

SELECT BOARD MEETING
TUESDAY, SEPTEMBER 17, 2024

Use of field behind MSH

Harte, Stephen <hartes@doversherborn.org>
To: Kristine Trierweiler <ktrierweiler@medfield.net>
Cc: fgervasio@medfield.net

Thu, Sep 12, 2024 at 7:00 PM

Thanks so much for getting back to me Kristine. I'm copying Frank, who I met at the Town Hall today.

Just a couple more details that he wanted:

- the span of time runners would be in the field is probably about 10 minutes during the boys' race, starting around 4:15. So from the time the lead runner enters the field until the last runner exits the field is about 10 minutes. That same thing would happen during the girls' race- probably around 5:00.
- we've been running back in that field during practice a few times this season and the dogs (and owners) have been great. The dogs have been well behaved.
- part of our typical course in the past went along the river. We started using that course in 2010 and dog walking has become increasingly popular along the river trail. We always put a sign alerting walkers on the path and posted a coach at both ends of the path. If the board looks favorably on this, we would do something similar in the field with signs on the left and right at the top of the field as well as a coach at each sign.
- if the board looks favorably on this, our HS grounds crew would be happy to do the mowing of a path across the field.
- we have two home races this season where we would like to run through the field: September 25th and October 23rd (this one may be moved to October 22).
- I've attached a copy of our course map so you can see where we enter and exit the field.
- I'm happy to attend the meeting on Tuesday if it would help to have questions answered on the spot.

I appreciate your consideration!

Stephen Harte

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DS proposed course using MSH field.png
3282K



Town of Medfield Zero-Emission Vehicle First Policy (DRAFT)

This model policy was prepared to assist municipalities in developing a zero-emission-first vehicle policy. This model policy is intended for illustration purposes. Communities are free to utilize the format provided.

Town of Medfield/ Medfield School District ZERO EMISSION FIRST VEHICLE POLICY	
Effective Date	
Revisions	
Select Board Approval Date	
School Superintendent Approval Date	

1) DEFINITIONS

- a) Acquisition** - In the context of this guideline, acquisition refers to the purchase or lease of on-road vehicles (whether used or new) by and for the (city/town/school district) either to replace an existing fleet vehicle or to expand a fleet.
- b) Alternative fuel vehicles (AFVs)** - Dedicated, flexible fuel, or dual-fuel vehicles designed to operate on at least one alternative fuel (such as electricity, biodiesel, propane, or natural gas) to reduce carbon emissions.
- c) Battery electric vehicle (BEV)** – An electric vehicle that draws propulsion energy solely from an on-board electrical energy storage device during operation that is charged from an external source of electricity.
- d) Electric vehicle supply equipment (EVSE) or electric vehicle charging station** – An electric component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles by permitting the transfer of electric energy to a battery or other storage device in an electric vehicle.
- e) Exempt vehicles** - Vehicles that are exempt from the Green Communities Fuel Efficient Vehicle Policy include off-road vehicles, motorcycles and heavy-duty vehicles with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds. Examples include fire engines, ambulances, and some public works vehicles.
- f) Fleet vehicles** - In the context of this guideline, refers to on road vehicle assets owned or leased and operated by the (city/town/school district).

g) **Fuel-cell electric vehicle (FCEV or FCV)** - An electric vehicle that draws propulsion energy solely from an on-board energy storage device during operation, where energy stored as hydrogen is converted to electricity by a fuel cell, that is recharged from an external source of hydrogen.

h) **Fuel Efficient Vehicle (FEV) Policy** - Issued by the Department of Energy Resources (DOER) to fulfill the requirements of the Green Communities Act. The FEV Policy requires designated Green Communities to acquire fuel-efficient vehicles; applies to all light-duty vehicle acquisitions with a gross vehicle weight rating (GVWR) of 8,500 pounds or less.

i) **Gross vehicle weight rating (GVWR)** - The maximum safe operating weight of a vehicle, as specified by the manufacturer, including passenger and cargo loads.

j) **Heavy-duty vehicle** – A vehicle with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds.

k) **Hybrid electric vehicle (HEV)** - Powered by an internal combustion engine and a small electric motor that uses energy stored in a battery. Under light load, for instance during initial acceleration, only electricity is consumed. The vehicle is typically fueled with gasoline to operate the internal combustion engine, and the battery is charged through the engine and regenerative braking, not by plugging in.

l) **Light-duty vehicle** – A vehicle with a GVWR of less than 8,500 pounds.

m) **Plug-in hybrid electric vehicle (PHEV)** – An electric vehicle with an on-board electrical energy storage device that can be recharged from an external source of electricity and that also has the capability to run on another fuel.

n) **Telematics** - A system that is installed in a vehicle that records and transmits information about the vehicle such as the current odometer, maintenance needs, and fuel/electricity consumption.

o) **Zero emission vehicle (ZEV)** – Zero emission vehicles include battery electric vehicles, plug-in hybrid electric vehicles, and fuel-cell electric vehicles; if the most recent definition of ZEVs per the Massachusetts Zero Emission Vehicle Commission diverges from this scope, the Commission definition shall take precedence.

PURPOSE

The purpose of the Zero-Emission First Vehicle Policy is to set standards and guidelines for the purchase, operation, and maintenance of the (city/town/school district) fleet vehicles that will advance the economic, energy, and climate sustainability of municipal operations by achieving long-term reductions in energy costs, energy consumption, and greenhouse gas (GHG) emissions. The primary objectives of this policy are to:

- Accelerate the adoption of emissions-reduction technologies and the transition of the fleet to all electric or other environmentally advantageous vehicles
- Minimize the long-term environmental and financial impacts of fleet vehicles

- Optimize the composition of the fleet to achieve maximum fuel efficiency
- Advance the installation of electric charging infrastructure across municipal facilities
- Prioritize the utilization of grants, rebates, and incentives to support the acquisition of vehicles and technologies that will improve efficiency and reduce GHG emissions.

This policy shall not require a department to take any action which conflicts with local, state, or federal requirements nor mandate the procurement of products that do not perform adequately for their intended use, exclude adequate purchasing competition, or require the purchase of vehicles that are not commercially available or practicable.

APPLICABILITY

This policy applies to all divisions and departments of the (city/town/school district). It applies to road-worthy passenger vehicles, pick up and utility trucks, and SUVs. It does not apply to specialized equipment or off-road vehicles.

GUIDELINES VEHICLE PROCUREMENT

The Town of Medfield has developed a long-range vehicle plan to support reducing carbon emissions associated with town vehicles. This vehicle plan includes additional guidance regarding criteria to evaluate as vehicles come up for replacement. This guidance and the long-range vehicle plan complement the Electric First Procurement Policy outlined below. Additionally, this vehicle plan as well as the Electric First Procurement Policy will be reviewed annually by MEC to ensure that the policy and criteria remain current.

Electric-first procurement

Vehicle procurement should be prioritized as follows:

1. Battery-electric vehicle (BEV)
2. Plug-in hybrid vehicle (PHEV)
3. Hybrid electric vehicle (HEV) or other alternative fuel vehicle (AFV)
4. Standard vehicle operated by an internal combustion engine fueled by fossil fuels

The fleet policy is electric-first, meaning that electric vehicles shall be prioritized when the (city/town/school district) purchases or leases light-duty vehicles for its operations, followed by plug-in hybrid vehicles, then hybrid electric or other alternative fuel vehicle.

Fuel-efficient requirements for standard vehicles

If it is determined that a ZEV does not meet operational needs, the purchased or leased vehicle must be the most fuel-efficient class, drive train, and model available that will fulfill the intended municipal function. When determining the most fuel-efficient vehicle for a given class, the municipality will utilize the fuel efficiency limits contained in the most recent guidance for the Fuel-Efficient Vehicle Policy established by DOER's Green Communities Division.

These limits are based on the most recently published U.S. Environmental Protection Agency combined city and highway MPG ratings (see www.fueleconomy.gov). The EPA maintains a database on vehicle fuel efficiency that is updated throughout the year as new models are released.

I. Inventory

If the (city/town/school district) is utilizing MEI and maintains the full municipal fleet within the database, they have met this criterion for the ZEV policy. Otherwise, the (city/town/school district) will maintain an annual vehicle inventory for ALL vehicles and a plan for replacing any vehicles with vehicles that adhere to the ZEV hierarchy establish by this policy. The (city/town/school district) will review on an annual basis the Vehicle Inventory, along with this policy to plan for new acquisitions as part of planning for the new fiscal year budget.

The following information shall be included in a vehicle inventory list and said list shall be updated on an annual basis and provided to the Green Communities Division:

Model	Make	Model Year	Year/month Purchased	Vehicle Fuel Source	Drive System: 2 WD, 4WD or AWD	> 8500 pounds ? (Y or N)	Exempt or non-exempt	MPG Rating	Vehicle Function

II. Zero-Emission First Replacement Plan

All vehicles shall be replaced with following the electric-first hierarchy as indicated by this policy. Vehicles shall be replaced when they are no longer operable and will not be recycled from one municipal department to another unless the recycled replacement is more efficient than the vehicle it is replacing. In addition, when considering vehicle replacement, the function of the vehicle will be reviewed for potential replacement with a more fuel-efficient vehicle, including a zero-emission non-exempt vehicle.

III. Questions / Enforcement

All other inquiries should be directed to the department/division responsible for fleet management and/or fleet procurement. This policy is enforced by the Chief Administrative Officer and/or his/her designee(s).



MEDFIELD

COMMUNITY BRANDING & WAYFINDING PROJECT

FINAL REPORT JUNE 2022

Prepared by Favermann Design

Prepared for the Department of Housing
and Community Development (DHCD)

MASSACHUSETTS
DOWNTOWN
INITIATIVE

 dhcd
Massachusetts

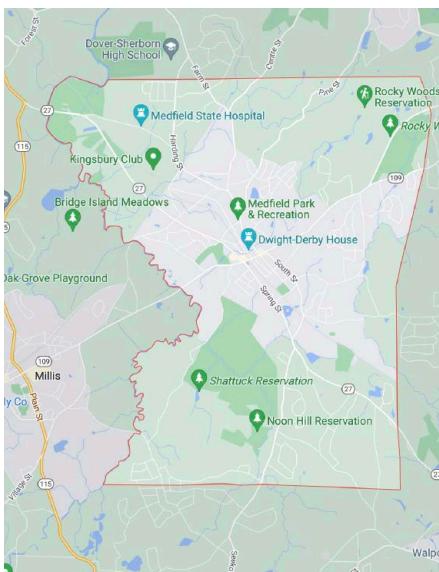


Dwight-Derby House built c.1651

BACKGROUND AND HISTORY

Located about 17 miles southwest of the City of Boston, the comfortable suburb of the Town of Medfield (Pop. 12,800) is a 40-minute drive to Boston's financial district. The Charles River borders almost one-third of the town. It serves primarily as a bedroom community but has some distinct industries and attractions including the Medfield Clock Company, historic homes, fine recreational water areas, and the soon to be redeveloped former Medfield State Hospital grounds. Medfield has a tradition of community dedication to preserving history and sustaining natural and recreational resources.

The area that Medfield now occupies was, at the time of the Pilgrims, Neponset tribal land. It was "sold" by the Neponset leader Chickatabot to early colonial settler William Pynchon in the late 1620s. Chickatabot to William Pynchon in the late 1620s. The Town of Dedham was the first English settlement in the area.



Map of Medfield

Also part of the region, Medfield (New Dedham) was first settled in 1649, principally by people who relocated from the former town. The first 13 house lots were laid out on June 19, 1650. Medfield became the 43rd town in Massachusetts in 1651. The town school was established in 1655.

During King Philip's War 32 houses, two mills, many barns and other buildings or about half the town was destroyed by Native Americans in 1675. One house, known as the Peak House, was burnt during the war but was rebuilt shortly thereafter near downtown Medfield.

At the start of the Revolutionary War in 1774, the town sponsored 25 Minutemen to fight in the battles of Lexington and Concord. Although they did not arrive in time to fight, they were part of the one hundred and fifty-four men who fought in the Continental Army. The impressive ratio of soldiers was one



View of Downtown Medfield

for every five of the town's population. By 1787 a new oath was required of the town officers to renounce loyalty to the king and to instead swear allegiance to the Commonwealth of Massachusetts.

By 1800, the population of the town was 745. The manufacture of straw bonnets first began during that year. The manufacture of ladies' hats was the principal industry of Medfield until 1954. Mansions for the factory owners and management were built near the factory on North Street while seasonal workers lived in boarding houses throughout the town. During

the busy season, as many as 1,000 individuals were employed at the straw hat shop.

In 1806, the Hartford and Dedham Turnpike was established. Stagecoaches stopped at Clark's Tavern, next door to the Peak House. The stage route through Medfield was known as the Middle Post Road, however the Upper Post Road through Sudbury was preferred by travelers because it provided better taverns. For a period after the discontinuance of the stagecoaches in the early decades of the 19th Century, Medfield had no public transportation until the first passenger train of the New York and Boston Railroad came to town. By 1870 Medfield became an important rail junction. Its freight depot to the Framingham/Mansfield branch of the New York, New Haven, and Hartford Railroad was strategic. At the end of the 19th Century, steam and electric railways terminated in front of the Town House.

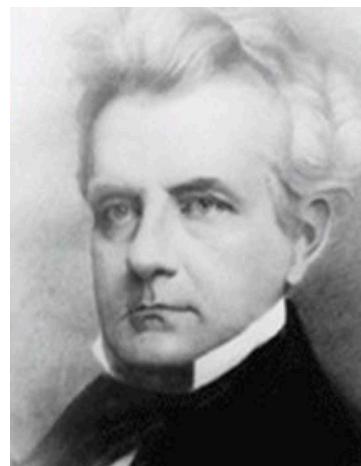
Committed abolitionists were the majority of the town's population prior to the Civil War. Eighty-two men served in the army and navy and fifteen men gave their lives for the preservation of the Union during the Civil War.

The Town of Medfield remained a rural village for the entire 19th Century. However, with the 1896 establishment of the "asylum" --Medfield State Hospital, the population of the town doubled to over 3,000 by the end of the century. Half of the town's population were patients at the hospital, which provided employment for over 600 residents of Medfield and from surrounding towns.

In 1901 (the 250th Anniversary of the town's founding), Medfield remained a lovely village with green fields, lush meadows, and winding rivers. It was a typical New England Town consisting of 335 dwellings, churches, shops and public building. Education had the highest share of the town budget. Those continuing their schooling after ninth grade graduated from Dedham or Walpole high schools until the new Medfield high school graduated its first class of eight in 1908.

Many famous athletes, politicians, educators, and artists that either were born, grew up in or lived in Medfield. Two in particular standout. Lowell Mason (January 8, 1792 – August 11, 1872) was an American music director composer and banker who was a leading figure in 19th-century American church music. He composed over 1600 hymn tunes--many of which are often sung today. His best-known work includes an arrangement of Joy to the World and the tune Bethany which sets the hymn text of Nearer, My God, to Thee. Mason also set music to Mary Had A Little Lamb. He is largely credited with introducing music into American public schools and is considered the first important U.S. music educator.

Another creative citizen was painter George Inness (1825-1894). Inness moved from New York City to Medfield in 1860. Considered by art historians to be one of the most influential American artists of the nineteenth century, Inness himself was influenced by the Old Masters, the Hudson River School and the Barbizon School. Over a prolific 40-year



Lowell Mason



Medfield Natural Area

career, his work consistently earned accolades for powerful depth of mood, atmosphere, and emotion. Inness was a transitional figure between realism and Impressionism. He stated that he wanted his art to portray the “reality of the unseen” and to connect the “visible with the invisible.” His paintings are in

the collections of at the Museum of Fine Arts, The Metropolitan Museum of Art, The Brooklyn Museum and scores of others.

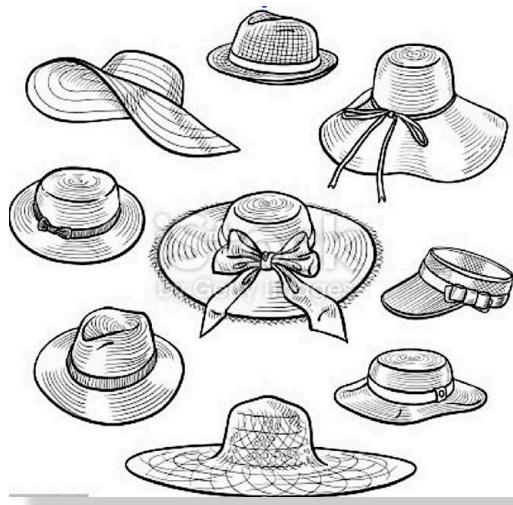


Medfield Clock

Citizens of the Town of Medfield encouraged the voting rights of women decades before the 19th Amendment to the Constitution in 1920. In 1900 seven women paid a poll tax and qualified to vote. As early as 1881 women voted for the school committee. Women were permitted to serve as elected officers by 1916, and first found seats on the school committee, as overseers of the poor, and as trustees of the public library. When the Massachusetts Constitution was amended to conform to the federal law, 48 of the 381 votes cast were by Medfield women residents.

In 1900 the importance of farming was reflected in the records of personal property taxes which were levied on 431 cows, 64 other cattle, 31 swine, 1,637 fowl, and 256 horses. Associated trades and small industry, such as three sawmills, and slaughterhouses, a tannery and two cider mills, were flourishing in the town. A wire factory, a straw shop, a hat shop, and a steam packing mill also existed. The finely crafted wagons and carriages manufactured by J.H. Baker were known worldwide for their quality.

The hat industry was an important aspect of Medfield’s industrial history from 1851 until 1956. It was, in fact, Medfield’s most important industry, that, in its height, developed into the second largest straw and felt hat factory in the United States. At its peak in the early 1900s, the factory employed more than 1,200 people, larger than the population of the town at that time.



[Hats](#)

men to make straw hats in the old Unitarian parsonage across the street from the First Parish Church on North Street. By 1865, 3,000 cases of hats were being shipped annually and an addition was built to the old parsonage, which doubled the shop's capacity. After Janes' death, brothers-in-laws Haskell Searle and Granville Dailey of New York City joined Curtis. In 1876, their shop in the old parsonage burned to the ground. It was at this point that Curtis built the current building that still stands today along North Street and Janes Avenue. Under the ownership of Curtis and later Searle and Dailey, the hat factory was known as the Excelsior Straw Works.

Workers were predominantly young girls from small communities in Maine and Canada, and the Edwin V. Mitchell Company would turn out over two and one half million hats a year from the Medfield plant. After Curtis' death in 1885, Searle and Dailey brought in Edwin Mitchell. He became an owner, and he would go on to become the most powerful and important person in Medfield's history. Eventually taking it over, the Edwin V. Mitchell Company would turn out over two and one half million hats a year from the Medfield plant. After Mitchell died in 1917, the family-owned business continued as a success until it was economically devastated by the Great Depression.

In 1930, it was sold to Julius Tofias & Brother of Boston. By the 1950s, the workers began to demand to be unionized. Against unionized workers, he threatened to close the entire factory rather than accept a union. The workers went ahead and voted to form a union. Tofias then closed the factory on June 8, 1956. The plant was later converted into the Medfield Industrial Park. It housed Corning Medical and then Bayer Diagnostics before being sold to the Montrose School. The closing of the hat factory by Julius Tofias brought to an end 215 years of hat-making in Medfield and an end to Medfield's largest industry.

As the 20th Century progressed, buses and automobiles began to replace steam and electric trains. The town sold its electric company in 1906 to the Boston Electric Illuminating Company. In 1921, the town took over the operation of the Medfield Water Company. In 1924, the town established a

The history of the manufacturing of straw bonnets in Medfield began in 1801. Johnson Mason and George Ellis started what would become the leading manufacturing of the town in their tavern and store on North Street. In the beginning, the straw was braided by families, a few local women were hired to sew the braid into bonnets and some bonnets were completed at home. Only the finishing and packing were done at the shop.

By the 1830s, Warren Chenery began to manufacture straw bonnets. He constantly grew his business and did so well that in 1857, he constructed a three-story high factory. Chenery later sold the factory to Jeremiah B. Hale. In 1879, the three-story hat factory burned to the ground and was never rebuilt.

In 1851, Walter Janes began employing about 30 women



[Medfield Library](#)



Vintage Mural

Planning Board to prevent haphazard growth. That same year the Peak House was restored, and Baker's Pond was purchased from the carriage manufacturers.

A major industrial contributor to Medfield continues to be the Electric Time Company. It has been in continuous operation since the early 1900s when it was first located in Boston. Incorporated in the state of Massachusetts in 1928, the Electric Time Company has developed into a firm that has over 10,000 tower clocks and street clocks installations located on every continent. In 1986, the company moved permanently to Medfield with full engineering, designing and manufacturing facilities.

Traditionally, citizens of Medfield have taken recreational resources, open space and conservation very seriously. Over the years, public and private contributions have been made to institutin and sustaining shared open spaces and natural areas. Other more formal attempts to conserve green areas came with the establishment of the Conservation Commission in 1962. In 1964, a Master Plan was undertaken to plan for projected growth. To maintain Medfield as a desirable, residential suburb, new subdivisions are developed in a controlled manner. Industrially zoned land has been strategically limited to clean light industry.

Medfield passed a historic district bylaw and created the John Metcalf Historic District during the 1989 annual town meeting. This first historic district included four houses on west Main Street and the oldest portion of Vine Lake Cemetery. The district was enlarged to include a total of sixteen historic buildings in 1996. The second historic district, established in 1994, included 33 buildings at the Medfield State Hospital and the historic landscape surrounding the buildings. A third district, the

Clark-Kingsbury Farm Historic District on Spring Street, was approved at the 1997 Town Meeting. This provides protection to the unique grouping of the 18th century farmhouse, outbuildings, and pond with grist mill.

The voters of Medfield have committed themselves to several significant downtown projects. In 1996 the town went forward with plans to completely renovate the Town Hall, to construct a major addition to the library and to assist the historical society in its efforts to preserve and restore the Dwight Derby House. The Town Hall renovations, library additions and a new post office were all completed in 1998.



