



Select Board  
Meeting Packet  
December 19, 2023





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



**Town of Medfield  
Application to Solicit**

Date: 11-28-23

Applicant's Name: Jake McGrath

Home Address: [REDACTED]

Telephone No. [REDACTED] Date of Birth: 06 - 18 - 1997

Social Security No. [REDACTED] Height 5'9 Weight 197

Color: Hair Brown Eyes Blue

Motor Vehicle Operator's License No. & State: [REDACTED] New Hampshire

Motor Vehicle Owner and Address: [REDACTED]

Motor Vehicle Registration No. [REDACTED]

Motor Vehicle Make: Honda Model: Civic Year: 2019

Name of Business: SunRun

Business Address: 695 Myles Standish Blvd. Taunton MA, 02780

Nature of Business and goods to be sold: Sunkin Solar Panels

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

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

License requested for what length of time: Solicitors License

Days of week and hours of solicitation: MON - Sun (7 days week)

~~Weekdays 1pm - 8pm | Weekends 9am - 8pm~~

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

Application Fee: \$10.00

Public Hearing will be required

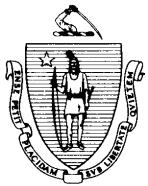
Applicant's Signature: 

Approved/Disapproved

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

Chief of Police





*The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission*

For Reconsideration

## LICENSING AUTHORITY CERTIFICATION

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 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 <input type="text"/>	DBA <input type="text"/>		
Street Address <input type="text"/>	Zip Code <input type="text"/>		
Manager <input type="text"/>	Granted under Special Legislation? Yes <input type="checkbox"/> No <input type="checkbox"/>		
<input type="text"/> <b>Type</b> (i.e. restaurant, package store)	<input type="text"/> <b>Class</b> (Annual or Seasonal)	<input type="text"/> <b>Category</b> (i.e. Wines and Malts / All Alcohol)	If Yes, Chapter of the Acts of (year) <input type="text"/>

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

**LOCAL LICENSING AUTHORITY INFORMATION**

Application filed with the LLA:	Date <input type="text"/>	Time <input type="text"/>
Advertised Yes <input type="checkbox"/> No <input type="checkbox"/>	Date Published <input type="text"/>	Publication <input type="text"/>
Abutters Notified: Yes <input type="checkbox"/> No <input type="checkbox"/>	Date of Notice <input type="text"/>	
<b>Date APPROVED by LLA</b> <input type="text"/>	<b>Decision of the LLA</b> <input type="text"/>	
Additional remarks or conditions (E.g. Days and hours)	<input type="text"/>	
For Transfers ONLY:		
Seller License Number: <input type="text"/>	Seller Name: <input type="text"/>	

The Local Licensing Authorities By:

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Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

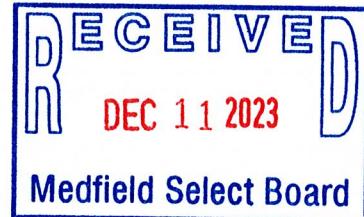


CHIN LAW FIRM

◆◆◆

December 7, 2023

Kristine Trierweiler  
Town Administrator  
Town of Medfield  
459 Main Street  
Medfield, MA 02052



RE: CHANGE OF CORPORATE NAME APPLICATION

Dear Kristine,

Enclosed please find the following documents:

1. Copy of the ABCC fee payment receipt;
2. Monetary Transmittal Form;
3. DOR Certificate of Good Standing;
4. DUA Certificate of Compliance;
5. Change of Corporate Name Application;
6. Vote of the Entity; and
7. Articles of Organization from the Secretary of the Commonwealth.

Thank you.

Very truly yours,

Russell L. Chin

RLC/tw  
Enc. as noted.

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 94b7e833-bd1b-4b48-9b4e-4c3def92241b

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	0012-RS-0678	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 12/6/2023 2:28:24 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

License Number or Business Name:  
0012-RS-0678

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
YANDI

Last Name:  
HUANG

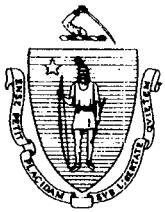
Address:  
400 hancock street

City:  
quincy

State:  
MA

Zip Code:  
02171

Email Address:  
CHINFIRM2@GMAIL.COM



*The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc*

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**APPLICATION FOR AMENDMENT-Change of Business Entity Information**

**DO NOT MAKE PAYMENT OR COMPLETE THIS FORM FOR CHANGE OF DBA AMENDMENT**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

**ECRT CODE: RETA**

**Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)**

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT**

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

0012-RS-0678

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

<input 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 checked="" 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" value=""/>	<input type="checkbox"/> Change of DBA

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**Alcoholic Beverages Control Commission**

**95 Fourth Street, Suite 3**

**Chelsea, MA 02150-2358**



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
**95 Fourth Street, Suite 3, Chelsea, MA 02150-2358**  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR AMENDMENT-Change of Business Entity Information**

**Change of Corporate Name**

**Change of DBA**

- Payment Receipt (Req. for Chg of Corp Name only)
- Monetary Transmittal Form
- DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
- DUA Certificate of Compliance (Req. for Chg of Corp Name only)
- Change of Corporate Name/DBA Application
- Vote of the Entity
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Change of Corporate Structure**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Corporate Structure Application
- Vote of the Entity
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**1. BUSINESS ENTITY INFORMATION**

Entity Name

Municipality

ABCC License Number

TM ONE GROUP INC

MEDFIELD

0012-RS-0678

Please provide a narrative overview of the transaction(s) being applied for.

APPLY TO CHANGE THE CORPORATE NAME FROM TAKARA GROUP INC TO TM ONE GROUP INC

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

RUSSELL CHIN

ATTORNEY

RCHIN@CHINFIRM.COM

6174713460

**2 . CHANGES TO BUSINESS ENITIY INFORMATION**

**2a. Change of Corporate Name**

Last-Approved Corporate Name:

TAKARA GROUP INC

Requested New Corporate Name:

TM ONE GROUP INC

**2b. Change of DBA**

Last-Approved DBA:

Requested New DBA:

**2c. Change of Corporate Structure**

LLC, Corporation, Sole Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

Signature:

Date: 11/29/2023

Title:

PRESIDENT

## APPLICANT'S STATEMENT

I, WEI ZHENG the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager

Authorized Signatory

of TM ONE GROUP INC

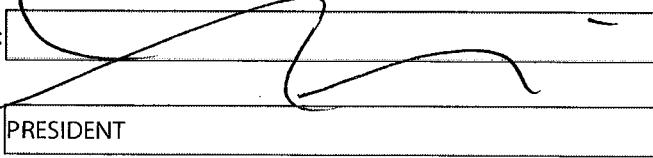
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 11/29/2023

Title:

PRESIDENT

## ENTITY VOTE

The Board of Directors or LLC Managers of

TM ONE GROUP INC

Entity Name

duly voted to apply to the Licensing Authority of

MEDFIELD

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

11/29/2023

Date of Meeting

For the following transactions (Check all that apply):

- Change Corporate Name
- Change Corporate Structure (i.e. Corp / LLC)
- Change of DBA
- Other

"VOTED: To authorize

WEI ZHENG

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

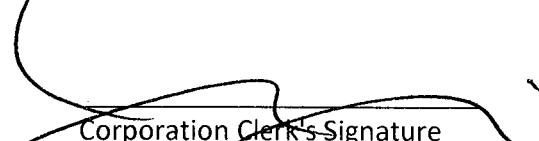
  
Corporate Officer /LLC Manager Signature

WEI ZHENG

(Print Name)

For Corporations ONLY

A true copy attest,

  
Corporation Clerk's Signature

WEI ZHENG

(Print Name)

**The Commonwealth of Massachusetts, William Francis Galvin  
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:  
\$250.00

Identification Number:	001668985	(number will be assigned)
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**ARTICLE I**

The exact name of the corporation is:

TM ONE GROUP INC

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

TO OWN AND OPERATE A RESTAURANT BUSINESS IN MEDFIELD, MASSACHUSETTS, AND TO GENERALLY ENGAGE IN AND CARRY ON ANY BUSINESS THERETO; TO CONSTRUCT, LEASE, PURCHASE OR OTHERWISE ACQUIRE REAL ESTATE AND PERSONAL PROPERTY OF ANY NATURE OR ANY INTEREST THEREIN, WITHOUT LIMIT AS TO THE AMOUNT OR VALUE, REASONABLY NECESSARY OR CONVENIENT FOR EFFECTING OR FURTHERING ANY OR ALL OF THE PURPOSES AND POWERS OF THE CORPORATION. TO HOLD, OWN, USE, MANAGE, OPERATE, IMPROVE, LEASE, LICENSE, MORTGAGE, AND DISPOSE OF OR OTHERWISE TURN TO ACCOUNT OR DEAL WITH ALL OR ANY PART OF THE PROPERTY OF THE CORPORATION OR ANY INTEREST THEREIN. TO INVEST IN ANY OTHER TYPE OF INVESTMENT, TO BORROW MONEY; TO MAKE AND ISSUE NOTES, BONDS AND OTHER EVIDENCE OF INDEBTEDNESS OF ALL KIND AND DESCRIPTION, TO MORTGAGE PROPERTY; TO ACT AS A PARTNER, JOINING VENTURER OR IN ANY LEGAL CAPACITY IN ANY OF THE AFOREMENTIONED ACTIVITIES. TO CONDUCT BUSINESS AS A CORPORATION UNDER THE PROVISIONS OF MASSACHUSETTS GENERAL LAWS, CHAPTER 156D AS MAY FROM TIME TO TIME BE AMENDED AND TO PERFORM ALL ACTIVITIES ALLOWABLE UNDER SAID STATUTE IN ACCORDANCE WITH THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	100	0	100

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must file a statement of the class and its distinguishing designation.

rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

## ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

## ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

## ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

## ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a.b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: WEI ZHENG

Number and street: 599 GAY ST

Address 2:

City or town: WESTWOOD State: MA Zip code: 02090

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	WEI ZHENG	599 GAY ST WESTWOOD, MA 02090 USA
TREASURER	WEI ZHENG	599 GAY ST WESTWOOD, MA 02090 USA
SECRETARY	WEI ZHENG	599 GAY ST WESTWOOD, MA 02090 USA
DIRECTOR	WEI ZHENG	599 GAY ST WESTWOOD, MA 02090 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 1 GREEN ST

Address 2:

City or town: MEDFIELD State: MA Zip code: 02052

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 1 GREEN ST

Address 2:

City or town: MEDFIELD State: MA Zip code: 02052

Country: UNITED STATES

Which is:

its principal office  an office of its transfer agent

an office of its secretary/assistant secretary  its registered office

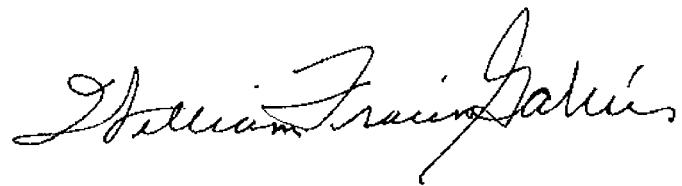
Signed this 27 Day of June, 2023 at 15:06 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

WEI ZHENG

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 27, 2023 03:19 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is fluid and cursive, with "William" on the first line and "Francis Galvin" on the second line.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**Certificate of Compliance**

Date: November 8, 2023

Letter ID: L0000155933

Employer ID (FEIN): XX-XXX5465

TAKARA GROUP INC  
599 GAY ST  
WESTWOOD MA 02090-1742

Certificate ID: L0000155933

The Department of Unemployment Assistance certifies that as of 07-Nov-2023, TAKARA GROUP INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: [Revenue.Enforcement@detma.org](mailto:Revenue.Enforcement@detma.org)  
Call us: (617) 626-5750



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner  
[mass.gov/dor](http://mass.gov/dor)

Letter ID: L2048527136  
Notice Date: September 20, 2023  
Case ID: 0-002-176-236



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000024

TAKARA GROUP INC  
1 GREEN ST  
MEDFIELD MA 02052-2062

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, TAKARA GROUP INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT # DPW 2023-14**

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

This Contract is made this 19<sup>th</sup> day of December 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 E.L. Harvey & Sons, Inc., having a usual place of business at 68 Hopkinton Road, Westborough, MA 01581, hereinafter referred to as the "Contractor".

### WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work to provide single stream recycling disposal, recycling box containers and trucking/hauling of the material collected from the Transfer Station as needed and the Town has decided to award the contract therefore to the Contractor.

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

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

5. Contract Term: The Contract Term is as follows: January 1, 2024 through December 31, 2025 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay rates of \$210 per haul for trucking, a charge of \$96.50 per ton for single stream recycling, and \$55 recycling box container per unit for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established recycling service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor

within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

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

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

*(Contractor)*

Medfield Select Board

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Town of Medfield, MA

---

Mark G. Cerel, Town Attorney

---

Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

---

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

---

Clerk of Corporation

SEAL

# ATTACHMENT

A



**Serving You. Protecting Our Environment.**

December 11,2023

Town of Medfield Transfer Station:

## **Rates**

The rate for January 1<sup>st</sup>, 2024, through December 30<sup>th</sup>, 2025 will be \$210.00 (Two hundred and ten dollars) per trip for haul and trucking. The cost for single stream recycling will be \$96.50(Ninety-six dollars and fifty cents) per ton for disposal. The receiver box rental will be \$55 (Fifty -five dollars ) per receiver box.





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT # DPW 2023-15**

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

This Contract is made this 19th day of December 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 Stumpy's Tree Service, Inc., having a usual place of business at 190 Front Street, Ashland, MA 01721, hereinafter referred to as the "Contractor".

#### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to the Town to perform tree maintenance and removal work, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

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

5. Contract Term: The Contract Term is as follows: January 1, 2024 through December 31, 2025 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay an hourly rate for the Program (\$490/hr., \$230/hr., \$50/hr., and \$195/hr. depending on activity) in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care. 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 tree care industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:

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

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

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

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

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

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

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

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

*(Contractor)*

Medfield Select Board

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Town of Medfield, MA

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Mark G. Cerel, Town Attorney

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Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

---

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

---

Clerk of Corporation

SEAL

# ATTACHMENT

A



**TOWN OF MEDFIELD  
2024 - 2026: TREE WORK  
QUOTATION FORM**

**TO: Department of Public Works  
Town Hall – 459 Main Street  
Medfield, MA. 02052**

Gentlemen:

The undersigned, submits an hourly rate for the following in compliance with our specifications. **Quotations are due back to this office no later than December 8, 2023 by the end of the business day.**

1. Three men, Bucket Truck-65' to 70' height (with climber), Chipper (for tree work)  
(Includes 73' Aerial Lift with 20" Chipper & Rack Truck)  
(Includes 36 ton – 127 ft. Crane)

\$ 490 per hour  
**TWO YEAR QUOTATION PRICE**

2. Three men, Bucket Truck, Chipper (for brush removal)

\$ 230 per hour  
**TWO YEAR QUOTATION PRICE**

3. Stump Grinding, Loaming, Seeding

\$ 50 per hour  
**TWO YEAR QUOTATION PRICE**

4. Log Truck (10 wheeler) with Operator

\$ 195 per hour  
**TWO YEAR QUOTATION PRICE**

CERTIFICATE OF INSURANCE MUST BE ATTACHED:

YES

NO

SIGNED Curry

TITLE Operations Manager

COMPANY Stumpy's Tree Service

ADDRESS 190 Front St  
Ashland MA 01747

DATE: 12/7/23





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT CONTRACT # DPW 2023-16 STATE CONTRACT # (if applicable) \_\_\_\_\_

This Contract is made this 19th day of December 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 Green Mattress Recycling, LLC. having a usual place of business at 6 Industrial Road, Milford, MA 01747, hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform mattress recycling work, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish mattress recycling 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. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: January 1, 2023 through December 31, 2024 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay \$35.00 per piece (ex. mattress or box spring) for the Program with a \$400.00 transportation fee for each container load (approx. 50 mattresses) in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care. 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 mattress recycling 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. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations, as well as private industry standards, relating to proper transportation, recycling and disposal of mattresses and will comply fully therewith.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:

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

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

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

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

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

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

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

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

*(Contractor)*

Medfield Select Board

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Town of Medfield, MA

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

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

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

---

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

---

Clerk of Corporation

SEAL

# ATTACHMENT

A

144 Field St  
Brockton, MA  
02302  
Phone: 508-488-6867



DATE 11/22/2023  
Quotation # 840  
Customer ID

**Quotation For:**

*Quotation valid until: 12/31/2025*

Name Maurice Goulet

*Prepared by: Aaron Uehara*

Company Name Town of Medfield

Street Address 459 Main St

City, ST ZIP Code Medfield MA

Phone 508-906-3002

Email m goulet@medfield.net

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
50	Picked up unit	\$ 35.00	\$ 1,750.00
1	Transportation fee (per trip)	\$ 400.00	\$ 400.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
0	Non-recyclable Surcharge	\$ 10.00	\$ -
0	Rejectable Surcharge	\$ 15.00	\$ -
	Total		\$ 2,150.00
	Other		\$ -

\*\*\*A unit is a mattress or box spring, split box springs are considered two separate units\*\*\*

\*rejectable units are not eligible for pickup, and must be dropped off\*

If you have any questions concerning this quote, contact Aaron Uehara, 508-488-6867, pickup@greenmattressco.com.

**THANK YOU FOR YOUR BUSINESS!**





**AMENDMENT TO SERVICE AGREEMENT**  
**Town of Medfield**  
**Classification and Compensation - Extension Amendment**

This Amendment refers to the Service Agreement (“Agreement”) made on 10/25/2022 between the Town of Medfield, (Town) and the University of Massachusetts Boston (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

Whereas, the Agreement reads: “Section 2. Term. The Center will use reasonable efforts to provide professional services from the date of this agreement until December 30, 2023”;

Whereas, the Center is willing and able to continue providing the services described in the Agreement;

Whereas, the Town remains in need of said services; and,

Whereas, the Town and the Center wish to extend the period of the contract to June 30, 2024; now, it is agreed that:

UMass Boston and the Town of Medfield have caused this Amendment, extending the period of the contract from December 31, 2023 to June 30, 2024 to be executed by their duly authorized representatives as of the Effective Date.

**Town**

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**Edward J. Collins, Jr. Center for Public Management**

BY:   
Michael Ward

Michael Ward, Director

**UMass Boston**

BY: \_\_\_\_\_  
Shala Bonyun, Assistant Director of ORSP





October 20, 2023

**HAND DELIVERY**

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

BIDDER: DISH Wireless L.L.C.

**RE: MT. NEBO WIRELESS FACILITY BID – LEASING SPACE FOR WIRELESS COMMUNICATIONS ANTENNAS AND ASSOCIATED CABLING AND GROUND EQUIPMENT ON A STANDPIPE WATER TANK ON A PARCEL OF TOWN-OWNED LAND (38-015) OFF EASTMOUNT ROAD EAST OF THE TOWN CENTER AND KNOWN AS “MT. NEBO.”**

**BID OPENING: OCTOBER 20, 2023 at 11:00 A.M. (ET)**

Dear Sir/ Madam:

Enclosed please find one (1) original and (3) hard copies of the completed proposal package, which includes the following documentation:

- Submittal Statement;
- Secretary's Certificate;
- Proposal Summary;
- Cost Proposal;
- Certificate of Non-Collusion;
- Certification As To Compliance with Tax Laws;
- Disclosure of Beneficial Interests;
- Rider to Disclosure of Beneficial Interests;
- DISH Wireless L.L.C. Stockholder Disclosure Statement;
- Statement of Qualifications & Related Experience;
- FCC Licenses for FCC Registration Number 0025268459;
- Exhibit A- Bidders Equipment List;
- Bidder's Exhibit B – Site Plan; and
- Exceptions to RFP.

Please do not hesitate to contact our office if you have any questions with regard to the foregoing. Thank you for your assistance with this matter.

Very truly yours,  
*HaDisha S. Gordon*  
HaDisha S. Gordon

HaDisha S. Gordon  
Corporate Counsel-Northeast Region  
3 ADP Boulevard, Roseland, NJ 07068  
[hadisha.gordon@dish.com](mailto:hadisha.gordon@dish.com)  
Direct Dial: 973-436-4846

## **SUBMITTAL STATEMENT**

In response to this Request for Proposals, the applicant shall attach this statement to a transmittal cover letter on business letterhead and, if a corporation, attach a notarized, dated, vote of the corporation authorizing the Authorized Representatives(s) signing the submittal to do so on behalf of the corporation.\*

This Proposal is hereby submitted on or before October, 20th, 2023 at 11:00 a.m. by:

**DISH Wireless L.L.C.**

Name of Business (the "applicant")

**Doron Tauber**

Name of Contact Person (type or print)

**202-277-8104      doron.tauber@dish.com**

Contact Telephone Number and Email Address

Site Location: Off Hospital Road, Medfield, Massachusetts

This submittal consists of four copies of the following:

- a. A Transmittal Cover Letter with this Submittal "Statement".
- b. A "Proposal Summary" (Form 1)
- c. A "Cost Proposal" ( Form 2)
- d. A "Certificate of Non-Collusion (Form 3)
- e. A Certification of Compliance with Tax Laws (Form 4)
- f. A Disclosure of Beneficial Interests (Form 5)
- g. A Statement of Qualifications and Related Experience (Form 6)

This Proposal Response is a firm offer to lease the Proposed Hospital Road water Tank and site per the terms and purposes described in the Town's RFP. This offer shall remain open for a period of 45 days following written notice of Proposer selection.

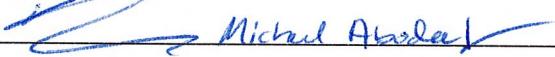
\*Please note that DISH Wireless L.L.C. is a limited liability company and for the purposes of the bid documents, references to "Corporation" shall mean, as applicable by the context, "DISH Wireless L.L.C." or "limited liability company".

The respondent agrees to protect, defend, indemnify and hold harmless the Town of Medfield from and against any liability, claims, or causes of action in favor of any party, arising directly or indirectly out of its Proposal, or resulting from negligence or any willful act or omission by the respondent, its subcontractors, agents or employees. The respondent agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.

