



Select Board Meeting
Meeting Packet
April 16, 2024

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Medfield Police Dept. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety and Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 112 North Street, Medfield, MA 02052		Business Mailing Address: 10 Park Plaza, Suite 3720A, Boston, MA, 02116	
Contract Manager: Deputy Chief Barry McGrath	Phone: (508)359-2315	Billing Address (if different):	
E-Mail: bmcgrath@medfield.net	Fax: (508) 359-6926	Contract Manager: Corine Pryme	Phone: (617) 725-3322
Contractor Vendor Code: VC6000191876		E-Mail: corine.a.pryme@mass.gov	Fax: (617) 725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: COMMBUY5 BD-22-1044-EPS11-10440-71531	
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u>, 20<u> </u>. Enter Amendment Amount: \$ <u> </u>. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u>.</p> <p><input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u> </u>.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>%</u> PPD; Payment issued within 15 days <u>%</u> PPD; Payment issued within 20 days <u>%</u> PPD; Payment issued within 30 days <u>%</u> PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>) <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)</p> <p>Grant funds from the Bulletproof Vest Grant Program – Administered by Executive Office of Public Safety and Security- Office of Grants and Research.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u>, 20<u> </u>, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u> 3/1/2022 </u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u> 2/28/2027 </u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
<p>X: <u> </u> Date: <u>04/02/24</u> (Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: <u>Eileen Murphy</u> Print Title: <u>Chair, Select Board</u></p>		<p>X: <u> </u> Date: <u> </u> (Signature and Date Must Be Captured At Time of Signature)</p> <p>Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director</u></p>	



STANDARD CONTRACT FORM INSTRUCTIONS

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INSTRUCTIONS

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

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

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

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

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

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

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

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

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

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

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

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

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

NEW CONTRACTS (Left Side of Form):

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

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

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

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

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

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

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



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Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

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

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

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

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

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

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under M.G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (M.G.L. c. 29, § 23A), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to M.G.L. c. 4, § 9.

CONTRACT END DATE

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

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See Contract and ISA Execution after the COVID-19 State of Emergency. **Contractor Name/Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

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

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

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

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

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article XIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.



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

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

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

EXECUTIVE ORDERS

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

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

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

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

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



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Executive Orders 523, 565, and 592. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**Office of Grants and Research
Executive Office of Public Safety and Security**

**Bulletproof Vest Partnership Program
Special Conditions**

Agencies participating in the Bulletproof Vest Partnership (BVP) program administered by the Executive Office of Public Safety and Security, Office of Grants and Research must agree to comply with the program conditions listed below in order to be eligible for the state share of cost reimbursement. As a participant, law enforcement agencies are also subject to mandatory reporting requirements as highlighted below.

OGR may withhold reimbursements, cancel your contract, or withhold execution of any future grants for departments that do not comply with the following conditions:

- **Procurement practices** of subrecipient agencies must be followed. Vests must be purchased in accordance with the provisions of M.G.L. Chapter 30B and the policies and procedures of your agency regarding procurement issues
- **Grant-related documents** must be retained for a period of six years from the close of the contract.
- **Officers receiving vests** must be full-time or part-time, sworn personnel of state or local police departments.
- **Vests purchased** under this program must be certified by the National Institute of Justice and Threat Levels II, IIA, or IIIA.
- **Vests acquired** through this program are the property of the police department.
- **Replacement vests** for existing officers are permitted under this program if their worn vests are greater than 5 years old.
- **Federal Bulletproof Vest Partnership** funds must be awarded to and received by the law enforcement agency first prior to soliciting the Commonwealth of Massachusetts for the state share of the costs.
- **The State Bulletproof Vest Partnership** program may provide up to 50% of the total costs of eligible vests purchased.
- **As funding is limited**, reimbursement under the State Bulletproof Vest program is available on a first-come, first-served basis.
- **Reporting alleged fraud, waste or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- **Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth's Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.

Initials: BRM

- **Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs (M.G.L. c. 90, § 29). The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- **Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- **Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- All Subrecipients who are law enforcement agencies receiving any state or federal grant award from EOPSS/OGR will be required to participate and submit case-specific information on officer administration of Narcan/Naloxone using a reporting tool as determined by EOPSS.
- **Reporting of a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act.** Law enforcement must comply with M.G.L. chapter 140 Section 131Q and ensure a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act is traced by the licensing authority for the city or town in which the crime took place. The licensing authority then must report readily available statistical data to the commonwealth fusion center. The data shall include, but not be limited to: (i) the make, model, serial number and caliber of the weapon used; (ii) the type of crime committed; (iii) whether an arrest or conviction was made; (iv) whether fingerprint evidence was found on the firearm; (v) whether ballistic evidence was retrieved from the crime scene; (vi) whether the criminal use of the firearm was related to known gang activity; (vii) whether the weapon was obtained illegally; (viii) whether the weapon was lost or stolen; and (ix) whether the person using the weapon was otherwise a prohibited person.

04/02/2024

Date

Chair, Select Board

Title

Signature of Authorizing Official

Eileen Murphy

Printed Name

Medfield Police Department

Department/Law Enforcement Agency

Revised September 2023

Scope of Work -- Bulletproof Vest Program

Eligible protective equipment reimbursement under this program shall include:

- (a) the replacement of any bulletproof vest which was manufactured with Zylon,
- (b) the replacement of any bulletproof vest which was purchased on or after July 1, 2000, and is older than 5 years from the date of such purchase, and
- (c) the purchase of a bulletproof vest for an individual who had not been issued a bulletproof vest previously by such purchasing law enforcement jurisdiction; provided further, that as a condition of receipt of a grant awarded under this item, the recipient shall have made application for reimbursement to any federal grant program established by the United States Department of Justice to assist in the purchase of bulletproof vests, unless the replacement of a vest manufactured with Zylon would be ineligible for reimbursement based on the date of purchase; provided further, that any such costs that are not reimbursed through the receipt of funds from any such federal grant program shall be awarded to an eligible recipient; provided further, that any bulletproof vest which was manufactured with Zylon and has been replaced prior to the effective date of this appropriation shall be reimbursed for the entire replacement cost, less any funds received for such replacement from any federal or state bulletproof vest grant program; provided further, that as a condition for reimbursement, the model type of any such bulletproof vest purchased shall meet the National Institute of Justice Requirements for bullet-resistant body armor in effect at the time of the purchase; provided further, that all applicants for grants under this item shall submit any documentation required by the Secretary of Public Safety as a condition of reimbursement.

Program funding is available to assist local police Departments, the Massachusetts State Police, the Department of Correction, Sheriff Departments and State agencies, authorities and educational institutions with law enforcement functions.

Program funding is based on a “reimbursement” only basis. Vests must have been purchased and paid for by the applicant prior to submission of the appropriate documents required for consideration of reimbursement.

The receipt of funds is subject to availability of funds and any other provisions specified by the Legislature in the appropriation of those funds. A multiple year contract is being used to streamline the contracting process and reduce the amount of annual paperwork associated with this program. All funding shall be subject to appropriations by the Legislature and contracts shall terminate in the event funds are exhausted and/or not appropriated for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the Commonwealth will be under no obligation to make payments for such performance.

Initials: BRM

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: Medfield Police Department

CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191876

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Eileen Murphy	Chair, Select Board

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

 _____

Date: 04/02/2024

Signature

Title: Chair, Select Board

Telephone: (508) 359-8505

Fax: (508) 359-6182

E-mail: emurphy@medfield.net

[Listing can not be accepted without all of this information completed.]

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



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: WASTEWATER TREATMENT PLANT - FACILITY ASSESSMENT

CONTRACT # DPW 2024-01

STATE CONTRACT # (if applicable) _____

This Contract is made this 16th day of April 2024 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to perform a Wastewater Treatment Plant - Facility Assessment, for the Department of Public Works hereinafter referred to as "Program"; and

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

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

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

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, April 16, 2024 to April 30, 2025. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$270,000.00 for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments on the basis of work completed and within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which are a result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for a Wastewater Treatment Plant – Facility Assessment and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Wastewater Treatment Plants' facilities, systems, equipment and operations.
9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

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

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

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

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

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

(Consultant)

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 Consultant by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of consultant

principal place of business is at _____,

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

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL

ATTACHMENT

A

April 2, 2024



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

Re: Proposal for Professional Engineering Services
WWTP Facility Plan

Dear Mr. Goulet:

Woodard & Curran, Inc. (Woodard & Curran) appreciates the opportunity to submit this proposal to the Town of Medfield, Massachusetts (the Town) for engineering services associated with the development of the Wastewater Treatment Plant (WWTP) Facility Plan. The phases described within will allow Woodard & Curran to inventory the existing condition of the WWTP and its individual unit processes, identify future wastewater treatment flows and loading, and develop a phased improvement plan to rehabilitate aging WWTP components and meet current National Pollutant Discharge Elimination System (NPDES) permitting requirements.