Grist Mill

One of the oldest buildings in Massachusetts, the Peak House was built in 1651 by Benjamin Clark, was burned during King Philip's War on February 21, 1676, and was rebuilt ca. 1677–1680. The current Peak House, however, was built in 1711 as an expansion to the rebuilt house. It was moved to its current location in 1762. It is one of the earliest surviving examples of post-medieval English (Elizabethan) architecture in the United States. Some of the original panes of imported English glass in the windows can still be seen. The building was listed on the National Register of Historic Places in 1975. Significantly, it has the highest pitched roof on record in Massachusetts for a Colonial American house.

In 1924, the Peak House was deeded to the Medfield Historical Society by its then-owners, Mr. and Mrs. Frederick Mason Smith. This was followed by a down-to-the-frame restoration. The house has served both as a dwelling and an historical site, as well as an artist's studio and workshop.

Set on a half-acre lot and overlooking Meeting House Pond, like the Peak House, the Dwight-Derby House is a First Period house as well. The earliest, southwest portion of the house was built in 1697, and an addition was built in 1713. The town bought the house in 1996. Through generous donations and grants, it was appropriately restored following structural and exterior major repairs, and it was listed on the National Register of Historic Places in 2002.

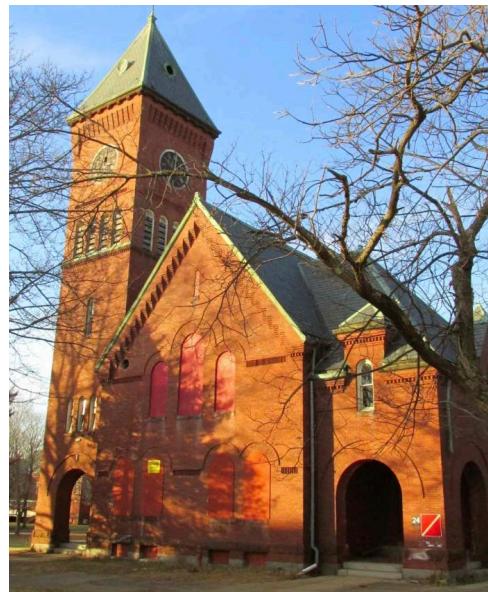


The Peak House

Another historical and geographical Town of Medfield component is the former Medfield State Hospital. It opened in 1896 and originally operated on 685 acres of pasture. At its peak in 1952, it housed 1,500 patients. By 2001, it was down to about 300 acres and employed 450 people (including four psychologists) to care for a maximum of 147 patients. No longer cost-effective, the Commonwealth of Massachusetts closed it on April 3, 2003. The beautiful campus and buildings will be redeveloped in the next few years.

Underscoring the notion of Medfield's civic commitment to both history and recreation, Straw Hat Park was dedicated in July 2016. Initially, it was referred to as the "pocket park" between the Starbucks and Zebras on North Street. But thanks to Jean Mineo and a hard-working committee, a positive vote at town meeting, support from town residents, town officials and town departments, it became Medfield's newest park, known as "Straw Hat Park." This was because of a strategic democratic move allowing the naming of the park by the town citizens. Due to its proximity near what was the old hat factory was, the overwhelming vote was in favor of "Straw Hat Park."

Over the years, with prompting and recommendations by Master Plans, the 2021 LRRP Program, elected and appointed town officials and various town committees, it became a focus of the Town of Medfield to apply for a competitive Massachusetts Downtown Initiative grant for Branding and Wayfinding design consulting services. Medfield was awarded this grant for the 2022 interval. With all this in mind, Medfield's Town Planner and Wayfinding Advisory Committee worked with consultants Favermann Design to create and develop a civic brand that captured the essence of the town and could be strategically applied to wayfinding and signage.



Medfield State Hospital



Evening At Medfield, Massachusetts by George Inness at the Metropolitan Museum of Art

THE PROCESS

To develop the program ideas, creative concepts and initial feedback, it was necessary for a sounding board in the form of a Wayfinding Advisory Committee. The core of the committee was the Town of Medfield's Planning Board. Added to this were interested residents and business operators. The Wayfinding Advisory Committee was comprised of the following individuals:

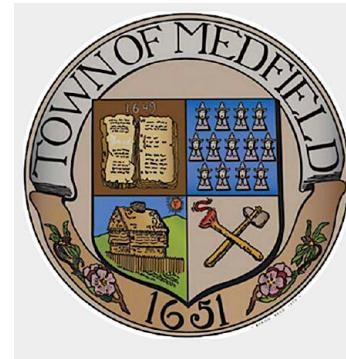
Seth Meehan - Planning Board	Jean Mineo - Resident
Paul McKechnie - Planning Board	Laurel Scotti - Resident
James Brand - Planning Board	Jay Duncan - Resident
Sarah Lemke - Planning Board	Matt McCormick - Resident
Teresa James - Planning Board	Matt Triest - Resident
Black McDermott - Planning Board Associate	Osler Peterson - Board of Selectmen Representative
Jamie Sullivan - Planning Board Associate	Sarah Raposa, AICP - Town Planner

With examples from Massachusetts, New England, the US and internationally, the process began by the consultant sharing a presentation about all types of community branding. At the next meeting, a presentation of case studies of other town and cities' branding and wayfinding efforts were shared and discussed. After significant or unique images of the Town of Medfield were requested by the consultant from the committee members, the third meeting was a word and phrase-association workshop referred to as an Ideation Exercise. This involved all members of the committee describing Medfield in various ways and answering questions about present and future aspirations for the town. The word pictures and essence evoking allowed for a focus on Medfield's sense of place. Examples of this process can be seen below:

MEDFIELD IDEATION EXERCISE

How would you describe Medfield in 2 words?

Small town	Proud citizens
Family friendly	Engaged community
People first	Generous spirit
Shop local	Town pride
Open space	Train tracks
Human scale	Walking trail
Gathering place	Conservation land
Natural resources	Charles River
Historical building	Wedding Hill
Walkable downtown	State hospital
Storied past	Future oriented, future/forward momentum



Exercise #3: How would you describe Medfield with 3 or more words or a phrase?

- 300 years of progress
- Good place to raise a family
- A place to live
- Pride of place
- Quality of life
- There's only one Medfield
- A beautiful place full of beautiful people
- A strong generational community
- People purpose pride
- Creative & compassionate people
- Embracing the past, embracing the future
- A place of conservation and preservation and progressive place
- Keeping time with change



Exercise #4: What color or colors do you associate with Medfield?

- Blue (river and ponds)
- Green (open spaces)
- Red (brick buildings)

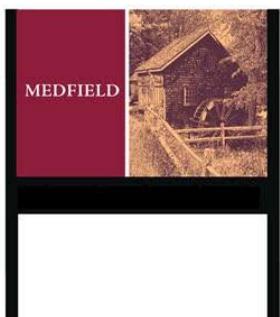
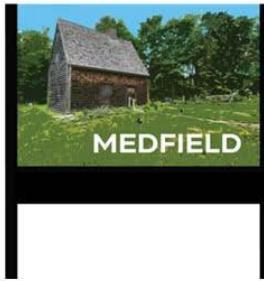
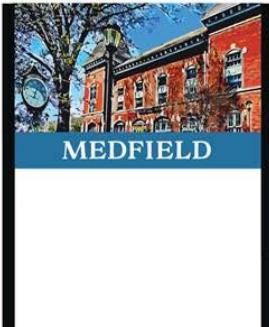
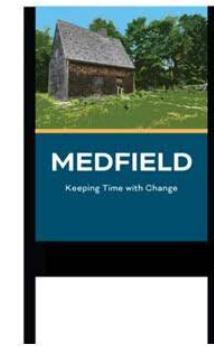
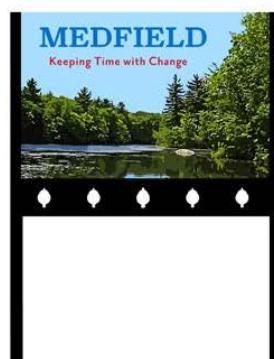
Exercise #6: What does Medfield Aspire to? List Future Perfect goals?

- Diversity
- Interesting buildings in downtown (Prentiss Place)
- Better retail mix (retail on 1st floor, offices on 2nd/3rd)
- Be more green/sustainable
- Recreational (Hinckley Playground, Straw Hat Park)
- Upgrade Meeting House Pond area/Baker's Pond
- Sidewalks (brick sidewalk with granite curving)
- Better neighborhood connections
- Downtown aesthetics/vibrant
- Street Festivals or celebrations (Medfield Day, Christmas Stroll, Beer Garden, Memo Concert Series)

From these word pictures and phrases, the consultants created a number of design options for review by the committee and eventually the extended community. The designs included color options as well as size and perspective alternatives. The potential designs included images of the Medfield Town House, a Clock, a Metronome, an Iris, image of a Natural Area, image of the Peak House and an image including flowers, a clock and Town House. After review, the image options were reduced by the committee to five concepts. These were then shared by Medfield's Town Planner Sarah Raposa. Using a tool to assess consensus, Medfield's Town Planner distributed a survey to over 500 residents and businesses to consider design options.



Gazebo

IMAGE #1 – Grist Mill**IMAGE #2 – Peak House****IMAGE #3 – Town House****IMAGE #4 – Nature**

MEDFIELD BRANDING QUESTIONNAIRE

As we prepare for the upcoming Special Town Meeting regarding the reuse of Medfield State Hospital (a week from today), I hope you don't mind taking a few minutes for this fun poll... Choosing an image for our community branding and wayfinding project!

Earlier this year, the Planning Board began working with design consultant Mark Favermann of Favermann Design to explore community branding and wayfinding options. The Board partnered with a smaller 'working group' of residents as they endeavored to come up with a suitable "logo" that the Town can use on new signage and banners in the Downtown area. Grant funding was provided by the Massachusetts Downtown Initiative. The Working Group has shortlisted the designs to the following four images (designs are larger in the survey):

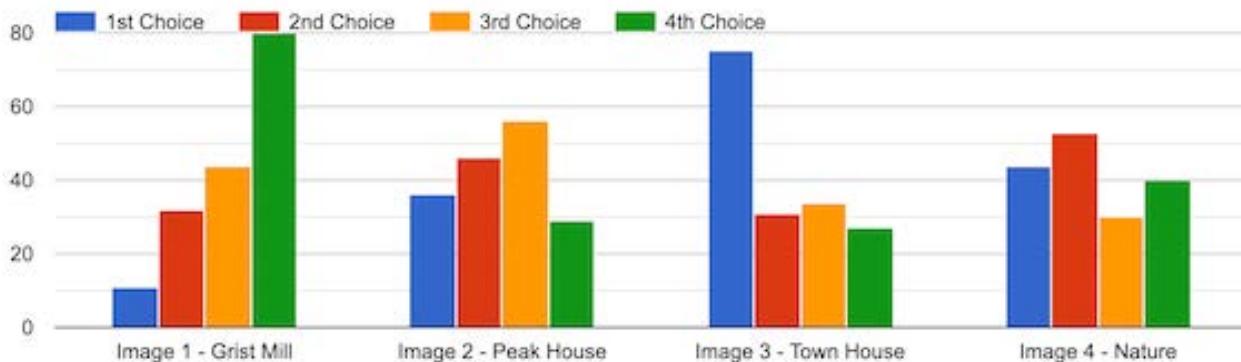
Please Rank your Choices: <https://forms.gle/nSD1q4pFdqj1VCyh7>

An excerpt on Wayfinding from the 2021 Local Rapid Recovery Plan:

Wayfinding signage can help visitors efficiently navigate an area and can increase visibility of lesser known businesses and amenities, helping to attract new customers. The goal of the Town's wayfinding program is to provide consistent and attractive information to assist the public in navigating the Town and to improve the overall downtown experience for all visitors.

Main Street struggle to attract customers due to limited visibility of their storefronts.

The purpose of this project is to create visual cohesiveness and a sense of place for the downtown area and to allow visitors to more easily navigate the district in order to access parking, businesses and civic resources. A successful wayfinding system, providing directional signs, on-street communication and clear Town branding would improve the downtown experience for visitors and improve access to and visibility of secondary attractions.



Rank Image - #1 FIRST PLACE [Image 3 - Town House]	347
Rank Image #2 SECOND PLACE [Image 4 - Nature]	401
Rank Image #3 THIRD PLACE [Image 2 - Peak House]	412
Rank Image #4 FOURTH PLACE [Image 1 - Grist Mill]	527

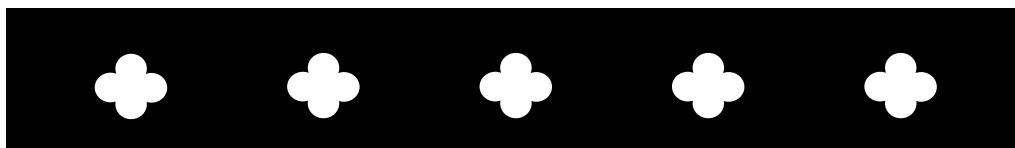
In the recently conducted survey of downtown businesses, many tenants indicated a concern about the lack of street parking in downtown, as well as a need for public beautification enhancements. A comprehensive wayfinding system would serve to direct visitors to public parking and other downtown amenities while also implementing physical improvements in the way of signage and banners to promote Medfield and create a sense of place.

Medfield has a relatively compact and walkable downtown with a variety of restaurants, goods and services. However, businesses and municipal officials have found it challenging to draw people to spend time downtown due to a perceived lack of public parking and some traffic intersections that pedestrians find unsafe to cross, especially during peak traffic hours. A public parking lot is available opposite Town Hall on Janes Avenue, but without clear signage directing visitors to this lot, it tends to be underused. In addition, some businesses off Main Street struggle to attract customers due to limited visibility of their storefronts.

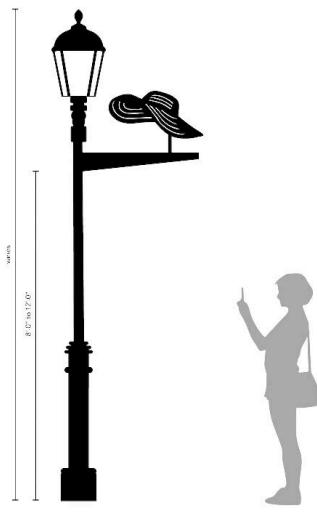
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The graphic flower symbol from the Town House will be on the lower bar along with "Keeping Time With Change" as the slogan.

Taking the Advisory Committee's recommendations, approval of the branding and wayfinding program will be voted on by The Town of Medfield Select Board in the fall of 2022.

