



Select Board  
Meeting Packet  
December 3, 2024



# Fiscal 2025 Classification Hearing

December 3, 2024





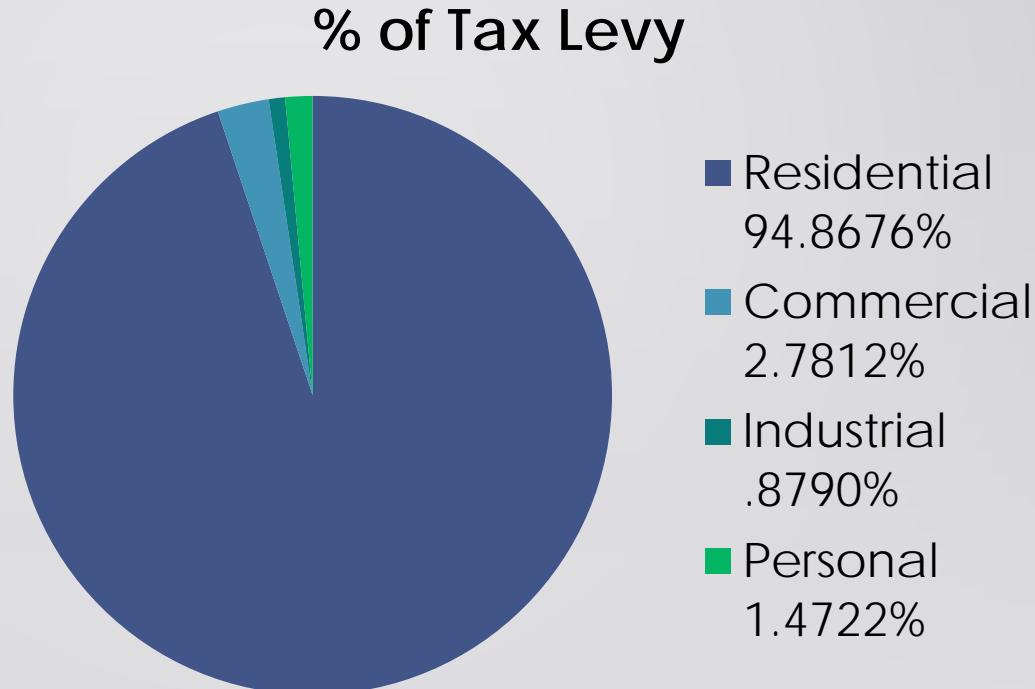
# Purpose

- Every year by statute the Select Board must decide if they want to split the tax rate.
- It is the responsibility of the Board of Assessors to provide the Select Board with relevant information regarding the fiscal effects of splitting the tax rate.

# Tax Rate

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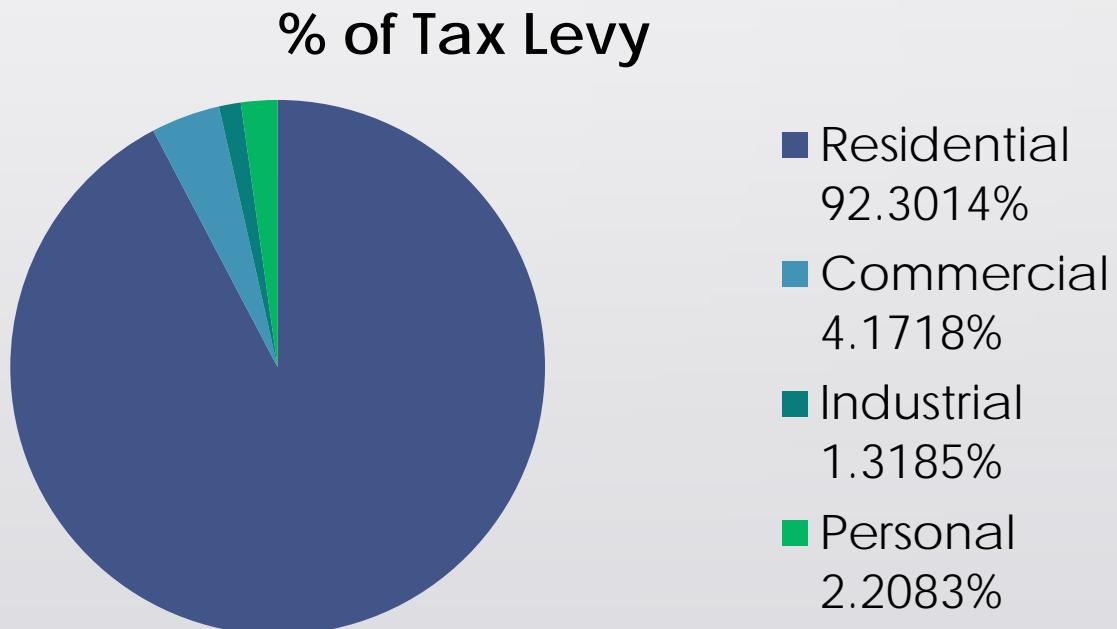
The tax rate is the tax levy divided by the town's total taxable valuation. This is known as the uniform tax rate. Each class of property pays a share of the tax levy equal to its share of the total town value.