Woodard & Curran has met with the Department of Public Works (DPW) and WWTP staff to discuss the operational difficulties experienced at the WWTP during peak flow events. Although average flows at the WWTP are below the facility's design capacity, instantaneous peak flows during wet weather and/or high groundwater events have created issues at the facility in the past. The purpose of this report is to provide professional justification for future capital improvements at the WWTP.

The project will be completed in accordance with the Scope of Services, Compensation, Schedule, and Clarifications and Assumptions as defined herein.

SCOPE OF SERVICES

- Woodard & Curran will provide professional services for the completion of a WWTP Facility Plan for the Town of Medfield. The WWTP Facility Plan will assess existing WWTP infrastructure and identify upgrades for the Town's WWTP. In order to continue to operate the WWTP in a proactive and fiscally responsible manner, and in compliance with the Town's NPDES Permit, the Town needs an understanding of the type, extent, and cost of future improvements to be able to plan for and to explain the need to the public. Woodard & Curran will complete this work as outlined in the phases below.

- Phase 1: Develop Future Flows & Loads Projections
- Phase 2: Unit Process Review
- Phase 3: General Improvements at the WWTP



The WWTP Facility Plan will include recommendations for phasing, financing, and implementation of the identified improvements.

1. Develop Future Flows & Loads Projections

Building upon the WWTP Capacity Analysis, Woodard & Curran will evaluate and project flows and loads for the next 20 years based upon the Town's input on anticipated growth or change in use. Projections will consider the Town's existing NPDES Permit limit of 1.52 million gallons per day (MGD). Updated flows and loads to the treatment plant will be based on unit factors and will not rely on geographic information systems (GIS) or similar analysis.

2. Unit Process Review

A detailed unit process evaluation will be completed on the systems identified below. An assessment of the existing equipment including a determination of the level of process upgrades needed will be provided. For specific unit processes, we will also evaluate alternative equipment or processes that could result in operational efficiencies, redundancy, and reliability. The following will be provided for all significant pieces of equipment:

2.1 Equipment Inventory and Condition: An inventory of the process equipment will be developed. Woodard & Curran will assess the condition of the process equipment and its supporting electrical and structural elements. This inventory will be completed by comparing available record drawings to on-site observations and discussions with operations staff.

2.2 Capacity Evaluation: Each process and its associated equipment will be reviewed for capacity on an individual basis to determine if the equipment is adequately sized for the existing and the projected flows and loads.

2.3 Capital Costs: Budgetary costs will be provided for recommended improvements.

2.4 Recommendations: We will recommend improvements for each unit process as needed.

The following unit processes will be evaluated to determine long term overall system efficiency, necessity of improvement, and operational cost savings. The unit processes to be assessed are:

- **Influent Pumping System:** All flow to the WWTP must be pumped in and out of the plant, so the influent and effluent pumping systems are the two most critical processes within the treatment facility. Evaluation will be based on historical reports, data, and operator experience regarding the need for rebuilding or replacing the influent pumps, the suction and discharge piping (some piping is buried underground), and valves and related components to restore the pumping system capacity. Resiliency and process upgrades may impact the specific design upgrade details for these pumps. Potential pump capacity and pumping head requirements may also change due to possible unit process modifications. The condition of pipe interiors and underground piping will not be done in the Project.
- **Effluent Pumping System (Sand Filter Wet Well):** The effluent pumping system has the same scope as the influent pumping system.
- **Headworks & Screening:** Evaluate the influent channel and screening systems (manual bar rack and automatic bar screen, installed 2001). Headworks are typically



odorous and corrosive in nature, Woodard & Curran will evaluate solutions for reducing odors and corrosion (e.g., covering channels).

- **Grit Removal:** Evaluate the existing aerated grit chamber system.
- **Primary Treatment:** Evaluate the primary clarifiers to determine the need for mechanical replacement, structural tank repairs, and piping/pump/gate upgrades and repairs.
- **Secondary Treatment:** The secondary treatment system consists of a conventional activated sludge system. The evaluation will determine the need for a comprehensive internal tank structural assessment for each tank to determine the actual extent of repairs. As part of the secondary treatment evaluation, the following may be performed:
 - Evaluate replacement of the blowers with more energy efficient blowers sized to meet current and projected demands.
 - Evaluation of potential process modifications that would produce more reliable NPDES permit compliance.
 - Review the secondary clarifiers to determine the need for tank upsizing, mechanical replacement, alternatives for improved corrosion resistance, structural tank repairs, and piping/pump/gate upgrades and repairs.
 - Evaluate the need for upgrading the aeration system.
- **Return Activated Sludge (RAS) & Waste Activated Sludge (WAS) Pump Upgrades:** Evaluate the RAS and WAS system components, pumps, piping, valves, etc. The specific details of some of the items will depend on the process upgrade decisions.
- **Sludge System:** Evaluate the need for replacing repair of the existing sludge system, associated feed piping and pumps. The existing sludge handling system (Gravity Belt Thickeners, installed 2011). It is believed that the WWTP has one existing dissolved air flotation system online for sludge thickening.
- **Continuously Backwashing Sand Filter:** Evaluate the existing sand filters (installed 2001) and performance relating to the WWTP's NPDES permit.
- **Disinfection System:** Evaluate the existing ultraviolet (UV) disinfection system (installed in 2001).
- **Odor Control System:** Evaluate the existing odor control systems.
- **Plant Water system:** Evaluate the existing plant water system.

3. General Improvement Recommendations at the WWTP

- 3.1 **Plant Resiliency and Flood Risk:** A review of the WWTP's risk of flood will be assessed by comparing available Federal Emergency Management Agency (FEMA) mapping to the elevations and locations of key unit processes and equipment.
- 3.2 **Electrical System:** The electrical system is one of the most critical components at the WWTP and will be evaluated for its reliability and ability to meet current and future energy requirements.
- 3.3 **Controls Upgrade – Supervisory Control And Data Acquisition (SCADA):** A robust SCADA and controls system is critical to effective and efficient plant operation and maintenance (O&M). Woodard & Curran will work with existing SCADA



Contractor (Woodard & Curran) to identify and incorporate future SCADA needs into recommendations.

3.4 HVAC Systems: Review and evaluate existing heating, ventilating, and air conditioning (HVAC) systems to identify high-level deficiencies and future improvements and repair.

3.5 Evaluate Control Building & Sludge Pumping Building Upgrades: Evaluate the condition of the building exterior, roof issues, interior structural issues, piping and plumbing issues, etc. The specific details of some of the items will depend on the process upgrade decisions. General modification recommendations will be provided, and we assume that specific recommendations will be incorporated into future process designs.

DELIVERABLES

- Draft WWTP Facility Plan Report
- Final WWTP Facility Plan Report
- Presentation to Medfield DPW & Water & Sewer Board

COMPENSATION

We propose to perform the work through a lump sum billing method for the professional services for the Phases listed herein. The total fee associated with this work is **\$270,000**. This fee will not be exceeded without prior written authorization. Monthly invoices will be submitted to the Town.

The parties may agree to expand the Scope of Services provided by Woodard & Curran upon completion of the Scope as herein outlined. Any additions or extensions of the contract will be the subject of future negotiations.

PROJECT SCHEDULE

Woodard & Curran is available to commence work within 30 days upon a signed contract. We anticipate that all work will be completed, and a draft and final report will be presented to the Medfield DPW within 270 and 300 days of receipt of a Notice to Proceed from the Town, respectively.

CLARIFICATIONS AND ASSUMPTIONS

Exclusions from the scope of work and costs presented above include the following:

1. The existing capacity of the WWTP and hydraulic model will be completed prior to (or in parallel) to this scope of work.
2. Evaluation of the condition of the underground piping is not included in this scope of work.
3. Survey and laboratory testing is not included in this scope of work.

TERMS AND CONDITIONS

All services will be performed in accordance with the Term and Conditions agreed to between the Town of Medfield and Woodard & Curran. We appreciate the opportunity to continue to support the Town of Medfield DPW.