Authorized Representative(s):

By:  Address: 9601 S. Meridian Blvd., Englewood, CO 80112

Title: Michael McGovern, Regional Vice President, Northeast Region Date: 10/17/23

Witness: 

Bidder: DISH Wireless L.L.C.

**PLEASE SEE ATTACHED SECRETARY'S CERTIFICATE  
AUTHORIZING MICHAEL MCGOVERN TO SIGN ON  
BEHALF OF DISH WIRELESS L.L.C.**



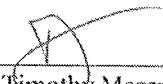
DISH Wireless L.L.C.

**SECRETARY'S CERTIFICATE**

I, Timothy Messner, Executive Vice President, General Counsel and Corporate Secretary of DISH Wireless L.L.C. (the "Company"), do hereby certify on behalf of the Company that Michael McGovern, Regional Vice President, Northeast Region, is duly authorized to sign municipal bids and all other documents related to the Company's deployment of wireless infrastructure on behalf of the Company.

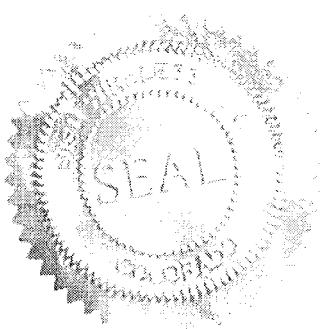
**IN WITNESS WHEREOF**, the undersigned has executed this Secretary's Certificate as of September 7, 2023.

**Company:** DISH Wireless L.L.C.

  
By: Timothy Messner

**Title:** Executive Vice President, General Counsel and Corporate Secretary

**CORPORATE SEAL**



FORM 1

**PROPOSAL SUMMARY**

Please provide no more than a two page summary of your proposal

BIDDER DISH Wireless L.L.C.

**PLEASE SEE ATTACHED PROPOSAL SUMMARY.**



October 20, 2023

Medfield Town Hall  
Attn: Select Board's Office  
459 Main Street  
Medfield, MA 02052

## PROPOSAL SUMMARY

**PROPOSAL OF:** **DISH Wireless L.L.C.**

**SITE ADDRESS:** **Mt. Nebo**

**SUBJECT:** **Lease of Space for Wireless Communications Antennas and Associated Cabling and Ground Equipment on a Standpipe Water Tank (“Structure”) on a Parcel of Town-Owned Land (38-015) off Eastmount Road East of the Town Center and Known as Mt. Nebo**

Dear Sir/Madam:

Kindly accept this letter to the Town of Medfield as DISH Wireless L.L.C.’s (“**DISH**”) proposal to lease the available equipment space at the communications site located off Eastmount Road east of the town center and known as Mt. Nebo (the “**Proposed Site**”).

### A. Information on the Proposer:

DISH is a Colorado limited liability company that is qualified to conduct business in the Commonwealth of Massachusetts. Its principal place of business is 9601 S. Meridian Blvd., Englewood, Colorado 80112 (720-500-7201), with its local offices at 603 West Street, Mansfield, Massachusetts 02048. DISH is a wholly owned subsidiary of DISH Wireless Holding L.L.C.

DISH Wireless Holding L.L.C. is a Colorado limited liability company with a registered address at 9601 S. Meridian Blvd., Englewood, CO 80112. DISH Wireless Holding L.L.C. is a wholly owned subsidiary of DISH Network Corporation (“**DNC**”).

DNC, a Nevada corporation with a registered address at 9601 S. Meridian Blvd., Englewood, CO 80112, is a publicly traded company whose Class A Common Stock is listed on the NASDAQ stock exchange under the ticker symbol “**DISH**”. As such, those periodic updates with respect to DNC’s financial position and certain positions with respect to DNC’s voting securities required by the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder are publically available at the website of the Securities and Exchange Commission located at [www.sec.gov](http://www.sec.gov) as well as at DNC’s investor relations website located at <https://ir.dish.com>



**B. Background of the Proposer:**

DISH and its affiliates offer nationwide prepaid and postpaid retail wireless services to subscribers primarily under our Boost Mobile®, Boost Infinite® and Gen Mobile® brands with 7.725 million wireless subscribers as of June 30, 2023.

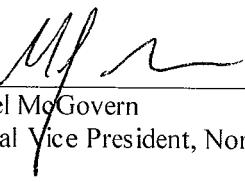
DISH and its affiliates have invested a total of over \$30 billion to acquire certain wireless spectrum licenses which are subject to certain build-out requirements. Specifically, DISH committed to the Federal Communications Commission to provide 5G broadband service covering 70% of the U.S. population by June 2023. DISH met this commitment through building out the nation's first cloud-native, Open Radio Access Network based 5G network (the "**DISH 5G Network**"). Specifically, as of June 14, 2023, DISH offered 5G broadband service to over 73% of the U.S. population, or more than 246 million Americans nationwide, and had deployed over 16,000 5G cell sites. The DISH 5G Network offers consumer benefits associated with increased market competition in the wireless space. Such benefits include increased consumer choice and competitive monthly rates, the addition of new jobs related to network installation, construction and retail sales, better access to virtualized healthcare and classroom opportunities, and greater overall connectivity, including such connectivity for police, fire and emergency services. The Proposed Site will be one of the over 16,000 sites supporting the DISH 5G Network.

**C. Proposed Installation and Equipment:**

DISH is proposing to install six (6) antennas mounted on an existing antenna mount, twelve (12) remote radio units and three (3) OVP boxes on the existing standpipe water tank as well as one (1) equipment cabinet within a 35 sq. ft. leased area at grade together with other ancillary equipment. Please see the attached plans/drawings prepared by NB+C Engineering Services, LLC dated June 16, 2023 with additional equipment details.

We look forward to your partnership in moving the wireless industry forward for the benefit of the Town of Medfield, your constituents, and the nation as a whole.

Sincerely,  
DISH Wireless L.L.C.

  
\_\_\_\_\_  
Michael McGovern  
Regional Vice President, Northeast Region

## Form 2

**COST PROPOSAL**

Column III – “Proposed Base” is required. If a higher escalator is proposed than the 2.5% calculated into Column II – “Minimum Base”, please indicate. Column IV – “Added Compensation” is not required unless you are proposing such compensation as described below. Add the “Proposed Base” and any ‘Added Compensation’ and place into Column V – “Total Value” column.

Proposed Escalator: (shall be at least 2.5%) **2.5%**

Year	Minimum Base	Proposed Base	Added Compensation	Total Value
1	\$45,000	\$45,000		\$45,000
2	\$46,125	\$46,125		\$46,125
3	\$47,278	\$47,278		\$47,278
4	\$48,460			\$48,460
5	\$49,672	\$49,672		\$49,672
6	\$50,913	\$50,913		\$50,913
7	\$52,186	\$52,186		\$52,186
8	\$53,491	\$53,491		\$53,491
9	\$54,828	\$54,828		\$54,828
10	\$56,199	\$56,199		\$56,199
11	\$57,604	\$57,604		\$57,604
12	\$59,044	\$59,044		\$59,044
13	\$60,520	\$60,520		\$60,520
14	\$62,033	\$62,033		\$62,033
15	\$63,584	\$63,584		\$63,584
16	\$65,173	\$65,173		\$65,173
17	\$66,803	\$66,803		\$66,803
18	\$68,473	\$68,473		\$68,473
19	\$70,185	\$70,185		\$70,185
20	\$71,939	\$71,939		\$71,939

A Schedule of “added Compensation”, if proposed, shall be attached to this Form 2 and shall describe any such proposal in sufficient detail. Including the year assigned as “added Compensation” and basis for computing attributed value. Examples of “Added Compensation” are, but are not limited to, the waiver of monthly charges for cellular phone use for a specified number of units, the provision of specifies equipment, running cable between municipal

facilities, a funding donation for a specific program, or contracting to provide a physical infrastructure improvement.

BIDDER: DISH Wireless L.L.C.

BY: 

TITLE: Michael McGovern, Regional Vice President, Northeast Region

DATE: 10/17/23

FORM 3

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this proposal for an ANTENNA LEASE has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

  
(Signature of person signing proposal)  
Michael McGovern, Regional Vice President, Northeast Region

By: DISH Wireless L.L.C.  
(Name of Bidder)

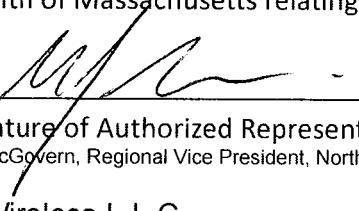
Date: 10/17/23

FORM 4

**CERTIFICATION AS TO COMPLIANCE WITH TAX LAWS**

I, Michael McGovern, Regional Vice President, Northeast Region,  
the duly authorized representative of DISH Wireless L.L.C.,

Certify under the pains and penalties of perjury that it has complied with all laws of the  
Commonwealth of Massachusetts relating to taxes.

By: 

Signature of Authorized Representative  
Michael McGovern, Regional Vice President, Northeast Region

For: DISH Wireless L.L.C.

Date: 10/17/23

FORM 5

**DISCLOSURE OF BENEFICIAL INTERESTS**

The undersigned certifies under penalties of perjury that this proposal for an ANTENNA LEASE has been made and submitted with the below as required by chapter 7, section 40J of the General Laws.

The following names and addresses represent all persons who have or will have a direct or indirect beneficial interest in the above identified parcel, if the Town of Medfield offers to lease the parcel to the undersigned:

<u>Name</u>	<u>Address</u>
DISH Wireless L.L.C.*	9601 S. Meridian Blvd., Englewood, CO 80112 (legal address) 603 West Street, Mansfield, MA 02048 (local office)
Town of Medfield	459 Main Street, Medfield, MA 02052

BIDDER: DISH Wireless L.L.C.

BY: 

TITLE: Michael McGovern, Regional Vice President, Northeast Region

DATE: 10/17/23

\* See attached Rider enclosed at the end of this form.

## **RIDER TO DISCLOSURE OF BENEFICIAL INTERESTS**

DISH would note that: 1) DISH lacks knowledge of any person other than DISH and the Town of Medfield that has a direct or indirect beneficial interest in the subject real property and accordingly cannot provide the name and address of any such person; 2) DISH plans on constructing the site that is the subject of the proposed lease utilizing a third party general contractor which to the best of DISH's present knowledge and belief has no direct or indirect beneficial interest in the subject real property; 3) other than an agreement with such third party general contractor to construct the proposed site, DISH has not entered into any written or oral agreement with any person with respect to the proposed lease or any matter related thereto. Please see the attached Stockholder Disclosure Statement for beneficial ownership of DISH's ultimate parent entity.

**STOCKHOLDER DISCLOSURE**  
**STATEMENT DISH WIRELESS L.L.C.**

**9601 S. Meridian  
Boulevard**  
**Englewood, CO 80112**

DISH Wireless L.L.C. (“**DISH**”) is a Colorado limited liability company with a registered address at 9601 S. Meridian Blvd., Englewood, CO 80112. DISH is a wholly owned subsidiary of DISH Wireless Holding L.L.C.

DISH Wireless Holding L.L.C. is a Colorado limited liability company with a registered address at 9601 S. Meridian Blvd., Englewood, CO 80112. DISH Wireless Holding L.L.C. is a wholly owned subsidiary of DISH Network Corporation (“**DNC**”).

