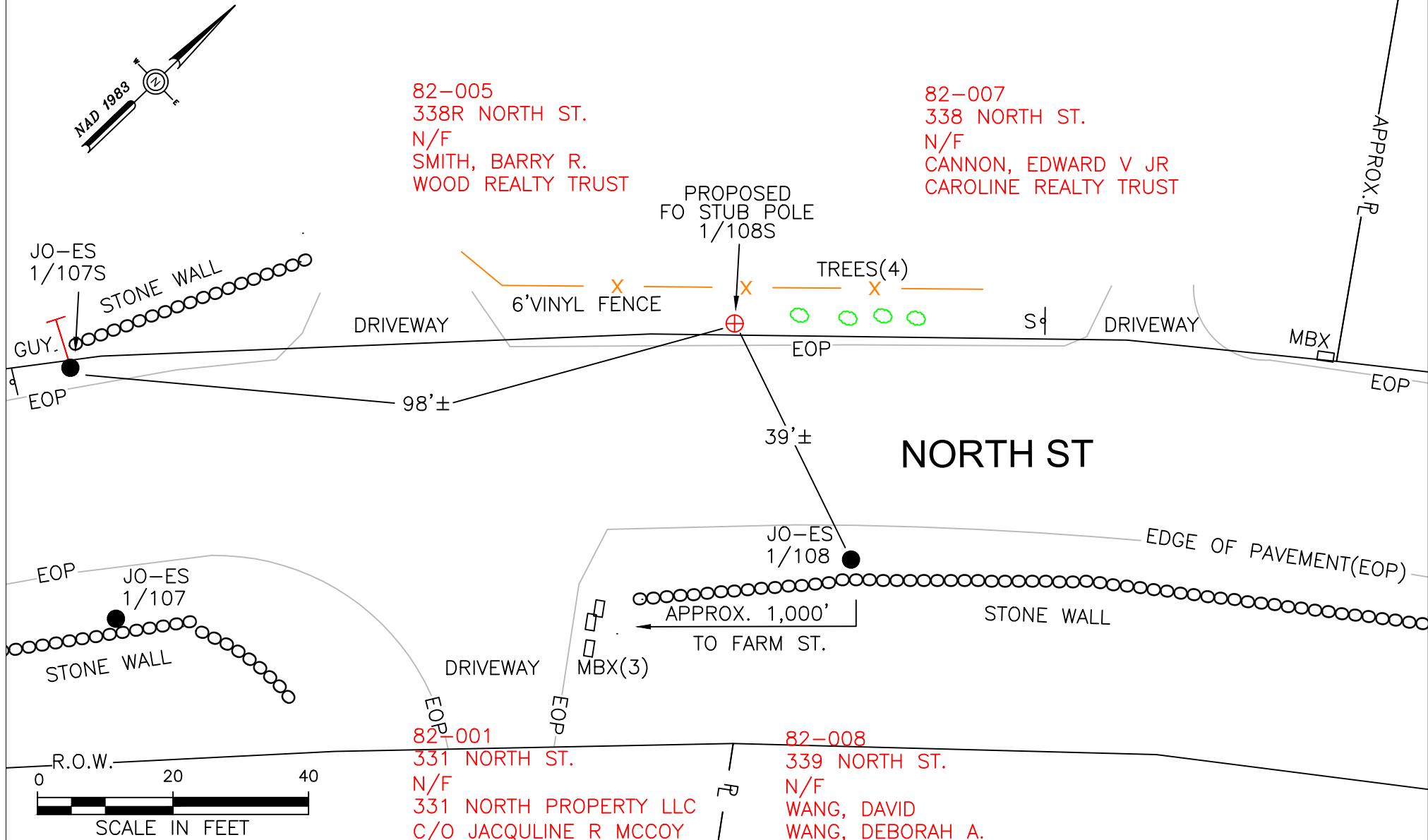
Richard M. Schifone  
Rights & Permits, Supervisor

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Town of **Medfield**, Massachusetts

Received and filed \_\_\_\_\_ 2023.

\_\_\_\_\_  
Medfield Town Clerk



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

Proposed pole locations shown thus	⊕	C#	NSTAR ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Pole locations to be abandoned, shown thus	○	Ward #	
Proposed Anchor Guy shown thus	T	Work Order #	6481898
Proposed Hip Guy shown thus	T <sup>±</sup>	Surveyed by:	N/A
Proposed Underground location shown thus	—	Research by:	JC
Proposed Push Brace shown thus	⊕	Plotted by:	SJ
Existing Pole location shown thus	●	Proposed Structures:	SJ
		Approved:	T THIBAULT
		Scale	1"=20'
		Date	SEPTEMBER 20, 2023
		P#	SHEET 1 of 1

**ORDER FOR LOCATION OF POLES**  
**Town of Medfield Massachusetts**

WHEREAS, **NSTAR ELECTRIC COMPANY dba Eversource Energy** has petitioned for permission to erect or construct a line of the transmission of electricity for lighting, heating, or power upon, along and across the public way of ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NSTAR ELECTRIC COMPANY dba Eversource Energy** be and hereby is granted permission to erect or construct, and a location for, such a line of wires, poles and such other fixtures including anchors and guy as may be necessary to sustain or protect the wires of the line upon, along and across the following public way or ways of said Town:

**North Street – northwesterly side, approximately 1000± feet northeast of Farm Street**

**Install One (1) new stub pole #1/108S**

**Hearing Required**

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as said petitioner may desire for distributing purposes.

All construction work under this Order shall be in accordance with the following conditions: Poles shall be of sound timber and located as shown on a plan made by **T. Thibault** dated **September 20, 2023**, on file with said petition. There may be attached to said poles by the said Company wires and cables necessary for the conduit of its business. All such wires and cables shall be placed at a height of not less than eighteen feet from the ground.

**Select Board**

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

**the Town of**

**Medfield**

**Certificate**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter.Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Select Board to all owners of real estate abutting upon that part of the way or ways upon, along or across with the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ P.M. in said Town.

**Select Board of**

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

**the Town of**

**Medfield**

**Certificate**

I hereby certify that the foregoing are true copies of the Order of the Select Board of the Town of **Medfield**, Massachusetts, duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and recorded with the records of location Orders of said Town, Book \_\_\_\_\_, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions to thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_  
 Clerk of the Town of **Medfield** Massachusetts





**Friends of the Medfield Rail Trail**

**c/o Medfield Foundation, Inc.**

PO Box 745

Medfield, MA 02052

October 10, 2023

Town of Medfield  
Select Board  
459 Main Street  
Medfield MA 02052

Dear Select Board:

For the installation of Isabel Marsette's Community Art Project, the Friends of the Medfield Rail Trail recommend location A in the circulated PDF document. We urge the Select Board to follow our recommendation.

This location is on the left side of the trail, a short distance from the trail head on Ice Housse Road. The painting will form an inviting ensemble with a bench that will also be installed at that location.

Sincerely,

Paula Crerar, Director

Christian Donner, Director

Michael Taylor, Director





## **Norfolk County Critical Incident Management System (CIMS) Memorandum of Understanding**

Norfolk County Chiefs of Police participating in the Norfolk County Critical Incident Management System (CIMS) program recognize the damage inflicted on society and family members of individuals suffering from substance use disorder. Participating Chiefs acknowledge their role in the concerted effort undertaken to create the CIMS, and have committed to collaborate with the Office of the Norfolk District Attorney to effectively combat this issue.

Participating Chiefs of Police who are signatories to this Memorandum of Understanding (MOU) agree to the following:

1. Designate at least one member of their police department as a “database designee” who will be responsible for submitting information to the CIMS database each weekday regarding drug overdoses within their jurisdiction, and person(s) from within Norfolk County who have come to the attention of his/her agency as a person in need of treatment due to Substance Use Disorder (SUD).
2. Designate at least one member of their police department as an “outreach officer” who will be responsible for timely contacting a SUD individual who has suffered a drug overdose, or who has come to the attention of his/her agency as a person in need of treatment due to SUD, for the purpose of assisting that person in accessing appropriate treatment. The database designee and the outreach officer may be the same officer.
3. Seek to establish a partnership or a productive relationship with a recovery coach, licensed clinician, health professional, regional emergency service provider or other SUD professional [hereinafter treatment professional], for the purpose of collaboration in the assisting of individuals with SUD.
4. Institute a department policy based on the CIMS sample policy.
5. Ensure that database designee(s) and outreach officer(s), and any other appropriate department personnel, attend trainings on the CIMS program conducted by the Norfolk District Attorney and/or Kelley Research Associates.

On a daily basis, each police department’s designated personnel will review all reports regarding drug overdoses and at risk persons, and the department’s database designee will enter appropriate information into the database. The person’s history within the police department’s records management system (RMS) will be reviewed. If the person has suffered previous overdoses, this information should also be entered into the database.