Sincerely,



Woodard & Curran, Inc.

A handwritten signature in blue ink that reads "Scott Salvucci".

Scott C. Salvucci, P.E.
Client Manager

A handwritten signature in blue ink that reads "Jason D. Jancaitis".

Jason D. Jancaitis, P.E.
Project Manager



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: SANITARY SEWER EVALUATION SURVEY

CONTRACT # DPW 2024-06

STATE CONTRACT # (if applicable) _____

This Contract is made this 16th day of April 2024 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to perform a Sanitary Sewer Evaluation Survey, for the Department of Public Works hereinafter referred to as "Program"; and

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

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

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

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, April 16, 2024 to April 30, 2025. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$220,000.00 for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments on the basis of work completed and within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for a Sanitary Sewer Evaluation Survey and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations as well as industry best practices relating to public sanitary sewer systems and their operation.
9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

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

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

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

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

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

(Consultant)

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 Consultant by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of consultant

principal place of business is at _____,

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

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL

ATTACHMENT

A

April 5, 2024



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

Re: Proposal for Professional Engineering Services
Sewer Area 9 Sanitary Sewer Evaluation Survey

Dear Mr. Goulet:

Woodard & Curran appreciates the opportunity to submit this proposal to the Town of Medfield, Massachusetts (the Town) for engineering services to support the Town's assess the sources of infiltration and inflow in the sewer subarea 9 (the portion of the Town's sewer upstream of the Phillips Street flow meter). Following a significant rain event on December 17th and December 18th the flow meter in this area reached approximately 700 gallons per minute (1.0MGD). This is a substantial increase from the average sewer flow prior to the storm, approximately 200 gallons per minute (0.28MGD). The phases described within will provide an outline of the services Woodard & Curran will complete to develop a better understanding of the sources of extraneous flow occurring in this area. In order to complete a portion of these tasks, the Town's sewer GIS will need to be updated – it is assumed this work be completed through the Town's CY2024 Asset Management Grant through the Massachusetts DEP SRF program.

SCOPE OF SERVICES

Woodard & Curran will provide engineering services for the task as described below.

Task 1: Medfield Middle School Investigation

During a site inspection on December 19th, a significant clean water connection was observed by W&C and Town staff. This source discharged into a manhole in front of the school and appeared to be a pumped connection. Records review and a building inspection will be conducted to identify the location of this source to determine if it can be redirected to the adjacent stormwater drainage system. Testing of the water will be conducted if necessary and feasible.

Deliverables:

- Site Visits to the School and Coordination with The School Department
- Conceptual Design Plan to Redirect the Source into the Adjacent Drain
- Construction Cost Estimate

Task 2: Pump Station Flow Analysis (Foundry Street, Trailside, and Tubwreck)

An assessment of the pump station flows will be conducted by Woodard & Curran to assess historical available data (daily run time, flow data, etc.) to understand if any of the sewers tributary to these pump stations is a source extraneous flow. A drawdown test of the pump



station, general inspection of the mechanical equipment, and if feasible inspection of the wetwell will be conducted.

Task 3: In-Situ Wastewater Flow Depth Sensing & On-Site Investigations During/After Storm Events

Woodard & Curran will hire a subcontractor to install wastewater depth sensors (3) that can be moved around Sewer Area 9 to identify areas/streets of the sewer that exhibit an increase in wastewater depth/height during high flow events. The results of the sensoring will provide guidance on where to perform SSES inspections and the presence of sump pumps on particular streets.

Woodard & Curran will provide two days of on-site investigations to perform a windshield survey to identify properties with proper sump connections (i.e. identify which houses have houses with sump pump hoses in their front lawn) and to identify localized areas of flooding that may contribute to excessive flows in the subarea.

Task 4: Manhole Inspection

Woodard and Curran will attempt inspection on all sewer manholes within Subarea 9, a total of 275 manhole inspections. Woodard & Curran will hire a sewer inspection subcontractor to perform NASSCO MACP Level 1 manhole inspections. Manhole inspections will be performed in areas where flow isolation is conducted during high groundwater season, unless otherwise directed, and where manholes can be accessed. A written log will be furnished for each manhole inspected. The manhole survey will document location, structural defects, I/I sources, size, depth, materials of construction, deposition of solids and other pertinent information. If manholes are observed to be depressed or can otherwise collect runoff, an estimate of the drainage area for that manhole shall be provided. Digital camera equipment will be used during manhole inspections to document defects that may be discovered during the investigations. A final report including detailed logs and color photos from the inspection will be delivered to the client. All data will also be presented in tabular format.

Task 5: Smoke Testing

Woodard & Curran will attempt smoke testing of all gravity sewers within Subarea 9, approximately 50,000 LF. Smoke testing will be conducted during dry weather (i.e., 72 hours or more with less than 0.1 inch precipitation) and low groundwater levels in the prioritized sewer subareas: 7 and 1. In order to identify defects in the lines, non-toxic smoke will be forced into the sewer lines. Field crews will use smoke candles and/or liquid smoke in conjunction with high power blowers to identify cross connections. Breaks in the sewer will allow the smoke to escape. Smoke testing will identify inflow sources and most restrictive conditions within the sewer lines. A smoke testing record will be completed in the field for each line section tested. These records will include date/time, location, set-up manhole, segment length, site sketch, smoke test results, source address and source location. Photo documentation of positive results may be taken. A summary of site activities and findings will be provided in the form of a brief summary report.

Approximately one week in advance of smoke testing activities notification fliers will be distributed at all potentially impacted properties. Fliers will provide information about the smoke testing program including appropriate contact names. The flier will be approved by the Town prior to distribution. In addition to residents, the local fire department, police department, 911 operators, and Town personnel handling telephone inquiries will also be notified in



advance of site work. Woodard & Curran will provide notification information for use by the Town on approved social media and Town website if desired.

Task 6: CCTV Inspection of the Gravity Sewers

Woodard & Curran will hire a sewer inspection contractor to complete NASSCO PACP sewer inspections. For the purposes of this scope, 10 days of CCTV is budgeted to assess the sewer segments that are most likely to contribute excessive flow to the sewer system. Segments that are most likely to cause excessive flow will be assessed on the results of the manhole inspections, proximity to wetlands, and materials of construction.

CCTV inspection will be conducted during high groundwater season on each manhole to manhole segment or service, or following significant rainfall events when flows at the Phillips street meter are excessive. Inspection will be conducted to identify structural defects in the pipe that may cause infiltration/inflow and sewer services that appear to have sump pump connections will be identified based on constant pumped clear flow from the sewer lateral.

A closed-circuit "pan and tilt" television camera shall be utilized to observe and document the internal condition of the sewer lines. The television camera shall be moved through the sewer line at a prudent rate so that all pipe leaks and defects are observed and photographed. An observation log shall be kept for each sewer segment inspected. Information on each log shall include, at a minimum: date inspected, weather, condition, segment location, segment length, ground surface description, pipe size, pipe length and joint spacing. The town's manhole numbering system shall be used to identify each line segment location. Reports will be PACP compliant.

Sewer line cleaning services will be performed in order to increase visibility for the television inspections. Using a cleaning unit equipped with telescoping, rotating hose reels, high velocities of water will be directed against pipe walls to remove debris and grease build-up. Light cleaning will include up to two passes with the jet nozzle. The Town will provide a water supply (fire hydrant), access and rights of way to all openings, bypass pumping and flow diversion (if required). Adequate lay down space for equipment and a local site for disposal of pipe sediments will be provided by the Town.

Task 7: SSES Report

As a result of the I/I field investigation efforts detailed above, an SSES Report will be delivered to the Town. The technical memo will detail potential I/I sources and associated estimated quantities of I/I, and recommend future plan of action for system improvements in the sewer system area needed to achieve excessive flow reductions.

The technical memo will summarize condition assessments of the inspected sewer pipes and manholes, prepare recommendations for rehabilitation and opinion of probable costs to aid in the Town's Capital Improvement Plan, and will identify significant defects requiring immediate repair.



COMPENSATION

The following table presents our fee through a lump sum billing method for the professional services for the Phases listed herein. This fee will not be exceeded without prior written authorization. Monthly invoices will be submitted to the Town.

Task	Total Fee
1 – Middle School Investigation	\$10,000
2 – Pump Station Assessment	\$12,000
3 – Sensoring & On-Site Investigations	\$35,000
4 – MH Inspections	\$35,000
5 – Smoke Testing	\$33,000
6 – CCTV Inspection	\$60,000
7 – SSES Report	\$35,000
TOTAL	\$220,000

The parties may agree to expand the Scope of Services provided by Woodard & Curran upon completion of the Scope as herein outlined. Any additions or extensions of the contract will be the subject of future negotiations.