DNC, a Nevada corporation with a registered address at 9601 S. Meridian Blvd., Englewood, CO 80112, is a publicly traded company whose Class A Common Stock is listed on the NASDAQ stock exchange under the ticker symbol “DISH”. As such, periodic updates with respect to ownership of DNC securities required by the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder are publicly available at the website of the Securities and Exchange Commission located at [www.sec.gov](http://www.sec.gov) (the “**SEC Filings**”). The below sets forth, to the best of our present knowledge and belief, as of October 10, 2023 those persons (as defined by 17 CFR § 240.13d-1) with a beneficial ownership of ten percent or greater of DNC’s Class A Common Stock (on an as converted basis); provided that the below is qualified in its entirety by any and all applicable disclosures made in DNC’s SEC Filings.

<b>Person</b>	<b>Address</b>
Charles W. Egen	9601 S. Meridian Blvd., Englewood, CO 80112
Cansey M. Egen	9601 S. Meridian Blvd., Englewood, CO 80112
Dodge & Cox	555 California Street, 40th Floor, San Francisco, CA 94104
BlackRock, Inc.	50 Hudson Yards, New York, NY 10001

**STATEMENT OF QUALIFICATIONS & RELATED EXPERIENCE**

1. Identify the Proposer and the Personal Wireless Services it Provides in Massachusetts, including reference to any FCC licenses it holds to provide such services:

PLEASE SEE SEPARATE SHEET ENCLOSED AT THE END OF THIS FORM.

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2. List the name, address and telephone number of the assigned project manager:

Doron Tauber, 8830 Stanford Blvd., Bldg 3, Ste 160, Columbia, MD 21045, (202) 277-8104

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3. For the preceding two (2) years, attach a list of similar antenna installations made by your company. Include site addresses and contact person names and telephone numbers for each landlord. Provide a similar list of all current lease relationships with municipalities.

PLEASE SEE SEPARATE SHEET ENCLOSED AT THE END OF THIS FORM.

4. Describe any pending litigation involving the Proposer, any suspension or termination of a contract or any fines, penalties, or citations received by the Proposer over the last two (2) years.

PLEASE SEE SEPARATE SHEET ENCLOSED AT THE END OF THIS FORM.

**STATEMENT OF QUALIFICATIONS & RELATED EXPERIENCE**  
**RESPONSES**

1. Kindly see Section B of the Proposal Summary, which includes background information on DISH Wireless L.L.C. ("DISH") and its buildout efforts across the nation. Further, we hold FCC Licenses for FCC Federal Registration Number 0025268459. We look forward to your partnership in moving the wireless industry forward for the benefit of the Town of Medfield, your constituents, and the nation as a whole.

3. List of similar antenna installations:

Reference Location	Reference Company	Reference Contact Number
82 Coffey Hill Road, Ware, MA	Crown Castle	877-486-9377
1352 West Street, Amherst, MA	Crown Castle	877-486-9377
400 Peterson Street, Palmer, MA	American Tower	877-282-7483

DISH is in the process of building out the nation's first cloud-native Open Radio Access Network. As a part of this build, DISH has entered into several agreements and made relationships with various municipalities across the nation. For the purpose of this question 3, we limited the list below to relationships we have with municipalities in Massachusetts.

Reference Location	Reference Contact Person	Reference Contact Number
0 Pzego Circle, Peabody, MA	Michael Solimine	781-922-2630
40 Auburn Street, Reading, MA	Town of Reading Water Dept,	781-942-9092
10 Plymouth Lane, Swampscott, MA 01907	Sean Fitzgerald	781-596-8860

4. DISH Wireless L.L.C. ("DISH") and its affiliates have entered into thousands of commercial agreements over the years and occasionally are involved in disputes relating to a party's performance under such agreements. However, DISH's ultimate parent company, DISH Network Corporation ("DNC"), is a publicly traded on the NASDAQ stock exchange and, as such, DNC makes periodic filings with the United States Securities Exchange Commission ("SEC") of which several filings include descriptions of the material litigation that DNC and its subsidiaries are involved in, including contract disputes. These filings are available on the SEC's website at <https://dish.gcs-web.com/financial-information/sec-filings>. For the purpose of this question 4, DISH is limiting its response to contracts in the State of Massachusetts that are consistent with the subject of this request for proposals, of which, DISH is not involved in any pending litigation, any suspension or termination of a contract or any fines, penalties, or citations within the last two (2) years.

**REFERENCE COPY**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission**

Wireless Telecommunications Bureau

**RADIO STATION AUTHORIZATION**

LICENSEE: PARKERB.COM WIRELESS L.L.C.

ATTN: JEFFREY BLUM  
PARKERB.COM WIRELESS L.L.C.  
PO BOX 6663  
ENGELWOOD, CO 80155

Call Sign	File Number
WQZM631	
Radio Service	
WT - 600 MHz Band	

FCC Registration Number (FRN): 0025268459

Grant Date	Effective Date	Expiration Date	Print Date
06-14-2017	09-11-2020	06-14-2029	
Market Number	Channel Block	Sub-Market Designator	
PEA007	F	0	
Market Name			
Boston, MA			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
	06-14-2025		

**Waivers/Conditions:**

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H), as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** PARKERB.COM WIRELESS L.L.C.

**Call Sign:** WQZM631

**File Number:**

**Print Date:**

**Special Condition 1a (9/11/2020):** DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at <https://www.3gpp.org/release-15>, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

**Special Condition 1b (9/11/2020): Final Buildout Requirement.** With respect to this 600 MHz Band license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2025 to at least seventy (75) percent of the population in the license area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this 600 MHz Band license, this authorization shall terminate automatically without Commission action. See § 27.14(t)(4).

**Special Condition 1c (9/11/2020):** DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

**Special Condition 1d (9/11/2020):** Until September 11, 2026, licensee shall not (1) sell this license without the advance approval of both the FCC and the U.S. Department of Justice or (2) in any 12-month period provide in the Partial Economic Area of this license more than 35% of the capacity of its 5G network to any of the three largest wireless facilities-based providers (alone or in combination) without prior FCC approval. Sell means (i) to transfer, assign, or dispose of this license in any manner either directly or indirectly; or (ii) to transfer control of an entity holding this license; or (iii) to enter into a lease arrangement or any other arrangement that results in the transfer of de jure or de facto control of this license.

**Licensee Name:** PARKERB.COM WIRELESS L.L.C.

**Call Sign:** WQZM631

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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**REFERENCE COPY**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



## **Federal Communications Commission** **Wireless Telecommunications Bureau**

### **RADIO STATION AUTHORIZATION**

LICENSEE: PARKERB.COM WIRELESS L.L.C.

ATTN: JEFFREY BLUM  
PARKERB.COM WIRELESS L.L.C.  
PO BOX 6663  
ENGELWOOD, CO 80155

Call Sign WQZM632	File Number
Radio Service WT - 600 MHz Band	

FCC Registration Number (FRN): 0025268459

Grant Date 06-14-2017	Effective Date 09-11-2020	Expiration Date 06-14-2029	Print Date
Market Number PEA007	Channel Block G		Sub-Market Designator 0
Market Name Boston, MA			
1st Build-out Date	2nd Build-out Date 06-14-2025	3rd Build-out Date	4th Build-out Date

**Waivers/Conditions:**

Special Condition 1 (9/11/2020): Licensee is an indirect, wholly owned subsidiary of DISH Network Corporation (DISH). This license is subject to licensee's compliance with the conditions and restrictions imposed by the Commission in MO&O, Declaratory Ruling and Order of Proposed Modification, FCC 19-103 and the commitments made by DISH in its July 26, 2019 Commitments Letter including Attachment A thereto (see, e.g., FCC 19-103 at App. H), as modified by the Commission, both of which are incorporated by reference into and made operative by Order of Modification and Extension of Time to Construct, DA 20-1072 (WTB Sept. 11, 2020). These conditions, restrictions and commitments include, but are not limited to, the following (see FCC 19-103 and DA 20-1072 for further information):

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** PARKERB.COM WIRELESS L.L.C.

**Call Sign:** WQZM632

**File Number:**

**Print Date:**

**Special Condition 1a (9/11/2020):** DISH is obligated to provide 5G Broadband Service over this license. DISH has waived its rights to use this license under the Commission's flexible-use policies and this license is expressly conditioned on DISH building, deploying, and offering 5G Broadband Service, which means at least 3GPP Release 15 capable of providing Enhanced Mobile Broadband (eMBB) functionality. 5G is defined as the 5G New Radio interface standard as described in 3GPP Release 15, available at <https://www.3gpp.org/release-15>, or 3GPP Release 16 within 3 years of 3GPP final approval. This condition does not preclude DISH from providing IoT as a service in addition to the 5G Broadband Service, but DISH is precluded from relying on IoT (or any other non-5G Broadband Service) operations to satisfy its buildout requirements and commitments.

**Special Condition 1b (9/11/2020): Final Buildout Requirement.** With respect to this 600 MHz Band license, licensee shall provide 5G Broadband Service coverage and offer 5G Broadband Service by 6/14/2025 to at least seventy (75) percent of the population in the license area. If licensee fails to establish that it meets this Final Buildout Requirement with respect to this 600 MHz Band license, this authorization shall terminate automatically without Commission action. See § 27.14(t)(4).

**Special Condition 1c (9/11/2020):** DISH has committed to make significant payments to the U.S. Treasury if it does not meet its deployment commitments and that commitment is a condition of the waiver/extension grant and modification of this license in DA 20-1072. These commitments include, but are not limited to, mandatory monetary payments for failure to meet deployment commitments (that are separate from the final buildout requirements), status reports, and verification metrics. If DISH fails to meet the conditions of these grants, it must make the payments required. In addition to mandatory monetary payments (and license cancellations), DISH continues to be subject to all of the Commission's other enforcement and regulatory powers for failing to meet any condition of the grants and modifications made on 9/11/2020.

**Special Condition 1d (9/11/2020):** Until September 11, 2026, licensee shall not (1) sell this license without the advance approval of both the FCC and the U.S. Department of Justice or (2) in any 12-month period provide in the Partial Economic Area of this license more than 35% of the capacity of its 5G network to any of the three largest wireless facilities-based providers (alone or in combination) without prior FCC approval. Sell means (i) to transfer, assign, or dispose of this license in any manner either directly or indirectly; or (ii) to transfer control of an entity holding this license; or (iii) to enter into a lease arrangement or any other arrangement that results in the transfer of de jure or de facto control of this license.

**Licensee Name:** PARKERB.COM WIRELESS L.L.C.

**Call Sign:** WQZM632

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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## **EXHIBIT A**

### **BIDDERS EQUIPMENT LIST**

TENANT shall have the right to place the following equipment on TOWN's Tower including all necessary attachments for mounting antennae, coax and other related appurtenances (Collectively, "Attachments"). TENANT shall have the right to repair, replace, and/or modify said Attachments within the scope of the lease and any permits issued. Whenever the TENANT is placing, mounting, repairing or modifying any of the above equipment, the TENANT shall consult, at the TENANT's expense, with the TOWN's water tower consultant to ensure that the tower and appurtenant equipment, and the Town of Medfield public water supply is protected at all times from damage and/or contamination. If any damage or contamination does occur as a result of the TENANT's use or occupancy of the tower and/or the site, it shall be responsible for removing and replacing any and all of its equipment on the Tower and site, when it is necessary for the Town to paint, sand or repair the Tower and shall cooperate with the Town in accessing the Tower or the Site, as necessary to paint, maintain, sand, repair or access the Tower or Site to conduct tests, or to take samples of water, soil, paint, etc.