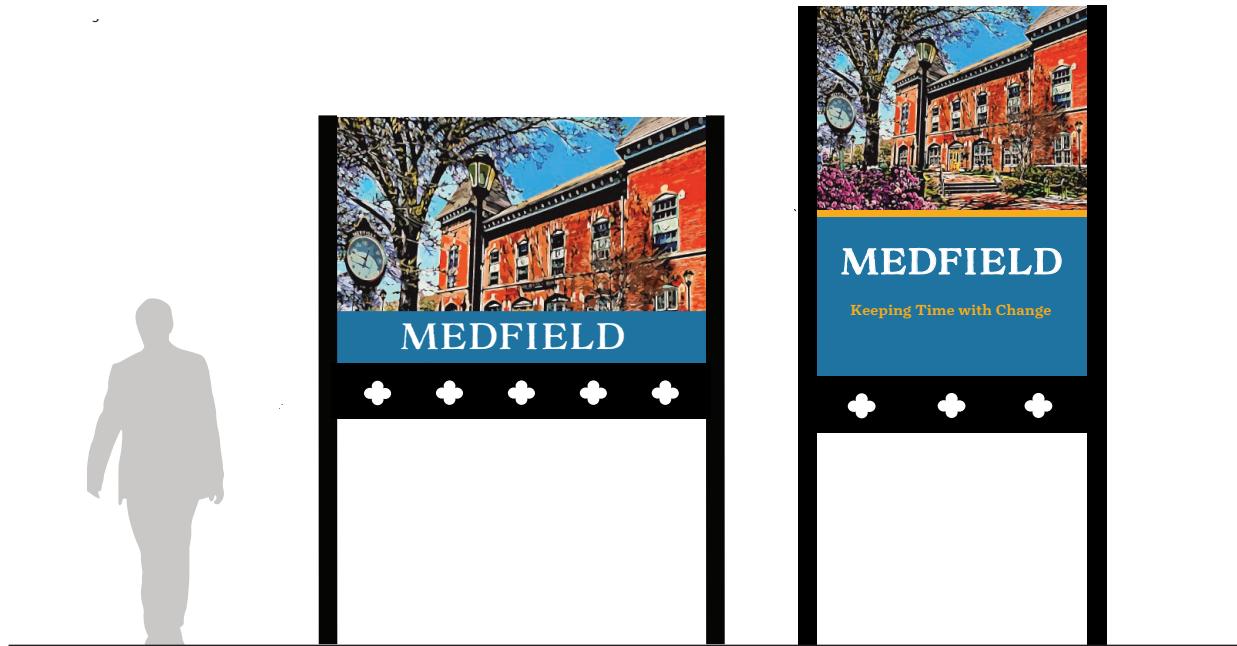


Lower Sign Band



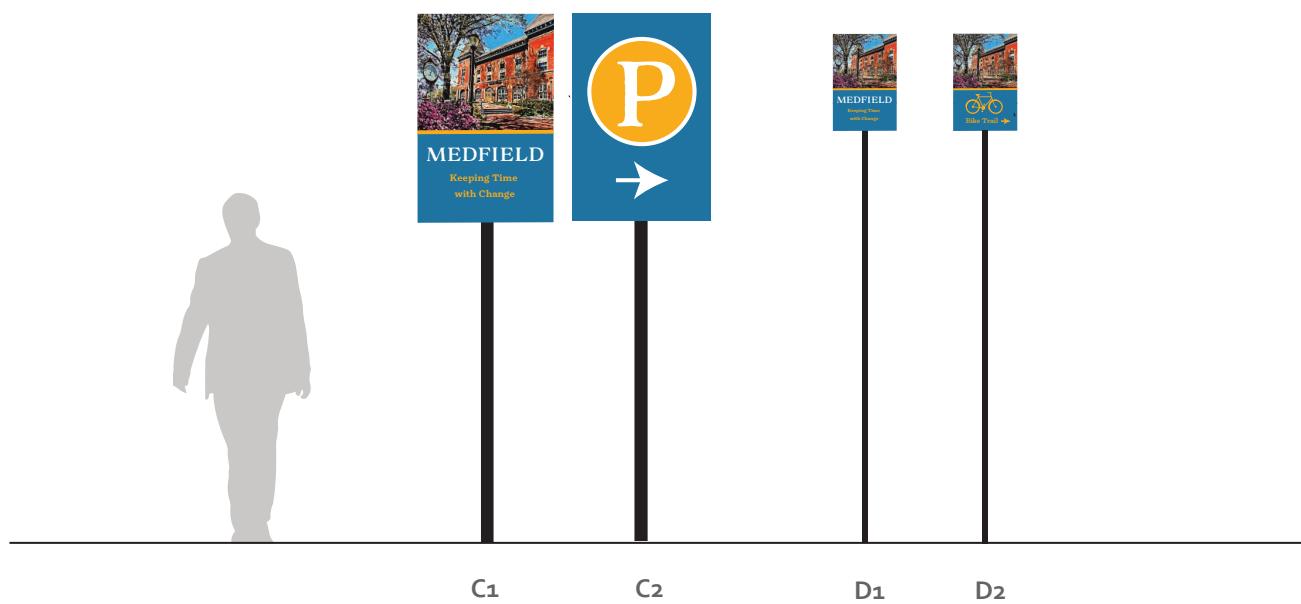
MEDFIELD

FAMILY OF ELEMENTS



A

B

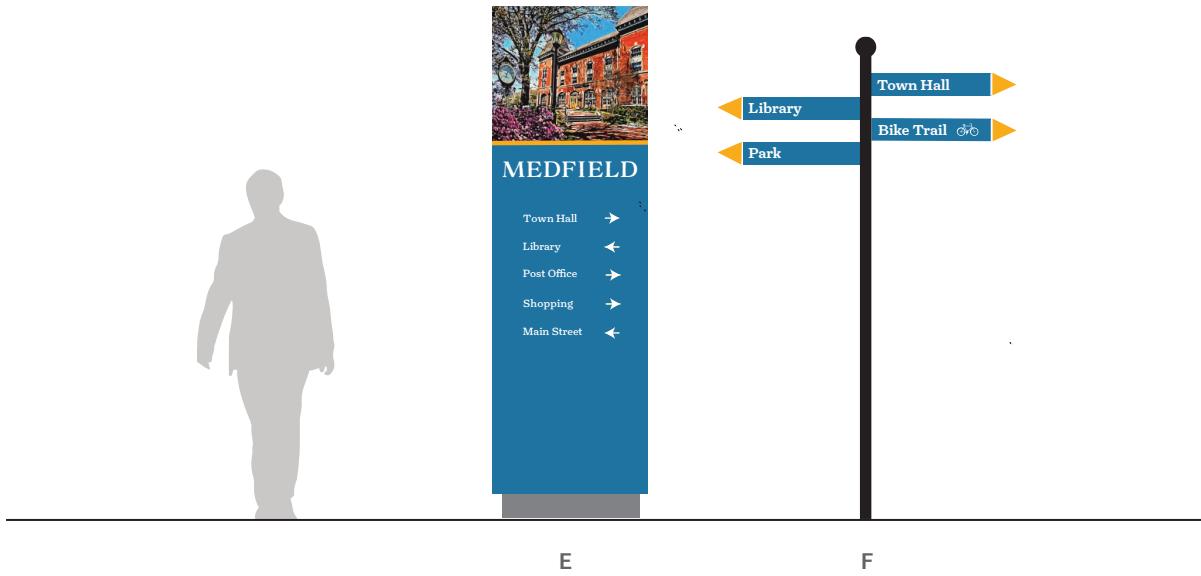


C1

C2

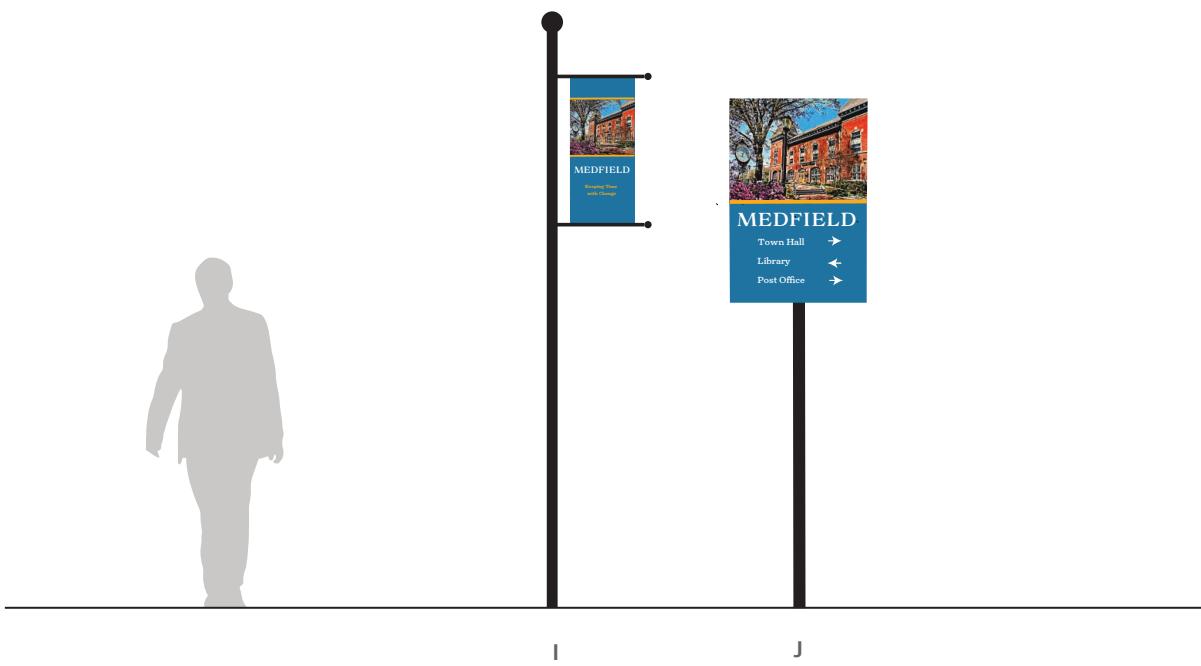
D1

D2



E

F

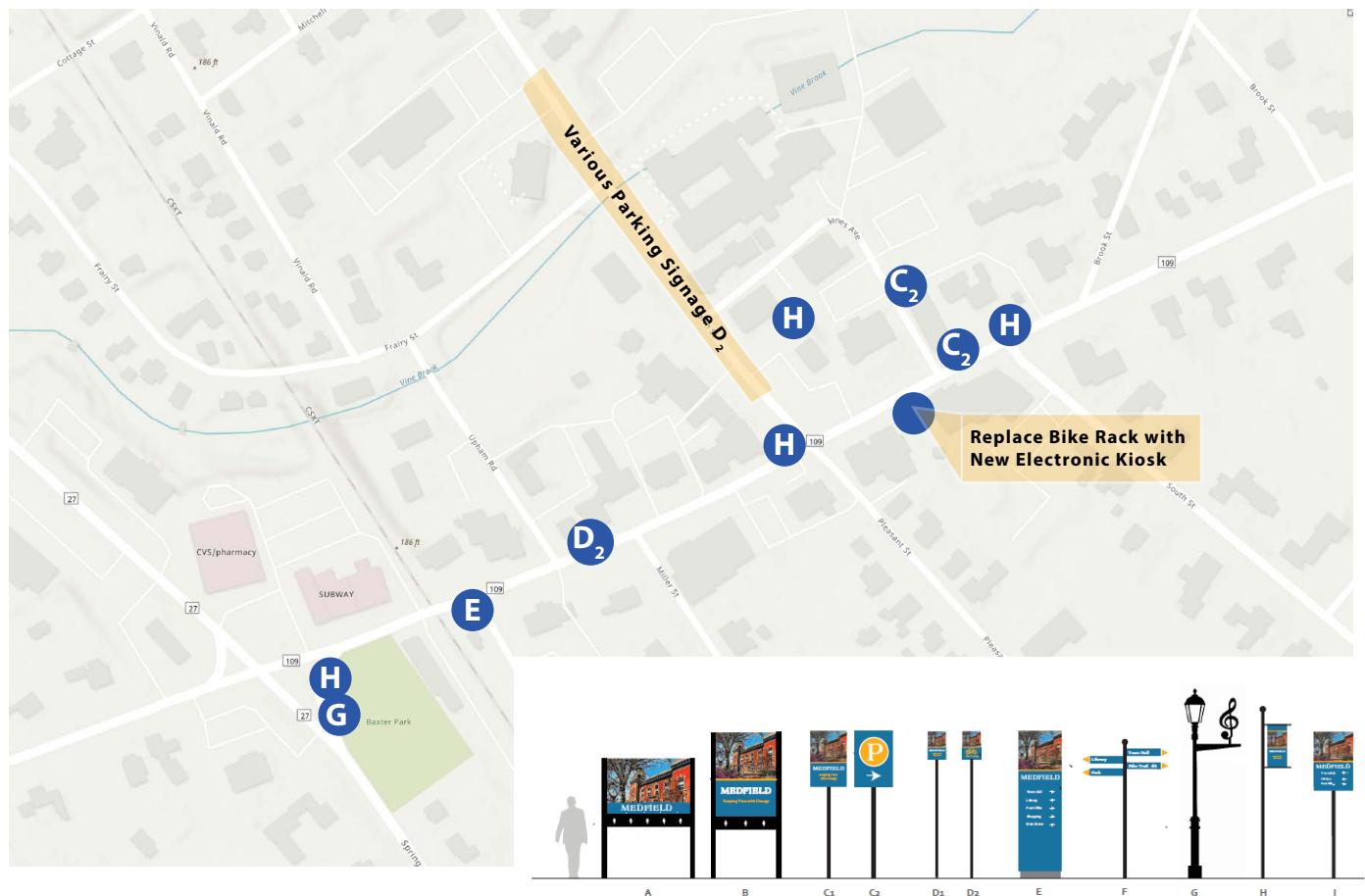


I

J

WAYFINDING LOCATIONS

Medfield Downtown Wayfinding Locations



Favermann Design | June 2022
MEDFIELD, MA | Sign Elements and Wayfinding Locations



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, RE: WEST STREET/NORTH MEADOWS ROAD (ROUTE 27) Intersection Design

CONTRACT #

STATE CONTRACT # (if applicable) _____

This Contract is made this 17 day of September 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 BETA Group, Inc. of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town requested a proposal for Engineering Consulting Services for the West Street/North Meadows (Route 27) Intersection Safety Improvements hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the 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.

2. Scope of Services: The Contractor 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 Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Town and to expire December 31, 2026. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional services will require a contract amendment signed by the Board of Selectmen 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 Contractor for services actually rendered. The Contractor shall defend, 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 Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, 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 Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Consulting Environmental Engineering Firm shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants performing similar services. Contractor warrants and

represents that it is familiar with Federal, State, and local regulations as well as private industry standards, relating to roadway layout, design and construction, including intersections and traffic controls, stormwater, zoning, landscaping, and hazardous materials.

9. Contractor's Personnel: The Contractor's employees and Contractor's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Contractor shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Contractor. 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 Contractor 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 Contractor shall notify the Town should coverage become unavailable during that period. The Contractor shall obtain and provide a certificate of insurance for each consultant employed or engaged by Contractor, evidencing the existence of the same type of policy and coverage.

The Contractor shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Contractor 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 Contractor 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.

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is

not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

15. 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.

16. Termination:

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

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

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

17. Notice: Any notice required to be given to Contractor under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc. of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Contractor 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 Contractor under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Town of Medfield, Attn: Town Administrator, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Contractor 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.

18. 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.

19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project,

the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Contractor)

Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL

ATTACHMENT A

SCOPE OF SERVICES **West Street/North Meadows Road (Route 27) Safety Intersection** **Design Services** **Medfield, MA**

Project Description

The Route 27 (North Meadows Road) and West Street signalized intersection safety improvement project has been approved by MassDOT through the State Transportation Improvement Program (STIP). STIP funded projects must adhere to the MassDOT Project Development and Design guidelines involving additional design requirements and review process that are required as part of the TIP process. The overall design also needs to comply with the recent update to the design standards/directives issued by MassDOT. These efforts will include but not limited to evaluating roundabout versus signalized improvements at this location, the Design Justification Workbook, Stage 1, 2 and Stage 3 ICE Forms which will determine the preferred or recommended design improvements for this location, a public informational meeting, a Subsurface Utility Exploration, and significant drainage work for the roundabout scenario coupled with additional environmental efforts.

Since this PROJECT will involve the state/federal funds through the STIP, additional environmental efforts will be required to meet the MassDOT review standards. In addition, the environmental effort will follow the new 25% Design Submission Early Environmental Coordination Checklist.

SCOPE OF SERVICES

This engineering services will follow the MassDOT design and review process. A breakdown of additional design phase services is as follows:

Project Development Engineering

- Project Concept Preparation (Development of Purpose and Need) - Prepare/finalize the Project Scoping Checklist and attend an additional MassDOT over-the shoulder Review Meeting.
- Reasonable Alternative(s) Identification - Evaluate/finalize preferred alternatives that meet the project's purpose and need to determine if they are feasible and reasonable.
- Alternatives Analysis and Report Preparation - Finalize four conceptual alternatives, which include one signalized intersection and three roundabout designs. Select engineering and environmental solutions to accomplish the project's purpose and needs have been prepared in a draft report that presents all findings. The written evaluation of alternatives includes a description of the alternatives, a comparison of the advantages and disadvantages of each alternative and supporting data for the conclusions. Those alternatives that are eliminated from further study shall be graphically illustrated and will be accompanied by descriptions of the locations with

statements as to why further consideration is not warranted. Revisions to the concepts and alternatives report are expected based on feedback from MassDOT District 3. The Intersection Control Evaluation (ICE) Stage 2 process will continue to be used pending on final review and comment from MassDOT. Based on recent meeting with MassDOT District 3, ICE Stage 3 process will likely be required for this project.

- Project Design Schedule Development and Monthly Updates- Develop and submit for approval a project design schedule. Prepare monthly schedule updates.

Data Collection

- Update/finalize Historical Crash Data from the Medfield Police Department and/or MassDOT for the PROJECT intersection. MassDOT currently does not consider the years 2020-2021 to be typical years for crash data unless there was a fatality which would be looked at closely. Additional crash data beyond 2021 is anticipated to be collected based on feedback from MassDOT for the Functional Design Report (FDR).
- Per MassDOT Directive E-21-005, Subsurface Utility Engineering (SUE) is required at the pre-25% or 25% design stage to determine the locations of subsurface utilities. An allowance for the work is provided as a direct expense.

Traffic Evaluations & Analysis

- Categorize Updated Collision History by location, occurrence type and severity. Crash rates will be computed and compared with Statewide / District averages. Collision diagram will be prepared and evaluated to identify possible contributing intersection deficiencies.
- Update/finalize preliminary AM and PM peak Level of Service (LOS) analysis for the intersection. Assess appropriate lane use and/or signal phasing options. Signal timing calculations will be finalized if a signalized intersection is selected as the preferred concept.

Public Information Meeting

- Prepare for and attend one (1) public information meeting with MassDOT for residents and town officials after the pre-design stage and prior to the preparation and submission of the 25% design submission.

25% Design Submission

- Finalize the Functional Design Report and update findings and analysis. The report will present the latest data collected, existing, no-build and build traffic analysis findings, discuss alternative design concepts, identify operational deficiencies, outline Complete Streets and GreenDOT policies and goals met, and present recommendations for improvements. The report will be submitted to the Town and MassDOT as a supporting document for the Twenty-Five Percent Design Submittal. MassDOT's Twenty-Five Percent Highway Design Review Checklist will be completed and included.
- Prepare Design Justification Workbook.

- Prepare Twenty-Five Percent Design Plans. Plans will depict the proposed improvements such as the typical section(s), limits of work and roadway pavement rehabilitation in addition to preliminary landscape design if needed. Develop horizontal and vertical geometry based on the proposed cross section, clearances, the proposed design speed, and functional classification. Develop horizontal and vertical roadway geometry at the intersection based on the selected design alternative, which may include a roundabout.
- Evaluate and Identify modifications to the existing surface collection system to meet with the proposed design. Also consider measures to meet MassDOT and DEP Stormwater Management Standards to the maximum extent practicable. It is assumed that the existing closed system has suitable capacity to meet the proposed design. A new system outfall, or hydraulic analysis of drainage systems is not anticipated at this time.
- Meet with Medfield's DPW and Conservation Commission, if necessary, to discuss Best Management Practices (BMP) in order to attempt to meet applicable Stormwater Management Standards.
- Provide responses to MassDOT 25% comments and attend comment resolution meeting.
- Attend utility site meeting after the comment resolution meeting, prior to the design public hearing.

Design Public Hearing

- Work with MassDOT on the presentation script.
- Attend two (2) meetings with MassDOT prior to the DPH to support the MassDOT PM practicing the presentation.
- Assist MassDOT in preparing written responses to letters received from concerned individuals as a result of the hearing.

Right of Way Plans

- Assuming roundabout design is the preferred option, additional ROW effort will be required. Update 25% Preliminary Right of Way Plans to depict approximate right of way impacts. The Plans will be prepared according to MassDOT requirements for the 75% Submission, 100% and PS&E Submissions. The Right of Way Plans would include permanent easements, utility easements, and temporary construction easements.

The Town will be responsible for property owner interviews, acquisition of easements and takings, recording easement plans at the Registry of Deeds, appraisals, legal services, and filing fees. The preparation of easement plan effort will be determined upon completion of the 25% submittal.

75% Design Submission

- Update plans to reflect 25% design comments from MassDOT and other reviews.

- Develop Construction Traffic Management Plans using standard overall phasing guidelines for the implementation of construction.
- Finalize modifications to the existing drainage infrastructure. Effort will consider conflicts with existing utilities, placing new structures to the extent practicable in accordance with MassDOT policy, and replacing existing infrastructure where required. Full replacement of the existing drainage system or the installation of new outfalls is not anticipated. It is anticipated that the PROJECT will qualify as a redevelopment project under the provisions of the Massachusetts Stormwater Handbook and that stormwater BMPs will only be provided to the maximum extent practicable. Due to project constraints, including limited right-of-way and presence of private residential, institutional, and commercial facilities, structural BMPs will be limited to the installation of deep sump catch basins, conveyance BMPs (e.g. water quality swales), or other low impact development techniques. The design of additional BMP's (e.g., detention/retention basins), if found to be needed, will be performed as an additional service.
- Prepare Draft Stormwater Management Report for review by MassDOT in support of the Notice of Intent. Address review comments and finalize Stormwater Management Report for submission to the Medfield Conservation Commission. Effort will include attendance by project manager at up to two (2) Conservation Commission hearings. Task includes performing one (1) revision to Stormwater Management Report to address comments generated as part of the permitting process.
- Provide landscape architectural design services to refine the design per PDDG guidance. Coordinate with MassDOT Landscape Design as needed. Refinement may require additional field visits. Landscape designer may be required to participate in design review meetings. Develop and submit construction plans and details, grading plans if required.
- Prepare specifications.
- Prepare cost estimate.
- Complete the highway lighting distribution system, control equipment, wiring schematics, and other relevant details. Provide a photometric analysis to assess lighting efficiency and impacts to abutters and wildlife, if required.
- Prepare a formal response to all comments received regarding the 75% review and attend comment resolution meeting.

100% Design Submission

- Address and incorporate 75% Design Submission review comments as applicable and advance the PROJECT to the 100% Design level. Compile 100% Design Submission including Comment Resolution and 100% Design Checklist.

PS&E Submission

- Address and incorporate 100% Design Submission review comments as applicable and advance the PROJECT to the PS&E Design Submission level. Review comments as applicable and advance the PROJECT to bidding. MassDOT will advertise and publicly bid the PROJECT.

Environmental Permitting

- Because the PROJECT will require the use of federal funds and construction will be funded through the TIP, additional environmental screening effort will be required to meet MassDOT review standards. In addition, the environmental screening and review will follow the new 25% Design Submission Early Environmental Coordination Checklist will be completed, as updated as a DRAFT in Spring 2022.
- BETA will provide MassDOT with an electronic version of the checklist, along with responses to each individual item in the checklist and appropriate support documentation for each response. The checklist will be completed in collaboration with MassDOT Environmental during the 25% Design Process. As part of the early coordination, letters and a project description will be sent to Local Historic Commission, State Historic Preservation Officer, and MassDOT's Cultural Resources Unit for their review and comment. Documentation will be provided with the Early Environmental Coordination Checklist with the 25% design submission. The DEP Reportable Release Lookup indicates that parcels adjacent to the Project Limits have reported releases of oil and/or hazardous materials. Locations of known sources of hazardous waste and hazardous materials releases will be identified in accordance with the 2022 DRAFT Environmental Checklist. BETA will research the potential for hazardous materials in the PROJECT area. The Consultant will primarily use data from MassDEP and USEPA and other readily available public data, in addition to observations from field visits. The Consultant will also research the potential for Activity Use Limitation (AUL) deed restrictions in the PROJECT area. The Consultant will provide information generated in accordance with the requirements of Section 2.4.2.5, Environmental Requirements for Preliminary (25 Percent) Design Submission of the PROJECT Development & Design Guide to the MassDOT Hazardous Materials Unit during its review. As part of this Early Environmental Coordination, BETA will determine if there are Impaired Waterbodies, as evaluated per the requirements of Section 303(d) of the Federal Clean Water Act, affected by highway runoff generated in the PROJECT area by completing the 25% Design portion of the Water Quality Data Form. BETA will also document the incorporation of Best Management Practices (BMPs) in the stormwater management system by completing the 75% Design portion of the Water Quality Data Form.
- Prepare a Draft Notice of Intent for review by MassDOT. Address review comments and finalize Notice of Intent for submission to the Medfield Conservation Commission. Effort will include attendance by wetland scientist at up to two (2) Conservation Commission hearings. It is anticipated that the Town will be the Applicant, and therefore the PROJECT will be exempt from filing fees. Task includes preparation of associated forms and backup documentation, abutter notification, permit plans, coordination during review, and site walk.

- Prepare Draft Categorical Exclusion (CE) Checklist for review by MassDOT following the Design Public Hearing. Address review comments and finalize the CE and associated documentation for submission to the Federal Highway Administration. Prepare associated filing attachments.
- Prepare Draft Section 404 Self-Verification Form for MassDOT. Address review comments and finalize the Self-Verification (SV) Form and associated documentation for submission to the US Army Corps of Engineers in accordance with the US Department of the Army Section 404 Massachusetts General Permit.
- Schedule and participate in preliminary environmental meetings with MassDOT including the Scoping Meeting, assist with expediting the initial permitting process, and develop, compile and maintain environmental files and records. Up to three (3) meetings are anticipated under this task and one of the meetings is assumed to be the Pre-25% Over the Shoulder (OTS) Review meeting. BETA will prepare an Environmental Summary for the Pre-25% OTS Meeting

Project Meeting Summary

- Attend additional one (1) Pre-25% Over the Shoulder (OTS) Review meeting.
- Attend utility field meeting with MassDOT and affected utility companies.
- Attend one (1) Scoping meeting.
- Attend two (2) meetings with MassDOT prior to the DPH to prepare for the meeting.
- Attend one (1) DPH.
- Attendance at up to two (2) Conservation Commission hearings.
- Attend up to an additional three (3) Comment Resolution Meetings.

EXCLUSIONS / ASSUMPTIONS

The following services are not included within this scope of services:

- MassDOT standard detail for Cemented Stone Masonry Wall can be utilized and no structural review by MassDOT is needed.
- Construction Phase engineering services.
- Geotechnical wall investigations are not needed.
- If Level A SUE is required for specific conflicts, then an amendment will be needed.
- The level of effort does not anticipate hazardous materials sampling/testing.
Additional information or studies requested by Natural Heritage not listed on the Notice of Intent Form or MESA Checklist
- Recording of the Order of Conditions and Certificate of Compliance.
Preparation of an Environmental Notification Form or Environmental Impact Report under the Massachusetts Environmental Policy Act.
Preparation of a Section 404 Pre-Construction Notification, 401 Water Quality Certification, or Chapter 91 License Application.
- Title exams or appraisals.
- Easement procurement will be by the Town
- Police Details required for field survey, pavement cores, or other field activities impacting traffic operations. Police Details will be paid directly by the Town

- Preparation of easement, taking or layout plans, written descriptions, appraisals, or legal fees
- Evaluation or analysis of drainage infrastructure outside of the PROJECT limits
- Arborist services assumed not required. If required based on MassDOT comments, this can be provided as an additional service.

FEE BUDGET

West Street/North Meadows Road (Route 27) Intersection Safety Improvements Design Services Medfield, MA

The Fee for services is a Fixed Fee of \$330,000. A general breakdown of this effort is as follows:

	Labor
Project Development Engineering	\$ 37,000
Public Information Meeting	\$ 5,000
25% Design Submission	\$ 65,500
Design Public Hearing	\$ 7,000
Right Of Way Plans	\$10,000
75% Design Submission	\$ 80,000
100% Design Submission	\$ 26,000
PS&E Submission	\$ 17,500
Environmental Permitting	\$ 36,000
 Sub-Total	 \$ 284,000

	Expenses
SUE (Sub-Surface Utility Engineering)	\$ 32,000
Lighting	\$ 12,700
Printing	\$ 800
Miscellaneous	\$ 500
Sub-Total	\$ 46,000
 TOTAL	 \$330,000



Thomas Courtney <tomcourtneyjr@gmail.com>

6 Grist Mill Rd - Proposed Barrier Gate Installation

Thomas Courtney <tomcourtneyjr@gmail.com>

Fri, Jul 26, 2024 at 11:10 AM

Draft To: "Deborah Bero (deborahbero@gmail.com)" <deborahbero@gmail.com>, Bob Hartzel <rhartzel@ceiengineers.com>, cero_noi@state.ma.us

Dear Deborah Bero, Medfield Conservation Commission Chair, Bob Hartzel and MassDEP Central Region.

Attached is a PDF for a request for determination of applicability for the installation of a barrier gate to secure an area of our property on 6 Grist Mill Road, Medfield MA, to prevent vehicles from entering the area. Please note this does not prevent folks from accessing the Kingsbury Pond area on foot nor does it prevent any wildlife from accessing the area freely.

I will be providing a hard copy of the attached PDF, which outlines the request, including the reasons for the request, to the town hall of Medfield MA along with the payment of the \$175 application fee.