# Residential Factor

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A residential factor of less than “1” reduces the share of the tax levy paid by the residential properties and increases the share paid by the CIP properties. For example: if the SB chose the maximum split rate (50%), the residential factor would be .97295, the residential tax rate would be \$13.43 and the CIP tax rate would be \$20.70





## Surrounding Towns' FY24 Tax Rates:

Town	Res. Rate	CIP Rate	Residential %
Dover	10.96	10.96	97.1184
Norfolk	15.57	15.57	93.1071
Millis	16.42	16.42	91.8284
Sherborn	16.95	16.95	94.9942
Walpole	13.22	17.90	84.8465
Westwood	12.81	24.68	77.7501
Medfield	14.64	14.64	94.8267



# History of Tax Rates in Medfield

Historically Medfield has always maintained a uniform tax rate. Shifting the tax rate would significantly increase the taxes for the CIP properties, while the residential properties would only benefit from a small savings.



## Individual Scenario

For a \$984,100 residential & commercial property based on an estimated tax rate of \$13.80:

	Residential	Commercial
	\$984,100	\$984,100
Single rate	\$13,581	\$13,581
10% shift	\$13,502	\$14,938
Difference	(\$79)	+\$1,358
25% shift	\$13,394	\$16,976
Difference	(\$187)	+\$3,395
50% shift	\$13,216	\$20,371
Difference	(\$365)	+\$6,790



## Historical Commercial/ Industrial/ Personal Data:

<u>Year</u>	<u>CIP%</u>	<u>Tax Dollars</u>	<u>Tax Levy</u>	<u>Tax Rate</u>
2020	5.6291	\$2,791,945	\$49,598,590	\$17.83
2021	5.5862	\$2,835,372	\$50,753,430	\$17.76
2022	5.5298	\$2,879,421	\$52,070,601	\$17.42
2023	5.1733	\$2,766,734	\$53,481,479	\$15.43
2024	5.1997	\$2,847,937	\$54,771,252	\$14.64
2025	5.1324	\$2,895,557	\$56,417,347	\$13.80



# Residential Category Single Family Averages

<u>Year</u>	<u>SFA Value</u>	<u>Tax \$</u>
2021	692,400	\$12,297
2022	720,800	\$12,556
2023	839,800	\$12,958
2024	903,200	\$13,223
2025	984,100	\$13,581



# Vote

Adopting a residential factor of “1” will result in the taxation of all property at the same rate.