**ATTACH EQUIPMENT LIST**

**PLEASE SEE ATTACHED SCOPE OF WORK.**

## SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

### TOWER SCOPE OF WORK:

- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
- INSTALL PROPOSED JUMPERS
- INSTALL (6) PROPOSED RRUs (2 PER SECTOR)
- INSTALL (3) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) (1 PER SECTOR)
- INSTALL (3) PROPOSED HYBRID CABLES (1 PER SECTOR)
- INSTALL (3) DOUBLE Z-BRACKETS (1 PER SECTOR)

### GROUND SCOPE OF WORK:

- INSTALL (1) PROPOSED METAL PLATFORM WITH H-FRAME
- INSTALL (1) PROPOSED PPC CABINET
- INSTALL (1) PROPOSED EQUIPMENT CABINET
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED GROUNDING CONDUIT
- INSTALL (1) PROPOSED TELCO-FIBER BOX
- INSTALL (1) PROPOSED GPS UNIT
- INSTALL (1) PROPOSED FIBER NID (IF REQUIRED)

## **BIDDERS EXHIBIT B**

Site Plan of any Land and/or Buildings(s), with proposed location of bidder's ground facility, plus a list of any Equipment on said Land or in said Building(s) to be included in the Lease.

ATTACH SITE PLAN

**SEE ATTACHED SITE PLAN BY NB+C ENGINEERING SERVICES, LLC  
DATED 6/16/23.**





**DISH WIRELESS L.L.C. (“DISH”)**

**EXCEPTIONS TO RFP**

**MT. NEBO WIRELESS FACILITY BID-LEASING SPACE FOR WIRELESS  
COMMUNICATIONS ANTENNAS AND ASSOCIATED CABLING AND GROUND  
EQUIPMENT ON A STANDPIPE WATER TANK ON A PARCEL OF TOWN-OWNED  
LAND (38-015) OFF EASTMOUNT ROAD EAST OF THE TOWN CENTER AND  
KNOWN AS “MT. NEBO”**

**Due Date: October 20, 2023**

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Please accept this DISH Wireless L.L.C. (“DISH”) request for proposal regarding the above-referenced property. This bid is submitted with the following exceptions. The parties will diligently work together in good faith to finalize and execute a mutually agreed upon lease agreement:

**Lease Agreement**

1. **Paragraph 2-Term**- Please revise the first sentence to read as follows:

“The initial lease term is ten (10) years (the “**Initial Term**”) commencing the first day of the month following Tenant’s receipt of the building permit (“**Commencement Date**”).”

2. **Paragraph 2-Term**- Please revise the first sentence to read as follows:

“The initial annual rent to be paid by Tenant to Landlord is (figure pending negotiation), which Tenant shall pay in equal monthly installments of (figure pending negotiation) beginning on the Commencement Date and continuing through the term of this Agreement.”

3. **Paragraph 2-Term**- Please add the following sentence to the end of the paragraph:

“The first Rent payment shall be made within thirty (30) business days of the Commencement Date, with subsequent Rent payable by the fifth (5<sup>th</sup>) day of each month.”

4. **Paragraph 8-Co-Location**-Please delete the last sentence and replace with:

“If interference continues for a period more than forty-eight (48) hours following a Party’s receipt of notification thereof, then either Party shall cause any interfering party to cease operating, and/or relocate, the source of interference, or to reduce the power sufficiently to minimize the Interference until such interference can be remedied.”

5. **Paragraph 9Assignment/Subletting**- 7<sup>th</sup> line, please delete and replace with the following:

“Except as set forth above, Tenant shall not assign this Agreement to any transferee/assignee whose net worth on the day immediately preceding such assignment, sale or transfer is less than the net worth of Tenant on the date hereof or the day immediately preceding such sale, assignment or transfer.”

6. **Paragraph 15d.-Specific Provisions Relating to Water Tower/Public Water Supply-**  
4<sup>th</sup> line, please delete and replace “five (5)” with “one (1)” year.
7. **Paragraph 16-Tower Compliance**- Please add the following to the next paragraph in this section:

“The Parties acknowledge and agree that Tenant’s ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the “**Governmental Approvals**”). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant’s sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant’s efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant’s ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant’s sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the “**Contingencies**”), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord’s affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days’ Notice to Landlord without penalty or further obligation to Landlord (or Landlord’s affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).”

8. **Paragraph 18- Tenant’s Default and Landlord Remedies**-2<sup>nd</sup> line, please delete and replace ten (10) with twenty (20) days.
9. **Paragraph 18- Tenant’s Default and Landlord Remedies**-starting at the 13<sup>th</sup> line, please delete and replace to match the following:

“...the Municipality lawfully may or at any time thereafter upon thirty (30) days written notice enter upon the Premises or any part thereof in the name of the

whole and repossess the same, including all equipment and trade fixtures therein and/or annexed hereto.....”





**Document Scanning Proposal  
For  
Town of Medfield, MA  
Phase I, II, III:  
ZBA, Before Year 2000 Files**

**Submitted: October 25, 2023**

**Submitted By: Laurie Green  
Business Development Manager  
eBiz Docs, Inc.  
(518) 456-1011  
[lgreen@ebizdocs.com](mailto:lgreen@ebizdocs.com)**

# Statement of Services

## Scope of Work

### 1.0 OBJECTIVE

The objective of this proposal is to provide preparation and document scanning of Planning Department records for the Town of Medfield, MA. The project will be converted in our Menands, New York production facility according to the requirements detailed in this Statement of Work.

eBizDocs Team will work closely with the designated representatives from the Town of Medfield throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

### 2.0 SUMMARY OF CONTENTS

The following sections are included in this SOW:

Production Contacts  
Pickup and Delivery  
Conversion Services  
Transmission of Images  
Post Scan Indexing  
Delivery and File Back-up  
Facility, Production and QC Overview  
Pricing Schedules

### 3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following eBizDocs individuals, who will be responsible for completion of production activities.

1. Kara Heniges (518) 456-1011	Project Manager
2. Ken Major (518) 456-1011	Network Systems Analyst
3. Laurie Green (518) 456-1011	Business Development Manager

### 4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

The City of Peekskill will box all records for pick-up by driver and delivery to eBizDocs's production facility in Menands. Shipment, schedules and volume of boxes to be determined. Based upon the supplied image volumes, eBizDocs anticipates the production time on this project to be 120 to 180 days from the date of pick-up.

- All records must be placed in sturdy banker type/cardboard boxes
- No ripped or torn boxes will be accepted.
- All boxes must be placed on the first floor for pickup.

## **5.0 DOCUMENT PREPARATION**

Document preparation will be needed to remove staples, paperclips, sticky notes and documents from books prior to scanning and will be completed by EBD.

Items will not be placed back into folders/subfolders but kept in the scan batch format after scanning.

## **6.0 CONVERSION SERVICES**

Documents will be scanned at 300 DPI to black and white TIFF images

- Scan in order received
- Can cut and scan folders to read tab
- If there's a date separator, separate by date on tab
- Large formats can be grouped and imaged together
- Place documents back in cut folder
- Documents not larger than E size

eBizDocs is not able to improve the quality of a poor original. If poor quality originals are found, a "Best Image Available" document may be scanned prior to the original imaged document.

## **7.0 TRANSMISSION OF IMAGES**

Data will be transmitted to ICC for upload into Laserfiche software.

NOTE: Load fees into LF are not included in this proposal and will be provided separately by ICC.

## **8.0 POST-SCANNING INDEXING & ORGANIZING**

General Code will index as follows for the ZBA Files:

- Address, Block and Lot (merge file will be supplied)

## **9.0 IMAGE RETRIEVALS DURING PRODUCTION**

While the Records are at eBizDocs during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from the Town of Medfield can be made via email and delivered via email, FTP, FedEx or UPS. The cost to retrieve would be \$19.00 per retrieval plus the imaging fee.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

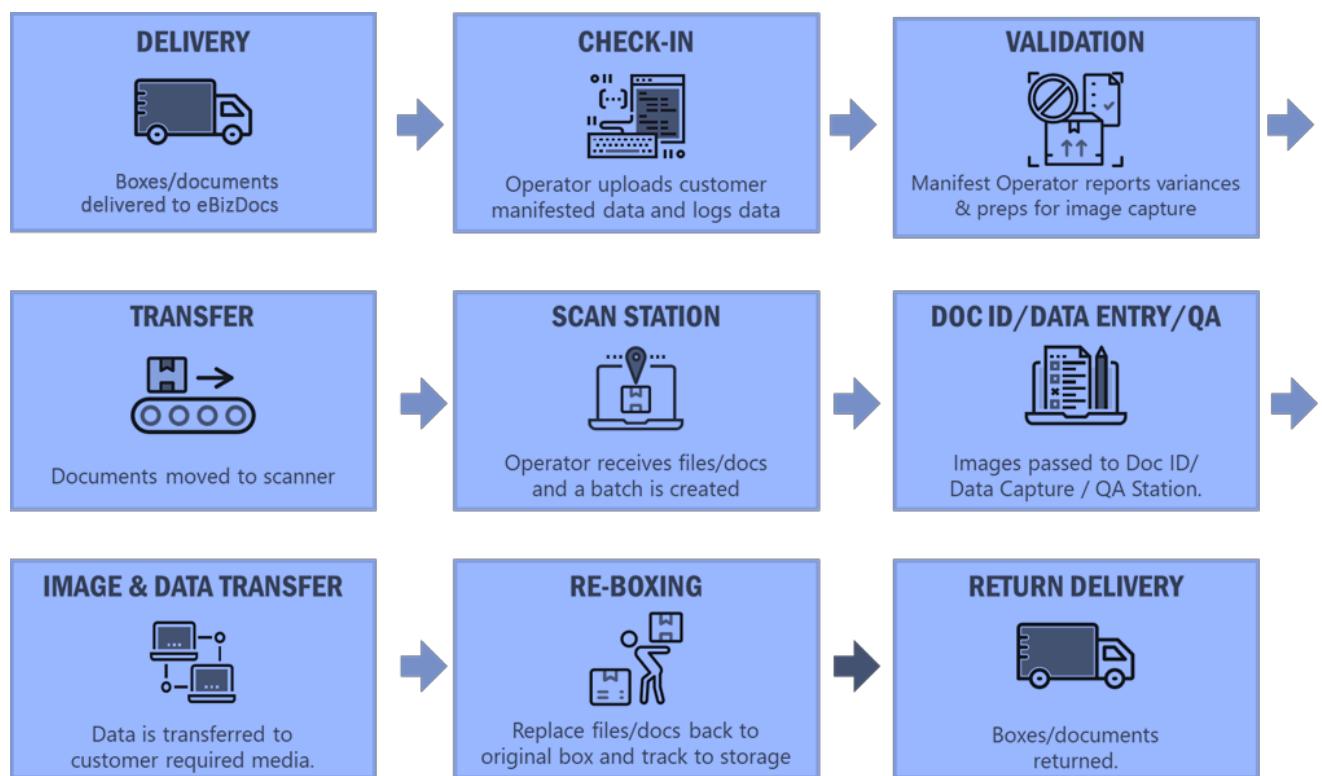
## **10.0 SERVICE LEVEL AND RETENTION**

Documents will be returned to the Town of Medfield once scanning is complete.