Outreach officers and treatment professionals working with the police department will contact the overdose victim or at-risk person, or where appropriate a member of the person’s family, to assess the person’s need for treatment and begin the process for helping him or her access that treatment.

Prior to deploying to a residence or otherwise contacting in person an overdose victim or at-risk person, outreach officers will determine whether an arrest warrant is outstanding, or whether probable cause exists to arrest the person. A records check should also be performed to assess whether the person might pose an undue risk to the outreach officer and treatment professional. Wanted persons should not be admitted to treatment while warrants are outstanding. Treatment professionals should not place themselves in proximity to officers when those officers anticipate arresting the subject.

Officers should file police reports for follow-ups where contact with the subject is made and treatment is discussed. Said reports should outline the visit, list the parties spoken to and summarize the results of the contact.

In cases where the overdose victim or at-risk person declines treatment options, the outreach officer will leave the subject or his or her family with written materials.

Outreach officers and any treatment professional with whom the police department collaborates should work to establish relationships with area treatment providers.

Nothing in this MOU will obligate parties to transfer any funds. Any obligation of funding among parties under this MOU must be executed under a separate agreement(s).

This MOU will remain in effect from the date of signature until terminated by any party. Any party to this MOU may terminate their performance under this MOU at any time and for any reason by delivering to the Norfolk District Attorney a written termination notice at least 30 days before the termination is effective.

Printed name of Chief of Police: \_\_\_\_\_

Police Department: \_\_\_\_\_

Signature of Chief of Police: \_\_\_\_\_

Date signed: \_\_\_\_\_

## *Medfield Police Department*

**Currently Trained CIMS Law Enforcement Contacts:**

31	Michelle Bento	Detective	mbento@medfield.net	508-801-2345	Medfield Police Department
----	----------------	-----------	---------------------	--------------	----------------------------

*Thank you for reviewing the CIMS account list for your community. Please complete the following questionnaire and return to Jennifer Levine.*

1. Are the names listed above correct? YES NO

If no, please cross out any names that need to be removed from the CIMS account.

2. Are you interested in adding additional/new officers to your CIMS Contact list to allow others to have access to CIMS information?      YES      NO

If so, how many? \_\_\_\_\_

3. Are you interested in adding non-law enforcement individuals to the CIMS account? YES  NO

If yes, how many individuals are you seeking to add and what is their professional background?

Please identify the lead contact for CIMS in your department by circling their name listed above or adding the name here. \_\_\_\_\_

5. Do you want/need assistance with operating, tracking and/or utilizing CIMS to benefit your town and/or department?      YES      NO

Thank you.

Select Board, Third Member	\$900	\$900
Assessors, Chair	\$900	\$900
Assessors, Clerk	\$900	\$900
Assessors, Third Member	\$900	\$900
Moderator	0	0
Housing Authority	0	0
School Committee	0	0
Library Trustees	0	0
Planning Board	0	0
Parks and Recreation Commissioner	0	0
Trust Fund Commissioners	0	0

**(Select Board)**

**Summary:** Each year the Town Meeting must vote on the salaries and compensation of Medfield's elected officers. The only elected officers receiving a salary are the Town Clerk, the Board of Assessors, and the Select Board. A 3% increase has been proposed for the Town Clerk's salary, in accordance with the cost-of-living adjustment proposed for all nonunion Town employees.

**Select Board Recommends Passage**  
**WARRANT COMMITTEE RECOMMENDS PASSAGE**

---

**Article 3. Personnel Administration Plan**

To see if the Town will vote to amend the Personnel Administration Plan, Classification of Positions and Pay Schedule, effective July 1, 2023, as set out in the Warrant; or do or act anything in relation thereto.

**PERSONNEL ADMINISTRATION PLAN**  
**CLASSIFICATION OF POSITIONS AND PAY SCHEDULE**

**POLICE DEPARTMENT AS PER COLLECTIVE BARGAINING AGREEMENT**

Sergeant	Step 1	Step 2	Step 3	Step 4 (15 Yrs)	Step 5 (20 Yrs)
<b>7/01/2022</b>	\$ 1,485.86	\$ 1,531.82	\$ 1,586.77	\$ 1,606.98	\$ 1,637.28
<i>Biweekly</i>	\$ 2,971.73	\$ 3,063.63	\$ 3,173.55	\$ 3,213.95	\$ 3,274.55
<b>7/01/2023</b>	\$ 1,530.44	\$ 1,577.77	\$ 1,634.38	\$ 1,655.19	\$ 1,686.39
<i>Biweekly</i>	\$ 3,060.88	\$ 3,155.54	\$ 3,268.75	\$ 3,310.37	\$ 3,372.79
<b>7/01/2024</b>	\$ 1,576.35	\$ 1,625.10	\$ 1,683.41	\$ 1,704.84	\$ 1,736.99
<i>Biweekly</i>	\$ 3,152.71	\$ 3,250.21	\$ 3,366.82	\$ 3,409.68	\$ 3,473.97



# Application for Appointment

With this application, the Select Board is soliciting applications for qualified residents to serve on the School Building Committee (SBC) in accordance with the School Building Committee Bylaw voted on at the 2022 Annual Town Meeting.

Membership on the SBC will be sustained through the duration of the project.

**Deadline to apply is October 3, 2023 at noon. In addition to filling out this form, please submit your resume and letter of interest to bfranklin@medfield.net.**

The filing of this form does not guarantee appointment. Being appointed to this committee means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to the Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as the Open Meeting Law MGL Chapter 39: Section 23B. Appointed individuals will be required to take a conflict of interest test after being appointed, and be sworn in by the Town Clerk. Once this form is submitted it becomes a public document. If

there is information you do not want public, please do not include it on this form.

1. Email \*

2. First Name \*

Andrew

3. Last Name \*

Tuccio

## 4. Medfield Street Address \*

7 Wild Holly Ln

## 5. Preferred Phone Number \*

[REDACTED]

## 6. Are you a registered voter in Medfield? \*

Yes  
 No

## 7. List any current or past memberships on Medfield Boards or Committees: \*

no

## 8. List all local civic, non-profit or other organizations that you and your immediate family belong \* to:

none

9. Identify any possible conflicts of interests (see [https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings\)%20has%20a%20financial%20interest.](https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings)%20has%20a%20financial%20interest.)) \*

no

## 10. Current employer: \*

Self Employed

## 11. Current Position/Job Description: \*

Own and operate a real estate development company and own and operate a bagel company

## 12. What skills, education, experiences, training or interests qualify you for this position? \*

I have spent 6+ years in real estate development in the great Boston area. I also graduated from NYU's masters in Real Estate Development program. I have a wide range of skills through these experiences that may be useful to the Committee. I would be happy to share my resume and/or references upon request.

## 13. Please use this space to add anything additional for the consideration of the appointing authority.

I am new to the town and would love to give back as my family expands our roots in the town.

This form was created inside of Town of Medfield.

Google Forms

# Andrew Tuccio

| Medfield, MA

## EXPERIENCE

### JDYB Food Group

Partner

Medfield, MA

December 2022 – Present

- JDYB Food Group owns The Bagel Dudes, a bagel and coffee franchise. JDYB is developing and adding additional food and beverage concepts in the future.

### AT Real Estate Ventures

Owner

Medfield, MA

December 2022 – Present

- AT Real Estate Ventures focuses on the acquisition of existing assets in Massachusetts and the ground up development of new multi family properties.