# TOWN OF MEDFIELD

## HISTORIC DISTRICT COMMISSION

Town House, 459 Main Street, P.O.Box 315  
Medfield, Massachusetts, 02052  
(508) 359-8505

APPLICATION NO.:

DATE RECEIVED:

HEARING DATE:

DATE APPROVED:

### APPLICATION for Making Repairs or Changes to Property within LOCAL HISTORIC DISTRICTS

I. HISTORIC DISTRICT HOSPITAL FARM HISTORICAL DISTRICT

II. PROPERTY ADDRESS 45 HOSPITAL ROAD

III. OWNER TOWN OF MEDFIELD PHONE 508-906-3011

ADDRESS 459 MAIN ST MEDFIELD MA 02052

IV. APPLICANT BELFORGE ARTS CENTER PHONE 617-877-5158  
(if different)

ADDRESS 258 MAIN ST. UNIT 1, MEDFIELD MA 02052

#### V. DESCRIPTION OF PROPOSED WORK:

(This description is the basis for the official notification and Commission review and must include all aspects of the project, such as plans, building elevations indicating materials and sets of photographs of the existing structure. Use additional pages if necessary)

HISTORIC PRESERVATION OF THE FORMER LEE CHAPEL (BUILDING 24) AND THE FORMER INFIRMARY (BUILDING 25), WITH A NEW CONTEMPORARY ADDITION TO CONNECT THE TWO BUILDINGS AND CREATE A NEW MAIN ENTRANCE & SUPPORT SPACES (REGISTRARS & CATERING KITCHEN). THERE WILL BE A SECOND ADDITION TO THE BACK OF THE CHAPEL FOR LOAD-IN, PRODUCTION ROOMS & GREEN ROOMS FOR PERFORMERS.

#### VI. SIGNATURES:

OWNER \_\_\_\_\_ APPLICANT JAN R

A BUILDING PERMIT MUST BE OBTAINED BEFORE STARTING WORK

## FILING DEADLINES

The Commission reviews cases at meetings held on a monthly basis, usually the first Thursday of the month. If a hearing is required, three weeks are needed to allow time to notify abutters. After the Hearing is held, the Commission must make a decision within 60 days.

If a hearing is not required, the Commission will notify you within 30 days.

COMPLETED APPLICATIONS, INCLUDING PLANS AND APPLICATION FEE, MUST BE RECEIVED ON OR BEFORE THE FILING DEADLINE TO BE REVIEWED AT THE MEETING OR PUBLIC HEARING INDICATED BELOW:

FILING DEADLINE: \_\_\_\_\_

HEARING/ MEETING DATE: \_\_\_\_\_

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## FEE SCHEDULE FOR HISTORIC DISTRICT APPLICATIONS

No fee	<b>Certificate of Non-Applicability:</b> includes repair and <u>exact</u> replacement of existing features and/or work that is not visible from a public way, street body of water (visibility determined by the Commission).
No fee	<b>Certificate of Appropriateness or Hardship:</b> includes any changes and/or work that is visible from a public way, street body of water (visibility determined by the Commission).
\$50.00	<b>Retroactive Certificate of Non-Applicability:</b> fee assessed for work done without Certificate.
\$100.00	<b>Retroactive Certificate of Appropriateness or Certificate of Hardship:</b> fee assessed for work done without Certificate.

FEE OWED: NO FEE FEE  
RECEIVED: \_\_\_\_\_

Please make checks payable to the Town of Medfield.



## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT**

**CONTRACT # DPW 2024-19**

**STATE CONTRACT # (if applicable) MAPC/GBPC**

This contract is made this 3<sup>rd</sup> day of December, 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 Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and McGovern Municipal HQ, having a usual place of business at 401 Elm Street, Marlborough MA 01752, referred to as "Contractor."

### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to furnish a new Ford Super Duty F550 Utility Vehicle, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of One-hundred and two thousand dollars (\$102,000.00).

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

1. Contract Documents. The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (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. Goods / Services. The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. Performance of Work. The Contractor shall furnish all equipment, staffing and materials to deliver the vehicle in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. Warranties. The Contractor warrants that the new Ford Super Duty F550 Utility Vehicle, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. Delivery. The Contractor shall deliver onsite, the new Ford Super Duty F550 Utility Vehicle FOB 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. Contract Term: The Contract Term is as follows: December 3, 2024 with delivery no later than December 3, 2025.
7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$102,000.00 only after delivery, installation, testing, and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt.
8. Performance. The contractor shall furnish the new Ford Super Duty F550 Utility Vehicle and deliver it to the Town in accordance with the terms and conditions in the contract.
9. 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 resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the utility vehicle sales industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties,

the Contractor will, without additional compensation, correct those services not meeting such a standard.