PROJECT SCHEDULE

Woodard & Curran is available to commence work immediately upon a signed contract. All work will be completed within one year of the notice to proceed.

CLARIFICATIONS AND ASSUMPTIONS

Exclusions from the scope of work and costs presented above include the following:

- Assessment of non-sewered areas or privately owned sewers

TERMS AND CONDITIONS

All services will be performed in accordance with the Term and Conditions previously agreed to between the Town of Medfield and Woodard & Curran. We appreciate the opportunity to continue to support the Town of Medfield DPW. If necessary, please reference a purchase order number if required for billing purposes.

Sincerely,

WOODARD & CURRAN, INC.


Scott C. Salvucci, P.E.
Client Manager, Principal


Peter Lyons, P.E.
Project Manager



VIA EMAIL

Verizon Wireless
c/o SAI Group LLC
Attn: Ali Black
12 Industrial Way
Salem, NH 03079

March 4, 2024

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

RE: Lease Agreement (the “Lease”), dated October 30, 2018 ,by and between Town of Medfield, (“Lessor”) and Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”), covering the leased site located at 45 Hospital Road, Medfield, Massachusetts (the “Premises”) – Verizon Wireless Site Name / Location Code: Medfield 5 MA / 186167

Dear Mr. Goulet,

The purpose of this letter is to obtain Lessor's written consent to certain proposed modifications by Verizon Wireless to its equipment located on the Rooftop on the Premises as described herein below. Verizon Wireless hereby requests your consent to the following equipment modifications:

EQUIPMENT TO BE REMOVED:

EQUIPMENT TO BE ADDED:

(3) Samsung MT6413-77A Antennas

A structural analysis of the water tank has been performed based on the proposed equipment modifications, and no additional reinforcement of the structure or foundation are necessary to support the proposed modifications.

At Landlords Request, VZW will:

1. All tank access shall be coordinated with the Town.
2. SAI should document pre- and post-construction condition (photographs) of the tank roof and antenna sectors. Information shall be submitted with as-built information.
3. SAI shall submit as-built plans documenting work completed and identifying any field-modifications/changes from proposed plans.
4. Any damage to the tank coating system shall be restored in accordance with coating system mfg specifications/recommendations.

Please indicate Lessor's consent to the proposed modifications by signing in the space provided below. Please note that by giving your approval you are also granting permission to Verizon Wireless to act on your behalf in the filing of all applications for all permits related to the replacement and additional equipment at the referenced site.

Thank you for your cooperation in connection with this matter. If you have any questions or concerns regarding this request, please feel free to contact me at 603-212-6237.

Town of Medfield
By: _____

Ali Black
SAI Communications

Name: _____

Title: _____
Date: _____

Tank Painting System Information:

1,250,000 GALLON CET	
OWNER: CITY OF MEDFIELD, MA JOB NAME: MEDFIELD, MA ENGINEER: ENVIRONMENTAL PARTNERS 917-657-0276 PAUL MILLETT paul@envpartners.com	HWL = 137.5' PAINT MFG: TNEMEC
SHOP CLEANING PROCEDURE	
1. CLEAN EXTERIOR SURFACES TO SSPC-SP6. PRIME WITH 94H2O (2.5 - 4.0 MILS) 2. CLEAN INTERIOR WET SURFACES TO SSPC-SC 10. PRIME WITH 94H2O (2.5 - 4.0 MILS)	
FIELD PROCEDURE	
1. INTERIOR BLAST: SSPC-SP10 ALL ABRASIVE & WELD SEAMS. 2. EXTERIOR BLAST: a. BLAST ALL WELD SEAMS AND RUSTED OR ABRASIVE AREAS TO SSPC-SP7. b. BRUSH-BLAST REMAINING SHOP-PRIMED SURFACES TO SSPC-SP7. 4. FOR ALL STRIPE-WELD SEAMS, USE INTERIOR AND EXTERIOR SYSTEM - AT 2.5 - 4.0 MILS DFT. 5. DISINFECT INTERIOR PER AWWA C602 METHOD 2 (SPRAY). 6. BLAST MEDIA: USE ONLY LOW SILICA MEDIA, STAR BLAST, BLACK BEAUTY TO PRODUCE SPECIFIED BLAST PROFILE	
INTERIOR WET COATING SYSTEM	
-CLEAN WELD SEAMS AND ABRASIVE AREAS TO SSPC-SP10- PRIME: SERIES 94H2O DFT (MILS) 2.5 - 4.0 STRIBE: SERIES 94H2O 2.5 - 4.0 FINISH: SERIES FC22 20.0 - 30.0	
TOTAL: 25.0 - 38.0	
SURFACE AREA:	
INTERIOR DRY COATING SYSTEM	
-CLEAN WELD SEAMS AND ABRASIVE AREAS TO SSPC-6- PRIME: SERIES 94H2O DFT (MILS) 2.5 - 4.0 2 ND: SERIES N140-1255 5.0 - 6.0 3 RD: SERIES N140-WHI 5.0 - 6.0	
TOTAL: 12.5 - 18.0	
SURFACE AREA:	
EXTERIOR COATING SYSTEM	
-CLEAN WELD SEAMS AND ABRASIVE AREAS TO SSPC-6- PRIME: SERIES 94H2O DFT (MILS) 2.5 - 4.0 2 ND: SERIES 73 2.5 - 3.0 3 RD: SERIES 701 2.0 - 3.0	
TOTAL: 7.0 - 10.0	
SURFACE AREA:	
COATING SYSTEM / PAINTING INSTRUCTIONS	



Town of Medfield Complete Streets Program Concepts



Complete Streets Definition

Complete Streets are for Everyone

A Complete Street is one that provides safe and accessible options for all travel modes – walking, biking, transit, and motorized vehicles – for people of all ages and abilities. (MassDOT)

Complete Streets Program

Tier 1 – Complete Streets Training and Policy Development (Completed 3/14/22)

- Develop comprehensive Complete Streets Policy to guide existing and future development practices
- Facilitate better pedestrian, bicycle, and transit travel for users of all ages and abilities
- Rolling submittal

Tier 2 – Complete Streets Prioritization Plan (Completed 7/12/23)

- Determine Complete Streets needs and prioritize projects
- Must include at least 15 projects
- Preliminary cost estimates
- Round 1 April 1, 2024
- Round 2 September 1, 2024

Tier 3 – Project Construction Funding

- Funding for Complete Streets infrastructure
- Enter Tier 3 after successful completion of Tier 1 and 2
- Up to \$500,000 reimbursement for construction
- Round 1 May 1, 2024
- Round 2 October 1, 2024

Tier 2 Prioritization Plan

A Collaborative Effort

- Kickoff Meeting – Working Group
- Identify Town priorities, preferences & key focus areas
- Incorporate input from residents & stakeholders on known problem areas/issues
- Identify 15 projects or more

Key Generators of Ped/Bicycle Traffic

- Schools
- Library
- Recreation areas/Parks/Preserves
- Shopping
- Bus Routes
- Senior Centers