### Providence College

Executive in Residence, Real Estate Finance

Providence, RI

September 2020 – September 2022

- Created and taught the first real estate finance course at Providence College School of Business

### Gansett Ventures

Development and Acquisitions Manager

Boston, MA

May 2018 – December 2022

- Lead development and project manager for more than 800 units of new multifamily developments in the Greater Boston area
- Solely responsible for managing more than \$115 million worth of multifamily construction budgets
- Underwritten over \$300 million worth of multifamily real estate opportunities
- Experienced in bringing development projects through the full project life cycle
- Source new development off market opportunities through relationships with local landowners, JV partners, brokers and other contacts in the Greater Boston area
- Perform feasibility studies, financial analysis, and due diligence for all new real estate acquisitions
- Experience in permitting and presenting new development projects to local municipalities
- Lead negotiator of GMP contracts, actively involved in screening potential GC's for development projects
  - Manage leasing and sales teams to ensure occupancy targets are obtained
- Ongoing asset management for existing multifamily portfolio

### Halstead Property Development Marketing

Research and Analytics Intern

New York, NY

September 2017 – April 2018

- While pursuing my Master's Degree at NYU I worked part time at Halstead
- Researched and analyzed data on new development projects in NYC, assisted with client presentations and preparing comp sets for active and pipeline projects

### Guggenheim Investments

Associate, Institutional Distribution

New York, NY

March 2015 – May 2017

- Responsible for servicing institutional investors, including insurance companies, pension funds, endowments and high net worth individuals, invested with Guggenheim through SMA and comingled fund vehicles
- Focused on new business initiatives for our high yield, bank loan, opportunistic credit strategies

### Lyxor Asset Management Inc. – Société Générale Group

1-Year Analyst Program Rotational Program

New York, NY

May 2014 – May 2015

- Worked on a cross functional team dedicated to providing hedge fund solutions for institutional investors
- Built and maintained excel models used to update the monthly performance and asset allocations of Lyxor funds

## EDUCATION

### New York University – Schack Institute of Real Estate

Masters of Science in Real Estate Development

New York, NY

Graduated 2018

### Providence College

B.S. Finance, Minor in Economics

Providence, RI

Graduated 2014

---

## Andrew Tuccio

7 Wild Holly Lane  
Medfield, MA 02052

[REDACTED] m

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**September 18, 2023**

Town of Medfield  
Re: School Building Committee Opening  
Attn: Brittney Franklin

Dear Town of Medfield:

By way of introduction, my name is Andrew Tuccio and I am submitting my resume and letter of intent for the School Building Committee open position.

My family and I just moved to Medfield in July, and we have quickly fallen in love with the town. I own two businesses, in the food and beverage industry and real estate industry, and I hope to bring my knowledge and experience to any board position within the town. I have extensive experience presenting and collaborating with town officials and believe it would be a great opportunity to give back to Medfield and we settle in and make Medfield out hometown.

I would be happy to provide references upon request. Please feel free to reach out should you have any questions or require further information on my candidacy for a role. Thank you for your consideration.

Sincerely,

**Andrew Tuccio**

# Application for Appointment

With this application, the Select Board is soliciting applications for qualified residents to serve on the School Building Committee (SBC) in accordance with the School Building Committee Bylaw voted on at the 2022 Annual Town Meeting.

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there is information you do not want public, please do not include it on this form.

1. Email \*

2. First Name \*

Michael

3. Last Name \*

Eisenman

## 4. Medfield Street Address \*

3 acorn circle

## 5. Preferred Phone Number \*

[REDACTED]

## 6. Are you a registered voter in Medfield? \*

Yes  
 No

## 7. List any current or past memberships on Medfield Boards or Committees: \*

NA

## 8. List all local civic, non-profit or other organizations that you and your immediate family belong \* to:

New N Towne

9. Identify any possible conflicts of interests (see [https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings\)%20has%20a%20financial%20interest.](https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings)%20has%20a%20financial%20interest.)) \*

NA

10. Current employer: \*

Apree Health / boston car concierge

11. Current Position/Job Description: \*

Project Manager / business owner

12. What skills, education, experiences, training or interests qualify you for this position? \*

Management, ownership, representing a younger demographic in town with young children with a fresh perspective that will support investing in the future.

13. Please use this space to add anything additional for the consideration of the appointing authority.

This form was created inside of Town of Medfield.

Google Forms

# Application for Appointment

With this application, the Select Board is soliciting applications for qualified residents to serve on the School Building Committee (SBC) in accordance with the School Building Committee Bylaw voted on at the 2022 Annual Town Meeting.

Membership on the SBC will be sustained through the duration of the project.

**Deadline to apply is October 11, 2023 at noon. In addition to filling out this form, please submit your resume and letter of interest to bfranklin@medfield.net.**

The filing of this form does not guarantee appointment. Being appointed to this committee means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to the Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as the Open Meeting Law MGL Chapter 39: Section 23B. Appointed individuals will be required to take a conflict of interest test after being appointed, and be sworn in by the Town Clerk. Once this form is submitted it becomes a public document. If

there is information you do not want public, please do not include it on this form.

1. Email \*

2. First Name \*

Charles

3. Last Name \*

Intravaia

## 4. Medfield Street Address \*

31 Kenney Road

## 5. Preferred Phone Number \*

[REDACTED]

## 6. Are you a registered voter in Medfield? \*

Yes  
 No

## 7. List any current or past memberships on Medfield Boards or Committees: \*

None

## 8. List all local civic, non-profit or other organizations that you and your immediate family belong \* to:

Samaritans of Boston and SEPAC - Medfield (Special Education Parent Advisory Council)

9. Identify any possible conflicts of interests (see [https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings\)%20has%20a%20financial%20interest.](https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings)%20has%20a%20financial%20interest.)) \*

None

## 10. Current employer: \*

Boston Financial (an Orix USA Company)

## 11. Current Position/Job Description: \*

Vice President - Capital Transactions/Workouts

## 12. What skills, education, experiences, training or interests qualify you for this position? \*

I have worked in the real estate industry for 30 years, primarily with multifamily properties. During that time, I gained a valuable expertise in analyzing property operating statements and investment proformas, as well as reviewing legal documents. My experience includes working with contractors and engineers on major restorations of buildings after casualty losses. Further, through my recent experience as a workout specialist, I have garnered excellent communication skills in both working with other stakeholders on resolutions to property issues and reporting to progress to a committee.

## 13. Please use this space to add anything additional for the consideration of the appointing authority.

In addition, my study at Boston University for a Masters in City Planning in 2019 provided unique education in addressing the needs of different stakeholders with coursework in preparing and reviewing surveys, as well as conducting focus groups. I would welcome the chance to put that training to practice as part of the School Building Committee.

This form was created inside of Town of Medfield.

Google Forms

**Charles S. Intravaia**

31 Kenney Road  
Medfield, MA 02052

[REDACTED]

[REDACTED]

**PROFESSIONAL SUMMARY**

Experienced real estate professional with strong background in workouts and asset management of multifamily properties. Excellent communication and negotiation skills; as well as proficient in operational reviews and financial analysis. Creative problem solver; interacts well in team environment.

- *Workout Specialist for troubled LIHTC portfolio, including over 50 properties and 5,000 residential units.*
- *Negotiated partnership and mortgage workouts saving investors over \$30 million in high risk of tax credit recapture.*
- *Managed the administration of the general partner function for several underperforming partnerships.*
- *Successfully coordinated the conversion of 91-unit apartment in building in Chicago into condominiums.*

**EXPERIENCE**

**November 2010 – Present**

**Boston Financial, Boston, MA**

Vice President – Capital Transaction Team

Workout Specialist/Asset Manager of portfolio of underperforming real estate assets consisting of multi-family affordable housing properties which have been constructed or renovated through the low income housing tax credit (LIHTC) program. Develop and implement workout and disposition strategies to improve operations, preserve tax credit delivery and prevent recapture.

- Analyze financial effects of workout strategies and make recommendations to Committee.
- Report weekly to Committee presenting updates on property operations and workout efforts.
- Negotiate and document deal terms with general partners and lenders regarding workout plans, including partnership modifications and dispositions, as well as debt restructurings.
- Review with attorneys amendments to partnership and mortgage documents from workouts; oversee closing process.
- Develop relationships with general partners, management agents, lenders and state housing/regulatory agencies.
- Collaborate with Fund Management, Tax Department, and Capital Transaction Team on recapture risk, tax impact of workouts to investors, and disposition strategies.
- Coordinate with property management to implement operational improvements and address capital needs.
- Oversaw the restoration of properties after storm damage and major insurance claims (largest claim exceeded \$10M)
- Research, summarize and understand provisions of partnership, mortgage and regulatory documents.
- Review construction draws and cost certifications for new construction and rehabilitation projects.
- Prepare quarterly and annual reports to investors regarding the financial performance of properties, as well as updates on workouts and recapture risk. Prepare and analyze financial pro formas.
- Review appraisals, market studies and brokers opinions of value.
- Managed the administration of the general partner functions for several partnerships on behalf of a Boston Financial entity following the removal of the original general partners. GP duties and responsibilities include:
  - Coordinate with management companies on annual operating budgets and capital improvements.
  - Report to lenders regarding loan covenants; review submissions of Annual Owners Certifications to HFAs.
  - Evaluate property and liability insurance coverage and oversee major insurance restorations.

**November 2001 – April 2010**

**IBREC, Inc., Boston, MA**

Manager/Owner

Established company to acquire, renovate and manage my own portfolio of real estate properties which included several residential rental properties in Boston and Chicago. Residential properties included condominium units, as well as single and multi-family unit homes.

- Evaluated property acquisitions and negotiated financing with lenders.
- Contracted with general contractors and sub-contractors for renovations, repairs and maintenance.
- Hired leasing brokers, as well as advertized for, reviewed and selected tenants; prepared lease documents.
- Reviewed and retained insurance coverage for each property; prepared property operating and tax reports.