11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. 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.
14. 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.
15. 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.

#### 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 and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
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 Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; 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)*

Medfield Select Board

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Town of Medfield, MA

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Mark G. Cerel, Town Attorney

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Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

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

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

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

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

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

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

principal place of business is at \_\_\_\_\_,  
\_\_\_\_\_, does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_, has paid all  
name of contractor

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent  
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

\_\_\_\_\_  
Clerk of Corporation

SEAL

# ATTACHMENT

A



# Quote

Company/Dept:

Medfield Public Works Department

Date: November 12, 2024

Contact:

Kevin Chabot

Quote #: MPWD11122024

Street Address:

55 North Meadows Road

Revision #: 1 REV Dats

City, State, Zip:

Medfield, MA 02052

Customer ID:

Phone:

401-484-3280

Sales Rep: Paul G King

E-Mail:

[kchabot@medfield.net](mailto:kchabot@medfield.net)

Contract: MAPC/GBPC

Job Description:

QTY	Item #	VEHICLE LINE DESCRIPTION	UNIT PRICE	Ext Line Total
		2024 Ford Super Duty F-550 DRW (F5H) XLT 4WD Reg Cab 145" WB 60" CA		\$54,714.00
	MB	EXTERIOR COLOR: VSO PAINT - OMAHA ORANGE	\$660.00	\$640.20
	99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas -inc: 410 Amp Dual Alternators, 250 Amp + 160 Amp(STD)		
	44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road(STD)		
	663A	OPTION PACKAGE: Order Code 663A-inc: 410 Amp Dual Alternators, 250 Amp + 160 Amp		
		Gross Vehicle Weight Rating: 19,000 Lbs		
		Gross Combined Weight Rating: 30,000 Lbs		
	3S	SEAT TYPE: Medium Dark Slate, Cloth 40/20/40 Split Bench Seat-inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar		
	X8L	Limited Slip w/4.88 Axle Ratio	\$395.00	\$383.15
	64D	Wheels: 19.5" x 6" Forged Polished Aluminum-inc: bright hub covers/center ornaments	\$1,095.00	\$1,062.15
	TGM	Tires: 225/70Rx19.5G BSW Traction -inc: 4 traction tires on the rear and 2 A/P tires on the front	\$190.00	\$184.30
	67B	410 Amp Dual Alternators-inc: 250 Amp + 160 Amp	INC	INC
	473	Snow Plow Prep Package-inc: pre-selected springs	\$250.00	\$242.50

	68U	GVWR: 19,000 lbs Payload Upgrade Package-inc: upgraded frame and upgraded rear-axle	\$815.00	\$790.55
	512	Spare Tire & Wheel, Jack	\$350.00	\$339.50
	18B	Platform Running Boards	\$320.00	\$310.40
	59H	Center High-Mounted Stop Lamp (CHMSL)		
	61L	Front Wheel Well Liners	\$180.00	\$174.60
	166	Carpet Delete -inc: Replaced w/black flooring*CREDIT*	-\$50.00	-\$48.50
	872	Rear View Camera & Prep Kit-inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00	\$402.55
	76C	Exterior Backup Alarm	\$175.00	\$169.75
				\$0.00
				\$0.00