## 11.0 PRODUCTION PLANNING AND PROCESS CONTROL ACTIVITIES

The Production phase commences with the transfer of project knowledge from ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness, and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



**The following are examples of quality measures within the project:**

#### **Document Preparation - Paper Audit (If warranted)**

- EBD will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

#### **Scanning – Attended Mode QC**

- Scan in “Attended Mode” to assure that the best quality image is rendered.
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While “attended mode” scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- EBD utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

#### **Image Clean-up Processes**

- Image processing includes de-skew, de-speckle, black border removal and crop.
- EBD utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

#### **Post Scan Automated QC**

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition, other steps are typically introduced which may include:
- Manually review blank backs and delete.

#### **Post Scan Visual QC**

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

#### **Workflow Quality Control**

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

#### **Post Release QC**

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

**Pricing Summary**  
**Town of Medfield**  
**Phase I, II, III**  
**ZBA and Planning Board Files**

Department	Boxes (standard size)	Folders	Quantity
<b><u>Planning Department</u></b>			
ZBA and Planning Board Files	24	800	
Images <= 11x17			48,000
Images > 11x17			3,200
Sub-division	18	450	
Images <= 11x17			112,500
Images > 11x17			2,250
ZBA - Before year 2000	30	1,000	
Images <= 11x17			50,000
Images > 11x17			4,000
Retrievals (estimated)			20
Transports			4

**Notes:** Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

EBD expects documents to be in orderly condition, not damaged by water or other contaminates, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted.

The Town of Medfield shall be billed throughout the course of the project over no more than 4 invoices. Each invoice will be billed in \$5,250 scan units and represent roughly 25% of the project estimate. Each invoice, except for the final, will be billed for a whole number of scan units. The final invoice will be billed at the completion of the project and may be billed in a fractionated scan unit up to 3 decimal places.

# Town of Medfield, MA

## Document Processing

December 7, 2023

Valid for 6 months



### *Document Management Solution*

### *Scanned Image Indexing and Processing Services*

Bruce Cadman  
Solutions Account Executive  
518-441-6496  
[BCadman@generalcode.com](mailto:BCadman@generalcode.com)

## **DOCUMENT CONVERSION / PROJECT DELIVERABLES / INVESTMENT DETAIL**

### **DOCUMENT CONVERSION PROJECT**

Reference is made to the Document Scanning Proposal between eBizDocs and the **Town of Medfield, MA**.

### **PROJECT DELIVERABLES**

The following deliverables are included in your project pricing. As we do not have the proposal from our vendor partner, eBizDocs, this price is based solely on the information /assumptions as set forth below.

- The document conversion services associated with the project will be performed by eBizDocs,
- Upon completion of the scanning portion of the project by eBizDocs, eBizDocs will upload the image files to ICC-CDS, LLC.
- Once received from eBizDocs, ICC-CDS, LLC will process the images and index data into Laserfiche Viewer format and upload same onto Laserfiche system, if owned.
- ICC-CDS, LLC is not responsible for the accuracy and quality of the images (e.g., black borders, skewed images, blurry images, non-legible images, etc.), or other errors on the scanning portion provided to ICC-CDS, LLC by eBizDocs.
- For keying/indexing services provided by ICC-CDS, ICC-CDS will accurately transcribe values as they appear on the original documents and will not be held responsible for any spelling errors contained therein.
- ICC-CDS will index documents exactly as they appear on the original documents unless otherwise stated. ICC-CDS is not responsible for inconsistencies throughout the index data (for example, where some street suffixes may be abbreviated while others are fully spelled out).
- Laserfiche Viewer formatted documents will be provided via secure FTP link. One (1) copy of the Laserfiche Viewer can be provided on removable media, upon request.

### **PROJECT MANAGEMENT AND OTHER SERVICES**

- Our charge includes project management and assumes that all the documents contained in this project will be imaged and provided by eBizDocs to ICC-CDS, LLC.
- Project Management will include job setup, creation of file structures and databases (as applicable) and Laserfiche Viewer containing images and data on removable media.
- Placement of the shipped documents in your repository will be performed as a courtesy service upon request.
- Schedule the placement of the documents into your Laserfiche repository by contacting our Laserfiche Helpdesk at - [LFSupport@icc-cds.com](mailto:LFSupport@icc-cds.com)

## INVESTMENT DETAIL

Medfield, MA				
	Est. of Images	Est. of Documents	Unit Price	Extended Price
<b>Document Keying/Indexing</b> on selected documents for population of template fields, creation of document naming and folder structure.		2,250	\$ 0.09	\$ 202.50
<b>Data Processing/Upload services</b> on all records into Laserfiche, including applying templates and indexing to images, file naming and folder structure creation.	219,950			\$ 10,100.00
<b>Delivery Fee</b> per delivery for publishing data in Laserfiche Viewer format, shipping, and upload into customers Laserfiche system (if owned)		3	\$ 300.00	\$ 900.00
<b>Project Management and other Related Services</b> including job setup, creation of file structures and database applicable).			(as	<i>Included in per-image price</i>
<b>Total Indexing, Processing/Upload Pricing:</b>				\$ 11,202.50

Our price is based upon the information set forth above and is valid for six months.

## Document Indexing/Processing Specifications

Document Type / Description	Est. of images	Est. of Documents
<b>Phase I</b>	51,200	800
Index Field(s)/Keying	Address, Block and Lot	
Who is Keying/Indexing	ICC-CDS	
Document Naming Convention	TBD	
Document Organization (Folders)	TBD	
Microfilm needed?		
Comments / Special Instructions		

## Document Indexing/Processing Specifications

Document Type / Description	Est. of images	Est. of Documents
<b>Phase II</b>	114,750	450
Index Field(s)/Keying	Address, Block and Lot	
Who is Keying/Indexing	ICC-CDS	
Document Naming Convention	TBD	
Document Organization (Folders)	TBD	
Microfilm needed?		
Comments / Special Instructions		

## Document Indexing/Processing Specifications

Document Type / Description	Est. of images	Est. of Documents
<b>Phase III</b>	54,000	1,000
Index Field(s)/Keying	Address, Block and Lot	
Who is Keying/Indexing	ICC-CDS	
Document Naming Convention	TBD	
Document Organization (Folders)	TBD	
Microfilm needed?		
Comments / Special Instructions		

## AUTHORIZATION & AGREEMENT

**Town of Medfield**, hereby agrees to the procedures outlined above, to ICC-CDS, LLC's Document Management Solution Terms & Conditions which are available at <http://cms.generalcode.com/terms-conditions> and are incorporated herein by reference as they apply to this proposal, and authorizes ICC-CDS, LLC to proceed with the project.

**Payment Schedule:** ICC CDS will invoice you upon converting the scanned images into the Laserfiche format and shipping the digital images to you – i.e. as each service "batch" is completed

**Performance Schedule:**

The project will be completed within 90 days of ICC-CDS, LLC's receipt from eBizDocs of all materials necessary to complete the project.

---

**(Client please fill out)** Invoice for this Project to be sent to:

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

Contact Name: \_\_\_\_\_

Project Lead: \_\_\_\_\_

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

*(Please let us know who to contact to begin your project)*

---

### TOWN OF MEDFIELD, MA

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

In the Presence of: \_\_\_\_\_

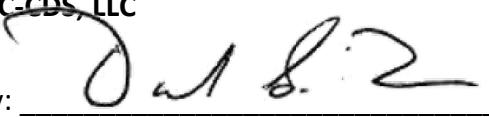
Title: \_\_\_\_\_

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

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

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

ICC-CDS, LLC

By: 

In the Presence of: 

Title: \_\_\_\_\_ General Manager

Title: \_\_\_\_\_ Proposal & Inside Sales

11/14/23

11/14/23

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

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

**To Authorize the Project:**

1. *Sign the Proposal*
2. *Fax or email the Authorization & Agreement Section only to: [ICCCDS@generalcode.com](mailto:ICCCDS@generalcode.com) • fax (585) 328-8189*
3. *Mail the signed Proposal to ICC-CDS, LLC at: 781 Elmgrove Road • Rochester, NY 14624*

*Upon request, ICC-CDS, LLC can mail a signed copy of this agreement back to the Municipality for its records.*

**Town of Medfield**  
**Norfolk County**

**Enterprise Content Management System - Cloud**

December 7, 2023

Valid for 30 days



Bruce Cadman  
Director of Sales  
518-441-6496  
[BCadman@icc-cds.com](mailto:BCadman@icc-cds.com)

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## LASERFICHE CLOUD LICENSE OVERVIEW

The Laserfiche Cloud license introduces a straightforward software license that includes a wide variety of features to benefit all departments of the municipality. All of this is hosted on Amazon Web Services, so no internal IT resources are required.

While many features and functionality are available, listed below, we start with the described base package and provide training and resources to get you started. As you become more familiar, we can add automation, integrations with 3<sup>rd</sup> party applications and more.

### Laserfiche Cloud Features

Cloud Features	Professional	Cloud Add-Ons	Professional
Packages start at (can add to each package)	\$4,150 for 5 users	SDK	+
100 GB storage per user	✓	QuickAgent Fields Complete with Agent	10 (+)
Document Management	✓	Workflow Bots for Process Automation	1 (+)
Audit Trail	Starter (+)	Public Portal	+
Direct Share	✓	Forms Portal	+
Data Encrypted at Rest	✓	Participant Users	+
Autoscaling of Computing and Storage	✓	Community Users	+
Automated and Encrypted Backups	✓	Smart Invoice Capture	+
Intrusion Detection	✓	Vault	+
Automated Feature/Security Updates	✓	Additional Storage	+
Automated Text Extraction	✓	ScanConnect	+
Import Agent with Email Archiving	✓		
Process Automation	✓		
Connector	✓		
Surveys	✓		
Records Management	+		
Cloud Integrations	Professional		
Microsoft 365 Integration	✓		
Integration with SharePoint	✓		
Integration w/ Microsoft Dynamics 365	✓		
Integration with DocuSign	+		
Integration with Salesforce CRM	+		
Certified Integration with SAP ArchiveL	+		
Integration with Laser App	+		
Laserfiche for Ricoh MFD	+		

-Not Available + Optional Add-On ✓Included

\*As a cloud-based system, updates and new features are automatically pushed out, no IT involvement.

## Updates

On a monthly basis Laserfiche adds features and performance enhancements to an existing version of its software known as “updates.” Licensee will receive all updates as released.