I have copied the Medfield Conservation Commission Chairman, Deborah Bero, Bob Hartzel, who advises the Medfield Conservation Commission and the MassDEP Central Region on this email.

Please feel free to contact us (Julia and I) if you have any further questions or require any additional information from us prior to providing the approval to move forward and install the barrier gate as noted in the attached PDF.

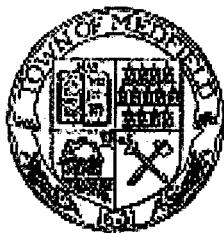
We would like to thank the Medfield Conservation Commission Chair, Deborah Bero, the Medfield Conservation Commission Board and Robert Hartzel for his guidance on this application.

We look forward to hearing from you on how we can move forward with installing this barrier gate on our property.

Respectfully yours,
Thomas J. Courtney Jr. - Trustee
Julia Courtney - Trustee
Courtney Family 2019 Realty Trust - Medfield
6 Grist Mill Rd.
Medfield MA. 02052
Cell: 413.358.0192

CC Hard Copy of PDF to Medfield Town Hall

 Grist Mill Gate Proposal_072624 RDA.pdf
2016K



Medfield Conservation Commission

Town Hall • 459 Main Street • Medfield, Massachusetts 02052 2009
 (508) 359-8505 Ext. 646 • Fax (508) 359-6182 • twillits@medfield.net

DEP # _____

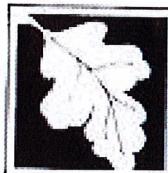
Medfield Wetlands Bylaw, Article IX Rules and Regulations, Section 6 Fees Worksheet

Applicant: Courtney Family 2019 Realty Trust, Thomas J. Courtney Jr & Julia Courtney
 Address: 6 GRIST MILL Road _____
 Location of Project: 6 grist mill Road _____ Trustees

1. <u>Preparation of Legal Notice for Public Hearing</u>	\$25.00
(Request for Determination of Applicability, Notice of Intent, Amended Order of Conditions, or Abbreviated Notice of Resource Area Delineation)	
2. <u>Request for a Determination of Applicability</u> _____ @ \$150 each.....	<u>150.00</u>
3. <u>Notice of Intent:</u>	
A. Site Preparation for infrastructure of development (including roadways, detention basins, removal of vegetation, utilities, grading, etc.)	\$1050.....
B. Single family house	_____ @ \$700 each.....
C. Parking Lot	_____ @ \$700 each.....
D. Limited Projects	_____ @ \$700 each.....
E. Tennis/Play Court	_____ @ \$500 each.....
F. Driveway crossings	_____ @ \$500 each.....
G. Any point source discharge	_____ @ \$500 each.....
H. Commercial, industrial, institutional or apartment/condominium/townhouse development	\$1800.....
I. Site preparation for SFH (including removal of vegetation, excavation and grading) where the house will not be built under the Notice of Intent	\$300.....
J. Inground swimming pool (including pool deck, cabanas, fencing and landscaping)	\$300.....

K.	Minor project to existing house/lot (including addition, deck, shed, driveway - not crossing a resource, septic system, utility work)	\$250.....
L.	Landscaping, clearing brush, tree cutting, extending lawn, scenic vista	\$200.....
M.	Any other activity not described under Items 2 & 3	\$500.....
<u>Other Activities Within a Notice of Intent:</u>		
N.	Any wetlands filling - less than 500 sf	\$1000.....
O.	Any wetlands filling - more than 500 sf	\$1500.....
P.	Work within the 50-foot resource area	\$500.....
4.	Abbreviated Notice of Resource Area Delineation Filing	\$200.....
	<u>Resource Delineation Review at \$100 per resource</u>	
1)	bordering vegetated wetlands	
2)	riverfront	
3)	isolated land subject to flooding	
4)	vernal pool habitat	
5)	bank	
6)	flood plain	
7)	inundated areas	@ \$100 each.....
5.	Extension of an Order of Conditions	@ \$100 each.....
6.	Amendment of an Order of Conditions	@ \$200 each.....
7.	Certificate of Compliance (full or partial)	@ \$200 each.....
8.	Review of Change of Plans	@ \$100 each.....
9.	Informal Review of Plans	@ \$100 each.....
10.	Reissue Documents	@ \$50 each.....
11.	Field Inspection of violations	@ \$50 each.....

TOTAL DUE FOR FILING 5/75.00



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 1- Request for Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

City/Town

A. General Information

Important:

When filling out
forms on the
computer, use
only the tab key
to move your
cursor - do not
use the return
key



1. Applicant COURTNEY FAMILY 2019 REALTY TRUST- MEDFIELD
THOMAS J Courtney Jr & Julian Courtney - Trustees TCM Courtney Jr & SMM
Name THOMAS J Courtney Jr & Julian Courtney - Trustees E-Mail Address TCM Courtney Jr & SMM
6 621ST MILL RD, MEDFIELD MA 02052

Mailing Address

MEDFIELD

City/Town

413-358-0192

Phone Number

MA

State

02052

Zip Code

Fax Number (if applicable)

2. Representative (if any):

Firm

Contact Name

E-Mail Address

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

B. Determinations

1. I request the MEDFIELD CONSERVATION COMMISSION make the following determination(s). Check any that apply.

Conservation Commission COMMISSION

- a. whether the area depicted on plan(s) and/or map(s) referenced below is an area subject to jurisdiction of the Wetlands Protection Act.
- b. whether the boundaries of resource area(s) depicted on plan(s) and/or map(s) referenced below are accurately delineated.
- c. whether the work depicted on plan(s) referenced below is subject to the Wetlands Protection Act.
- d. whether the area and/or work depicted on plan(s) referenced below is subject to the jurisdiction of any municipal wetlands ordinance or bylaw of

Name of Municipality

- e. whether the following scope of alternatives is adequate for work in the Riverfront Area as depicted on referenced plan(s).

C. Project Description

1. a. Project Location (use maps and plans to identify the location of the area subject to this request)

6 621ST MILL RD

Street Address

MC OREGON

City/Town

32-078

Parcel/Lot Number

Assessor's Map/Plat Number

b. Area Description (use additional paper, if necessary)

SEE PAGES A3, A7, A8, A9, A10, A11 AND A12

c. Plan and/or Map Reference(s):

Title	Date
-------	------

Title	Date
-------	------

Title	Date
-------	------

2. a. Work Description (use additional paper and/or provide plan(s) of work, if necessary):

SEE PAGES A3, A7, A8, A9, A10, A11 AND A12

C. Project Description (cont.)

b. Identify provisions of the Wetlands Protection Act or regulations which may exempt the applicant from having to file a Notice of Intent for all or part of the described work (use additional paper, if necessary)

3. a. If this application is a Request for Determination of Scope of Alternatives for work in the Riverfront Area, indicate the one classification below that best describes the project.

- Single family house on a lot recorded on or before 8/1/96
- Single family house on a lot recorded after 8/1/96
- Expansion of an existing structure on a lot recorded after 8/1/96
- Project, other than a single-family house or public project, where the applicant owned the lot before 8/7/96
- New agriculture or aquaculture project
- Public project where funds were appropriated prior to 8/7/96
- Project on a lot shown on an approved, definitive subdivision plan where there is a recorded deed restriction limiting total alteration of the Riverfront Area for the entire subdivision
- Residential subdivision; institutional, industrial, or commercial project
- Municipal project
- District, county, state, or federal government project
- Project required to evaluate off-site alternatives in more than one municipality in an Environmental Impact Report under MEPA or in an alternatives analysis pursuant to an application for a 404 permit from the U.S. Army Corps of Engineers or 401 Water Quality Certification from the Department of Environmental Protection

b. Provide evidence (e.g., record of date subdivision lot was recorded) supporting the classification above (use additional paper and/or attach appropriate documents, if necessary.)

D. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Request for Determination of Applicability and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge.

I further certify that the property owner, if different from the applicant, and the appropriate DEP Regional Office were sent a complete copy of this Request (including all appropriate documentation) simultaneously with the submittal of this Request to the Conservation Commission.

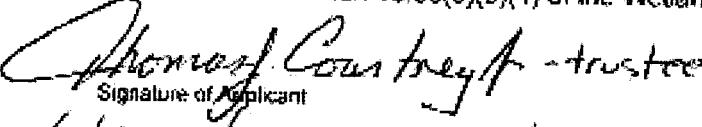
Failure by the applicant to send copies in a timely manner may result in dismissal of the Request for Determination of Applicability.

Name and address of the property owner. Courtney Family 2019 Realty Trust- Medfield
Name
Thomas J. Courtney Jr - Trustee, Julia Courtney - Trustee
6 GRIST MILL ROAD
Mailing Address
MEDFIELD
City/Town
MA
State

02052
Zip Code

Signatures:

I also understand that notification of this Request will be placed in a local newspaper at my expense in accordance with Section 10.05(3)(b)(1) of the Wetlands Protection Act regulations.


Signature of Applicant
Thomas J. Courtney Jr. - trustee


Signature of Representative of the Applicant
Julia Courtney - trustee

July 24, 2024
Date

July 24, 2024
Date

6 Grist Mill Rd – Proposed Barrier Gate Installation

Submitted By,

Thomas and Julia Courtney Trustees
Courtney Family 2019 Realty Trust - Medfield

6 Grist Mill Rd.

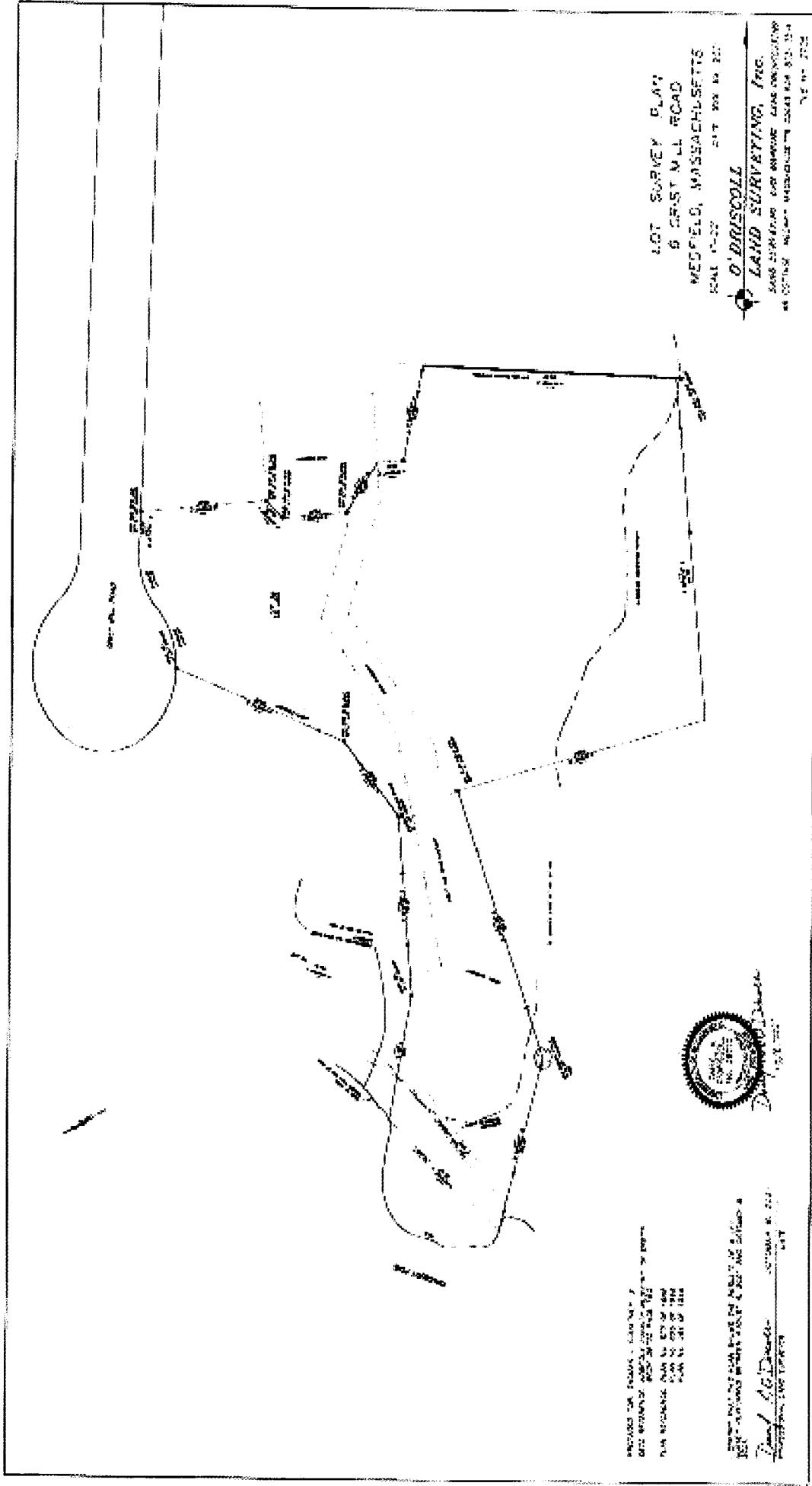
Medfield MA 02052

Cell: 413.358.0192

A-1

Background Information

- 6 Grist Mill Road abuts the Kingsbury Pond Grist Mill property in Medfield MA and the Kingsbury Pond.
- See Attached Plot Plan by Mass Licensed Surveyor Dan O'Driscoll,
 - Dan O'Driscoll
 - O'Driscoll Land Surveying
 - 46 Cottage St.
 - Medway, MA. 02053
 - 508-533-3314
- Norfolk County Registry of Deeds Book 36772, Page 160, Plan no. 877 of 1998, 656 of 1992 and 384 of 1994.



Parcel map for 6 Grist Mill Road (from Medfield Maps Online)



A-3A

Background Information – 6 Grist Mill Road

- On or About 3/22/2024 an area on our property at 6 Grist Mill Rd. was improved without our consent or knowledge.
 - Underbrush was cleared away and a turnaround expanded
 - Gravel was put down to create parking and an enlarged turnaround for the Grist Mill at Kingsbury Pond in Medfield MA
- We saw the improvement from our home on 6 Grist Mill Rd and called Dick Judge, head of the Kingsbury Pond Grist Mill Committee which is a town appointed committee and informed him that they made improvements without our consent or knowledge on our property.
- Dick Judge apologized and indicated that they would put wood chips down on top of the gravel to make it look less like a parking lot.

Background Information – 6 Grist Mill Rd.

- Since this work was performed there were two instances where we witnessed vehicles parked late into the evening, and one instance where multiple cars where parked in this new area late at night and three police cruisers arrived and cleared the vehicles out. This occurred a couple of weeks or so after the changes where made.
- After this incident I picked up three bags of trash on my property which included multiple empty beer cans and empty alcohol bottles.
- Since the vegetation has grown in this summer, we cannot see the turn around from our house, but want to secure this area to ensure it does not turn into a party spot.
- We want to install a gate at our expense to secure the area at a cost of approximately \$3,150. We understand that we need to apply for a permit from the Medfield Conservation Commission to install the gate, but wanted the commission to understand why we are seeking a permit to secure this area.

Proposed Gate

- The Proposed Gate to be installed would be locked, but we are happy to provide keys to whatever town departments require them.
- The Gate would be a Galvanized Barrier Gate with two Four Foot posts and would be approximately 15 feet in length and 4 feet Tall. The yellow line highlights where the gate would be located on the next few slides.
- The Gate would not allow vehicles in this area, but people can walk around the gate and still access the pond, as can wildlife.
- We have also offered keys to the Kingsbury Pond Grist Mill committee via Dick Judge, with the understanding that they would need to ensure that the gate is locked each evening to prevent vehicles from entering the area after dusk.
- We have not heard back from Mr. Judge, so we assume they do not want this responsibility so the gate will remain permanently locked unless they agree to secure the area each evening.

5

Proposed Gate



Blow up portion of lot
plan for 6 grist mill far
border of Pond and Grist
Mill property

Proposed Gate - In Green

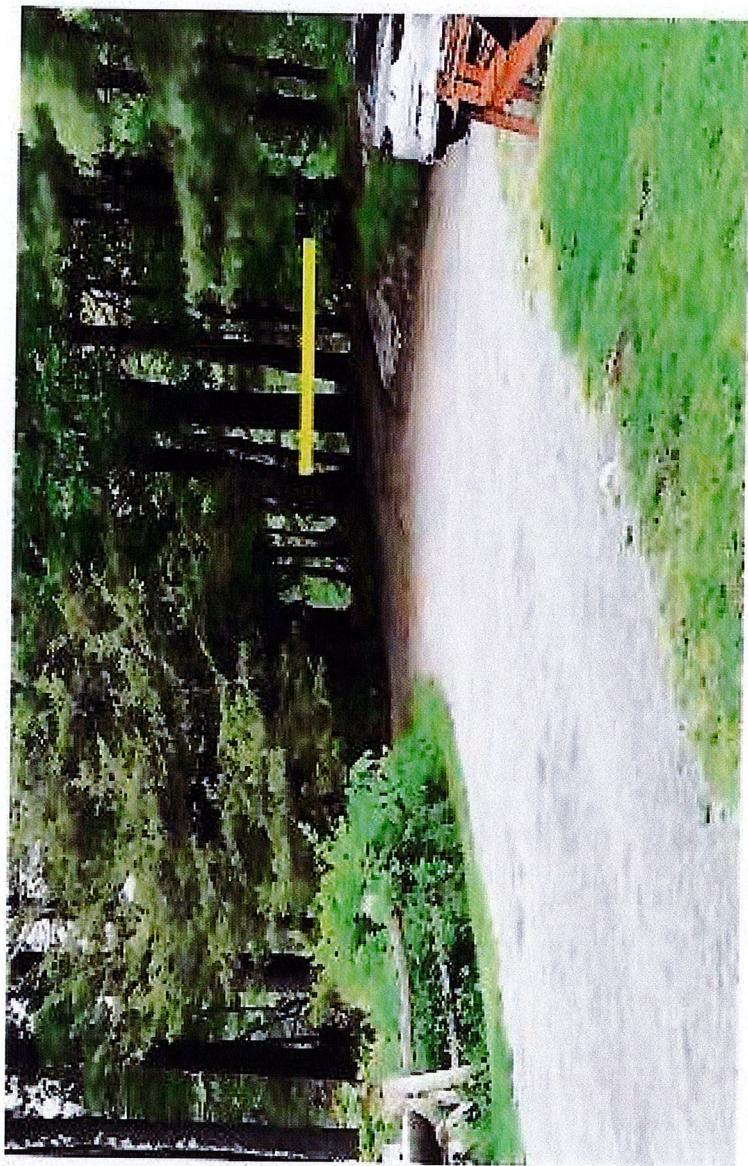
A DIVERGENCE ESTIMATE FOR THE LOTUS

8
—
47

Proposed Gate for 6 Grist Mill Rd- Yellow line



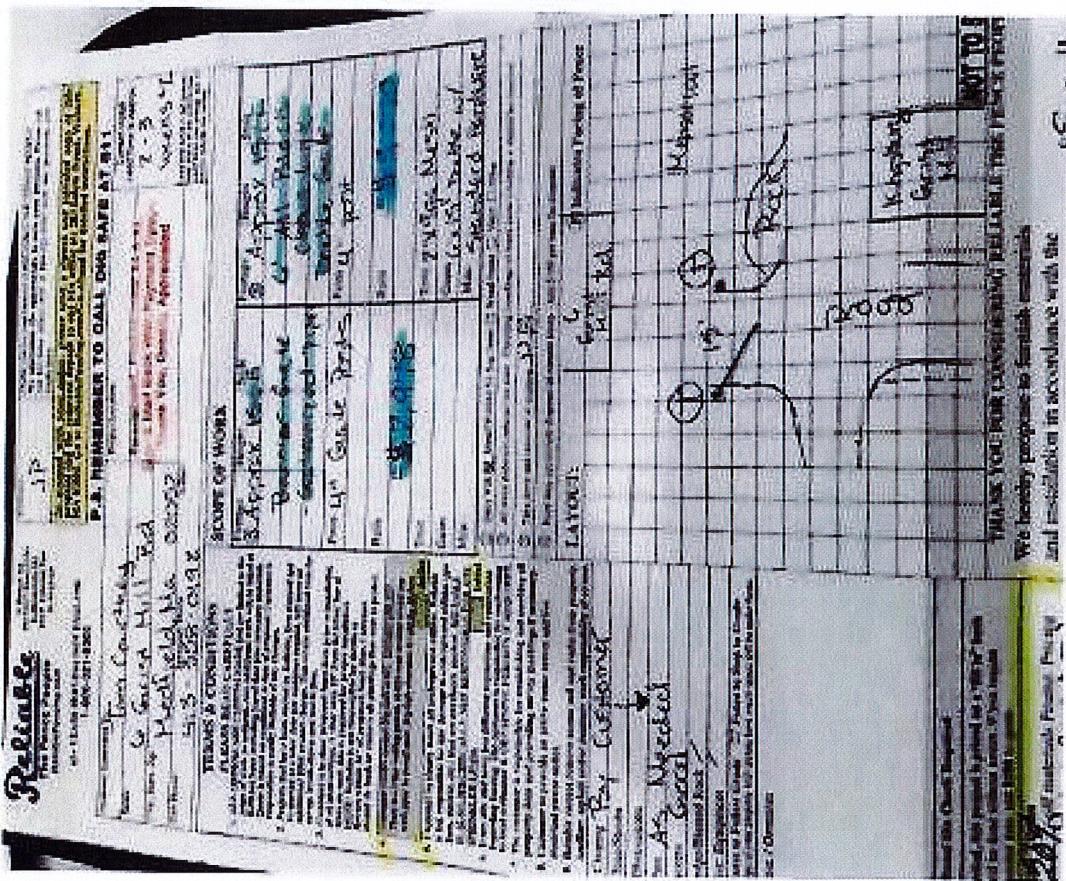
Proposed Gate for 6 Grist Mill Rd- Yellow line



A-10

Proposed Gate for 6 Grist Mill Rd -- Details

- Reliable Fence company has been chosen to install the gate and gate posts at an approximate cost of \$3,153.00 which includes the cost of the gate and permit fees.
- Reliable Fence Details:
 - Reliable Fence
 - 283 Salem St.
 - Woburn MA. 01801
 - 1.800.321.9363
 - Estimator – Josh
- We have chosen the Barrier Gate option on the next slide from Reliable Fence, at a cost of \$2,978, plus \$175 in fees for the RDA, for a total of \$3,153. See Attached Estimate from Reliable Fence



Proposed Gate – Work Plan from Reliable Fence

Grist Mill Proposed Gate Installation

Thank You!