**October 1992 – October 2001****Boston Bay Capital, Inc., Boston, MA**Asset / Accounting Manager

Asset Manager for four public limited partnerships that invested in mixed use properties qualifying for historic rehabilitation tax credits. Properties were located nationwide in Baltimore, Philadelphia, New Orleans, St. Paul, and Portland, OR, among others cities. Also, responsible for the asset management of several private placement real estate partnerships which generated historic and/ or low income housing tax credits.

- Coordinated the conversion of a 91-unit apartment building in Chicago to a condominium, oversaw construction process, analyzed unit sales and monitored distributions to investors.
- Negotiated debt restructurings and mortgage refinancings with mortgage lenders.
- Formulated annual budgets, reviewed operations and developed long-term strategic planning of upper tier funds and underlying properties.
- Responsible for the accounting and reporting process including preparing and submitting quarterly and year-end reports to investors and Form 10-K and 10-Q filings to SEC through the EDGAR system.
- Monitored properties compliance to loan covenants and partnership agreements.
- Conducted on-site inspections of properties; evaluated operations and capital needs with property management.

**September 1989 – October 1992****Ziner & Company, CPAs, Boston, MA**Senior Accountant (CPA in MA – license currently inactive)

Responsible for the completion of audit, review and compilation engagements. Experience included multi-family rental properties (HUD and MassHousing audits), real estate development and management, construction, and non-profit clients.

- Coordinated with partners and managers on planning of engagements.
- Directed staff and assigned tasks during fieldwork; reviewed and prepared workpapers.
- Prepared and reviewed audited financial statements and footnotes;
- Evaluated client accounting systems and prepared management letters.

**June 1987 – August 1989****Daniel Dennis & Company, CPAs, Boston, MA**Staff Accountant

Completed audit, review and compilation engagements. Experience included multi-family rental properties (HUD and MassHousing audits), non-profit and computer software clients.

- Prepared workpapers during fieldwork.
- Prepared audited financial statements and footnotes; evaluated client accounting systems.

**EDUCATION****May 2019****Boston University, Boston, MA**Master in City Planning

Relevant coursework: Real Estate Planning and Development, Urban Economics, Directed Study – Special Needs Housing  
Graduate Certificates: Real Estate Finance (2015) and Urban Policy & Planning (2019)

**May 1987****College of the Holy Cross, Worcester, MA**B.A., Economics/Accounting**VOLUNTEER WORK****April 2002 – December 2010 (still participate with organization's events)****Samaritans, Boston, MA**Volunteer – 24 Hour Crisis Support and Grief Support Services

- Provided befriending and support to individuals in crisis on 24-hour suicide prevention helpline.
- Facilitate group and family meetings for people coping with the loss of a loved one to suicide.

October 11, 2023

Select Board of Medfield  
459 Main Street  
Medfield MA, 02052

RE: School Building Committee

Dear Ladies and Gentlemen of the Select Board:

I am very interested in becoming a member of the School Building Committee as it works with the Medfield community to review and recommend a new or renovated elementary school for the town.

My wife and I moved to Medfield in 2014 and have three young boys, ages 10, 7 and 6. We very much appreciate all that Medfield has to offer, including excellent schools, country setting, and a genuine, caring community. I have attended several town meetings and am impressed with the enormous efforts put forth by very smart and generous residents who volunteer and dedicate their time and energy to address issues before the town. I would like an opportunity to do my part and contribute my skills and experience to the town and the School Building Committee.

I have worked in the real estate industry for 30 years, primarily with multifamily properties. During that time, I gained a valuable expertise in analyzing property operating statements and investment proformas, as well as reviewing legal documents. My experience includes working with contractors and engineers on major restorations of buildings after casualty losses. Further, through my recent experience as a workout specialist, I have garnered excellent communication skills in both working with other stakeholders on resolutions to property issues and reporting to progress to a committee.

In addition, my study at Boston University for a Masters in City Planning in 2019, provided unique education in addressing the needs of different stakeholders with coursework in preparing and reviewing surveys, as well as conducting focus groups. I would welcome the chance to put that training to practice as part of the School Building Committee.

I appreciate your consideration of my application.

Respectfully,

*Charles S. Intravaia*

Charles S. Intravaia  
31 Kenney Road, Medfield

# Application for Appointment

With this application, the Select Board is soliciting applications for qualified residents to serve on the School Building Committee (SBC) in accordance with the School Building Committee Bylaw voted on at the 2022 Annual Town Meeting.

Membership on the SBC will be sustained through the duration of the project.

**Deadline to apply is October 11, 2023 at noon. In addition to filling out this form, please submit your resume and letter of interest to bfranklin@medfield.net.**

The filing of this form does not guarantee appointment. Being appointed to this committee means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to the Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as the Open Meeting Law MGL Chapter 39: Section 23B. Appointed individuals will be required to take a conflict of interest test after being appointed, and be sworn in by the Town Clerk. Once this form is submitted it becomes a public document. If

there is information you do not want public, please do not include it on this form.

1. Email \*

2. First Name \*

John

3. Last Name \*

Messina

## 4. Medfield Street Address \*

12 Pleasant Court

## 5. Preferred Phone Number \*

[REDACTED]

## 6. Are you a registered voter in Medfield? \*

Yes  
 No

## 7. List any current or past memberships on Medfield Boards or Committees: \*

Sign advisory board 2005 to present

## 8. List all local civic, non-profit or other organizations that you and your immediate family belong \* to:

Medfield Lions Club

9. Identify any possible conflicts of interests (see [https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings\)%20has%20a%20financial%20interest.](https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings)%20has%20a%20financial%20interest.)) \*

No conflicts

## 10. Current employer: \*

Retired

## 11. Current Position/Job Description: \*

Retired

## 12. What skills, education, experiences, training or interests qualify you for this position? \*

40 years in the electrical construction industry - 5 years as an instructor

## 13. Please use this space to add anything additional for the consideration of the appointing authority.

Worked on many school construction projects including new construction and renovations

This form was created inside of Town of Medfield.

Google Forms

From: [REDACTED]  
Subject: Medfield School Building Committee  
Date: October 7, 2023 at 12:23 PM  
To:



### **Medfield School Building Committee**

I would be honored to help with my knowledge and experience  
And working with others on the Medfield School Building committee.  
Thank You for the consideration. John M Messina

July 16, 2019

Wayne J. Griffin Electrical Inc.  
116 Hopping Brook Road  
Holliston, MA 01746

RE: Westwood Police Headquarters

To: Mr. Wayne J. Griffin

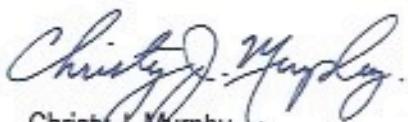
I would like to commend the Wayne J. Griffin Electric, Inc. (WJGEI) for an outstanding job at the Westwood Police Headquarters. Specifically, WJGEI completed intricate installations such as phased tie-ins for adjacent town buildings to a new power service and new emergency generator, CCTV/Security System with integrated door controls, and integrated communication systems.

Submittals were produced quickly and completely, changes were priced competitively and executed quickly, and requisitions were produced on time and without revision. The switchgear, lighting, and generator arrived early and on time, and were installed per the Specifications. Furthermore, WJGEI brought a team mentality to the job site and proactively sought effective solutions to jobsite coordination and scheduling. The electricians onsite worked safely and produced quality workmanship.

I worked closely with Project Manager, Larry Cassidy, and Foreman, John Messina. Their knowledge, expertise and customer service helped this project achieve the project goal of keeping the adjacent existing Town Hall and Police Station operations unaffected by the new building construction by scheduling and communicating in advance for required tie-ins and shutdowns. I'd like to personally thank them for their diligence and dedication from preconstruction meetings for the major systems through site finishes after demolition. The team's leadership and positive attitude was a major contribution to the overall success of the project.

In closing, I am confident that given the opportunity, WJGEI will be a valuable addition to any project team.

Sincerely,



Christy J. Murphy  
Sr. Project Manager

One Edgewater Drive, Suite 204  
Norwood, Massachusetts 02062  
508.589.5061 F: 508.589.6171

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

# Application for Appointment

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there is information you do not want public, please do not include it on this form.

1. Email \*

2. First Name \*

Michael

3. Last Name \*

Kass

## 4. Medfield Street Address \*

31 Hearthstone Drive

## 5. Preferred Phone Number \*

[REDACTED]

## 6. Are you a registered voter in Medfield? \*

Yes  
 No

## 7. List any current or past memberships on Medfield Boards or Committees: \*

I am currently on the Medfield After School Program (MAP) Board

## 8. List all local civic, non-profit or other organizations that you and your immediate family belong \* to:

My wife is now on the board of: <https://www.medfieldcoalition.org/>  
I have been vetted and am now a volunteer for the <https://thetrustees.org/> in which I help maintain the trails/grounds of local Trustee locations (Rocky Woods, Adams Farm, etc).