Evaluate Projects

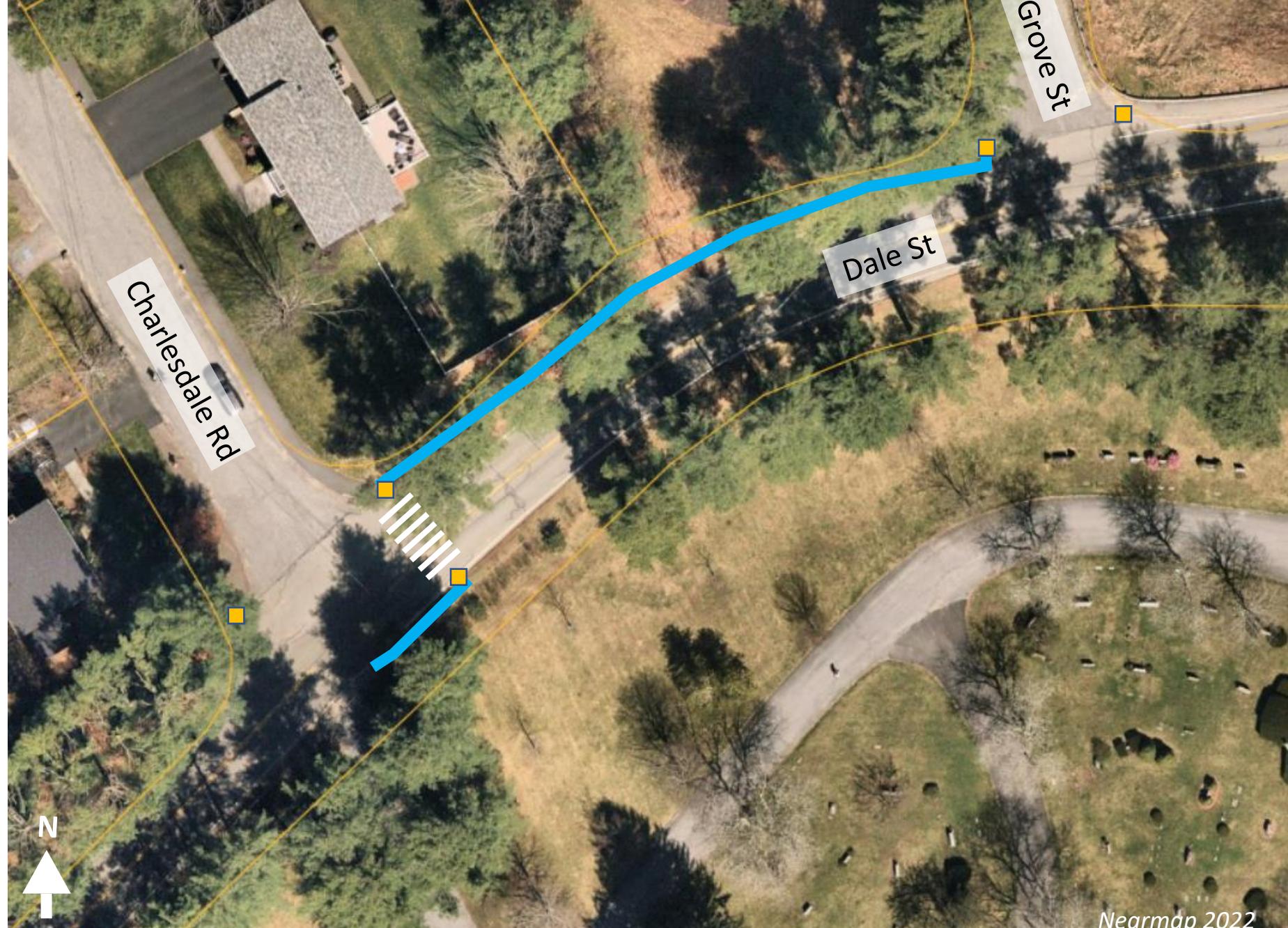
- Site visits
- Geometrics
- Traffic, pedestrian, bicycle volumes
- Crash evaluation
- Gap, connectivity analysis
- Safety issues
- ADA compliance
- MassDOT/MAPC data
- GIS mapping
- Concept sketches
- Preliminary cost estimates
- **Non-State roadways**

Prioritization Plan

- Rank and Prioritize projects
- Project and Public Meetings

Dale Street Sidewalk Grove to Charlesdale

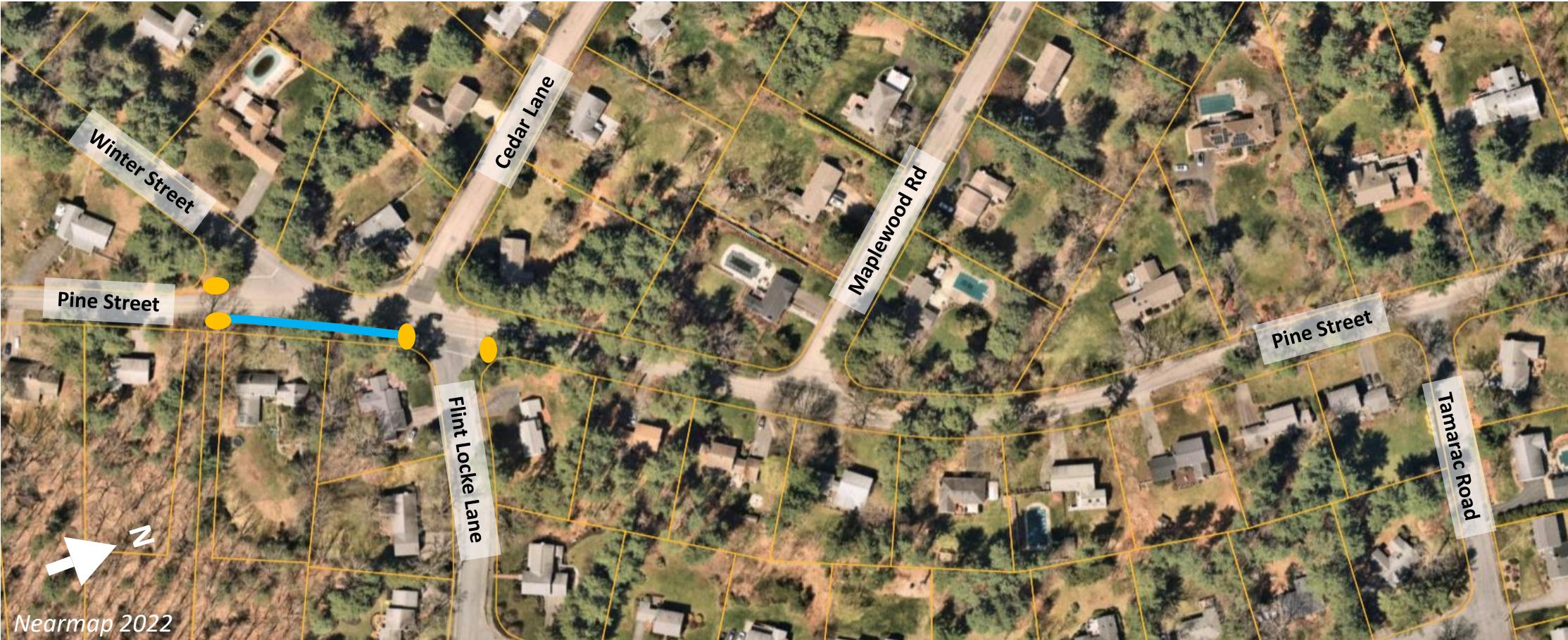
- Connect neighborhood to existing sidewalk
- Improve accessibility for people with disabilities
- Improve visibility to cemetery
- Approximately 250 LF of 5-foot-wide asphalt sidewalk with asphalt berm.



Nearmap 2022

Pine Street Sidewalk (North)

- 5-foot sidewalk and ramps
- Connecting neighborhoods to North Street
- 5-foot-wide asphalt sidewalk with asphalt berm.
- Need to think about drainage



Winter Street sidewalk

- Ramps and crosswalk improvement
- Connecting neighborhoods to North Street sidewalk
- Approximately 1,400 LF of 5-foot-wide asphalt sidewalk with asphalt berm.

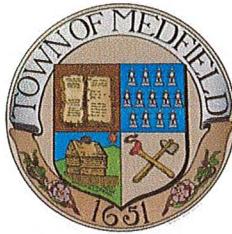


Adams Street Sidewalk (West)

- Provides access to schools
- Approximately 1,500 LF of 5-foot-wide asphalt sidewalk with asphalt berm.