## Access to Online Support Resources

The Laserfiche Support Site contains detailed technical information to increase your product knowledgebase. The Laserfiche Cloud Help Files contain useful information to help you get started with your Laserfiche Cloud account. Laserfiche also has numerous help videos which walk you through the product to help you become more familiar and comfortable with all of the different features. Additionally, Laserfiche Cloud Answers is an online forum that allows Laserfiche Cloud subscribers to collaborate on ideas and solutions.

### \*Pricing/Services:

Product	Description	Qty	Model#	Unit Price	Total Price
*Laserfiche Cloud Users	Professional Users	5	CLENF2	\$804.27	\$4,021.35
Storage	100 GB per user included (Overages will be \$30 per 10 GB annually) Storage is pooled	-		-	-
SAP	ICC-CDS Support	5		\$114.00	\$570.00
*Laserfiche Public Portal	1000 view per month	1	CLPPAL	\$581.40	\$581.40
Configuration and Training	Onsite	2		\$2,200.00	\$4,400.00
Project Coordination	Remote	1		\$300.00	\$300.00
<b>Total</b>					<b>\$9,872.75</b>

*\*Laserfiche SAAS Software priced at National Cooperative Purchasing Alliance (NCPA) levels: Contract #01-158*

*\*\*Note that this is a 3-year contract for the above Laserfiche Cloud Professional configuration and includes built in 3% YOY increases.*

*Anticipated annual SAAS fees after the included 1<sup>st</sup> year for the above configuration would be \$5,327.93  
Anticipated annual SAAS fees Year 3 forward: \$5,487.77*

*Note: This estimate is subject to change based upon the then-current support prices for that year and does not include additional users or add-ons.*

**Adjustments to Performance Schedule; Delays:**

**Adjustments to Schedule:** Upon the mutual consent of the Municipality and ICC Community Development Solutions, the "Performance Schedule" may be changed or extended as provided under "Delays" below.

**Delays:** Client must notify ICC Community Development Solutions, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables within each step of the Implementation timeline. Such notification must identify the reason for the delay, as well as the anticipated period of delay. Any delay on the part of the customer that **extends 30 working days** beyond the target date for completion of any step will result in a project restart and additional charges will be identified as part of a change order provided to the customer. This clause shall not apply in case of force majeure.

## AUTHORIZATION & AGREEMENT

The **Town of Medfield, Norfolk County, Massachusetts** hereby agrees to the procedures outlined above, to ICC Community Development Solutions Terms & Conditions found in **Appendix B** and to the License Agreements for the software referred to above, all of which are available at <https://icc-cds.com/terms-conditions> and are incorporated herein by reference, and authorizes ICC-CDS to proceed with the project.

**Electronic Document Management Project** \$9,872.75\*

*\*Laserfiche SAAS Software priced at National Cooperative Purchasing Alliance (NCPA) levels: Contract #01-158*

*Anticipated annual SAAS fees after the included 1<sup>st</sup> year for the above configuration would be \$5,327.93*

*Anticipated annual SAAS fees Year 3 forward: \$5,487.77*

*Note: This estimate is subject to change based upon the then-current support prices for that year and does not include additional users or add-ons.*

***If/when the client wishes to implement the additional modules included with their licenses, there may be additional development, configuration and training time required. These additional service fees would not apply until you are ready and agree to implement additional components.***

### SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE

\$5,172.75 - of the project price shall be invoiced upon customer site activation

\$4,700.00 - of the Configuration and Training services shall be invoiced as completed

**(Client please fill out) Invoice for this Project to be sent to:**

Department: \_\_\_\_\_ Contact Name: \_\_\_\_\_

### **TOWN OF MEDFIELD, NORFOLK COUNTY, MASSACHUSETTS**

By: \_\_\_\_\_ In the Presence of: \_\_\_\_\_

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

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

### **ICC-CDS, LLC**

By: Dal S. Z. In the Presence of: Aandy Hess

Title: \_\_\_\_\_ General Manager \_\_\_\_\_ Title: \_\_\_\_\_ Sales Manager \_\_\_\_\_

Date: \_\_\_\_\_ 12/7/2023 \_\_\_\_\_ Date: \_\_\_\_\_ 12/7/2023 \_\_\_\_\_

#### **To authorize the project:**

1. **Sign the Proposal and return to your Solutions Account Executive**
2. **Fax or email the Authorization & Agreement Section only to: [ICCCDS@icc-cds.com](mailto:ICCCDS@icc-cds.com) • fax (585) 328-8189**
3. **Mail the signed Proposal to ICC-CDS at: 781 Elmgrove Road • Rochester, NY 14624**

## APPENDIX A – INSTALLATION, TRAINING AND SUPPORT

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### Pre-Installation Teleconference and Technical Review

Prior to the installation and training, one of ICC-CDS's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda.

### Customized Training

ICC-CDS provides practical training sessions to ensure that your users keep pace with “best practices” and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

**Our standard Laserfiche user training** covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

**Administrator Training** covers the system administrative functions and typically takes place throughout the sessions, as appropriate.

### **TECHNICAL SUPPORT-SAP**

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (855-436-5500) or via e-mail at [lfsupport@icc-cds.com](mailto:lfsupport@icc-cds.com). With Basic SAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority of response times within 2 hours. ICC-CDS's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

## **SOFTWARE PATCHES AND UPGRADES:**

In addition to receiving technical support, customers with a current LSAP/SAAS contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche is continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer automatically.

### Services covered under Support/SAP:

- Remote troubleshooting and repair to the best of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the best of our ability any Laserfiche functionality that is not working
- Respond to request calls within 8 business hours, if not immediately
- Provide technical support between the hours of 8:00 AM - 5:00 PM EST
- User group meetings
- Access to Laserfiche's knowledgebase
- Regular newsletters - Laserfiche
- Access to webinars

### Services not covered under Support:

- Training - New user or refresher training - either on-site or remote
- Addition of custom features or functionality to the software
- Support or troubleshooting of third-party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site technical support, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.
- On-site consulting or training, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.

### Customer's Obligation:

- To have Internet access on the Laserfiche workstations where the Laserfiche client is installed and be willing to allow our Support Technicians remote access to the Customer's Laserfiche system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide ICC-CDS's Support Technician sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

## APPENDIX B – MODIFIED TERMS AND CONDITIONS

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*The modified Terms and Conditions start on the following page.*

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## TERMS AND CONDITIONS

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### ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC.

These Terms and Conditions, together with ICC Community Development Solutions, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee ("Client") and ICC Community Development Solutions, LLC ("ICC Community Development Solutions")

#### 1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below.

Additional terms are defined throughout these Terms and Conditions.

- A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- B. "Services" means the services provided by ICC Community Development Solutions or its vendors pursuant to this agreement.
- C. "Software" means the software product or products delivered to Client pursuant to this agreement.

#### 2. Responsibility of ICC Community Development Solutions.

ICC Community Development Solutions shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." ICC Community Development Solutions shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, ICC Community Development Solutions shall correct errors found either by the Client or ICC Community Development Solutions. See "Warranties; Limitations" for ICC Community Development Solutions' liability for all services.

#### 3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to ICC Community Development Solutions, for providing ICC Community Development Solutions with timely decisions and answers to questions raised by ICC Community Development Solutions, for inclusion of sufficient funds in the budget to pay ICC Community Development Solutions for services, and for the prompt payment of invoices. Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. ICC Community Development Solutions shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the manner reasonably prescribed by ICC Community Development Solutions in connection with the Software and Services provided under these Terms and Conditions. Client shall advise ICC Community Development Solutions of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. ICC Community Development Solutions has no control over those sites, and ICC Community Development Solutions and its suppliers are not responsible for any use of such sites or content on them.

#### 4. Protection of Confidential Information.

During the time this agreement is in effect, both the Client and ICC Community Development Solutions may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers,

business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked "Confidential" or "Proprietary," will be considered by officials of the Client and by ICC Community Development Solutions and ICC Community Development Solutions' employees as proprietary and confidential. Both the Client and ICC Community Development Solutions will use reasonable efforts to protect the confidentiality of the other's Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information, and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this agreement.

## **5. Adjustments to Performance Schedule; Delays.**

- A. Adjustments to Schedule. Upon the mutual consent of the Client and ICC Community Development Solutions, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Delays. Client must notify ICC Community Development Solutions, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay. ICC Community Development Solutions may require a payment of 50% of the balance due under the contract for any delay on Client's part.
- C. Unauthorized Delays. In the event of any unauthorized delay on the part of the Client, ICC Community Development Solutions may impose delay charges upon providing notice thereof to the Client. An "unauthorized delay" shall mean any delay not authorized by both ICC Community Development Solutions and the Client.

## **6. Variations from Standard Methods or Procedures.**

Variations from ICC Community Development Solutions' standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. ICC Community Development Solutions will accommodate such variations wherever possible, with any additional charges for such variations, as determined by ICC Community Development Solutions and approved by the Client, to be paid by the Client.

## **7. Additional Products and Services.**

As part of this Agreement, the Client may choose to purchase additional products or services offered by ICC Community Development Solutions, including but not limited to codification services, consulting, document management software, agenda management software, building, planning and zoning software, scanning services and electronic forms. Purchase of additional services may be subject to "Changes" below, or may require a new Agreement, dependent upon the type of product or service purchased.

## **8. Payment Terms.**

- A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Client may choose to pay in advance of Payment Schedule for products and services provided in this agreement, if so desired. In such a case, ICC Community Development Solutions shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for up to 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, ICC Community Development Solutions will contact the Client regarding disposition of said funds.
- B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. ICC Community Development Solutions reserves the right to issue progress billings for services that span several months.
- C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, ICC Community Development Solutions reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears. Terms are Net 30 and ICC-CDS starts following up after 45 days

## **9. Software.**

- A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.
- B. If as part of this agreement, the Client purchases the Laserfiche SDK, the SDK Confidentiality and Software License Agreement will need to be fully executed by the Client and Compulink Management Center, Inc., before the Integrator Toolkit can be provided to the Client. If it cannot be fully executed, the SDK shall be severable from the project as set forth in this proposal without affecting the validity of the remainder of the agreement.
- C. If this agreement relates to hosted Services, ICC Community Development Solutions will make the Software available for Client's use during the term of this agreement on Client's computer systems that meet the ICC Community Development Solutions System Recommendations for the Software, as specified in ICC Community Development Solutions' proposal. ICC Community Development Solutions will provide Client with access to the latest ICC Community Development Solutions supported version of the Software via the Internet from a third-party hosting vendor.
- D. Any ICC Community Development Solutions Software delivered to Client pursuant to this Agreement and any Software to be developed by ICC Community Development Solutions pursuant to this Agreement remains the property of ICC Community Development Solutions. ICC Community Development Solutions hereby grants Client a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty-free right and license to use the Software solely as an integrated part of the solutions provided by ICC Community Development Solutions pursuant to this Agreement. The Software is copyrighted and proprietary in nature, and is being licensed, not sold to Client. Client shall respect such proprietary rights and shall not use the Software except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Software, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Software available to any third party, in whole or in part, in whatever form. Client shall hold the Software in confidence, using the same precautions and degree of care it uses to protect its own confidential information, but in no case less than due care. Client agrees that it shall not assign or transfer the Software or any right or license granted herein with respect to the Software. ICC Community Development Solutions shall have the right to terminate all rights and licenses granted to Client with respect to the Software immediately upon notice to Client if Client breaches this Section. In the event of such termination, all rights of Client with respect to the Software shall terminate and automatically revert to ICC Community Development Solutions and Client shall forthwith discontinue all use of the Software, delete the Software from Client's computers, and return to ICC Community Development Solutions all copies of the Software and all related materials in Client's possession or control. **ALL SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND ICC COMMUNITY DEVELOPMENT SOLUTIONS HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ICC COMMUNITY DEVELOPMENT SOLUTIONS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE BY CLIENT, OF LACK OF VIRUSES, OF ACCURACY OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT.**

## **10. Computer Hardware.**

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and ICC Community Development Solutions shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

## **11. Document Scanning Services.**

If applicable, the following provisions shall apply to document scanning services to be provided by ICC Community Development Solutions or its designated subcontractor:

- A. The Client shall be responsible for ensuring that each records storage box slated for conversion is marked with the main category describing its contents and that each file within each box is labeled with a description of its contents.
- B. ICC Community Development Solutions or its designated subcontractor shall use reasonable care in the handling of your documents.
- C. Upon return of the documents, the Client shall promptly inspect the documents to determine whether all documents have been returned. Unless the Client informs ICC Community Development Solutions of a discrepancy within 10 days, all claims with respect to completeness or condition of the documents shall be waived.