9. Identify any possible conflicts of interests (see [https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings\)%20has%20a%20financial%20interest.](https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees#:~:text=A%20municipal%20employee%20may%20not%20participate%20in%20any%20particular%20matter,siblings)%20has%20a%20financial%20interest.)) \*

N/A

10. Current employer: \*

Starkweather & Shepley

11. Current Position/Job Description: \*

Assistant Vice President

12. What skills, education, experiences, training or interests qualify you for this position? \*

I am an Insurance Professional, with 20+ years of experience in Commercial Insurance. I have insured the City of Framingham, Town of Dedham and Town of Canton. I have helped Medfield with structuring Builders' Risk policies for the Medfield Water Treatment construction behind Wheelock and I have worked on Insurance for Schools within Municipalities.

13. Please use this space to add anything additional for the consideration of the appointing authority.

I am a father of two children in the Medfield school system, and am heavily involved in their education and extracurricular activities. I would love to help support the school system by volunteering my time to help be part of the organization that best helps and directs our school system.

This form was created inside of Town of Medfield.

Google Forms

**Michael E.L. Kass, CIC**  
31 Hearthstone Drive, Medfield, MA 02052

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## **Professional Summary**

Insurance professional with experience in all facets of Commercial Insurance, client servicing and relationship management. Proactive Team Leader with interpersonal skills.

## **Work Experience**

Starkweather & Shepley Insurance Brokerage | Westwood, MA

**Assistant Vice President** January 2023 to present

- Same role as an Account Executive role with more emphasis on supervision and training of personnel

**Account Executive** October 2020 to January 2023

- Responsible for maintaining and growing a Commercial Book of Business over \$1.2Million in Revenue
- Responsible for building and strengthening client relationships with retention of current clients being the primary focus
- Responsible in assisting new hires in transitioning to both Starkweather and to their clients

NorthStar Insurance Services, Inc. | Needham, MA

**Assistant Vice President** March 2013 to October 2020

- Direct Supervisor Role for Commercial Lines Team
- Mentor to Account Managers – provided education seminars on Insurance coverages and assisted with in person client meetings
- Responsible for building and strengthening Insurance Carrier relationships

## **Key Accomplishments**

- Certified Insurance Counselor 2002 – Present
- Exclusive Insurance Agent for the Printers Industry of New England (PINE)

## **Education**

WHEATON COLLEGE | Norton, MA (1997-2001)

- Bachelor of Arts Degree, with double major in Economics and French
- Junior year abroad at L'Université de Provence, Aix-en-Provence

## **Volunteer Experience**

- Volunteer for the Trustees of Reservations specifically to maintain and build trails
- Americorps NGCC Corp Member in 2001 based out of Sacramento, CA
- Board Member for the Medfield After School Program

## Letter of Intent

To: Town of Medfield  
School Building Committee  
459 Main Street  
Medfield, MA 02052

From: Michael Kass  
31 Hearthstone Drive  
Medfield, MA 02052

[REDACTED]  
To Brittney Franklin,

I am writing this letter to inform you of my interest in becoming a Volunteer to serve on the School Building Committee.

I have spent 20 years in Commercial Insurance and have years of experience insuring Municipalities: Canton, Dedham, and the City of Framingham. I have worked on insuring many construction projects, and I am able to provide insight on Insurance Requirements and contracts between that of the Town of Medfield and the Contractors and/or Banks involved with the project. Although I have not written coverage for the Town of Medfield, I have worked with Nicholas Milano in your office to provide assistance in quoting and providing recommendations on such things as your Water Treatment project located at Wheelock.

Although I do realize you had requested Volunteers to have knowledge and expertise in many other professional roles and industries, I believe that Insurance should play a large part in the budgeting and contract negotiation; and as such, thought my own Insurance knowledge may be of use to your Committee and Board of Selectmen.

Should you have any questions or concerns surrounding my background, please do not hesitate to contact me.

I would like to thank you for your time and consideration, and I wish you best of luck in finding the right Volunteers for the role.

Sincerely,

Michael Kass



Lauren Costello  
20 Ledge Tree Rd  
Medfield, MA, 02052

Michael Taylor  
Medfield Historic District Commission  
243 North Street  
Medfield, MA, 02052

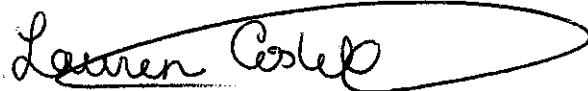
Dear Mr. Taylor,

I am writing to express my interest in joining the Medfield Historic District Commission. I have always loved historical buildings and grew up in the circa 1785 Davis Metcalf House in Cumberland, RI. Growing up I often visited a stone monument near the Cumberland Monastery that marks the site of a battle between the Narragansetts and Captain Michael Pierce during King Philip's War. When moving to Medfield I was excited to learn my new town witnessed significant historical events in the very same war.

Recently I have been following the proposed plans to develop the former Medfield State Hospital grounds. I am a psychiatric nurse practitioner employed by the Massachusetts Department of Mental Health and have dedicated my career to community psychiatry, including a fellowship in Community Health Leadership at Massachusetts General Hospital. It is important to me to preserve the old state hospital buildings and surrounding land in a way to respects their former inhabitants and staff.

I would be honored to serve my town in protecting its historical integrity.

Sincerely,

A handwritten signature of "Lauren Costello" is enclosed within a large, thin-lined oval.

Lauren Costello

Mr. Michael Taylor, Chair  
Medfield Historic District Commission

Hi Michael,

I am interested in becoming a member of the Medfield Historic District Commission and hope to be considered for this position. I moved to Medfield 22 years ago with my husband and three children who benefited greatly from attending the Medfield public schools and growing up in this wonderful town!

I have been a top realtor with Coldwell Banker since 2008 and have always had a keen passion for our historic homes. I understand their unique importance in maintaining the character and beauty of historic Medfield. I just had the pleasure of selling the Winship Wheeler House at 41 South St (circa 1879) and loved seeing buyer's appreciation of this historic home during my open houses.

Since moving here, I have had the great pleasure of enjoying many walking/trolley historic tours of Medfield narrated by Richard DeSorgher where I always learned something new on every tour.

Thank you for considering me for this position.

Best regards,

Lizann Woods

3 Monks Way, Medfield





# I.COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE1000	
Legal Address: (W-9, W-4): 459 Main Street, Medfield MA 02052		Business Mailing Address: 100 Cambridge Street, 9 <sup>th</sup> floor, Boston, MA 02114	
Contract Manager: Kristine Trierweiler	Phone: 508-906-3012	Billing Address (if different):	
E-Mail: ktrierweiler@medfield.net	Fax: 508-359-6182	Contract Manager: Jane Pfister	Phone: 617-626-7300
Contractor Vendor Code: VC6000191876		E-Mail: jane.pfister@mass.gov	Fax:
Vendor Code Address ID (e.g., "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): RFR/Procurement or Other ID Number: PON-ENE-2023-018	
<b><u>X</u> NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</li> <li><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</li> <li><input checked="" type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</li> <li><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</li> <li><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</li> <li><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</li> </ul>		<b><u>X</u> CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>      </u> , 20 <u>      </u> . Enter Amendment Amount: \$ <u>      </u> . (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</li> <li><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</li> <li><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</li> <li><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</li> </ul>	

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X [Commonwealth Terms and Conditions](#) [Commonwealth Terms and Conditions For Human and Social Services](#) [Commonwealth IT Terms and Conditions](#)

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).  
 Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.  
X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). \$ 200,000.

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle        statutory/legal or Ready Payments ([M.G.L. c. 29, § 23A](#));        only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** This is a contract to award a grant to the Town of Medfield for fiscal years 2024-2026 under the Green Communities Competitive Grant Program in the amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The grant is intended to fund energy conservation measures, heat pump system, insulation, variable frequency drives, and administrative assistance, in municipal facilities including Library, Townhouse, and High School, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.

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

- X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- 2. may be incurred as of       , 20      , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- 3. were incurred as of       , 20      , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of September 30, 2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Kristine Trierweiler  
Print Title: Town Administrator

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Susannah Hatch  
Print Title: Chief of Staff

## **BACKGROUND**

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee's response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as "the Project").

This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

### THE COMMONWEALTH STANDARD CONTRACT FORM

#### BACKGROUND

#### ATTACHMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION MATERIALS

#### ATTACHMENT B: GRANTEE RESPONSE

#### ATTACHMENT C: SCOPE OF GRANT AWARD

#### ATTACHMENT D: BUDGET

### THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT

## ATTACHMENT A – Green Communities Competitive Grant Application Materials

The Program Opportunity Notice (PON) was provided to the municipality via CommBuys, the Commonwealth's procurement website.