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



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

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

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

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Rob Barossi Email: rbarossi@netstarts.org

Street Address: 38 Hartford St Telephone: 774-219-6321

City/Town, State: Medfield, MA 02052

Event and Purpose:

Rock the Woods concert at Rocky Woods - small music festival

Location of Event: Rocky Woods Reservation

Date and Hours of Event: 5/19/24 12 - 5 pm

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

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

Copy of Valid Bartender Trainings attached: Yes No

Copy of Certificate of Liability Insurance attached: Yes No

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

Robert Barossi

Signature of Applicant

4/8/24

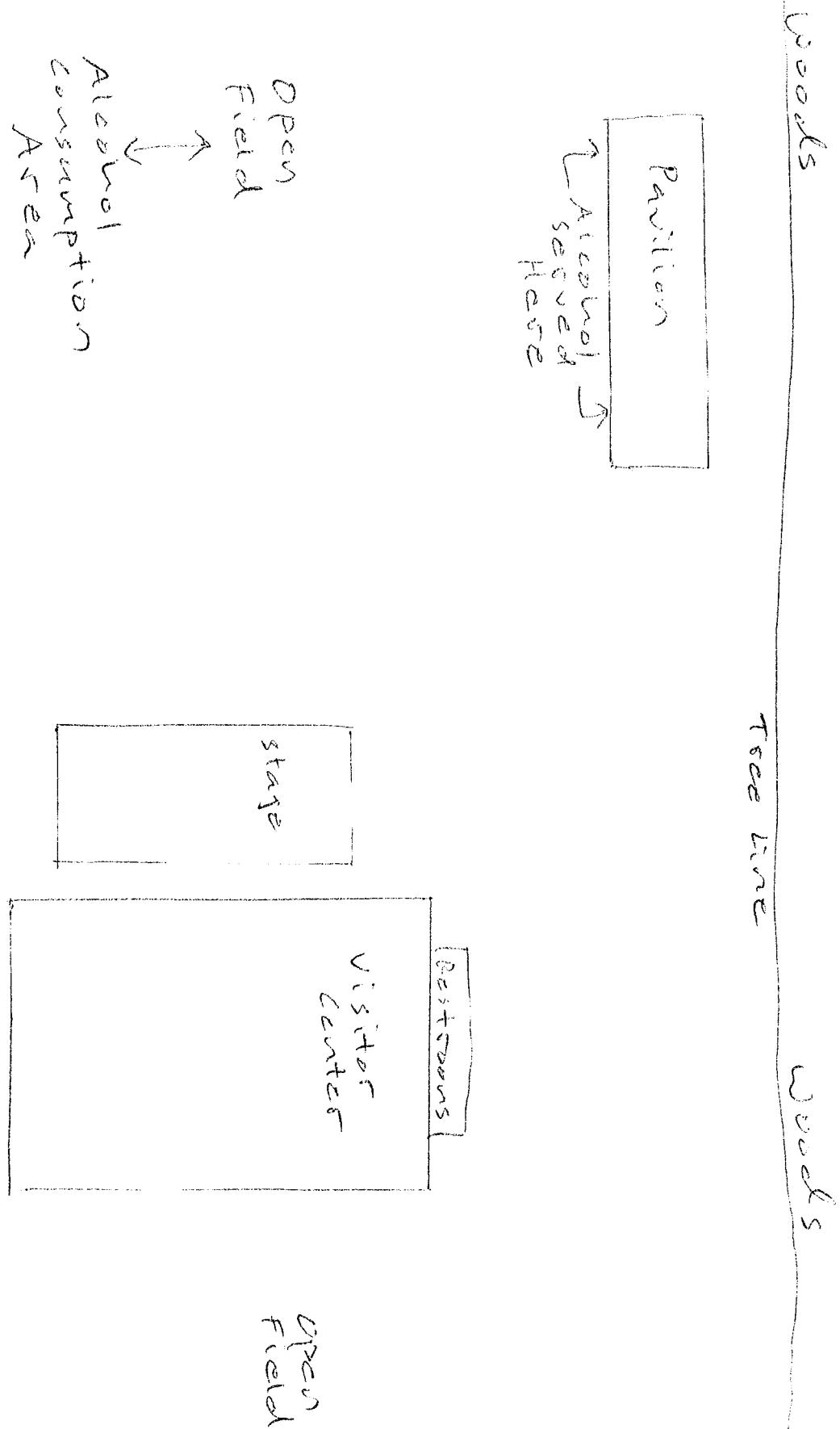
Date filed

Licensing Authority Signature

Date approved

Conditions: _____

Rocky Woods Rock the Woods Event plan - Entire open field is also not consumption area



This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

TIPS[®]



Sincerely,



Adam F. Chafetz
HCI President

TIPS[®] eTIPS On Premise 3.1
CERTIFIED

ID#: 5531843
Issued: 8/14/2021

Name: Rob Barossi
Exam Date: 8/14/2021
Expiration Date: 8/14/2024

Expires: 8/14/2024

Rob Barossi
Trustees of Reservations
Appleton Farms
219 County Rd
Ipswich, MA 01938-2725

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2023

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

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

PRODUCER		CONTACT NAME: PHONE (A/C, No. Ext): 617-261-6700 E-MAIL ADDRESS:	
Arthur J. Gallagher Risk Management Services, LLC 470 Atlantic Avenue Boston MA 02210		FAX (A/C, No): 617-646-0400	
		INSURER(S) AFFORDING COVERAGE NAIC #	
License#: BR-724491 TRUSOFR-01		INSURER A : Philadelphia Indemnity Insurance Company	18058
		INSURER B : Navigators Insurance Company	42307
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED			
The Trustees of Reservation 200 High Street, 4th Floor Boston MA 02210			

COVERAGES

CERTIFICATE NUMBER: 261575310

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	PHPK2537003	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							LIQUOR LIABILITY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2537006	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/>	OCCUR	PHUB857854	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 5,000,000
			CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N	N / A				PER STATUTE	OTH- ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Excess Liability SEXUAL/PHYSICAL ABUSE OR MOLESTATION			NY23EXRZ04W1CIV PHPK2537003	4/1/2023 4/1/2023	4/1/2024 4/1/2024	Excess Limit Occurrence Limit Aggregate Limit	\$10,000,000 \$1,000,000 \$2,000,000

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

Named Insured's:
The Trustees of Reservation
Boston Natural Areas Network
The Farm Institute
The Massachusetts Land Conservation Trust
Hilltown Land Trust
Fruitlands Museum
deCordova
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Town of Medfield 459 Main Street Medfield MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Patrick J. Kele</i>

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED The Trustees of Reservation 200 High Street, 4th Floor Boston MA 02210
POLICY NUMBER	
CARRIER	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

deCordova Museum and Sculpture Park
deCordova and Dana Museum and Park

Town of Medfield is included as additional insured with respect to the general liability policy; as their interests may appear through written contract or agreement; in accordance with policy terms and conditions.



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner
mass.gov/dor

Letter ID: L0634754688
Notice Date: December 3, 2018
MA Taxpayer ID: 11172891



CERTIFICATE OF EXEMPTION



TRUSTEES OF RESERVATIONS THE
200 HIGH ST FL 4
BOSTON MA 02110-3036

00252

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE Certificate of Exemption

Form ST-2

TRUSTEES OF RESERVATIONS THE
200 HIGH ST FL 4TH
BOSTON MA 02110-3036

**MA Taxpayer ID: 11172891
Certificate Number: 633251840**

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: January 4, 2019

Expiration Date: January 3, 2029

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

April 16, 2024

Kara Runsten, Municipal Vulnerability Preparedness Manager
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Subject: Letter of Support for Natick's Regional MVP Application on behalf of the Charles River Climate Compact

Dear Ms. Runsten,

The Town of Medfield is pleased to submit this statement of match in support of the Town of Natick's application for the Charles River Watershed Flood Mitigation Plan Implementation project. As an active member of the Charles River Climate Compact, Medfield has benefitted immensely from the initiative, gaining essential technical insights that have been instrumental in shaping our climate resilience planning. We are eager to see the lessons from the Charles River Flood Model translated into additional actionable recommendations and continue to identify ion-the-ground project opportunities.

The Town of Medfield is committed to this regional partnership and will commit \$250 of in-kind match to this project in FY25. All matching funds have been approved. We will participate in project meetings and outreach, as well as culvert assessment or site visits, as necessary to advance local design or modeling work. Project outputs will set the stage for flood mitigation work in our community, with a particular focus on nature-based solutions.

This regional partnership is not only a means to gather data; it's also a valuable platform for sharing knowledge and experience with our neighboring communities to confront shared adaptation challenges head-on. Finally, this project provides a unique opportunity to inform our residents about the expected impacts of climate change, such as increased precipitation and flooding, and the proactive steps our community can take to mitigate these effects, including the adoption of green stormwater infrastructure and other transformative community projects.

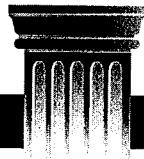
We look forward to continuing this partnership to collaborate on implementing regional flood mitigation projects, participate in the regional culvert assessment, address challenging multi-jurisdictional flooding challenges, and engage residents in municipal climate planning. We hope you will fund this proposal.

Sincerely,

Eileen M. Murphy

Select Board Chair

Informational



SOVEREIGN CONSULTING INC.