Massachusetts Department of Environmental Protection

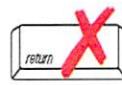
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Medfield
Conservation Commission

To: Applicant

Thomas Courtney	Property Owner (if different from applicant):				
Name	Courtney Family 2019 Realty Trust (Thomas J. Courtney Jr. and Julia Courtney, Trustees)				
6 Grist Mill Road	Grist Mill Road				
Mailing Address	Mailing Address				
Medfield	MA	02052	Medfield	MA	02052
City/Town	State	Zip Code	City/Town	State	Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

WPA Form 1 - Request for Determination of Applicability (and supporting attachments, pages A-1 to A13) July 26, 2024
Date

Title _____ Date _____

Title _____ Date _____

2. Date Request Filed:

July 26, 2024

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The project includes installation of a barrier gate within the 100-foot Buffer Zone to wetlands. The project will involve installation of two posts which will support an above-ground gate.

Project Location:

6 Grist Mill Road	Medfield
Street Address	City/Town
32	078
Assessors Map/Plat Number	Parcel/Lot Number

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

- 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.
- 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

- 2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

- 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).
- 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name	Ordinance or Bylaw Citation
------	-----------------------------

B. Determination (cont.)

- 6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

- 1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
- 2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
- 3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).

- 4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.

B. Determination (cont.)

- 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

- 6. The area and/or work described in the Request is not subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Chapter 290

Name

Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

by hand delivery on

by certified mail, return receipt requested on

August 29, 2024

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) and the property owner (if different from the applicant).

C. Authorization (cont.)

Signatures:

Signature

Robert Kennedy

Printed Name

Robert Kennedy

Signature

John Woodhull

Printed Name

John Woodhull

Signature

Nic Salfarotto

Printed Name

Nic Salfarotto

Signature

Deborah J. Bero

Printed Name

Deborah J. Bero

Signature	Printed Name
Signature	Printed Name
Signature	Printed Name

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

Provided by DEP

A. Request Information

1. Location of Project

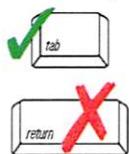
a. Street Address

b. City/Town, Zip

c. Check number

d. Fee amount

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

4. DEP File Number:

B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Town of Medfield
Capital Budget Committee Charter

Membership: The Committee shall consist of seven (7) members appointed as follows:

- One (1) Member of the Board of Selectmen
- One (1) School Committee Designee
- One (1) Member of the Warrant Committee
- One (1) Resident at Large
- Facilities Director
- Town Accountant
- Town Administrator

Purpose: Capital Budget Committee, recognizing the need to invest and preserve the significant investments the Town had made in our capital facilities, shall work to enhance the Town's capability to identify, prioritize and understand the financial implications of capital projects and acquisitions. All capital projects will be examined in terms of relationship to other projects and compatibility with Town-wide goals and objectives.

Capital Budget Committee shall be responsible for creation/maintenance of a five (5) year capital plan. Five (5) year plan will include

- (1) All building repairs, system upgrades, alterations or improvements with a useful life of more than five (5) years,
- (2) Road improvements to be funded through Chapter 90 funds
- (3) Vehicle replacements and old vehicle dispositions
- (4) Information technology infrastructure
- (5) Water and Sewer projects and infrastructure (not planned maintenance)
- (6) Other items with a useful life of more than five (5) years or costing more than \$25,000

Deliverable/Schedule: The Committee shall annually meet with department heads to prepare/update the five year capital budget for review by the Board of Selectmen, School Committee and Warrant Committee. Committee will meet over the summer months, after review from the above Committees; a final report including funding mechanisms will be presented to the Warrant Committee prior to the budget hearing in November.

CHARLES RIVER PUBLIC HEALTH DISTRICT
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the towns of Needham, Dover, Medfield, and Sherborn (hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality”) on this ____ day of 2024 (hereinafter referred as “the Effective Date”), as follows:

WHEREAS, the Town of Needham was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report (the “Grant Program”); and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth in the manner provided for in this Agreement; and

WHEREAS, the Town of Needham, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall serve as and hereinafter be referred to as the “Grant Administrator”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A.

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. **The Public Health Services Collaborative.** There is hereby established a collaborative of the Municipalities to be known as the Charles River Public Health District, which shall hereinafter be referred to as the “Collaborative.” The Collaborative shall act by and through the Grant Administrator, the Lead Municipality, the Shared Services Coordinator, and the Advisory Board (all as defined herein). The Collaborative will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the Town of Needham and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff

and resources of the Municipalities are supplemented, additional staff is provided and may be used to provide cross-jurisdictional services, investigations, enforcement and data reporting, and greater collaboration among existing community staff may be encouraged (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire when the funds awarded from the Grant Program are exhausted or otherwise become unavailable, when terminated in accordance with this Agreement, or after twenty-five (25) years from the Effective Date, whichever occurs first. Nothing contained herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds to the fullest extent allowed pursuant to G.L. c. 40A, §4A, with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the Town of Needham shall act as the “Lead Municipality.” As Lead Municipality, the Town of Needham is authorized to:
 - a. Oversee the Grant Program and the Shared Services Program.
 - b. Act for the Collaborative with respect to all grant applications to be submitted in connection with the Shared Services Program, and with respect to all gifts and grants received collectively by the Municipalities in connection with the Shared Services Program.
 - c. Act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.
 - d. Retain 15% of the funds received through the Grant Program as an administrative assessment for purposes of offsetting time, labor and expenses associated with administering the Grant Program.
 - e. Hire and employ the Shared Services Coordinator, subject to the input of the Advisory Board.
 - f. Hire and employ the staff of the Collaborative, subject to the input of the Advisory Board.
 - g. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any staff working on behalf of the Collaborative shall be considered employees of the Town of Needham and shall be accorded all benefits enjoyed by other Town of Needham employees within the same classification as they are or shall be assigned by the Town of Needham.
4. Shared Services Coordinator. The Shared Services Coordinator shall perform all necessary fiscal and administrative functions necessary to provide the services

contemplated under this Agreement. The Shared Services Coordinator shall report regularly to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: The Board of Health from each Municipality shall appoint one member and one alternate member to the Advisory Board. The Shared Services Coordinator shall serve as a non-voting member of the Advisory Board, except as specifically provided for below. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating Municipality shall be entitled to one vote on the Advisory Board. An alternate member may vote where the member from that Municipality is absent. Every voting member shall have an equal voice in determining shared priorities and other matters within the jurisdiction of the Board.
- c. Quorum: Four (4) voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by unanimous vote of members present and voting unless otherwise specifically provided for herein.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise the Lead Municipality and Shared Services Coordinator on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for Charles River Health District.
 - 5) Adopt policies for the Collaborative, consistent with the jurisdiction and responsibilities of the various parties and officials otherwise provided for in this Agreement.
 - 6) Review and provide recommendations on operating budgets to the Shared Services Coordinator.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health (“DPH”) and Office of Local and Regional Health (“OLRH”).

- 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
- 9) Review financial status and financial statements provided by the Shared Services Coordinator.
- 10) Review and provide recommendations on reports from staff.
- 11) Make requests that the Lead Municipality hire and/or terminate shared services employees or contractors.
- 12) Provide input to the Lead Municipality and Shared Services Coordinator relative to the annual performance reviews of shared services employees and contractors and provide input to the Lead Municipality relative to the annual performance review of the Shared Services Coordinator.

e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality consents to the Collaborative's duly authorized agents and representatives exercising the powers provided for herein within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
- b. Each Municipality will appoint and maintain two Advisory Board representatives at all times to represent its interests under this Agreement.
- c. Each Municipality will use best efforts to ensure that at least one of its appointees to the Advisory Board will attend each Advisory Board meeting (either in-person or via remote access) throughout the life of this Agreement.
- d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
- e. Each Municipality will assist in collecting the necessary data as agreed to by the Collaborative and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will

include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.

- f. Each Municipality may request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
- g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. **Payment and Funding.** Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Town of Needham pursuant to this Agreement, shall be deposited with the Treasurer of the Town of Needham and held as a separate grant account and may be expended under the direction of the Grant Administrator under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for purposes consistent with the Shared Services Program and in compliance with any established guidelines of the Grant Program.

The Grant Administrator may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

The Town of Needham, as the holder of Grant Program funds, will pay invoices for expenses associated with the Shared Services Program within 30 days, subject to the budget to be approved by the Shared Services Coordinator and availability of funds; provided, however, that the Town of Needham shall not be obligated to supply any appropriation or funding or incur any cost in excess of the amounts available to the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Shared Services Coordinator will develop and approve a public health services budget for contractual shared services. Such budget shall be subject to availability of grant funds and shall be subject to review and comment by the

Advisory Board. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the Town of Needham. It is the intention of Town of Needham, acting by and through the Grant Administrator, to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will seek and allocate municipal funds to continue participation. The Grant Administrator and Shared Services Coordinator will work together to provide each Municipality with sufficient notice to allow that Municipality's funding authority time to review and act on any such requested appropriation. Until grant funds are fully expended, there will be no cost to the participating Municipalities, unless each Municipality authorizes an appropriation for the same as set forth herein. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written amendment of this Agreement would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Town of Needham and expended pursuant to the terms of this Agreement.

8. **Other Municipal Services.** The Municipalities of the Collaborative may request that the Advisory Board add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only pending sufficient availability of grant funds, a determination that the adjustment of services is consistent with the Grant Program, and after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative, through a vote of the Advisory Board, may authorize application on its behalf by the Lead Municipality for other grants, opportunities, funds, and awards for shared services. The Advisory Board must approve any and all grants or grant applications submitted for the Collaborative.

9. **Employees.** Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and shall remain an employee of the employee's Municipality for purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law. Said

Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

10. **Indemnification & Insurance.** To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Lead Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses. To the fullest extent permitted and as limited by law, the Collaborative and the Municipalities mutually agree to defend, indemnify and hold each other harmless against all claims for bodily injury, death or property damage cause by the acts or omissions of the Collaborative or any of the Municipalities.

The Town of Needham and the Municipalities shall each obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence and \$3,000,000 aggregate for bodily injury, death and property damage claims. The Municipalities shall be included as additional insureds under each such policy on a primary and non-contributory basis.

11. **Entrance.** Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.
12. **Withdrawal.** Any Municipality other than the Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months

prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board and pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the withdrawing Municipality through a Shared Services Program project, service, or program will be the property of the Collaborative and remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.

13. **Termination.** This Agreement may be terminated by a vote of all Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. **Conflict Resolution.** The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. **Financial Safeguards.** The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. **Assignment.** None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. **Amendment.** This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Select Board.

18. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. **Headings.** The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. **Non-Discrimination.** Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. **Notices.** Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of DOVER:

(contact name)
(email)
(phone)
(address)

Town of MEDFIELD:

(contact name)
(email)
(phone)
(address)

Town of NEEDHAM:

(contact name)

(email)

(phone)

(address)

Town of SHERBORN

(contact name)

(email)

(phone)

(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of DOVER Select Board

Date

Town of DOVER Board of Health

Date

Town of MEDFIELD Select Board

Date

Town of MEDFIELD Board of Health

Date

Town of NEEDHAM Select Board

Date

Town of NEEDHAM Board of Health

Date

Town of SHERBORN Select Board

Date

Town of SHERBORN Board of Health

Date

EXHIBIT A

Grant agreement between the Town of Needham and the Commonwealth of Massachusetts –
attached

EXHIBIT B

The scope of services the Charles River Health District shall provide the following services in coordination with member municipalities includes: (See attached)

DPH MASTER AGREEMENT ENGAGEMENT FORM

Bureau: DPH Offices

Engagement Contract ID: INTF1200P01236938235

Vendor Name: TOWN OF NEEDHAM

Vendor Code: VC6000191901

Vendor Contact: Timothy McDonald

Vendor Email: tmcdonald@needhamma.gov

Master Agreement Id: MUNICIPALPHSERVICES0

Procurement No: 236938

Procurement Name: PUBLIC HEALTH SERVICES AT THE LOCAL AND REGIONAL LEVEL

DPH Program Manager: Diana Acosta

DPH Program Manager Email: Diana.C.Acosta@mass.gov

New

Dates of Service:

Anticipated Start Date*:

End Date:

Total Engagement Maximum Obligation _____

Amendment

Amendment Type: Vendor Specific Enc. Referencing Master Agreement (all changes)

Original Start Date: 07/01/2023

Current End Date: 06/30/2024

New End Date: 06/30/2027

RFQ _____ attached Vendor response

Current Total Engagement Maximum Obligation \$874,700.00

NOI _____

Engagement Amendment Amount (+ or -) \$2,624,100.00

Confidentiality Agreement

New Total Engagement Maximum Obligation \$3,498,800.00

RFQ _____

NOI 24W240050133

DPH MA PP Budget Attached

Expenditures must be made in accordance with the approved budget for this engagement and the terms and conditions of the procuring agency's RFR and contract.

Periodic Scheduled Payment Installments: Payments will be made upon the submission of a payment voucher(s) that are complete and that include appropriate documentation in accordance with the terms of the service scope and governing contract.

Expenditure Reporting: Triannual or quarterly narrative reports and expenditure reports

Funding: Funding for this engagement is subject to the appropriation of funds by the Massachusetts legislature or the federal government for the year(s) in which services are delivered.

Changes to Scope and /or Terms: Any changes to this engagement must be agreed upon in writing by both parties.

Termination: The Department, upon prior written notice, may terminate this engagement without cause and without penalty, or may terminate or suspend an engagement if the vendor breaches any material term or condition or fails to perform or fulfill any material obligation required by this engagement, or in the event of an elimination of an appropriation or absence of sufficient funds for the purposes of an engagement, or in the event of an unforeseen public emergency mandating immediate department action.

Vendor Authorized Signature

Department Authorized Signatures

Authorized Vendor Signature and Date

Authorized DPH Bureau Representative Signature and Date

KATE FITZPATRICK, TOWN MANAGER

Print Name and Title

Print Name and Title

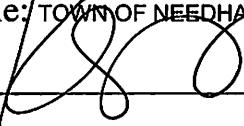
* The effective start date of this Engagement or Amendment shall be the latest date this document has been executed by an authorized signatory of the Vendor, the Department or a later Engagement or Amendment start date specified above

Contract Conditions

Contract ID#: INTF1200P01236938235

We have read and will adhere and comply to the requirements in the attached Contract Conditions and Attachments.

Provider Name: TOWN OF NEEDHAM

Signature: 

Date: 5-3-2024

Contract Special Condition
PHE Engagement Scope FY25-27

This Public Health Excellence for Shared Services Grant Engagement Scope FY25-27 (PHE Scope) is between the Massachusetts Department of Public Health (the Department) and the Vendor (the Vendor is as defined by the associated DPH Master Agreement Engagement Form regarding RFR/Procurement 236938).

Definitions:

The following terms shall have the following meanings as used in this PHE Scope unless the context clearly requires a different meaning.

Blueprint for Public Health Excellence. Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections document dated June 2019 found at <https://www.mass.gov/orgs/special-commission-on-local-and-regional-public-health>

Intermunicipal Agreement (IMA). An agreement between two or more municipalities in Massachusetts to share public health services acting by and through their respective Boards of Health executed by the Chief Executive Officer and the Board of Health Chair or Commissioner for each municipality

Letter of Commitment (LOC). A document provided by the Office of Local and Regional Health (OLRH) signed by the Chief Executive Officer and the Board of Health Chair or Commissioner in the Participating Municipalities in a Shared Services Arrangement

Local Public Health Performance Standards. The Office of Local and Regional Health sets the Performance Standards that will periodically be updated over time to improve the municipal and regional public health system. The Performance Standards include those responsibilities of municipal and regional public health that are mandated by Massachusetts General Law and workforce standards as recommended in the *Blueprint for Public Health Excellence*.

Participating Municipalities. Municipalities that have a signed LOC submitted to OLRH and receive services and/or support from the Shared Service Arrangement (SSA)

Public Health Excellence for Shared Services Grant (PHE). A grant described in RFR/Procurement 236938

Shared Service Arrangement (SSA). Two or more municipalities sharing public health services under the Public Health Excellence for Shared Services Grant inclusive of all Participating Municipalities

Shared Services Coordinator. A staff position required under PHE who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings

Training Hub (TH). This program through OLRH provides hands-on skill-based training to municipalities within the TH coverage area on local public health services

Program Coordinator. A position within the Office of Local and Regional Health's Shared Services Unit that serves as the primary liaison to the Vendor, Participating Municipalities, and collaborates across DPH

Group Structure & Governance:

1. Vendor shall maintain a list of Participating Municipalities in the SSA. This list shall be submitted to the OLRH at the start of each fiscal year. The Vendor shall provide notice to the Department's Office of Local and Regional Health (OLRH) within 30 calendar days of a change in Participating Municipalities.
2. Vendor shall maintain Letters of Commitment (LOC) from all Participating Municipalities in the SSA. An intermunicipal agreement (IMA) is not a substitute for the LOC requirement. OLRH will provide a template LOC to the Vendor.
3. SSA shall establish and/or enhance an Intermunicipal Agreement (IMA) representing all Participating Municipalities by October 31, 2024. The IMA must be sent to OLRH by October 31, 2024. Revisions to the IMA must be sent to OLRH within 30 calendar days of full execution. The IMA shall include a governance structure that involves representatives of all Participating Municipalities.
4. Governance boards established under the IMA shall meet regularly (minimum one meeting each quarter of the fiscal year), under established rules of procedures to make democratic decisions about SSA policies, personnel, operations, and finances.
5. Vendor shall send an annual notification to all Participating Municipalities no later than October 31st of each grant year. Such notification shall be substantially consistent with Attachment 1: Annual Notification Memorandum for Municipalities Participating in the Public Health Excellence for Shared Services Grant for the required language and addressee list. Proof of notification shall be submitted to OLRH no later than November 15th of each fiscal year.

Staffing:

6. Vendor shall identify and maintain a management position to coordinate between municipalities and with OLRH. The individual in this management position must be employed by the Vendor and hold decision-making authority.
7. Vendor shall maintain a minimum of a 0.5 FTE Shared Services Coordinator position, who is responsible for grant deliverables, serving as the point of contact for the grant for OLRH and the Participating Municipalities, and attending required meetings and trainings provided by OLRH. It is preferred that this position is a municipal employee funded through PHE; however, a waiver may be granted by OLRH if it is necessary to hire a contractor for the Shared Services Coordinator position or if less than 0.5 FTE is deemed necessary for a municipal employee in this role. Waivers must be renewed annually prior to the start of the fiscal year.
8. PHE funded positions shall perform public health duties and support public health programs across the SSA.

Workforce Development

9. Vendor agrees to collaborate with the OLRH designated Training Hub.
10. Vendor shall strive to recruit and hire employees who meet workforce credentials outlined in the Blueprint for Public Health Excellence. Vendor shall support employees in gaining workforce credentials in the Blueprint for Public Health Excellence and other workforce development recommendations released by OLRH. Staffing patterns should be arranged to meet the needs and represent the diverse population of the SSA.
11. Vendor shall work with OLRH Workforce Development Unit on utilizing the new learning management system TRAIN across SSA.

Performance Standards and Data:

12. Vendor shall participate in OLRH assessments for local boards of health/health departments using the tools provided by OLRH and its partners.
13. Vendor shall enhance capacity of the SSA to acquire, store, and use data to improve public health including use of Massachusetts Virtual Epidemiologic Network (MAVEN), Massachusetts Immunization Information System (MIIS), and the new Local Public Health Data Solution under development.
14. Vendor shall ensure that all Participating Municipalities maintain 100% continuous MAVEN coverage which means that each Participating Municipality has an active, designated MAVEN user and back-up user.
15. Nothing in this section shall be interpreted to take precedence over access, privacy, or security standards associated with use of systems such as MAVEN, MIIS, or other data solutions.

Deliverables & Grant Participation Expectations:

16. If a selected Vendor may perform, and does in fact perform, any work through agents, subcontractors, assigns, or the like, all such work shall be subject to the terms of this PHE Scope and associated contract.
17. Any work performed by subcontractors, assigns, or the like shall be subject to the terms of federal grant provisions noted in this contract.
18. Vendor shall provide regular reporting, including but not limited to narrative, expenditure, and workforce reports, using templates and following guidelines and deadlines provided by OLRH. Regular reporting shall be received in a timely manner. If a Vendor anticipates a delay in submitting deliverables, a request for an extension shall be submitted to OLRH within 10 business days of the deadline. Vendors may be granted up to a two-month grace period from the reporting deadline. Failure to submit deliverables in a timely manner may result in delayed payments.
19. Vendor shall submit detailed workplans and budgets for approval using templates and following guidelines and deadlines established by OLRH. Workplans shall incorporate health and racial equity. Budgets shall augment rather than replace current municipal funding for public health staff or services in accordance with the LOC.
20. Vendor shall seek approval from OLRH for changes to the workplan and budget. Budget changes shall be approved prior to expenditure of grant funds. All work performed pursuant to this contract is subject to review and approval of the Massachusetts Department of Public Health (DPH) prior to any public release of said work. This includes but is not limited to publications and presentations.
21. Shared Services Coordinator shall attend monthly PHE Grantee Meetings, quarterly check-ins with OLRH's designated Program Coordinator, trainings, and learning collaboratives, and complete evaluations and assessments provided by OLRH staff and its partners.
22. Vendor shall provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs and work to adopt Culturally and Linguistically Appropriate Services (CLAS) National Standards. <https://www.mass.gov/service-details/clas-nationalstandards>

Federal Funding Key Performance Indicators (KPI):

In accordance with federal funding guidance for the American Rescue Plan Act (ARPA), the Vendor is responsible for submitting quarterly reports to DPH on KPI outlined below under "Performance Measures". The Vendor will report these KPI to DPH when submitting the grant narrative report as referenced under "Deliverables & Grant Participation Expectations".

Community Impact

The Public Health Excellence grant program will impact the community at large by pooling local public health resources, functions, and expertise across a consortium of cities and towns, which can improve compliance with the Local Public Health Performance Standards and expand the public health services they offer residents. The Public Health Excellence Grant Program allows grantees to hire new public health staff, send staff to trainings, and purchase relevant supplies and software, among other activities to strengthen local and regional public health in MA. A goal of the PHE is for Participating Municipalities to progress towards more comprehensive sharing of services.