### DOER PON-ENE-2023-018 2023 Green Communities Competitive Grant Program

Bid # [BD-23-1041-ENE01-ENE01-85720](#)

## ATTACHMENT B – Grantee Response

*(All documents listed below are available to DOER fiscal staff at:*

<https://massdoer.imeetcentral.com/greencommunities/dbapp=7ary4jojv3xnh83ficwf09s252274943&ac=h&view=1184652>

1. Grantee submission narrative – Medfield gcg sp23 narratives.docx
2. Grantee grant table submitted – Medfield gc grant table 2023 4-23.xlsx
3. Grantee certification of application submitted – Medfield certif of app gcg spring 23.pdf

Response included additional files:

- high school vfd proposal 3-6-23.pdf
- hs vfd incent app signed.pdf
- mhs vfd spec sheet 3-23.pdf
- town hall insulation proposal 3-7-23.pdf
- th insul incent app signed.pdf
- town hall insul specs 4-23.rtf
- lib rtu proposal rise 3-8-23.pdf
- lib weatherization completed rise 2021 public library.pdf
- library nehp incent doc 4-23.pdf
- library hp incent app signed 3-23.pdf
- library incent response 4-23.rtf
- library savings calcs.xlsx
- gcg sp23 narratives sgm 7-23.docx
- high school 25 hp vfd savings.xlsx
- library rtu hp savings calcs.xlsx

**ATTACHMENT C – SCOPE OF GRANT AWARD**

**COMMONWEALTH OF MASSACHUSETTS  
SCOPE OF GRANT AWARD AGREEMENT**

**By and Between**  
**Department of Energy Resources**  
**and**  
**Town of Medfield**

**SCOPE OF GRANT AWARD**

**1. Overview**

The purpose of this contract is to award a grant to the Town of Medfield (Grantee) for a maximum obligation amount not to exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00) to fund energy conservation measures in municipal facilities including Library, Townhouse, and High School, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested two hundred thousand dollars and no cents (\$200,000.00) in public funding out of three hundred eight thousand six hundred twenty three dollars and no cents (\$308,623.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are heat pump system, insulation, variable frequency drives, and administrative assistance.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

**Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.**

**2. Contingencies**

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), as soon as the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

**3. Procurement**

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

**4. Program Schedule**

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones Grantee shall promptly contact the DOER.

- (1) Complete construction of the Project (s) – August 1, 2025

(2) End of grant period – September 30, 2025

## 5. Disbursement of Funds

Initial Disbursement: Twenty five percent (25%) of the award in the amount of fifty thousand dollars and no cents (\$50,000.00) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER's agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award has been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of one hundred thousand dollars and no cents (\$100,000.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee's costs incurred to date.

Final Disbursement: Twenty five percent (25%) of the award in the amount of fifty thousand dollars and no cents (\$50,000.00), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that all reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

**Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.**

## 6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

## 7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

## 8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after September 30, 2025, shall be promptly returned to the DOER within sixty (60) days.

## 9. Administrative Costs

Grantee's administrative costs shall not exceed ten percent (10%) of the maximum obligation contract amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00).

## 10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

## 11. Reporting and Other Required Documentation

- A.** Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B.** Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C.** **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5PM four (4) days after the completion of each of the following quarters:
  - a. July 1 – Sept 30
  - b. Oct 1 – Dec 30
  - c. Jan 1 – Mar 30
  - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
- b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.

- D.** **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister  
Green Communities Grant Coordinator  
[jane.pfister@mass.gov](mailto:jane.pfister@mass.gov)

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. Ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E.** **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

## VI. ATTACHMENT D - BUDGET

Check one:  Initial Budget

Budget/Account Amendment. Maximum Obligation before this Amendment:  
 PRIOR MMARS DOCUMENT ID: \_\_\_\_\_ (for reference - if applicable)  
 CURRENT DOC ID: \_\_\_\_\_.

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity / Function Codes	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY24	2000-0113	P01	GNCO-COMP	\$199,998.00				
FY25	2000-0113	P01	GNCO-COMP	\$ 1.00				
FY26	2000-0113	P01	GNCO-COMP	\$ 1.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT		
FISCAL YEAR:	2024 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$199,998.00
FISCAL YEAR:	2025 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR:	2026 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR:	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
<b>TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT</b>		<b>\$200,000.00</b>

**VII. COMMONWEALTH OF MASSACHUSETTS  
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT



[DATE]

Mr. Peter Milano  
Director of Strategy & Business Development  
Massachusetts Office of Business Development  
136 Blackstone St, 5th Floor  
Boston, MA 02109

**RE: Support for the 495/MetroWest Partnership's FY24 REDO Application**

Dear Mr. Milano,

On behalf of the Town of [TOWN NAME], I am writing to express support for the 495/MetroWest Partnership's FY24 application to the Regional Economic Development Organization (REDO) grant program, and to confirm our municipality's inclusion in the organization's thirty-six community service area.

Our community values the work of the Partnership on both a regional and local level. The staff at the Partnership serve as a resource to our community on economic development matters through direct technical support, convenings of key stakeholders, connections to state resources and expertise, educational forums, and more. These economic development matters include but are not limited to transportation and transit infrastructure, workforce development, housing solutions, water resources, and identifying priority development areas.

The Town of [TOWN NAME] benefits from our membership in and involvement with the 495/MetroWest Partnership, and we are pleased to support the organization's FY24 REDO application. Please do not hesitate to contact me if you would like any additional information.

Sincerely,

NAME  
TITLE  
MUNICIPALITY





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT #**Medfield 2023-10

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

This Contract is made this 17th day of October, 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Spark Energy Conservation LLC having a usual place of business at 28 Crescent Road, Winchester, MA 01890 hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform Green Communities and solar project related consulting services, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Scope of Services and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish Green Communities and solar project related consulting services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents.
5. **Contract Term:** The Contract Term is as follows: October 17, 2023 through June 30, 2024, with two one-year renewals upon mutual written agreement between the Town and the Contractor, subject to annual appropriation.

6. **Payment for Work:** The Town shall pay for the Program in accordance with the pricing in Attachment A, not to exceed \$25,000. The Contractor shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. **Contractor's Standard of Care:** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the Green Communities and Solar Project Coordinator industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating Professional Liability with minimum limits of \$1 million and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. **Inspection and Reports:** The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. **Termination:**
  - a. **For Cause** – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town,

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

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

**b. For Convenience** – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

**c. Return of Property** – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

**15. Notice:** Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

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

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

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

*Spark Energy Conservation, LLC*

Select Board

By: \_\_\_\_\_, Manager

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

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

Town of Medfield, MA

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

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

**CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A**  
**SCOPE OF SERVICES**

The scope of services anticipated for the Green Communities and Solar Project Coordinator include, but are not limited to, the following, in approximate order of priority:

1. Assist in identifying projects for Green Communities grant funding and assist the Facilities Director in submitting Green Communities applications, overseeing projects, and ensuring the Town is able to maximize state funding from Green Communities.
2. Seek out, apply for, and manage grants from the federal or state government, public utilities, foundations, or others in order to help fund clean-energy efforts.
3. Provide planning assistance, advice, and guidance regarding sustainability initiatives.
1. Provide advice about and assist in the Town's efforts to expand solar installations, including municipal and school building roofs and parking canopies. Assist the Town's efforts to close out the former landfill, make the property solar-ready, and install solar on the former landfill.
2. Work with the Town to develop and maintain energy and carbon consumption data in Mass Energy Insight ("MEI") and to prepare annual reports (for example, for the Annual Green Communities Report and Town Report) that track usage and expenditures. Such data will serve in planning and evaluating clean-energy projects and initiatives and ensure continued Green Communities designation.
3. Serve as a resource for clean-energy and sustainability efforts for the Sustainability Coordinator, Town Departments, the Medfield Energy Committee, and other Town boards and committees as needed.
4. Attendance at evening meetings of the Medfield Energy Committee may be required.

The above are typical tasks being performed, but additional related tasks of equivalent skills and responsibilities may be performed as requirements change.

Informational



## SOVEREIGN CONSULTING INC.

September 28, 2023

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

Re: **Results of Groundwater Sampling Conducted September 7, 2023**  
In the Vicinity of Former Texaco-Branded Service Station No. 100084  
26 Spring Street, Medfield, Massachusetts  
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from a groundwater monitoring well located on the shoulder of Spring Street on September 7, 2023. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

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

Sincerely,  
SOVEREIGN CONSULTING INC.