April 5, 2024

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

Re: **Results of Groundwater Sampling Conducted March 6, 2024**
In the Vicinity of Former Texaco-Branded Service Station No. 100084
26 Spring Street, Medfield, Massachusetts
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from a groundwater monitoring well located on the shoulder of Spring Street on March 6, 2024. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

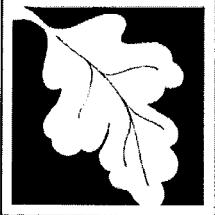
Please contact the MassDEP or the undersigned if you have any questions or require additional information. Please note that public involvement opportunities are available to you pursuant to 310 CMR 40.1404 for Tier classified sites. Equilon Enterprises LLC dba Shell Oil Products US and Sovereign thank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

Sincerely,
SOVEREIGN CONSULTING INC.

Barbara K. Laughlin
Project Manager

Attachments: MassDEP Form BWSC-123
Laboratory Data Report

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



NOTICE OF ENVIRONMENTAL SAMPLING

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

BWSC 123

This Notice is Related to
Release Tracking Number

2

3003830

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

1. Street Address: 26 Spring Street

City/Town: Medfield Zip Code: 02052

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

1. Name: Kristine Trierwieler, Town Administrator

2. Street Address: 459 Main Street

City/Town: Medfield Zip Code: 02052

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

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

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

1. Street Address: Shoulder of Spring Street

City/Town: Medfield Zip Code: 02052

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

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

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

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

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

Groundwater from a monitoring well.

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

Contact Name: Barbara Laughlin

Street Address: 9 Payson Road, Suite 150

City/Town: Foxborough Zip Code: 02035

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

NOTICE OF ENVIRONMENTAL SAMPLING

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

MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

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

THE PERSON(S) PROVIDING THIS NOTICE

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

PURPOSE OF THIS NOTICE

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

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

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

FOR MORE INFORMATION

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



Dayton, NJ

04/04/24

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

e-Hardcopy 2.0
Automated Report

Technical Report for

Shell Oil Products US

SCMAW:26 Spring Street, Medfield, MA

2L883

SGS Job Number: JD84046

Sampling Date: 03/06/24

Report to:

Sovereign Consulting

blaughlin@sovcon.com

ATTN: Barbara Laughlin

Total number of pages in report: 18



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

David Chastain
General Manager

Client Service contact: Angela Lattanzio 732-329-0200
Certifications: NJ(12129), NY(10983), CA, CO, CT, FL, HI, IL, IN, KY, LA (120428), MA, MD, ME, MN, NC, NH, NV, AK (UST-103), AZ (AZ0786), PA(68-00408), RI, SC, TX (T104704234), UT, VA, WA, WV

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

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

SGS is the sole authority for authorizing edits or modifications to this document.
Unauthorized modification of this report is strictly prohibited.
Review standard terms at: <http://www.sgs.com/en/terms-and-conditions>

Please share your ideas about
how we can serve you better at:
EHS.US.CustomerCare@sgs.com



1 of 18

JD84046

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Sample Summary

Shell Oil Products US

Job No: JD84046

SCMAW:26 Spring Street, Medfield, MA
Project No: 2L883

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

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

JD84046-1 03/06/24 12:00 03/07/24 AQ Ground Water MW-105

CASE NARRATIVE / CONFORMANCE SUMMARY

2

Client: Shell Oil Products US

Job No: JD84046

Site: SCMAW:26 Spring Street, Medfield, MA

Report Date 3/25/2024 4:07:36 PM

On 03/07/2024, 1 sample(s), 0 Trip Blank(s), 0 Equip. Blank(s) and 0 Field Blank(s) were received at SGS North America Inc. (SGS) at a temperature of 1.5 °C. The samples were intact and properly preserved, unless noted below. An SGS Job Number of JD84046 was assigned to the project. The lab sample ID, client sample ID, and date of sample collection are detailed in the report's Results Summary.

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

GC Volatiles By Method MADEP VPH REV 2.1

Matrix: AQ

Batch ID: GBH1627

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

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

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

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

Summary of Hits**Page 1 of 1**

Job Number: **JD84046**
Account: **Shell Oil Products US**
Project: **SCMAW:26 Spring Street, Medfield, MA**
Collected: **03/06/24**



Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
Analyte						
JD84046-1	MW-105					

No hits reported in this sample.



Dayton, NJ

Section 4

4

Sample Results

Report of Analysis

Report of Analysis

Page 1 of 1

Client Sample ID:	MW-105	Date Sampled:	03/06/24
Lab Sample ID:	JD84046-1	Date Received:	03/07/24
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	MADEP VPH REV 2.1		
Project:	SCMAW:26 Spring Street, Medfield, MA		

Run #	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
Run #1	BH44792.D	1	03/19/24 23:02	JN	n/a	n/a	GBH1627
Run #2							

Run #	Purge Volume
Run #1	5.0 ml
Run #2	

MADEP VPH List

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

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
	2,3,4-Trifluorotoluene	96%		70-130%
	2,3,4-Trifluorotoluene	106%		70-130%

ND = Not detected

J = Indicates an estimated value

RL = Reporting Limit

B = Indicates analyte found in associated method blank

E = Indicates value exceeds calibration range

N = Indicates presumptive evidence of a compound

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4



Dayton, NJ

Section 5

Misc. Forms



Custody Documents and Other Forms

Includes the following where applicable:

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



Shell Oil Products Chain Of Custody Record

JD84046

~~SES~~ Service Center
Northborough, MA 317

Initial Assessment 1B-Jew

Classification

¹⁰ See, for example, the discussion of the 1992 Constitutional Convention in the *Constitutional Convention of 1992: The Final Report* (1993).

CLASS 1 (387)

SGS Sample Receipt Summary

Job Number: JD84046 Client: SOVEREIGN CONSULTING, INC. Project: SCMAW:26 SPRING STREET, MEDFIELD,
 Date / Time Received: 3/7/2024 10:09:00 PM Delivery Method: sgs courier Airbill #'s:

Cooler Temps (Raw Measured) °C: Cooler 1: (1.2);

Cooler Temps (Corrected) °C: Cooler 1: (1.5);

Cooler Security		Y or N	Y or N	Sample Integrity - Documentation		Y or N
1. Custody Seals Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>	3. COC Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>	1. Sample labels present on bottles:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
2. Custody Seals Intact:	<input checked="" type="checkbox"/> <input type="checkbox"/>	4. Smpl Dates/Time OK	<input checked="" type="checkbox"/> <input type="checkbox"/>	2. Container labeling complete:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
Cooler Temperature		Y or N		3. Sample container label / COC agree:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
1. Temp criteria achieved:	<input checked="" type="checkbox"/> <input type="checkbox"/>		Sample Integrity - Condition		Y or N	
2. Cooler temp verification:	IR-40		1. Sample recvd within HT:	<input checked="" type="checkbox"/> <input type="checkbox"/>		
3. Cooler media:	Ice (Bag)		2. All containers accounted for:	<input checked="" type="checkbox"/> <input type="checkbox"/>		
4. No. Coolers:	1		3. Condition of sample:	Intact		
Quality Control Preservation		Y or N	N/A	Sample Integrity - Instructions		Y or N
1. Trip Blank present / cooler:	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>			1. Analysis requested is clear:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
2. Trip Blank listed on COC:	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>			2. Bottles received for unspecified tests	<input type="checkbox"/> <input checked="" type="checkbox"/>	
3. Samples preserved properly:	<input checked="" type="checkbox"/> <input type="checkbox"/>			3. Sufficient volume recvd for analysis:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
4. VOCs headspace free:	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			4. Compositing instructions clear:	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
				5. Filtering instructions clear:	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	

Test Strip Lot #s:	pH 1-12: 231619	pH 12+: 203117A	Other: (Specify) _____
--------------------	-----------------	-----------------	------------------------

Comments

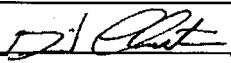
SM089-03
 Rev. Date 12/7/17

JD84046: Chain of Custody

Page 2 of 2

	Massachusetts Department of Environmental Protection Bureau of Waste Site Cleanup	WSC-CAM	Exhibit VII A
		July 1, 2010	Revision No. 1
		Final	