The Massachusetts community will receive more effective and equitable local and regional public health services that are better able to meet the Local Public Health Performance Standards, due to the Public Health Excellence Grant Program.

Performance Measures

To be reported in aggregate by Vendor for each Shared Service Arrangement

- Workforce investments
 - Number and type of new and existing public health positions
 - Number of working hours per position
 - Salary of new and existing positions
 - Number of staff participating in training courses on topics relating to the goals outlined in this PHE Scope.
- Performance Standards
 - Number of municipalities who report increased ability to meet the Local Public Health Performance Standards.
 - Increased number of new, expanded, and ongoing services provided jointly by the SSA categorized by the Local Public Health Performance Standards
- Governance Structure
 - Number of municipalities in executed intermunicipal agreements
 - Number of total governance board meetings each quarter

Allowable Costs:

Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing, nursing supplies, inspection supplies, membership fees, and occupancy. Vendor shall expend grant funds in accordance with the fiscal year specific PHE allowable expense guidance provided by OLRH and seek written approval from OLRH for expenditures that are not explicitly listed as allowable in the guidance.

The primary purpose of PHE is to expand local public health capacity to better achieve Local Public Health Performance Standards by adding staff and ensuring adequately trained staff to provide direct public health services. The Vendor may charge up to a 15% Administrative Fee of the total expended grant funds to cover administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds are not intended for capital expenses; however, DPH may consider special requests, and decisions will be communicated in writing. Funds cannot be used to supplant existing municipal funding for public health services.

Unallowable Costs:

Publicity and propaganda (lobbying):

Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient or agent acting for such recipient related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before any legislative body,
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: <https://www.cdc.gov/grants/documents/anti-lobbyingrestrictions.pdf>

Other Terms:

Vendor and Participating Municipalities are hereby notified that failure to meet the terms of the PHE Scope may result in delay in distribution of grant payment(s) and/or reductions to grant payment(s).

Changes to Participating Municipalities in SSA may result in changes to grant payments. Such changes may include increased or decreased amounts and shall be at the sole discretion of the Department upon notice as provided in the PHE Scope.

Notice by the Vendor to OLRH pursuant to this PHE Scope shall be provided as follows:

Diana Acosta, Assistant Director of Shared Services

Email: diana.c.acosta@mass.gov

Attachment 1
Annual Notification Memorandum for Municipalities Participating in the
Public Health Excellence for Shared Services Grant

Memorandum

To: Mayor/Town Administrator/Town Manager
Chief Financial Officer
Select Board Chair/Board of Selectman Chair
Board of Health Chair

From: **INSERT VENDOR**

Date: *No later than October 31 of each fiscal year*

Subject: PHE Participating Municipality Statement of Commitment Annual Notification

As you are likely aware, the **TOWN/CITY** of **INSERT NAME** is a member of a Shared Service Arrangement **INSERT NAME** funded through a Public Health Excellence for Shared Services (PHE) Grant from the Office of Local and Regional Health (OLRH). Each participating community signed a Statement of Commitment affirming that your municipality understands and intends to:

- Work with the lead municipality/agency to ensure compliance with the scope of services for the Public Health Excellence Grant Program for Shared Services.
- Use funds provided under this program only to augment rather than replace current municipal funding for public health staff or services.
- Join only this one public health shared service arrangement.

Participating municipalities shall not use services and resources provided by the Public Health Excellence to supplant municipal funding to public health. However, municipalities may reallocate public health funds across budget-line items within the health department or board of health budget.

We thank you for your participation in the Public Health Excellence for Shared Services Grant Program and for helping your community expand and improve public health services. If you have any questions, please contact **INSERT VENDOR POINT OF CONTACT AND EMAIL**.

Contract Special Condition
Local Public Health Training Hub Engagement Scope FY25-27

This Contract Special Condition Local Public Health Training Hub Engagement Scope FY25-27 (LPHTH Scope) between the Massachusetts Department of Public Health (the Department) and Vendor (the Vendor is as defined by the associated DPH Master Agreement Engagement Form regarding RFR/Procurement 236938).

Definitions

The terms provided below are in addition to the terms that were defined above in the PHE Engagement Scope. The following terms shall have the following meanings as used in this LPTH Scope unless the context clearly requires a different meaning.

Hub Trainer. Employee contracted by the Training Hub Host municipality to conduct the public health related hands-on inspectional trainings.

Non-PHE Municipalities. Municipalities not participating in SSA.

Senior Coordinator for Operations (SCO). OLRH employee that provides technical assistance to the training hub hosts sites and coordinates efforts between the three-tier approach for the Local Public Health Training Program.

State Central Trainer. State or state-contracted employee that leads the development of the core curriculum for tier 3 learning for the Hub Trainers to conduct the public health related hands-on inspectional trainings. Servers as TA for Hub Trainers.

Tier 3. Applied practice.

Local Public Health Training Hub (LPHTH). This program through OLRH provides tier 3 training to TH coverage area on local public health services.

Training Hub coverage area. The municipalities within a defined geographic region of the state as defined by the OLRH.

Training Hub Host. The entity that receives grant funding from OLRH and manages associated grant responsibilities and requirements related to the Tier 3 as defined in this LPTH Scope of work.

The vendor shall meet the following activities as outlined below to carry out the work for the LPH Training Hub.

Structure & Governance:

1. Vendor shall provide the structure and capacity to implement tier 3: applied practice in the areas of environmental health inspection, including but not limited to housing/community sanitation, food protection, and Title 5/wastewater.
2. Vendor shall collaborate with the SSAs and non-PHE municipalities that make up your LPTH structure.

Staffing:

3. Vendor shall hire and maintain Hub Trainers that are needed to meet the environmental hands-on training needs of your training hub coverage area. The Hub Trainer should have the ability to conduct training in the areas of environmental health inspection including but not limited to housing/community sanitation, food protection, and Title 5/wastewater. Provide a justification for the trainer numbers and types you need for your hub, based on assessment of need. Each trainer should be paid no less than \$70,000/annually base salary.
4. Vendor shall maintain a minimum of a 0.5 FTE Non-Trainer Coordinator position, who is responsible for supporting trainers with registration, coordination of trainings and trainees, coordination with the OLRH Senior Coordinator for Operations (SCO) and the state Central Trainers.

Workforce Development:

5. Vendor shall follow terms 10 and 11 as outlined in the PHE Scope under Workforce Development.

Deliverables & Grant Participation Expectations:

6. Vendor shall provide regular reporting, including but not limited to training logs with data on who has been trained in your training hub coverage area, narrative reports, and expenditure reports in a format and method provided by OLRH. Regular reporting shall be received in a timely manner. If a vendor anticipates a delay in submitting deliverables, a request for an extension shall be submitted to OLRH's SCO within 10 business days of the deadline. Vendors may be granted a two-month grace period from the reporting deadline. Failure to submit deliverables in a timely manner may result in delayed payments.
7. Vendor shall follow terms 16, 17, 19, 20 and 22 as outlined in the PHE Scope under Deliverables & Grant Participation Expectations.
8. Vendor shall work with the TH coverage area to share announcements and program updates.
9. Vendor shall ensure that there is equitable access to tier 3: applied practice in your LPHTH coverage area.
10. Vendor shall ensure that Hub Trainers participate in DPH Training of Hub Trainers.
11. Vendor shall collaborate with the OLRH and other DPH programs to increase access to other needed trainings.
12. Vendor shall collaborate with OLRH SCO and state Central Trainers to develop grant deliverables and training materials for Tier 3.
13. Training Hub Host site and Hub Trainers shall attend monthly LPTH Monthly Meetings, quarterly check-ins with SCO, and other meetings as needed.
14. Hub Trainers shall attend trainings, collaborative monthly meetings with state Central Trainers, and other meetings as needed.
15. Vendor shall provide high-level LMS support to TH coverage area, including course registration management and co-requisite training plan management.
16. Vendor shall provide documentation evaluation to participating municipalities that have completed tier 3 training.

Federal Funding Key Performance Indicators:

In accordance with federal funding guidance for the American Rescue Plan Act (ARPA), the Vendor is responsible for submitting reports to DPH on KPI outlined below under "Performance Measures". The

vendor will report these KPIs to DPH when submitting the grant narrative report as referenced under "Deliverables & Grant Participation Expectations".

Performance Measures

17. Workforce investments

- a. Number and type of new and existing public health positions
- b. Number of working hours per position
- c. Salary of new and existing positions
- d. Number of staff participating in training courses on topics relating to the goals outlined in this PHE Scope.
- e. Number of staff trained in Tier 3: Applied Practice

Allowable Costs:

Grant funds can be used for staff salaries, benefits, payroll taxes, support staff, consultants, travel, health communication, applicable technology hardware and software, training and credentialing for Hub Trainers. The grants funds can also be used for inspection supplies, membership fees, and occupancy. Vendor shall expend grant funds in accordance with the fiscal year specific LPHTH allowable expense guidance provided by OLRH and seek written approval from OLRH for expenditures that are not explicitly listed as allowable in the guidance. The primary purpose of this procurement is to expand local public health capacity to provide more hands-on training opportunities to your TH coverage area in the areas of environmental health inspection, including but not limited to housing/community sanitation, food protection, and Title 5/wastewater. Funds cannot be used for equipment without prior written approval from DPH. Use of funds for capital expenses are not allowed; special requests may be considered by DPH, and decisions will be communicated in writing. **Funds cannot be used to supplant existing municipal funding for public health services.**

Unallowable Costs:

These terms and conditions are outlined above in the PHE Scope.

Notice by the Vendor to OLRH pursuant to this LPTH Scope shall be provided as follows:

Katrina Stanziano-Saeger, Senior Coordinator for Operations, Katrina.Stanziano-Saeger@mass.gov

Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

Notice: The contract, agreement, statement of work, or purchase order (“Contract”) between Town of Needham (“Contractor”) and the Massachusetts Department of Public Health (DPH) to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund (“FRF”).

In accordance with ARPA, the U.S. Department of the Treasury’s regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

2. Financial Management.

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor’s principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.”

- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to EOHHS on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 3. Such disclosure shall be made in writing to EOHHS within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by EOHHS. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to EOHHS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).

- a. Pursuant to 2 CFR §200.216, EOHHS is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by EOHHS.
- b. Contractor is responsible for the submission of such performance reports to EOHHS as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to EOHHS as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

6. Remedies for Contract Violation. *[Required for contracts exceeding \$250,000]* Should the Contractor violate any of the terms of the Contract, EOHHS may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). *[Required for contracts exceeding \$100,000 that involve the employment of mechanics or laborers]* To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* EOHHS shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. **Records.** The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of EOHHS and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. **Subcontracts.** The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. *[Required for contracts exceeding \$150,000]*

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to EOHHS and understands and agrees that EOHHS will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

9. Other Federal Environmental Laws and Regulations. The Contractor shall comply with all other applicable federal environmental laws and regulations.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). *[Required for contracts exceeding \$100,000]* The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Non-Discrimination. The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. Publications. To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

13. Maintenance of and Access to Records.

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to EOHHS, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

16. Subcontractors. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

PAYMENT VOUCHER - 2

The Commonwealth of Massachusetts

Department /Organization Name

DPH/OFF



Office of the Comptroller

Revision Date 8/22/95 by VG

Document ID

Trans	Dept	R/Org	Number	PV Date	Acctg Prd	BFY
PRC	DPH	OFF				

Action(E) Sch Pay Date Off Liab Acct

Vendors' Certification

I certify that the goods were shipped or the service rendered as set forth below.

Ref Doc ID

INTF1200P01236938235 - 2

(Please sign in ink)

Vendor Name and Address

NAME: TOWN OF NEEDHAM

ADDRESS: 1471 HIGHLAND AVE NEEDHAM, MA 02492-2605

Document Total	Stxt	Payment Ref Number	Vendor Code	Emp
\$218,675.00		INTF1200P01236938235 - 2	VC6000191901	

Reference Order	Line	Quantity	Description	Amount
			2nd payment	\$218,675.00

REFERENCE DOC ID

LN	Trans	Dept	R/Org	Number	Line	Dept	Approp	Sub	Org	S/Org	Obj	Prog	Ty
	PRC	DPH	OFF										

Proj/Cl/Grc	Actv	Rpfg	Fund	BS Acct	Payment Reference Number	Description
					INTF1200P01236938235 - 2	

MSA#	Line #	Disc	Dates of Service	Quantity	Line Amount	I/D	P/F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

Prepared By:	Title: _____	Date: _____	TO VENDORS
Entered By:	Title: TOWN ACCOUNTANT	Date: 5-3-24 Pg _____ of _____	<ul style="list-style-type: none"> • Sign Payment Voucher • Direct inquires to state organization • Retain copy

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

Approved By:	Title: TOWN MANAGER	Date: 5-3-24	Phone #: 781-455-7500
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PAYMENT VOUCHER - 3

The Commonwealth of Massachusetts

Department /Organization Name

DPH/OFF



Office of the Comptroller

Revision Date 8/22/95 by VG

Document ID

Trans	Dept	R/Org	Number	PV Date	Acctg Prd	BFY
PRC	DPH	OFF				

Action(E) Sch Pay Date Off Liab Acct

Vendors' Certification

I certify that the goods were shipped or the service rendered as set forth below.

Ref Doc ID

INTF1200P01236938235 - 3

(Please sign in ink)

Document Total
\$218,675.00

Stxt

Payment Ref Number
INTF1200P01236938235 - 3Vendor Code
VC6000191901

Emp

Reference Order

Line

Quantity

Description

Amount

3rd payment

\$218,675.00

REFERENCE DOC ID

LN	Trans	Dept	R/Org	Number	Line	Dept	Approp	Sub	Org	S/Org	Obj	Prog	Ty
	PRC	DPH	OFF										

Proj/Cl/Grc

Actv

Rpfg

Fund

BS Acct

Payment Reference Number
INTF1200P01236938235 - 3

Description

MSA#

Line #

Dates of Service

Quantity

Line Amount

I/D

P/F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

Prepared By: _____ Title: _____ Date: _____

INSTRUCTIONS

TO VENDORS

- Sign Payment Voucher
- Direct inquires to state organization
- Retain copy

Entered By: M. Halligan Title: TOWN ACCOUNTANT Date: 5-3-2024 Pg _____ of _____

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations.

Approved By: J. B. B. Title: TOWN MANAGER Date: 5-3-24 Phone #: 781-455-7500

Sub Recipient Notification

The purpose of this communication is to fulfill the requirement established in 2 CFR 200.331 (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Your organization is receiving this communication because it receives federal funds from DPH in the form of a sub-award, and DPH's relationship with your organization is defined as a sub-recipient relationship.

A sub recipient is defined as a non-federal entity that receives a sub-award from a pass-thru-entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

The attached report identifies information that DPH is required to provide to all entities that meet the description of a sub-recipient.

This communication will be sent:

1. Whenever federal sub-awards are a part of the contractual relationship between DPH and the entities that it contracts with to provide services; and
2. Whenever the amount of those federal sub-awards change during the course of the contractual relationship.

Your organization may have other contracts with DPH that are not sub-awards because they do not include federal funds. This communication does not pertain to any state funds your organization may have received from DPH.

Your organization's contract may be a combination of federal and state funds. In this case, this communication **only** pertains to the federal funds portion of your contract.

For a list of other requirements and information that your organization is required to adhere to as a sub-recipient of DPH, please see:

1. Commonwealth of Massachusetts Standard Contract form;
2. Purchase of Service – Attachment 3 - Fiscal Year Program Budget (if applicable);
3. The appropriate Commonwealth Terms and Conditions; and
4. The Request for Response (RFR) and related documents.

Please be advised that DPH should have access to your organization's records and financial statements as is necessary to meet the requirements of this sub-award.

Contract Number: INTF1200P01236938235

Vendor Name - FEIN: TOWN OF NEEDHAM - 046001238

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2024	93.354	4516-1016	COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE	CDC	07/01/2023	06/30/2024	\$549,700.00
Grand Total of 2024							\$549,700.00

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2025	93.967	4570-1011	MASS STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS	CDC	07/01/2024	06/30/2025	\$133,333.33
Grand Total of 2025							\$133,333.33

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount

2026	93.967	4570-1011	MASS STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS	CDC	07/01/2025	06/30/2026	\$133,333.33
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Grand Total of 2026	\$133,333.33
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Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2027	93.967	4570-1011	MASS STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS	CDC	07/01/2026	06/30/2027	\$133,333.33

Grand Total of 2027	\$133,333.33
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The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

KATHLEEN E. WALSH
Secretary

ROBERT GOLDSTEIN, MD, PhD
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

04/25/2024

TOWN OF NEEDHAM
1471 HIGHLAND AVE
NEEDHAM, MA 02492-2605

Attn: Timothy McDonald

R/E: Contract #: INTF1200P01236938235

The Massachusetts Department of Public Health, DPH Offices is awarding you an engagement contract in accordance with RFQ# 24W240050133 - Public Health Excellence Grant Program for Shared Services. The engagement contract will be in effect through 06/30/2027 with options for renewal through 06/30/2033.

Enclosed please find an Engagement Contract package for you to review, sign and return via email scan. Please take note of the following:

• **NEW ENGAGEMENT CONTRACT/AMENDMENT/RENEWAL FORM**

This form must be signed with an **authorized signature**, dated, and returned via email scan. Do not use correction fluid anywhere on the forms.

All attachments must be completed for your contract package to be processed.

If you have programmatic questions about your engagement **contract package**, please contact your Bureau Program Manager **Diana Acosta** at Diana.C.Acosta@mass.gov.

Please sign with an **authorized signature** and return the contract package via email scan to **Ebony Williams** at ebony.m.williams2@mass.gov, no later than close of business on **05/10/2024**.

Sincerely,

Sam Wong
Bureau Director
Office of Local and Regional Health

Acceptable forms of Authorized signatures:

1. Traditional hand drawn “wet signature” (ink on paper);
2. Scan Copy of hand drawn signature
3. Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device;
 - b. An uploaded picture of the signatory’s hand drawn signature
4. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign

Please Note:

The typed text of a signature even in computer-generated cursive script, or an electronic symbol, **are not acceptable forms of electronic signature.**

Award Letter Additional Information

Contract ID #: INTF1200P01236938235

This engagement renewal is funded with American Rescue Plan Act of 2021 (ARPA) dollars and, when applicable, other state and federal funding sources. Additional information can be found at <https://www.mass.gov/info-details/about-covid-19-federal-funds>. The engagement renewal includes two annualized Budget Forms." You are required to complete PHE Budget 1 for your FY25 total only, and the budget will be annualized supporting state fiscal years SFY25-SFY27" You are required to complete PHE Training Budget 2 for your FY25 training total only, and the budget will be annualized supporting state fiscal years SFY25-SFY27" Thus Budget 1 and Budget 2 will equal total dollars budgeted for a single state fiscal year and will be annualized supporting state fiscal years SFY25-SFY27". Attached are three FY25 payment vouchers to sign and return with the signed engagement. The third payment voucher amount is an estimated amount, and after consulting with DPH and the municipality, it may be amended as needed.

EXHIBIT B

The Collaborative shall provide the following services in coordination with member TOWNS:

- A *Regional Shared Services Coordinator* shall perform all necessary fiscal and administrative functions necessary to provide the services listed in the work plan and budget, but not limited to, for the public health excellence grant.
- A *Regional Public Health Inspector (Food/Environmental/Housing)* This position will be hired or contracted out through a third-party vendor and services will include but may not be limited to perform routine food, FOG, and other environmental inspections as assigned by The Towns. This inspector would assist each municipality to meet required inspections per year as determined by the food code and create a consistent inspectional framework for mobile food services. Manage and inspect tenant complaints, hoarding situations, lead law compliance, and other housing related situations and connect residents to necessary support services. The Inspector will assist with any court-related action necessary as the Town's representative. Additional environmental health inspectional services may be requested. Inspection supplies needed for inspection services shall be purchased and provided through the shared PHE.
- To efficiently deliver and document inspectional services across multiple TOWNS and improve regulatory compliance, each TOWN will implement Food Code-Pro and Housing Code-Pro software. Each TOWN will have its own administrative access to the software and a generic inspectional account which will allow the shared inspector to perform and report inspections, but the data will remain with the TOWN for which the inspection is performed.
- *Public Health Nursing* services. This position will be hired or contracted out through a third-party nursing vendor and services will include, but may not be limited to infectious disease surveillance, preventative care, immunizations, education and outreach and emergency planning activities. The nurse may hold office hours in each of the municipalities, collaborate with staff in each of the municipalities, develop health education programs, and organize immunization and blood pressure clinics.
- *Regional Consultant Services*. Consultants and independent contractors, including for, but not limited to, grant administrative support, technical assistance, policy advisement, emergency inspection/clinical services, and training.
- *Regional Health Communication*. Creating and distributing local public health information to communicate PHE grantee shared services regulations and improve resident health in PHE municipalities.

Charles River Public Health District

Exhibit B

July 2024

Page 1 of 2

- *Regional Technology Hardware and Software.* Software that supports PHE shared services staff in implementing the recommendations of the Blueprint. Technology for PHE grant-funded shared services staff to complete grant related functions, including: Computers, laptops, iPads, tablets, headsets, speakers, microphones, earbuds, monitors, recording equipment, translation equipment, keyboards, and cell phones.
- *Regional Travel.* Mileage reimbursement for PHE grant-funded staff to complete day to day public health services. Please keep records of mileage for auditing purposes. Travel costs related to training and CEUs for new AND existing staff to maintain workforce credentials outlined in the Blueprint (page 61). Travel costs for training may include mileage and lodging using current Federal GSA rates.
- *Regional Training and Credentialing.* Training and credentialing for new AND existing public health staff from all municipalities that are part of the shared services area: To acquire the workforce credentials outlined in the Blueprint (page 61). For CEUs and contact hours to maintain workforce credentials outlined in the Blueprint (page 61)
 - For educational materials such as credentialing exam study guides
 - For exam fees required to attain credentials
 - For registration fees to participate in training courses, when relevant to a staff member's responsibilities, from organizations including, but not limited to:
 - Health Resources in Action
 - Local Public Health Institute
 - Massachusetts Association of Health Boards
 - Massachusetts Association of Public Health Nurses
 - Massachusetts Public Health Association
 - Massachusetts Health Officers Association
 - Massachusetts Environmental Health Association
 - NEIWPCC
 - National Environmental Health Association

Provide those additional ancillary services and duties as needed to the member municipalities in order to provide the shared services described above.