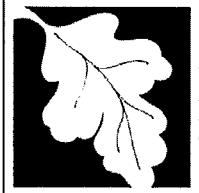
Barbara K. Laughlin  
Project Manager

Attachments: MassDEP Form BWSC-123  
Laboratory Data Report

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

## NOTICE OF ENVIRONMENTAL SAMPLING

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



**BWSC 123**

This Notice is Related to  
Release Tracking Number

2 3003830

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

1. Street Address: 26 Spring Street

City/Town: Medfield Zip Code: 02052

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

1. Name: Kristine Trierwieler, Town Administrator

2. Street Address: 459 Main Street

City/Town: Medfield Zip Code: 02052

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

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

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

1. Street Address: Shoulder of Spring Street

City/Town: Medfield Zip Code: 02052

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

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

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

residential  commercial  industrial  school/playground  Other Municipal ROW  
(specify)

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

**Groundwater from a monitoring well.**

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

Contact Name: Barbara Laughlin

Street Address: 9 Payson Road, Suite 150

City/Town: Foxborough Zip Code: 02035

Telephone: (508) 339-3200 Email: blaughlin@sovcon.com

## NOTICE OF ENVIRONMENTAL SAMPLING

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

### MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

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

### THE PERSON(S) PROVIDING THIS NOTICE

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

### PURPOSE OF THIS NOTICE

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

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

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

### FOR MORE INFORMATION

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



Dayton, NJ

09/13/23

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

**e-Hardcopy 2.0**  
*Automated Report*

## Technical Report for

**Shell Oil Products US**

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

**2L883 TASK#2L883.10R**

**SGS Job Number: JD72479**

**Sampling Date: 09/06/23**

### Report to:

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

**ATTN: Barbara Laughlin**

**Total number of pages in report: 18**



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable unless noted in the narrative, comments or footnotes.

**David Chastain  
General Manager**

**Client Service contact: Shalini Williams 732-329-0200**  
Certifications: NJ(12129), NY(10983), CA, CT, FL, IL, IN, KS, KY, LA, MA, MD, ME, MN, NC, OH VAP (CL0056), AK (UST-103), AZ (AZ0786), PA(68-00408), RI, SC, TX, UT, VA, WV

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

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

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Unauthorized modification of this report is strictly prohibited.  
Review standard terms at: <http://www.sgs.com/en-terms-and-conditions>

Please share your ideas about  
how we can serve you better at:  
[FHS.US.CustomerCare@sgs.com](mailto:FHS.US.CustomerCare@sgs.com)



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JD72479

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## Sample Summary

Shell Oil Products US

Job No: JD72479

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

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

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

---

JD72479-1 09/06/23 11:05 SW 09/08/23 AQ Ground Water MW-105

## CASE NARRATIVE / CONFORMANCE SUMMARY

2

**Client:** Shell Oil Products US

**Job No:** JD72479

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

**Report Date** 9/13/2023 3:47:20 PM

On 09/08/2023, 1 sample(s), 0 Trip Blank(s), and 0 Field Blank(s) were received at SGS North America Inc. (SGS) at a temperature of 4.4 °C. The samples were intact and properly preserved, unless noted below. An SGS Job Number of JD72479 was assigned to the project. The lab sample ID, client sample ID, and date of sample collection are detailed in the report's Results Summary.

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

### GC Volatiles By Method MADEP VPH REV 2.1

**Matrix:** AQ

**Batch ID:** GBH1527

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

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

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

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

## Summary of Hits

Page 1 of 1

Job Number: JD72479  
Account: Shell Oil Products US  
Project: SCMAW:26 Spring Street, Medfield, MA  
Collected: 09/06/23



Lab Sample ID	Client Sample ID	Result/ Analyte	Qual	RL	MDL	Units	Method
---------------	------------------	--------------------	------	----	-----	-------	--------

JD72479-1 MW-105

Ethylbenzene	4.0	2.0	ug/l	MADEP VPH REV 2.1
Naphthalene	7.3	2.0	ug/l	MADEP VPH REV 2.1
C5- C8 Aliphatics (Unadj.)	180	100	ug/l	MADEP VPH REV 2.1
C9- C12 Aliphatics (Unadj.)	1650	100	ug/l	MADEP VPH REV 2.1
C5- C8 Aliphatics	180	100	ug/l	MADEP VPH REV 2.1
C9- C12 Aliphatics	365	100	ug/l	MADEP VPH REV 2.1
C9- C10 Aromatics	1280	100	ug/l	MADEP VPH REV 2.1

**SGS**

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**Section 4**

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**Sample Results**

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**Report of Analysis**

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**SGS**

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JD72479

## Report of Analysis

Page 1 of 1

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4

Client Sample ID:	MW-105	Date Sampled:	09/06/23
Lab Sample ID:	JD72479-1	Date Received:	09/08/23
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	MADEP VPH REV 2.1		
Project:	SCMAW:26 Spring Street, Medfield, MA		
Run #1	File ID BH41548.D	DF 1	Analyzed 09/11/23 21:02 By JN
Run #2			Prep Date n/a
			Prep Batch n/a
			Analytical Batch GBH1527
Run #1	Purge Volume 5.0 ml		
Run #2			

## MADEP VPH List

CAS No.	Compound	Result	RL	Units	Q
71-43-2	Benzene	ND	1.0	ug/l	
100-41-4	Ethylbenzene	4.0	2.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
91-20-3	Naphthalene	7.3	2.0	ug/l	
108-88-3	Toluene	ND	2.0	ug/l	
	m,p-Xylene	ND	2.0	ug/l	
95-47-6	o-Xylene	ND	2.0	ug/l	
	C5- C8 Aliphatics (Unadj.)	180	100	ug/l	
	C9- C12 Aliphatics (Unadj.)	1650	100	ug/l	
	C5- C8 Aliphatics	180	100	ug/l	
	C9- C12 Aliphatics	365	100	ug/l	
	C9- C10 Aromatics	1280	100	ug/l	
CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits	
	2,3,4-Trifluorotoluene	109%		70-130%	
	2,3,4-Trifluorotoluene	101%		70-130%	

ND = Not detected

J = Indicates an estimated value

RL = Reporting Limit

B = Indicates analyte found in associated method blank

E = Indicates value exceeds calibration range

N = Indicates presumptive evidence of a compound



Dayton, NJ

Section 5

### Misc. Forms

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5

### Custody Documents and Other Forms

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Includes the following where applicable:

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

6w

J72479

TF-082323-24

Initial Assessment 2B+P  
Label Verification

IR-40

## JD72479: Chain of Custody

Page 1 of 2

## SGS Sample Receipt Summary

Job Number: JD72479 Client: SOVEREIGN CONSULTING, INC. Project: SCMAW:26 SPRING STREET, MEDFIELD  
 Date / Time Received: 9/8/2023 9:50:00 PM Delivery Method: Airbill #'s:

Cooler Temps (Raw Measured) °C: Cooler 1: (4.7);

Cooler Temps (Corrected) °C: Cooler 1: (4.4);

**Cooler Security**

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

**Cooler Temperature**

1. Temp criteria achieved:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Cooler temp verification:	IR Gun 40	
3. Cooler media:	Ice (Bag)	
4. No. Coolers:	1	

**Quality Control Preservatio**

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

Test Strip Lot #s:

pH 1-12: 231619

pH 12+: 203117A

Other: (Specify)

Comments

SM089-03  
 Rev. Date 12/7/17

**Sample Integrity - Documentation**

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

**Sample Integrity - Condition**

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

**Sample Integrity - Instructions**

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

JD72479: Chain of Custody

Page 2 of 2

	Massachusetts Department of Environmental Protection Bureau of Waste Site Cleanup	WSC-CAM	Exhibit VII A
		July 1, 2010	Revision No. 1
		Final	
Exhibit VII A-2: MassDEP Analytical Protocol Certification Form			