Exhibit VII A-2: MassDEP Analytical Protocol Certification Form

MassDEP Analytical Protocol Certification Form						
Laboratory Name: SGS North America Inc. - Dayton			Project #: JD84046			
Project Location: SCMAW:26 Spring Street, Medfield, MA			MADEP RTN		None	
This form provides certifications for the following data set: list Laboratory Sample ID Numbers(s) JD84046-1						
Matrices: Groundwater/Surface Water (X) Soil/Sediment () Drinking Water () Air () Other ()						
CAM Protocol (check all that apply below):						
8260 VOC () CAM IIA	7470/7471 Hg () CAM III B	MassDEP VPH (X) CAM IV A	8081 Pesticides () CAM V B	7196 Hex Cr () CAM VI B	Mass DEP APH () CAM IX A	
8270 SVOC () CAM II B	7010 Metals () CAM III C	MassDEP EPH () CAM IV B	8151 Herbicides () CAM V C	8330 Explosives () CAM VIII A	TO-15 VOC () CAM IX B	
6010 Metals () CAM III A	6020 Metals () CAM III D	8082 PCB () CAM V A	9014 Total Cyanide/PAC () CAM VI A	6860 Perchlorate () CAM VIII B		
Affirmative Responses to Questions A Through F are required for "Presumptive Certainty" status						
A	Were all samples received in a condition consistent with those described on the Chain-of Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding times? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
D	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
E	VPH, EPH, APH, and TO-15 only: a. VPH, EPH, and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No b. APH and TO-15 Methods only: Was the complete analyte list reported for each method? <input type="checkbox"/> Yes <input type="checkbox"/> No					
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Responses to questions G, H, and I below is required for "Presumptive Certainty" status						
G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocols <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹					
Data User Note: Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40.1056(2)(k) and WSC-07-350.						
H	Were all QC performance standards specified in the CAM protocol(s) achieved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹					
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹					
¹ All Negative responses must be addressed in an attached Environmental Laboratory case narrative.						
<i>I the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, accurate and complete.</i>						
Signature: 			Position: General Manager			
Printed Name: David Chastain			Date: 25-Mar-24			

MADEP VPH FORM

Matrix	Aqueous <input checked="" type="checkbox"/>	Soil <input type="checkbox"/>	Sediment <input type="checkbox"/>	Other <input type="checkbox"/>			
Containers	Satisfactory <input checked="" type="checkbox"/> Broken <input type="checkbox"/> Leaking <input type="checkbox"/>						
Aqueous Preservatives	N/A <input type="checkbox"/>	pH <= 2 <input checked="" type="checkbox"/>	pH > 2 <input type="checkbox"/>				
Temperature	Received on Ice <input type="checkbox"/>	Received at 4 Deg. C <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	Rec'd at 1.5 Deg. C			
Methanol	N/A						
Method for Ranges: MADEP VPH REV 2.1		Client ID: MW-105		Lab ID: JD84046-1			
Method for Target Analytes: MADEP VPH REV 2.1		Date Collected: 3/6/2024		Date Received: 3/7/2024			
VPH Surrogate Standards		Date Extracted: N/A	First Date Run: 3/19/2024	Last Date Run: N/A			
PID:		% Solids: N/A	Low Dilution: 1	High Dilution: N/A			
FID:							
Unadjusted Ranges		CAS #	Elution Range	Units	Result	RDL	Q
C5- C8 Aliphatics (Unadj.)			N/A	ug/l	ND	^a	100
C9- C12 Aliphatics (Unadj.)			N/A	ug/l	ND	^a	100
Target Analytes							
Benzene	71-43-2	C5-C8	ug/l	ND	1		
Naphthalene	91-20-3	N/A	ug/l	ND	2		
Ethylbenzene	100-41-4	C9-C12	ug/l	ND	2		
Methyl Tert Butyl Ether	1634-04-4	C5-C8	ug/l	ND	1		
Toluene	108-88-3	C5-C8	ug/l	ND	2		
m,p-Xylene		C9-C12	ug/l	ND	2		
o-Xylene	95-47-6	C9-C12	ug/l	ND	2		
Adjusted Ranges							
C5- C8 Aliphatics		N/A	ug/l	ND	^b	100	
C9- C12 Aliphatics		N/A	ug/l	ND	^c	100	
C9- C10 Aromatics			ug/l	ND	100		
Surrogate Recoveries					Acceptance Range		
FID:2,3,4-Trifluorotoluene			%	106	70-130 %		
PID:2,3,4-Trifluorotoluene			%	96	70-130 %		
Footnotes							
A	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range						
B	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C5-C8 Aliphatic Hydrocarbons exclude the concentration of Target Analytes eluting in that range.						
C	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C9-C12 aliphatic Hydrocarbons exclude conc of Target Analytes eluting in that range AND concentration of C9-C10 Aromatic Hydrocarbons.						
Z	A 'J' qualifier indicates an estimated value						

Were all QA/QC procedures REQUIRED by the VPH Method followed? Yes No- Details Attatched
 Were all performance/acceptance standards for required QA/QC procedures achieved? Yes No- Details Attatched
 Were any significant modifications made to the VPH method, as specified in Sect. 11.3? No Yes- Details Attatched

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



Signature

Position

General Manager

Printed Name

David Chastain

Date

3/25/2024

Internal Sample Tracking Chronicle

Shell Oil Products US

Job No: JD84046

SCMAW:26 Spring Street, Medfield, MA
Project No: 2L883

5
4

5

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

JD84046-1 Collected: 06-MAR-24 12:00 By: Received: 07-MAR-24 By: EN
MW-105

JD84046-1 MADEP VPH REV 2.1 19-MAR-24 23:02 JN VMAVPH

QC Evaluation: MA MCP Limits

Page 1 of 1

Job Number: JD84046
Account: Shell Oil Products US
Project: SCMAW:26 Spring Street, Medfield, MA
Collected: 03/06/24

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

No MA MCP Limits found for methods in this job.



* Sample used for QC is not from job JD84046

GC Volatiles

QC Data Summaries

Includes the following where applicable:

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

Method Blank Summary

Page 1 of 1

Job Number: JD84046

Account: SHELLWIC Shell Oil Products US

Project: SCMAW:26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH1627-MB	BH44782.D	1	03/19/24	JN	n/a	n/a	GBH1627

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD84046-1



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

CAS No.	Surrogate Recoveries	Limits
	2,3,4-Trifluorotoluene	96% 70-130%
	2,3,4-Trifluorotoluene	107% 70-130%

Blank Spike/Blank Spike Duplicate Summary

Page 1 of 1

Job Number: JD84046

Account: SHELLWIC Shell Oil Products US

Project: SCMAW:26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH1627-BS	BH44783.D	1	03/19/24	JN	n/a	n/a	GBH1627
GBH1627-BSD	BH44784.D	1	03/19/24	JN	n/a	n/a	GBH1627

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD84046-1

CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	BSD ug/l	BSD %	RPD	Limits Rec/RPD
71-43-2	Benzene	50	42.9	86	42.7	85	0	70-130/25
100-41-4	Ethylbenzene	50	43.9	88	43.7	87	0	70-130/25
1634-04-4	Methyl Tert Butyl Ether	50	39.2	78	39.3	79	0	70-130/25
91-20-3	Naphthalene	50	38.7	77	42.1	84	8	70-130/25
108-88-3	Toluene	50	42.5	85	42.3	85	0	70-130/25
	m,p-Xylene	100	88.2	88	87.7	88	1	70-130/25
95-47-6	o-Xylene	50	42.9	86	43.2	86	1	70-130/25
	C5- C8 Aliphatics (Unadj.)	150	123	82	122	81	1	70-130/25
	C9- C12 Aliphatics (Unadj.)	100	86.4	86	89.0	89	3	70-130/25
	C9- C10 Aromatics	50	43.0	86	43.0	86	0	70-130/25
CAS No.	Surrogate Recoveries	BSP	BSD	Limits				
	2,3,4-Trifluorotoluene	97%	88%	70-130%				
	2,3,4-Trifluorotoluene	108%	98%	70-130%				

* = Outside of Control Limits.

Surrogate Recovery Summary

Page 1 of 1

Job Number: JD84046

Account: SHELLWIC Shell Oil Products US

Project: SCMAW:26 Spring Street, Medfield, MA

Method: MADEP VPH REV 2.1

Matrix: AQ

Samples and QC shown here apply to the above method

Lab Sample ID	Lab File ID	S1 ^a	S1 ^b
JD84046-1	BH44792.D	96	106
GBH1627-BS	BH44783.D	97	108
GBH1627-BSD	BH44784.D	88	98
GBH1627-MB	BH44782.D	96	107

Surrogate
Compounds

Recovery
Limits

S1 = 2,3,4-Trifluorotoluene

70-130%

(a) Recovery from GC signal #2

(b) Recovery from GC signal #1

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