TOWN OF MEDFIELD



FINANCIAL MANAGEMENT POLICIES AND OBJECTIVES

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024



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Introduction

The Town of Medfield has an important responsibility to carefully account for public funds, to manage municipal finances wisely, and to plan and provide for the adequate funding of services and as required by laws, rules, or regulations, including the provision and maintenance of public facilities and improvements. The financial objectives and policies set forth by the Warrant Committee (WC) and Select Board (SB) in this document are intended to establish guidelines for the continued financial strength and stability of the Town of Medfield.

It is the policy of the Town of Medfield that financial management is conducted with the objectives of safeguarding public funds, protecting the Town's assets, and complying with financial standards and regulations.

To help ensure the Town's financial stewardship, an established program of managing the Town's finances becomes essential. To this end, the WC and SB seek policies and procedures that are financially prudent and, in the Town's best economic interests.

Objectives are broad, timeless statements of the financial position the Town seeks to attain. The Town of Medfield shall pursue the following objectives:

- To provide value to the residents of Medfield for their tax dollars by delivering quality services efficiently and cost effectively.
- To provide and maintain adequate financial resources necessary to sustain a sufficient level of municipal services, along with responding to changes in the economy, the priorities of government and non-government organizations, and other changes that may affect our financial position.
- To provide effective financial management within the Town that conforms to generally accepted accounting principles.
- To ensure public accountability in public financial management.
- To protect and enhance the Town's credit rating.
- To provide quality, essential public safety and education services at an efficient cost.
- To provide safeguards to ensure the quality and integrity of financial systems.
- To minimize the Town's financial risk and protect against unforeseen emergencies with available reserve funds.
- To protect and maintain the Town's capital assets.

To achieve the above objectives, the WC and SB have adopted the following financial policies. The WC and SB will review compliance and progress toward these stated financial policies on an annual basis. As part of that review, the Town Administrator will report on the status of the goals, particularly how the current reserve balances compare to stated goals. This will be called our "Scorecard".

- The WC and SB will review the Policies to see if updates are needed at least every three years.

Further, it is the intention of the WC and SB that these financial policies will serve as the Town's guiding financial principles. The Town will not diverge from the policies without a clear statement and analysis of the change(s).

**Definitions:**

General Fund Reserve: A term that encompasses the “Warrant Committee’s Reserve”, “Free Cash”, and “General Stabilization Fund” balances, as well as any other funds that are not set aside for a specific purpose.

General Fund Operating Expenditure Budget, net of debt service: The total general fund operational expenditures of the town, including shared fixed costs as well as school and town departments operating expenditures, and **excluding** debt service.

General Fund Operating Revenue, net of debt service: The total amount of general fund revenue of the town, including property tax levy, state aid, local receipts, enterprise fund offset, other available funds, and **excluding** both debt service and the amount for the Municipal Building Stabilization Fund override.

Overall Financial Policies

A. Accounting, Auditing and Financial Planning

1. The Town will prepare annual financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as outlined by the Government Accounting Standards Board.
2. An annual audit will be performed by an independent public accounting firm. A report on the fairness of financial statements is the main element of the audit. The independent public accounting firm shall present to the SB after completion of the annual audit to report on the results.
3. The Town will maintain strong financial controls to ensure compliance with Town Meeting appropriations and state regulations.
4. The Town will strive to prepare quality financial reporting including clear financial statements, high quality, user friendly annual budget documents, and an Annual Comprehensive Annual Finance Report (ACAFR).
5. Each year, the Town Administrator in conjunction with the Superintendent of Schools will prepare annually a five-year financial projection of revenues and expenditures for all operating budget funds. This forecast shall be used as a planning tool in developing the following year’s operating budget. The Town Administrator will provide the forecast to the SB, WC, and School Committee for use in their budget decision making. The forecast will be conservatively based on historical trend analyses and will use generally accepted forecasting techniques and appropriate data.
6. In preparing the Annual Warrant Report, the SB will ask the WC to determine whether the WC’s recommended budget and any alternative budget proposed in the Warrant Report complies with the requirements of the financial policies in this document. The Annual Warrant Report will display the following:



(a) the measure of compliance mentioned above to show whether any proposed budget included in the Annual Warrant Report, if adopted by the Town Meeting, complies with these financial policies.

(b) If the WC's budget does not comply with the financial policies, the WC and the SB will include an explanation of why the budget is not compliant and the position of the WC and SB as to why each body believes the Town Meeting should or should not adopt a budget that does not comply.

(c) If any alternative budget included in the Warrant Report does not comply with the financial policies, the proponent of such alternative budget will be invited to include an explanation as to why the Town Meeting should adopt a budget that does not comply, and the WC and the SB (if the SB are not the proponent of the alternative budget), will be invited to include statements as to their respective positions on the alternative budget.

7. Upon DOR certification of Free Cash, the SB will confirm that the financial policies have been met for the prior fiscal year. That confirmation from the SB will appear in the Annual Warrant Report in addition to being published on the Town Website. If the Town, is not in compliance with the financial policies, the SB will include an explanation in the Warrant Report and on the town website along with what actions, if any, are being taken to bring the budget back into compliance for the upcoming fiscal year.
8. The Town shall strive to attain a strong and favorable credit rating. The Town's credit rating is a statement of its overall fiscal health as a government and as a community. The benefit of having a strong credit rating is realized in lower interest rate costs on the Town's long-term debt issues. The Town will strive to maintain a strong and favorable credit rating by practicing prudent financial management, strong budget control, good cash management and timely billing and collection.

B. General Fund

1. The annual budget should be prepared such that all current operating expenditures will be paid with current operating revenue. The Town should strive to not fund ongoing operating expenditures with non-recurring revenue sources, such as free cash. Operating expenses shall be supported by ongoing recurring revenue sources, (i.e., property taxes, state aid, local receipts and fees). The WC after reviewing projected ongoing recurring revenue and shared fixed costs, shall provide upfront omnibus budget guidance within the Prop 2 ½ framework to all budget makers.

It is expected that the aggregate school and town departments initial submitted budget will fall within this guidance. If department needs cannot be met within this aggregate guidance, departments shall submit a second budget proposal requesting a Prop 2 ½ override along with appropriate explanations. If there are significant changes to key assumptions this may result in subsequent increases or decreases in the WC aggregate budget guidance provided to departments.

Budgets shall be designed to be structurally balanced, as required by law, with on-going or recurring expenses supported by on-going or recurring revenues. **Particular attention shall be given to sustainability of staffing levels.**



2. The annual operating budget shall include an appropriation to an operating reserve fund. This account, the WC's Reserve, shall be used to fund any unforeseen and extraordinary expenses that occur during the fiscal year, as authorized by MGL Chapter 40, Section 6.

This reserve fund may only be utilized by a majority vote of the WC. The minimum annual appropriation to this account should be .2% - .3% of the total General Fund Operating Expenditure Budget, net of debt service. The appropriations and transfers into this reserve fund are limited to 5% of the preceding fiscal years tax levy.

3. The Town will maintain adequate free cash in the General Fund by seeking to refrain from using the available fund balance. Specifically, the Town shall strive to maintain free cash at 3% of the General Fund Operating Expenditure Budgets, net of debt service.
4. Free Cash in excess of the 3% goal reserve shall not be used to fund ongoing operating expenditures or budget shortfalls. Free cash in excess of the goal amount should be used to:
 - Fund the long-term OPEB liability.
 - Fund the Capital Stabilization Fund and capital projects.
 - Build stabilization reserves to the goal targets.
 - Fund non-recurring unforeseen expenditures, such as unusually high snow and ice costs.
 - Fund one-time miscellaneous Town Meeting articles.

C. Revenue

1. The Town will follow an aggressive and equitable policy of collecting revenues.
2. The Town will utilize all available tools to collect revenues including tax title process, title liens, and motor vehicle flagging procedures.
3. The Town will consider the use of service charges as a means of financing services not equitably supported through the existing tax structure (i.e, transfer station fees).
4. The Town shall review all charges for services and other revenues on a regular on-going basis at least every three years. Charges shall be adjusted as necessary to respond to changes in the cost of providing services. The SB may set specific cost recovery goals for individual departments or services as appropriate.
5. The Town will strive to maintain a commercial tax base to supplement residential tax revenues.
6. **One-Time Revenue** - The Town will thoroughly analyze any unexpected and unusual one-time revenue sources before appropriation. One-time revenue sources include items such as unusually high receipts, unanticipated state funds, legal settlements, etc..

- These funds shall first be considered for use toward meeting reserve level goals and capital needs before being utilized for funding general fund operating budget needs.

Consideration shall be given to:

- Capital Budget



- Capital Stabilization Fund
- General Stabilization Fund
- Elementary School Tax Mitigation Stabilization Fund
- OPEB Trust Fund

7. **Recurring Revenue** - The Town will thoroughly analyze any new, recurring revenue sources before appropriation. New, recurring revenue sources include significant new growth, or other permanent revenue sources such as a new fee.

- The net recurring revenue, after any designated allocations, such as associated increases in Town or School costs, shall first be considered toward meeting reserve level goals and capital needs before being utilized for funding general fund operating budget needs.

Consideration shall be given to:

- Capital Budget
- Capital Stabilization Fund
- General Stabilization Fund
- Elementary School Tax Mitigation Stabilization Fund
- OPEB Trust Fund

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Overall Financial Policies:

Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member

Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member



Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member

Reserves Policy

The Town of Medfield will maintain a level of reserves that protects the Town from emergency financial conditions that require financial flexibility, contribute to sufficient liquidity to pay all Town expenses without short-term borrowing, and contribute to maintaining a high credit rating. To provide adequate levels of reserves to protect the Town's financial condition in the long term, the Town of Medfield has adopted the following financial reserve policies.

D. General Reserves

The Town will maintain adequate reserve funds to help protect the Town from unforeseen, extraordinary emergencies. Prudent stewardship of the Town requires such planning and protection for the Town's financial health.

Reserve funds will be maintained as part of long-term goals to keep the Town's credit rating healthy. The Town's reserves are a major factor in the Town's bond rating. A sudden decline in reserve amounts could result in a decline in bond rating and potential increases in the costs of borrowing.

The Town shall strive to maintain General Reserve Accounts (defined as the WC's Reserve, General Stabilization Fund and Free Cash) at a minimum balance of 8% of General Fund Operating Expenditure Budget, net of debt service with a target goal of 10%. This total reserve goal should be maintained at .2-.3% in the WC's Reserve, 3% in free cash and 5-7% in the General Stabilization Fund.

Funds shall be allocated each year in the budget process to replace any use of General Reserve Accounts during the preceding fiscal year to maintain the overall balance of the General Reserve Accounts at 8-10% of the General Fund Operating Expenditure Budget, net of debt service.

General Stabilization Fund (MGL Chapter 40, Section 5B)

General stabilization reserve funds shall be used for opportunities to achieve long-term cost saving, or planned capital investments and related debt service. General stabilization funds can also be used to provide for temporary financing for unanticipated or unforeseen extraordinary needs of an emergency; for example, costs related to a natural disaster or calamity, an unexpected significant drop in revenue such as State Aid, an unexpected liability created by Federal or State legislation, immediate public safety or health needs. Reserves will not be used to fund recurring budget items.

- Funds can remain in this account from year to year, and interest earned remains with the account.
- Funds designated to this account cannot be used for purposes other than those for which the account is established and any withdrawal of funds from the general stabilization fund will require a 2/3 vote by the voters at the Town Meeting.



Funds shall be allocated from General Stabilization fund reserves only after an analysis and utilization plan has been prepared by the Town Administrator and presented to the SB. The analysis shall provide sufficient evidence to establish that the remaining balance is adequate to offset potential downturns in revenue sources and provide a sufficient cash balance for daily financial needs; and that conditions exist in future years that will allow for replenishment of the general stabilization reserve fund.

SPECIAL PURPOSE STABILIZATION FUNDS, RESERVES AND ACCOUNTS

The Town shall maintain special purpose stabilization funds, reserve funds and/or accounts to accomplish funding for a particular purpose, to offset unanticipated costs related to expenditures or the appropriation is restricted to a particular use. The following is a summary of such special purpose stabilization funds, reserve funds and/or accounts and related explanation and policy. Approval for withdrawal of funds from special purpose stabilization funds requires a majority vote by the voters at the Town Meeting.

1. Pension Reserve Fund (MGL Chapter 40, Section 5D)

Funds have been appropriated and invested in the Pension Reserve Fund for the sole purpose of offsetting costs of the Norfolk County Retirement System (NCRS) assessments. The Pension Reserve Fund was first established in 1978 and funded with \$10,000. Additional contributions were invested over a 40-year period. Given the current balance in the Pension Reserve Fund and the current projected short time frame remaining for full funding of the Norfolk County Retirement System liability, the Town does not expect to make future appropriations into the Pension Reserve Fund.

The WC shall recommend a yearly amount of funds to be transferred from this Pension Reserve Fund to help offset yearly pension assessments. The WC's recommendation shall consider the following:

- Current balance in the Pension Reserve Fund and projected future balances with reinvested income.
- The projected period to full funding of the NCRS liability (As of June 2024, the current projection for full funding is the end of fiscal year 2029).
- Projections of NCRS yearly assessments through both the full funding date and thereafter.
- Maintaining a prudent balance in the Pension Reserve Fund after full funding date to offset potential unpredicted fluctuations in future assessments.

Any recommended amount of funds to be transferred from the Pension Reserve Fund must be approved each fiscal year by the Public Employee Retirement Administration Commission (PERAC) prior to Town Meeting approval.

2. Municipal Building Capital Stabilization Fund (MGL, Chapter 40, Section 5B)

The Town shall maintain a 20-Year Capital Building Maintenance Plan ("20 -Year Capital Plan") for building-related investments and repairs. See **Appendix A** for further details on the procedures for the town's Capital Expenditures, including the Municipal Building Capital Stabilization Fund (the "Municipal Building Stabilization Fund").



The Municipal Building Stabilization Fund is a special purpose stabilization fund. It is authorized to fund capital expenditures related to new construction, capital repairs, and improvements to municipal buildings and their structural and systemic components, thereof. It is not the intention of this fund that the full amount be spent in any one year, but that funds accumulate for use according to the 20-year Capital Plan and as specifically appropriated as part of the 5-Year Municipal Building Capital Budget.

Funds shall be transferred to the Municipal Building Stabilization Fund annually from a dedicated revenue source of property tax override originally approved in 2018 in the amount of \$1,000,000. The SB annually considers a 2.5% increase in the original levy amount. To date, the SB has voted unanimously to increase the levy each year by 2.5%.

The Capital Budget Committee annually updates a 5-year capital plan, reviews all municipal building capital requests, recommends and votes on specific projects for funding from the Municipal Building Stabilization Fund.

To the extent permitted by law, the Town may authorize borrowings with funds to be paid from the Municipal Building Stabilization Fund so long as there are adequate funds to make the annual debt service.

3. Capital Stabilization Fund (Non-Buildings) (MGL, Chapter 40, Section 5B)

The Capital Stabilization Fund is a special purpose stabilization fund established by the annual town meeting in 2021. The fund is authorized to provide financial support for the expenses of capital projects (non-buildings) and the debt service related to capital projects, including equipment, vehicles, repairs to equipment and vehicles, public works improvements, and other non-municipal building and non-school building capital projects. See **Appendix A** for further details on procedures for Capital Expenditures, including operation of the Capital Stabilization Fund.

Each year, the Capital Budget Committee reviews and updates the 5-Year Capital Budget and recommends and votes on specific capital items to be funded by the Capital Stabilization Fund. Items not included within the 5-year Capital Budget shall only be funded from the Capital Stabilization Fund in the case of emergency that could not have been anticipated at the time the most recent 5-year Capital Budget was adopted.

The Capital Stabilization Fund does not have a dedicated source of funding and to date has been funded by transfers from free cash. Some capital projects recently have been funded with American Rescue Plan Act (ARPA) funds; however, these funds will expire in fiscal year 2026.

It is not the intention of this fund that the full amount be spent in any one year, but that funds accumulate for use according to the 5-Year Capital Budget. Over time, the Town shall have a goal of increasing the balance in the Capital Stabilization Fund so that it is sufficient to cover the Town's annual cash outlay for capital (assumed to be equal to the average yearly appropriations over the prior three – five fiscal years). Maintaining a sufficient balance in the Capital Stabilization Fund should allow the Capital Budget Committee to exercise greater flexibility in responding to significant planned capital items and unexpected or emergency requests. Further, it is acknowledged that achieving this goal may necessitate the Capital Budget Committee to consider delay of certain capital requests by departments.

4. Elementary School Tax Mitigation Stabilization Fund (MGL Chapter 40, Section 5B)



The Elementary School Tax Mitigation Stabilization Fund was established by the annual town meeting in 2024 with a transfer from free cash of \$900,000. This is a special purpose stabilization fund for the purpose of offsetting debt service payments for the excluded debt notes and/or bonds to be issued for the proposed new Elementary School Project in order to reduce the need to raise these funds through the annual tax levy in future years.

The Town's goal for this fund is to identify at least \$4 -\$5 million of future tax relief to be utilized during the first three fiscal years after the debt issuance for the school project. The SB shall annually identify additional sources of funding including the proceeds from existing and future land sales. The Town Administrator shall annually report progress towards this goal in the Town Score Card.

5. Special Education Reserve Fund (MGL, Chapter 40, Section 13E)

The Special Education Reserve Fund is a special purpose reserve fund established in 2024. This reserve fund is to be utilized to pay for unanticipated or unbudgeted costs of special education, out of district tuition, or transportation.

The Special Education Reserve Fund was initially funded with a transfer of \$200,000 from free cash. Starting in FY 2026, future funding shall come from a dedicated revenue source related to the Annual Medicare Reimbursement received by the school district.

Reserve fund balances will be invested by the Treasurer with interest earned becoming part of the reserve fund.

Use of funds for special education expenses shall be subject to the following policies and procedures:

- The Medfield school district shall first apply for extraordinary relief from the Special Education Circuit Breaker managed by the MA Department of Elementary and Secondary Education (DESE) and a copy of this application shall be made available to the School Committee and SB.
- If the circuit breaker funds are denied or otherwise made not available to the Town of Medfield, the use of this reserve fund can then be requested by the school district but can only be expended after a majority vote of the School Committee and a majority vote of the SB.
- Per the statute, the balance in this reserve fund cannot exceed two percent (2%) of the annual net school spending of the school district.

6. Proceeds from the Sale of Town Assets

Proceeds from Sale or Other Disposal of Real Estate (MGL Chapter 44, Section 63)

The net proceeds (after payment of any outstanding indebtedness incurred in the acquisition of such real estate) from the sale or other disposal of real estate greater than \$500 shall be deposited into a separate account called "Receipts reserved for appropriation".

The Town is permitted to use any such net proceeds for any of the following purposes:



- any purpose or purposes for which the town is authorized to incur debt for a period of five years or more.
- Applied to the payment of indebtedness incurred to purchase land, or interest in land.
- Applied to the payment to construct or enlarge buildings, including the cost of original equipment or furnishings of the buildings or enlargements.
- **Exception:** To the extent the proceeds from the sale or other disposal of real estate includes a sale greater than \$500 of any park land of the Town, such proceeds shall be used only for the acquisition of land for park purposes or for capital improvements to park land.
- To the extent permitted by law, the Town shall prioritize the use of land net proceeds from the sale or other disposal of real estate as follows:
 - First towards reducing the cost, borrowing or related tax impact of any significant new building or construction project in the 20-Year Capital Plan.
 - Secondly, towards reducing the cost, borrowing or related tax impact of any item in the 5-Year Capital Budget.

Proceeds from the sale of other Town assets (non-real estate)

Pursuant to Town bylaw, town boards, committees, officers and departments may dispose of personal property having a value of less than \$10,000 belonging to the Town with the approval of the SB when the property is no longer needed by the Town.

For surplus property valued at \$10,000 or more, the chief procurement officer shall dispose of the property in accordance with MGL Chapter 30B by sealed bids, or by public auction, including online auction.

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted September 2024

Endorsement of Reserve Policy:

Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member

Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member



Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member

Post Employment Benefits Policy

1. Pension

The Contributory Retirement System is a defined benefit program that is governed by Massachusetts General Laws, Ch. 32 and is regulated by the PERAC, a state entity responsible for the oversight, guidance, monitoring, and regulation of the public pension systems in Massachusetts. Funding for this system covers the costs of employees who are part of the Norfolk County Retirement System, which does not include teachers, as their pensions are funded by the state through the Massachusetts Teachers Retirement System.

Norfolk County Retirement System

The Town is required to annually appropriate sufficient funds to cover the annual assessment received from the Norfolk County Retirement System. Norfolk County is required by the state to have a funding schedule and assess the annual required contribution (ARC) to the Town.

- The current Pension system is required by State law to be fully funded by 2031.
- Currently (August 2024), the latest anticipated date for full funding of the Pension system is the end of fiscal year 2029.
- The Town should continue to inform residents of the status of the pension liability, including the anticipated date of fully funding and the amount of anticipated budget savings.

2. Other Post Employment Benefits (OPEB)

OPEB is the cost of providing health care and other non-pension benefits for retirees.

The Town shall continue its practice of having an independent actuary prepare biennial valuations, which are in compliance with the Government Accounting Standards Board (GASB) and Massachusetts law.

While there is no legal requirement to fund OPEB liability, the Town should strive to move toward fully funding the Annual Required Contribution (ARC), ultimately developing a funding schedule that fully funds OPEB liability.



The Town has established an OPEB Liability Trust Fund. This Trust Fund is an irrevocable trust, and its assets can only be used to fund the OPEB liability for retiree health insurance benefits. The establishment of the trust allows the Town to make contributions to fund the OPEB liability.

Funds can be saved in this account from year to year, and interest earned remains with the account.

The Town shall strive to appropriate from Free Cash no less than \$551,250 per year to the OPEB Liability Trust Fund until the date of full funding for the Norfolk County Retirement System

The Town shall strive in fiscal years after full funding of the Norfolk County Retirement System to increase the annual appropriation to the OPEB Liability Trust Fund by 5% each subsequent year and include such appropriation as part of the general fund's annual operating budget each year thereafter.