MassDEP Analytical Protocol Certification Form						
Laboratory Name: <u>SGS North America Inc. - Dayton</u>			Project #: <u>JD72479</u>			
Project Location: <u>SCMAW:26 Spring Street, Medfield, MA</u>			MADEP RTN		None	
This form provides certifications for the following data set: list Laboratory Sample ID Numbers(s) <u>JD72479-1</u>						
Matrices: <u>Groundwater/Surface Water (X)</u> <u>Soil/Sediment ()</u> <u>Drinking Water ()</u> <u>Air ()</u> <u>Other ()</u>						
<b>CAM Protocol (check all that apply below):</b>						
8260 VOC ( ) CAM IIA		7470/7471 Hg ( ) CAM III B	MassDEP VPH (X) CAM IV A	8081 Pesticides ( ) CAM V B	7196 Hex Cr ( ) CAM VI B	Mass DEP APH ( ) CAM IX A
8270 SVOC ( ) CAM II B		7010 Metals ( ) CAM III C	MassDEP EPH ( ) CAM IV B	8151 Herbicides ( ) CAM V C	8330 Explosives ( ) CAM VIII A	TO-15 VOC ( ) CAM IX B
6010 Metals ( ) CAM III A		6020 Metals ( ) CAM III D	8082 PCB ( ) CAM V A	9014 Total Cyanide/PAC CAM VI A	6860 Perchlorate ( ) CAM VIII B	
<b>Affirmative Responses to Questions A Through F are required for "Presumptive Certainty" status</b>						
<b>A</b>	Were all samples received in a condition consistent with those described on the Chain-of Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding times? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>B</b>	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>C</b>	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>D</b>	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>E</b>	VPH, EPH, APH, and TO-15 only: a. VPH, EPH, and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No b. APH and TO-15 Methods only: Was the complete analyte list reported for each method? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>F</b>	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Responses to questions G, H, and I below is required for "Presumptive Certainty" status</b>						
<b>G</b>	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocols <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <sup>1</sup>					
<b>Data User Note:</b> Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40.1056(2)(k) and WSC-07-350.						
<b>H</b>	Were all QC performance standards specified in the CAM protocol(s) achieved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <sup>1</sup>					
<b>I</b>	Were results reported for the complete analyte list specified in the selected CAM protocol(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <sup>1</sup>					
<sup>1</sup> All Negative responses must be addressed in an attached Environmental Laboratory case narrative.						
<i>I the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, accurate and complete.</i>						
Signature:	<u>David Chastain</u>			Position: <u>General Manager</u>		
Printed Name:	David Chastain			Date:	13-Sep-23	

## MADEP VPH FORM

<b>Matrix</b>	<input checked="" type="checkbox"/> Aqueous	<input type="checkbox"/> Soil	<input type="checkbox"/> Sediment	<input type="checkbox"/> Other
<b>Containers</b>	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Broken	<input type="checkbox"/> Leaking	
<b>Aqueous Preservatives</b>	N/A	<input type="checkbox"/> pH <= 2	<input checked="" type="checkbox"/> pH > 2	
<b>Temperature</b>	<input type="checkbox"/> Received on Ice		<input type="checkbox"/> Received at 4 Deg. C	<input type="checkbox"/> Other
<b>Methanol</b>	N/A			
<b>Method for Ranges:</b>	MADEP VPH REV 2.1	<b>Client ID:</b> MW-105		<b>Lab ID:</b> JD72479-1
<b>Method for Target Analytes:</b>	MADEP VPH REV 2.1	<b>Date Collected:</b> 9/6/2023		<b>Date Received:</b> 9/8/2023
<b>VPH Surrogate Standards</b>		<b>Date Extracted:</b> N/A	<b>First Date Run:</b> 9/11/2023	<b>Last Date Run:</b> N/A
<b>PID:</b>		<b>% Solids:</b> N/A	<b>Low Dilution:</b> 1	<b>High Dilution:</b> N/A
<b>FID:</b>				

5.3

5

<u>Unadjusted Ranges</u>	<u>CAS #</u>	<u>Elution Range</u>	<u>Units</u>	<u>Result</u>	<u>RDL</u>	<u>Q</u>
C5- C8 Aliphatics (Unadj.)		N/A	ug/l	180	<sup>a</sup>	100
C9- C12 Aliphatics (Unadj.)		N/A	ug/l	1650	<sup>a</sup>	100
<u>Target Analytes</u>						
Benzene	71-43-2	C5-C8	ug/l	ND	1	
Naphthalene	91-20-3	N/A	ug/l	7.3	2	
Ethylbenzene	100-41-4	C9-C12	ug/l	4	2	
Methyl Tert Butyl Ether	1634-04-4	C5-C8	ug/l	ND	1	
Toluene	108-88-3	C5-C8	ug/l	ND	2	
m,p-Xylene		C9-C12	ug/l	ND	2	
o-Xylene	95-47-6	C9-C12	ug/l	ND	2	
<u>Adjusted Ranges</u>						
C5- C8 Aliphatics		N/A	ug/l	180	<sup>b</sup>	100
C9- C12 Aliphatics		N/A	ug/l	365	<sup>c</sup>	100
C9- C10 Aromatics			ug/l	1280		100
<u>Surrogate Recoveries</u>						
FID:2,3,4-Trifluorotoluene			%	101	Acceptance Range 70-130 %	
PID:2,3,4-Trifluorotoluene			%	109	70-130 %	
<u>Footnotes</u>						
A Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No- Details Attached		
B Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C5-C8 Aliphatic Hydrocarbons exclude the concentration of Target Analytes eluting in that range.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No- Details Attached		
C Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C9-C12 aliphatic Hydrocarbons exclude conc of Target Analytes eluting in that range AND concentration of C9-C10 Aromatic Hydrocarbons.				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes- Details Attached		
Z A 'J' qualifier indicates an estimated value						

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

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

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

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



Signature

Position

General Manager

Printed Name

David Chastain

Date

9/13/2023

## Internal Sample Tracking Chronicle

Shell Oil Products US

Job No: JD72479

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

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

JD72479-1 Collected: 06-SEP-23 11:05 By: SW Received: 08-SEP-23 By: JK  
MW-105

JD72479-1 MADEP VPH REV 2.1 11-SEP-23 21:02 JN VMAVPH

## QC Evaluation: MA MCP Limits

Page 1 of 1

Job Number: JD72479

Account: Shell Oil Products US

Project: SCMAW:26 Spring Street, Medfield, MA

Collected: 09/06/23

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

No MA MCP Limits found for methods in this job.

5  
5

5

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\* Sample used for QC is not from job JD72479

SGS

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JD72479



Dayton, NJ

Section 6

## GC Volatiles

### QC Data Summaries

Includes the following where applicable:

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



## Method Blank Summary

Page 1 of 1

Job Number: JD72479

Account: SHELLWIC Shell Oil Products US

Project: SCMAW:26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH1527-MB	BH41535.D	1	09/11/23	JN	n/a	n/a	GBH1527

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD72479-1

11/11/23

9

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

CAS No.	Surrogate Recoveries	Limits
2,3,4-Trifluorotoluene	106%	70-130%
2,3,4-Trifluorotoluene	101%	70-130%

## Blank Spike/Blank Spike Duplicate Summary

Page 1 of 1

Job Number: JD72479

Account: SHELLWIC Shell Oil Products US

Project: SCMAW:26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH1527-BS	BH41536.D	1	09/11/23	JN	n/a	n/a	GBH1527
GBH1527-BSD	BH41537.D	1	09/11/23	JN	n/a	n/a	GBH1527

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD72479-1

6.2.1



CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	BSD ug/l	BSD %	RPD	Limits Rec/RPD
71-43-2	Benzene	50	57.0	114	56.0	112	2	70-130/25
100-41-4	Ethylbenzene	50	58.3	117	56.7	113	3	70-130/25
1634-04-4	Methyl Tert Butyl Ether	50	48.8	98	49.6	99	2	70-130/25
91-20-3	Naphthalene	50	50.0	100	50.7	101	1	70-130/25
108-88-3	Toluene	50	56.0	112	54.7	109	2	70-130/25
	m,p-Xylene	100	117	117	114	114	3	70-130/25
95-47-6	o-Xylene	50	56.6	113	55.3	111	2	70-130/25
	C5- C8 Aliphatics (Unadj.)	150	164	109	155	103	6	70-130/25
	C9- C12 Aliphatics (Unadj.)	100	98.8	99	93.4	93	6	70-130/25
	C9- C10 Aromatics	50	57.3	115	55.9	112	2	70-130/25

CAS No.	Surrogate Recoveries	BSP	BSD	Limits
	2,3,4-Trifluorotoluene	104%	110%	70-130%
	2,3,4-Trifluorotoluene	97%	101%	70-130%

\* = Outside of Control Limits.

## Surrogate Recovery Summary

Page 1 of 1

Job Number: JD72479

Account: SHELLWIC Shell Oil Products US

Project: SCMAW:26 Spring Street, Medfield, MA

Method: MADEP VPH REV 2.1

Matrix: AQ

Samples and QC shown here apply to the above method

Lab Sample ID	Lab File ID	S1 <sup>a</sup>	S1 <sup>b</sup>
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JD72479-1	BH41548.D	109	101
GBH1527-BS	BH41536.D	104	97
GBH1527-BSD	BH41537.D	110	101
GBH1527-MB	BH41535.D	106	101

Surrogate Compounds	Recovery Limits
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S1 = 2,3,4-Trifluorotoluene      70-130%

- (a) Recovery from GC signal #2
- (b) Recovery from GC signal #1

6.3.1

6