## **12. Delivery of Completed Materials.**

ICC Community Development Solutions will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by ICC Community Development Solutions and added to the invoice/voucher for services to be paid by the Client.

## **13. Support.**

- A. If this agreement includes support, ICC Community Development Solutions will provide online, telephone and e-mail support to Client as follows: ICC Community Development Solutions Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.
- B. If this agreement includes support, ICC Community Development Solutions will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

## **14. Intellectual Property Rights.**

All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with ICC Community Development Solutions and/or its third-party vendors. The Software contains trade secret and proprietary information owned by ICC Community Development Solutions or its third-party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to ICC Community Development Solutions a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

## **15. Other Restrictions.**

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of ICC Community Development Solutions' suppliers.

## **16. Indemnification.**

A. Client hereby agrees to indemnify, defend and hold ICC Community Development Solutions harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by ICC Community Development Solutions in connection with any claim arising out of or relating to:

1. Client's use of the Software or Services;
2. Any use or alleged use of Client's accounts or passwords by any person, whether or not authorized by Client;
3. The content, the quality, or the performance of Client Content;
4. Client's connection to the Services;
5. Client's violation of this agreement; or
6. Client's violation of the rights of any other person or entity.

## **17. Term and Termination.**

- A. Unless otherwise specific in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at ICC Community Development Solutions' then-current price. There will be no reinstatement fee if the contract is renewed and paid within the Laserfiche Software Assurance Plan due date – ICC-CDS will typically notify/invoice you 80-90 days in advance for your planning purposes.
- B. If this agreement relates to Hosted eForms, this Section 17B will apply instead of Section 17A. In such event, unless otherwise provided in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one month, commencing on the date hereof, and will then be automatically extended for additional successive one-month periods unless either party notifies the other in writing not less than 30 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at ICC Community Development Solutions' then-current price.
- C. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- D. Upon termination, all work prepared by ICC Community Development Solutions shall, at the option of the Client, become its property, and ICC Community Development Solutions shall be entitled to receive just and equitable compensation for all services performed.
- E. Section 4, 9, 10 and 14 through 31 shall survive any expiration or termination of this agreement.

## **18. Warranties; Limitations.**

- A. ICC Community Development Solutions warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. ICC Community Development Solutions' liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance*, at ICC Community Development Solutions' cost, of such service or deliverable. ICC Community Development Solutions' warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.
- B. ICC COMMUNITY DEVELOPMENT SOLUTIONS DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF**

**FITNESS AND MERCHANTABILITY SHALL NOT APPLY. ICC COMMUNITY DEVELOPMENT SOLUTIONS'S WARRANTY OBLIGATIONS AND THE CLIENT'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.**

- C. The limitations and protections against liability afforded ICC Community Development Solutions herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of ICC Community Development Solutions for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to ICC Community Development Solutions pursuant to this agreement. ICC Community Development Solutions shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by the Client or others against ICC Community Development Solutions with respect to services unless such action or proceeding is commenced within one year after completion by ICC Community Development Solutions of the particular services to which such action or proceeding relates.

**19. Responsibility of Client's Counsel.**

In conjunction with the services rendered by ICC Community Development Solutions and the work of the Client and ICC Community Development Solutions, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and ICC Community Development Solutions to the Client's counsel. At the request of the Client or its counsel, ICC Community Development Solutions shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

**20. Client Primary Contact.**

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom ICC Community Development Solutions should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to ICC Community Development Solutions and to the Client, restoration of data, and other configuration changes.

**21. System Monitoring.**

ICC Community Development Solutions will not systematically monitor Client Content, but ICC Community Development Solutions reserves the right to review Client Content from time to time at its discretion. ICC Community Development Solutions reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by ICC Community Development Solutions. ICC Community Development Solutions also reserves the right to monitor the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

**22. Changes.**

The Client may at any time request changes in the scope of this agreement. Moreover, ICC Community Development Solutions may suggest changes. Where changes are agreed to by the parties, ICC Community Development Solutions shall issue a Change Order for the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. ICC Community Development Solutions shall not be required to implement any change until the Client has signed and returned the Change Order.

**23. Notices.**

All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

#### **24. Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

#### **25. Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

#### **26. No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

#### **27. Severability of Provisions.**

If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

#### **28. Entire Agreement.**

This agreement is the complete and exclusive statement of the mutual understanding of the parties and supercedes and cancels all previous written and oral agreements and communications relating to the subject matter.

#### **29. Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

#### **30. Governing Law; Jurisdiction.**

This agreement is governed by the laws of Massachusetts, without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts sitting in the Commonwealth of Massachusetts with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

#### **31. Counterparts; Signatures.**

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one

agreement. Signatures delivered by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.





T-Mobile Northeast LLC, a subsidiary of T-Mobile USA, Inc.

15 Commerce Way, Suite B  
Norton, MA 02766  
Attn: Pamela Palmer

March 15, 2023

**VIA E- MAIL**

Town of Medfield  
459 Main Street  
Medfield, MA 02052

**Re:** Lease Agreement, dated October 19, 1999, (the "**Lease**"), by and between the Town of Medfield, a municipal corporation with administrative offices located in the Town House, 459 Main Street Medfield, MA ("**Landlord**") and T-Mobile Northeast LLC, Inc., a Delaware corporation ("**T-Mobile**")

**Site Number:** 4DET510A (the "Site")  
**Site Address:** 13 Eastmount Road Medfield, MA 02052 (the "Property")

Dear Mr. Sylvia,

T-Mobile is in the process of updating certain equipment that supports its wireless telecommunications network. As part of this effort, T-Mobile will need to perform work at the above-referenced Property. The purpose of this letter is to obtain Landlord's consent to perform this work, which is specifically described as follows:

**T-Mobile will be removing and replacing (6) Antennas, removing (3) TMA, removing and replacing (3) RRU and adding (3) RRU radios, removing (6) coax and replacing with (3) Fiber cables to the existing wireless communications facility as illustrated on the construction drawings dated February 10, 2023.**

Please signify your approval by signing and dating one (1) original of this Consent Letter in the space provided below. Kindly return the Consent Letter via email to Andres Lopez alopez@clinellc.com. Alternatively, the letter can be returned by regular mail to Andres Lopez at Centerline Communications, 28 Seneca Road West Hartford, CT 06117

Should you have any questions, please contact Andres Lopez at (908) 358-5305. Thank you in advance for your cooperation in this matter.

Very truly yours,

*Pamela Palmer*

Pamela Palmer  
Project Manager, T-Mobile

**Acknowledged, Accepted and Agreed:**

Town of Medfield

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

**Date:** \_\_\_\_\_

Please provide a contact name and telephone number so T-Mobile can schedule the necessary work.

Contact Name & Number \_\_\_\_\_



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



**Kristine Trierweiler**  
*Town Administrator*  
**Frank Gervasio**  
*Assistant Town Administrator*

## **TOWN OF MEDFIELD**

### ***Office of the Select Board***

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

Phone: 508-906-3011 • [www.town.medfield.net](http://www.town.medfield.net)

December 19, 2023

Ms. Brona Simon, State Historic Preservation Officer  
Massachusetts Historical Commission  
220 Morrissey Boulevard  
Boston, MA 02125

Re: Medfield State Hospital, Medfield, MA

Dear Ms. Simon,

I am writing on behalf of the Medfield Select Board to support Trinity Acquisitions proposed adaptive reuse of the Medfield State Hospital using state and federal historic tax credits. Preservation and rehabilitation of the historic property has been a top priority for the campus since it closed completely, 20 years ago. The project will rehabilitate 27 buildings and create 334 units of mixed income housing.

The proposed project incorporates the priorities of the Town of Medfield identified in the Medfield State Hospital 2018 Strategic Master Plan for reuse of the property, including maintaining and enhancing the character of the Town, addressing Town housing needs, achieving reasonable economic and financial benefits for Medfield residents and Town service, and celebrating history. The proposed residential use of 27 campus buildings complements the proposed Cultural Alliance of Medfield's plan for cultural and arts uses in the former Lee Chapel and the Infirmary.

The project also incorporates new public open spaces, which will provide significant recreational and ecological amenities for the new residents and Medfield community. With passive and active programs, the new campus landscape will be crafted to engage residents and neighbors in social spaces while providing "productive landscape" services. The objective of the "productive landscape" is to create an open space that provides ecological resources (such as wildlife habitat enhancement, stormwater treatment, native seed spreading, and passive cooling) while also providing recreational opportunities for the community.

This project will revitalize the Medfield State Hospital campus and buildings to the proper rehabilitation standards while restoring an underutilized and vacant asset for the community.

We strongly encourage your favorable consideration of this project. Please feel free to contact Kristine Trierweiler, Medfield Town Administrator, should you have any questions.

Sincerely,

Osler Peterson,  
Chair, Medfield Select Board

cc:

Kristine Trierweiler, Medfield Town Administrator  
Todd Trehubenko, Chair, Medfield State Hospital Development Committee  
Amanda Alberda, Trinity Acquisitions LLC  
Jean Mineo, Bellforge Arts Center

Informational



December 11, 2023

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

RE: Programming Advisory

Dear Members of the Board:

As part of our on-going commitment to keeping you and our customers informed about changes to Xfinity TV services, we wanted to notify you that the DW Deutsch+, and the Z Living channels are ceasing operations on December 31, 2023. As a result, the DW Deutsch+ and Z Living channels will no longer be available as part of our lineup.

As a function of this change, we have implemented channel slates (advising of unavailability) on the channels and activated [www.xfinity.com/programmingchanges](http://www.xfinity.com/programmingchanges) to help keep our customers informed during this period.

Please do not hesitate to contact me should you have questions at [patrick\\_shearns@comcast.com](mailto:patrick_shearns@comcast.com).

Sincerely,

*Patrick J. Shearns*

Patrick J. Shearns, Sr. Manager  
Government & Regulatory Affairs