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Post Employment Benefits Policy:

Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member

Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member

Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member



Debt Policy

Long-term debt should be issued only for capital projects or assets that have a long useful life. It should be issued to pay for the cost of significant infrastructure and capital projects, such as school remodeling, road construction, building construction, and land purchases. Long term debt should not be issued for recurring, small capital purchases with a useful life of less than five years.

The Town should strive for rapid debt repayment schedules consistent with the useful life of the capital asset. The Town shall not have debt repayment schedules longer than the useful life of the capital asset. This ensures cost savings to the community and seeks to avoid trapping future generations with large debt obligations. This policy recognizes that capital needs continue, and that new debt will continue to be identified and issued.

Long-term debt should not be incurred without a clear identification of its financing sources. Long term debt is generally utilized to fund capital projects that have a long useful life and are relatively expensive. Because of the debt service costs and annual appropriations necessary to retire this debt, there should be clear knowledge and commitment of revenue sources available to pay these costs without competing with operating budgets for limited resources. Debt issued on behalf of the Water and Sewer Enterprise Funds shall be supported by water and sewer rate charges.

General Fund non-exempt debt service should not exceed .5% of annual General Fund Operating Revenues, net of debt service to provide appropriate funding for other Town services. Total General Fund debt service, (defined as both exempt and non-exempt debt service), should be maintained at no greater than 10-12% of the annual General Fund Operating Revenues, net of debt service to balance total debt costs and tax implications with other services. If above 12%, the Town Administrator and Treasurer should develop a plan to bring the debt service costs to the target range as soon as possible.

The Town shall follow a policy of full disclosure on all bond offerings and financial prospectus.

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted September 2024

Endorsement of Debt Policy:



Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member

Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member

Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member

Capital Planning, Capital Budget for Buildings and Non-Buildings Policies

The Town will maintain its physical assets at a level adequate to protect the Town's capital investments and to minimize future maintenance and replacement costs. The Town's physical resources are a major component of the Town's overall financial assets and represent a significant investment of public funds. As such, the Town must adequately maintain and update its capital assets.

Consistent with the Town Charter, the Town shall maintain a 5-year Capital Budget updated annually by the Capital Budget Committee after the Annual Town Meeting. The Capital Budget Committee shall submit a proposed Capital Budget (for building and non-building capital items) to the SB no later than October 15th each year. Upon approval by the SB, the Capital Budget will be effective until a new Capital Budget is adopted. The Capital Budget and 5-year Capital Budget will be reviewed annually by the WC as part of its budget review process for each Town Meeting.

See **Appendix A** for further details on the procedures and policies for Capital Expenditures.

The Town shall regularly invest in capital assets and equipment on an ongoing basis. Annual delays in reinvesting in the Town's capital assets and equipment can often lead to delaying major problems that result in larger investments of financial resources to correct. The SB will continue to stress the importance of capital reinvestment and will carefully balance the financing of capital with annual operating expenses.

The funding source for capital projects must be identified and analyzed before any long-term bonded capital project is recommended. Funding sources for capital projects must be analyzed to balance the limited resources available within Proposition 2 ½.

Capital projects funding should also be reviewed in relation to the impact on property tax limitation. Projects funded with current tax revenues should identify the impact on the annual operating budget. Projects funded with long-term debt and not exempted from Proposition 2 ½ should identify impact on annual operating budgets. Projects funded with long-term debt and exempted from Proposition 2 ½ should identify impact on annual tax rate and/or tax bill (debt exclusion).

The annual operating cost of a proposed capital project, as well as debt service costs, will be identified before any long-term bonded capital project is recommended. Capital projects may increase future expenses, decrease future expenses or may be cost-neutral. The funding of capital projects may fall within available revenue (taxes or fees) or new revenue sources (debt or capital exclusions). It is



important to project the impact that the proposed capital project has on the operating budget so that operating budget funding sources can also be identified, or new funding sources identified. Future operating and maintenance costs for all new capital facilities will be estimated.

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Capital Planning and Capital Budget for Buildings and Non-Buildings Policies:

Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member

Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member

Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member



Other Policies

G. Water and Sewer Enterprise Funds

The Board of Water and Sewerage shall adopt a written Reserves and Retained Earnings policy for the Water Enterprise Fund and the Sewer Enterprise Fund.

The Water and Sewer Enterprise Funds shall maintain adequate working capital to finance operations. In the absence of retained earnings, operations would require the use of General Fund revenue which would reduce General Fund resources available for investment. To avoid the use of General Fund revenue as working capital for the water and sewer operations, and to accommodate rate stabilization, fluctuations in revenue due to consumption variations, and to fund capital projects, retained earnings shall be maintained at an appropriate level. At a minimum, the policy shall require that each Enterprise Fund maintain a reserve amount of 20 percent of the Enterprise Fund's total annual budget (operating and capital). The Board of Water and Sewerage shall strive to balance the increase in the reserves for projected capital improvements while stabilizing water and sewer rates and avoiding large fluctuations.

Betterments, while not part of the Water and Sewer Enterprise funds, may be assessed for sewer extensions. Sewer projects that are extensions on the existing system will be assessed to the property owner according to the betterment formula for sewer projects. When specific benefits accrue to property owner(s), betterments will be assessed in accordance with state statutes and local policies. This funding source will contribute all, or a portion of the costs associated with the capital projects.

Water and Sewer main replacements should be scheduled to avoid major increases in water and sewer rates. The current water and sewer enterprise funds are established as self-supporting on a cash basis. Revenues are planned to cover operating budgets, indirect and overhead costs, and debt service payments. Water and Sewer long-term debt schedules should be closely monitored to ensure that new debt replaces completed debt instead of additional debt.

H. Gifts, Grants, and Other Funds



All grants shall be managed to comply with the laws, regulations and guidance of the grantor.

All gifts and donations shall be managed and expended according to the wishes and instructions of the donor and shall be in compliance with applicable state laws and regulations.

All user fees and revolving funds shall be managed in compliance with applicable state laws and regulations. User fees will be set to generate only the revenue needed to recover the allowable costs of the programs.

All gifts, grants, and fees shall be evaluated for suitability and consistency with Town policies. They shall also be formally approved and accepted by the SB and/or School Committee.

Any gifts with conditions determined to be unsuitable for the Town will not be accepted.

I. Overlay (MGL c. 59, Section 25)

The Town uses the overlay account to fund abatements and exemptions and senior tax work off of committed real and personal property taxes for any fiscal year. The overlay amount is determined by the Board of Assessors and is raised in the tax rate without appropriation. At the conclusion of each fiscal year, the Board of Assessors shall submit to the Town Administrator and Town Accountant an update of the overlay account with data that includes, but is not limited to, the gross balance, potential liabilities, and any transfers to surplus. When excess overlay is determined, it can be transferred by vote of the Board of Assessors to a Fund Balance Reserved for Overlay Released by the Assessors for Expenditures (overlay surplus). Overlay surplus must be appropriated by the legislative body for any lawful purpose until the end of the fiscal year, i.e., June 30. Such appropriations shall be for one-time expenses, or transfer to the Town's stabilization funds. Overlay surplus not appropriated by year-end is closed to Free Cash.

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Other Policies:

Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member

Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member



Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member

Investment Policy

K. Investment Policy

Disbursement, collection, and deposit of all funds will be managed to ensure protection and safeguard of funds, and adequate cash flow to meet the Town's needs of operations.

The Town will strive to maximize the return on its portfolio, with the primary objectives of safety of principal, liquidity of funds and maximum yield.

The Treasurer shall maintain policies and procedures covering permissible investment securities, diversification, and the investment of trust funds, bond proceeds and arbitrage regulations.

I. The Investment of General Funds, Special Revenue Funds, Enterprise Funds, and Capital Projects Funds

A. Scope

This section of the policy applies to short term operating funds such as general funds, special revenue funds, enterprise funds, and capital project funds. Appendix B will deal with trust funds, bond proceeds, and any other funds with special circumstances such as stabilization funds. The Norfolk County Retirement Board is responsible for the investment of employee's contributory pension funds.

B. Objectives

Massachusetts General Laws, Chapter 44, section 55B requires the municipal treasurer to invest all public funds except those required to be kept uninvested for purposes of immediate distribution. Modern banking systems enable the public treasurer to maintain even these funds in interest bearing form until the date of disbursement order clears through the banking system.

The state law further requires that invested funds are to be placed at the highest possible rate of interest reasonably available, taking account of safety, liquidity and yield. Therefore, these guidelines are intended to further the objective of securing the highest return that is consistent with safety of principal while meeting the daily cash requirements for the operation of the entity's business.



- **Safety** of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital through the mitigation of credit risk and interest rate risk. These risks shall be mitigated by the diversification and prudent selection of investment instruments, and choice depository. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk is the risk that the market value of the security will fall due to changes in general interest rates.
- **Liquidity** is the next most important objective. The overall investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the treasurer shall carry out investment activities in a manner that provides for meeting unusual cash demands without the liquidation of investments that could result in forfeiture of accrued interest earnings, and loss of principal in some cases.
- **Yield** is the third, and last objective. Investments shall be undertaken so as to achieve a fair market average rate of return, taking into account safety and liquidity constraints as well as all legal requirements.

C. Authorization

The Treasurer has authority to invest municipal funds, subject to the statutes of the Commonwealth.

D. Ethics

The Town Treasurer shall refrain from any personal activity that may conflict with the proper execution of the investment program or which could impair or appear to impair ability to make impartial investment decisions. Said individual shall disclose to the Town Administrator any material financial interest in financial institutions that do business with the Town. They shall also disclose any large personal financial investment positions or loans that could be related to the performance of the Town's investments.

E. Stabilization Funds

This paragraph shall apply to all general and special purpose stabilization funds of the Town. The total of all Stabilization Funds shall not exceed ten percent of the equalized valuation.

Any interest shall be added to and become a part of the fund. The Treasurer may invest the funds according to the prudent investor rule set forth in Chapter 203C of the General Laws.

Stabilization funds can be expended only upon a majority vote of the Town Meeting. Therefore, the investment goals are preservation of capital with foreseeable liquidity horizons.



F. Other Post Employment Benefits Liability Trust Fund

The OPEB Trust Fund was established by vote of the annual Town Meeting of 2014 in accordance with section 20 of Chapter 32B of the General Laws. The OPEB Trust Fund shall be invested and reinvested by the Treasurer consistent with the prudent investor rule set forth in Chapter 203C of the General Laws.

The OPEB Trust Fund is intended to ensure the long-term availability of funding of benefits. Current benefit expenditures are not paid from the OPEB Trust Fund. Therefore, the investment goals are long-term preservation and appreciation of capital.

In FY 2017 (7-1-2016), the Town Treasurer, with approval of the SB, transferred investment funding in the OPEB Trust to the Massachusetts Pension Reserves Investment Management Board (PRIM), particularly the State Retiree Benefit Trust Fund (SRBTF). This investment vehicle, allowed by Massachusetts law, allows the funds to earn a greater investment return. The investments match the long-term nature of these funds.

G. Reporting Requirements

On an annual basis at fiscal year end a report containing the following information will be prepared by the Treasurer and distributed to the Chief Executive Officer, Town Administrator, and WC, as appropriate. The report will include the following information, as a minimum requirement:

- A listing of the individual accounts and individual securities held at the end of the reporting period.
- A listing of the short-term investment portfolio by security type and maturity to ensure compliance with the diversification and maturity requirements.
- For the general fund operating account, a summary of monthly receipts, expenditures and income earned shall be reported.
- The Treasurer shall include in the report a brief statement about the general market and economic conditions and other factors that may affect the Town's cash position.
- The report should demonstrate the degree of compliance with the tenets set forth in the Investment Policy.

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Investment Policies:

Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member



Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member

Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member

DRAFT



APPENDIX A – PROCEDURES AND POLICIES FOR CAPITAL EXPENDITURES

Capital Budget Committee

The Capital Budget Committee is responsible for analyzing proposed capital investments and making a recommendation to the SB about which capital assets should be added, repaired, replaced, or updated and when that should be done. Departments should not acquire capital assets outside of the capital budgeting process defined herein, including the introduction of new information systems, unless they are prepared to support the life cycle costs of those capital assets within their own Department budgets expense line. In submitting the proposed 5-year Capital Budget to the SB, the Capital Budget Committee shall provide a rationale and its priority relative to other requests for each proposed expenditure included.

A. Capital Budget & Capital Building Plan

1. Capital Budget

The 5-year Capital Budget shall include all (1) building repairs, system upgrades, alterations, or improvements with a useful life of more than 5 years, (2) road improvements planned to be funded through Chapter 90 funds; (3) vehicle replacements and old vehicle dispositions; (4) information technology infrastructure; (5) Water & Sewer projects and infrastructure, excluding routine maintenance of existing equipment; and (6) other items with a useful life of more than 5 years or costing more than \$15,000.

The 5-year Capital budget shall include the projected cost of any items approved for inclusion therein and projected funding source (i.e., tax levy, borrowing, Capital Stabilization (non-buildings) Funds, Chapter 90 funds, departmental revolving funds, grant funds). No item shall be included in the 5-year Capital Budget without a projected funding source. All capital items to be purchased shall be included in the 5-year Capital Budget, regardless of funding source.

Items should only be submitted for the 5-year Capital Budget if they are necessary to the provision of services, and generally, are considered replacements, repairs, or non-major (i.e., not requiring Permanent Planning and Building Committee review) upgrades of existing capital assets.

Any department that wishes to acquire new capital assets that qualify as items that could be included in the 5-year Capital Budget, and, that want those new assets to be maintained as part of the capital budget must submit a request before acquiring those assets to formally include them in the list of capital assets supported by the 5-year Capital Budget. Requests for new capital assets should be accompanied by (1) an explanation of the expected carrying costs, replacement costs, and a timetable for replacement; (2) an explanation of which departments or personnel will be involved in maintaining those assets; (3) an explanation of the resources, currently in place within the department, to cover the routine maintenance of those assets; and (4) confirmation of the information provided by the maintaining department, along with acknowledgement of the responsibilities the maintaining department is accepting to care for the capital asset after it is acquired. For example, no department should ask to acquire an additional vehicle as part of its capital budget request without review and approval by the DPW Director. By way of further example, no department should acquire additional information technology programs, hardware, or other assets without review and approval by the Director of Information Technology.



APPENDIX A – PROCEDURES AND POLICIES FOR CAPITAL EXPENDITURES, (Continued)

For items to be funded by the general tax levy, the Capital Budget Committee shall recommend a consistent level of levy usage based on the Town's capital needs over the course of the 5-year capital plan in an effort to permit predictable operational budgets.

Items not included within the 5-year Capital Budget shall only be funded via the capital budget in the case of an emergency that could not have been anticipated at the time the most recent 5-year Capital Budget was adopted. Items required to maintain capital assets that have not been accepted for support from the capital budget shall not be funded via the capital budget.

2. Capital Building Maintenance Plan

The Town shall maintain a 20-year Capital Building Maintenance Plan ("20-Year Capital Plan) for building-related investments and repairs. The 20-year Capital Plan will assess whether it is preferable to address the issues identified therein by repair or replacement of the building. The plan will include estimates of the total cost of the proposed capital repairs, an estimate of when those costs will be incurred, and prioritize the proposed capital repairs. The 20-year Capital Plan shall be updated every 5 years by the Director of Facilities with the assistance and approval of the Permanent Planning and Building Committee. The Facilities Master Plan maintained by the Permanent Planning and Building Committee pursuant to Chapter 10-2-1 of the Code of the Town of Medfield shall be incorporated into the 20-year Capital Plan.

Once approved by the Permanent Planning and Building Committee, the 20-year Capital Plan will be submitted to the SB and the School Committee for their approval. This submission will include an analysis by the Permanent Planning and Building Committee of the impact the committee's recommendation will have on the Town's long-term debt profile and the resulting projected debt service costs that will entail. While the Director of Facilities and the Permanent Planning and Building Committee will recommend which items should be included in the 20-Year Capital Plan, the SB and the School Committee have final responsibility for defining which items are designated for inclusion in the 20-year Capital Plan and their priority.

It is the intention of this policy that capital expenditures included in the 20-Year Capital Plan will be paid out of the Municipal Buildings Stabilization Fund designated in Section (B) below according to the terms of the Town's Municipal Buildings Stabilization Fund. No item shall be recommended for funding from the Municipal Buildings Stabilization Fund unless approved for inclusion as part of the 20-year Capital Plan.

B. The Municipal Building Stabilization Fund

The Municipal Building Stabilization Fund is a special purpose stabilization fund. It is authorized to fund capital expenditures related to new construction, capital repairs, and improvements to municipal buildings and their structural and systemic components, as defined in the 2017 Municipal Facilities Evaluation and Capital Plan developed by the Director of Facilities, and thereafter in the 20-year Capital Plan described in Section (A)(2). It is not the intention of this fund that the full amount be spent in any one year, but that funds accumulate for use according to the 20-year Capital Plan and as specifically appropriated as part of the 5-Year Capital Budget.



APPENDIX A – PROCEDURES AND POLICIES FOR CAPITAL EXPENDITURES, (Continued)

At the 2018 Annual Town Meeting, Town Meeting approved the creation of the Municipal Buildings Stabilization Fund, which was subsequently funded by voters with a \$1 million stabilization fund override. Each year thereafter, the SB are responsible for voting to appropriate funds into the Municipal Buildings Stabilization Fund. The stabilization fund override vote grants the SB the authority to increase the appropriation by a maximum of 2.5 percent per year. While it can be expected that the SB will appropriate the full 2.5 percent increase each year, there may be circumstances where the SB will decide to appropriate less than the full authorized amount for the fund. This situation could apply when:

- A lower annual amount is sufficient to fund the then-current 20-year Capital Plan; or
- An alternative source of funding (debt exclusion, federal or state grant, sale of town land) has been identified to fund all or a portion of the 20-year Capital Plan.

In exercising its discretion over the amount of funds to be appropriated to the Municipal Buildings Stabilization Fund each year, the SB will need to keep in mind that, under the provisions of a Stabilization Fund override, any reduction in funding from the limit authorized by the voters in an override vote results in a permanent reduction in the limit of funding that is authorized going forward from the year the lower amount is appropriated by the SB.

Before voting to approve an amount lower than the full amount of the designated levy limit approved by the voters, the SB will provide notice to, or consult with, the School Committee, Permanent Planning & Building Committee, Capital Budget Committee, and WC of its intent to do so and provide those committees the opportunity to be heard before holding a final vote on appropriating a lower amount than that approved by the voters.

An article will be placed on each Annual Town Meeting Warrant to appropriate the funds necessary out of the Municipal Building Stabilization Fund, subject to availability, to fund the projects identified in the 20-year Capital Plan and approved for inclusion in the 5-year Capital Budget for that year. (NOTE: Approval for withdrawal of these funds from the Municipal Buildings Stabilization Fund will require a majority vote by the voters at the Town Meeting at which this withdrawal is being requested.)

C. Capital Stabilization (non-buildings) Fund

At the 2021 Annual Town Meeting, the Town Meeting approved the creation of the Capital Stabilization Fund. The Capital Stabilization Fund is authorized to fund the expenses of the capital projects and the debt service related to capital projects, including equipment, vehicles, repairs to equipment and vehicles, public works improvements, and other non-building capital projects. Items not included within the 5-year Capital Budget shall only be funded from the Capital Stabilization Fund in the case of an emergency that could not have been anticipated at the time the most recent 5-year Capital Budget was adopted.

**APPENDIX A – PROCEDURES AND POLICIES FOR CAPITAL EXPENDITURES, (Continued)**

Each year, the Capital Budget shall be funded by the Capital Stabilization Fund. It is not the intention of this fund that the full amount be spent in any one year, but that funds accumulate for use according to the 5-year Capital Budget. Over time, the Town shall have a goal of increasing the balance in the Capital Stabilization Fund so that it is sufficient to cover the Town's annual cash outlay for capital. (NOTE: Approval for withdrawal of these funds from the Capital Stabilization Fund will require a majority approval by the voters at the Town Meeting at which this withdrawal is being requested.)

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Procedures and Policies for Capital Expenditures:

Eileen Murphy, SB Chair

Gustave Murby, SB Member

Osler Peterson, SB Member

Stephen Callahan, Co-Chair WC

Robert Sliney, Co-Chair WC

Edward Vozzella, WC member

Jillian Rafter, WC member

Brent Nelson, WC member

Peter Michelson, WC member

Emily McCabe, WC member

Peter Saladino, WC member

Ashley Leduc, WC member

FINANCIAL MANAGEMENT POLICY AND OBJECTIVES SCORE CARD (DRAFT)

POLICY	TARGET OR REQUIREMENT	FY 2025 BUDGET
The minimum annual appropriation of the Warrant Committee's Reserve should be x% of the total General Fund Operating Expenditure Budget	0.20%-0.30%	0.23%
The appropriations and transfers into the Warrant Committee's Reserve are limited by 5.0% of the preceeding years tax levy	<5.00%	0.32%
The Town shall strive to maintain free cash at x% of the General Fund Operating Expenditure Budgets, net of debt service	3.00%	2.67%
The Town shall strive to maintain General Stabilization Fund at a minimum balance of x% of the General Fund Operating Expenditure Budget	5%-7%	5.24%
The Town shall strive to maintain General Reserve Accounts (WC Reserve, Free Cash and General Stabilization Fund) at a minimum balance of x% of the General Fund Operating Expenditure Budget	8.00%-10.0%	8.04%
The Balance in the Special Education Reserve Fund cannot exceed 2% of the annual net school spending of the school district	\$927,757	\$200,000
General Fund non-exempt debt service should not exceed x% of annual General Fund Operating Revenues	<0.50%	0.37%
Total General Fund debt service, should be maintained at no greater than x% of the annual General Fund Operating Revenues	<10.00%-12.00%	3.68%
Pro-forma Estimated FY 27 total general fund debt service (assuming additonal \$5.5 million debt service from new school) as a % of the projected FY 2027 annual General Fund Operating Revenues	<10.00%-12.00%	10.12%
The Town shall strive to maintain the Capital Stabilization Fund at a minimum balance equal to average yearly appropriations over the prior 3-5 years.	\$1,057,333	\$862,244
The Town shall identify approx. \$4-\$5 million in future tax relief to be utilized in first three fiscal years after debt issuance for the elementary school project	\$4-\$5 million	\$1,350,000