**Vehicle Total:** **\$59,365.15**

QTY	Item #	Equipment Description	UNIT PRICE	Ext Line Total
		9 FT. KNAPHEIDE CUSTOM UTILITY BODY WITH EXTENDED HEIGHT SSFV CABINETS MODEL 6108D54H INSTALLED ON A TOWN SUPPLIED CHASSIS UNDERCOATED AND PAINTED <b>BLACK</b> WITH THE FOLLOWING ITEMS		\$41,417.00
		2" RECEIVER ASSEMBLY, BACK-UP ALARM, & MUDFLAPS		
		REAR CURB SIDE BUMPER MTD. VISE RECEIVER & MOUNT W/ VISE		
		PAINTED STEEL REAR STEP BUMPER		
		STAINLESS/POLY DOOR LATCHES AND STAINLESS HINGES		
		6-DRAW TOOL BOX CABINET MTD. CURB SIDE FRONT 1st VERTICAL		
		3-DRAW TOOL BOX CABINET MTD. CURB SIDE HORIZONTAL		
		60" EXTENDED HEIGHT SSFV CABINET W/ SHELVES		
		LED INTERIOR CABINET LIGHTING W/ IN-CAB SWITCH		
		TWO (2) REAR MOUNTED CHROME ACCESS HANDLES		
		CUSTOM STEEL CAB GUARD W/ LADDER EARS		
		REAR MOUNTED E-TRAK W/ SUPPLIED LOAD STRAPS		

		APPLY SPRAY ON BED LINER TO REAR CARGO AREA, CABINET TOPS & BUMPER AREA		
		REAR MOUNTED MASTER LOCK SYSTEM		
		SIX (6) CARGO AREA FLOOR MOUNTED D-RINGS		
		FACTORY LED TAILIGHTS WIRED AS FLASHERS / DEALER SUPPLIED BACKUP CAMERA WIRED & REMOUNTED		
		TWO (2) REAR MOUNTED LED SCENE LIGHTS		
		TWO (2) FRONT GRILL (2) REAR MOUNTED LED FLASHERS & CAB MOUNTED FULL WIDTH LIGHTBAR W/ TAKE DOWNS & ALLEY LIGHTS		
		WEATHERTECH FLOORLINERS		\$150.00
		2 PIECE RAINGUARDS		\$110.00
				\$0.00
<b>Contract Equipment Total:</b>				<b>\$41,677.00</b>
QTY	Item #	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	Ext Line Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Non-Contract Equipment Total:</b>				<b>\$0.00</b>
<b>Vehicle and Equipment Total:</b>				<b>\$101,042.15</b>
<b>Vehicle Quantity:</b>				<b>1</b>
<b>Sub total:</b>				<b>\$101,042.15</b>
Trade Description	Trade VIN	Trade Miles	Trade Value	
<b>Trade Vehicle/s Total:</b>				<b>\$0.00</b>
<b>Quote Grand Total:</b>				<b>\$101,042.15</b>

#### TERMS AND CONDITIONS

*Custom or Special Orders are Non-Refundable*  
*This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services*  
*Quote is Based on Current Information From Client About the Project Requirements*  
*Actual Cost May Change Once Project Elements are Finalized*  
*Trade value is subject to change based on time, mileage and condition of vehicle at turn-in*

#### ORDER ACKNOWLEDGEMENT

**By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.**

x

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**PRINT NAME**

x

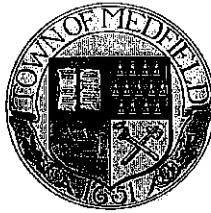
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**TITLE**

x

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**SIGNATURE**



## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT**

**CONTRACT # DPW 2024-18**

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

This contract is made this 3<sup>rd</sup> day of December, 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 Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and New England Generator Corp., having a usual place of business at 18 Columbia Road, Suite 204, Pembroke MA 02359, referred to as "Contractor."

#### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to furnish and install a new Generator for the Town's Indian Hill Sewer Lift Station, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of Twenty-nine thousand eight hundred and twenty-five dollars (\$29,825.00).

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

1. **Contract Documents.** The Contract Documents consist of this Agreement and the proposal ~~for pricing and scope of work only from the contractor to the Town of Medfield, (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. **Goods / Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing and materials to ~~deliver and install the generator~~ in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. **Warranties.** The Contractor warrants that the new Generator for the Town's Indian Hill Sewer Lift Station, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. **Delivery.** The Contractor shall deliver onsite, the new Generator for the Town's Indian Hill Sewer Lift Station FOB Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. **Contract Term:** The Contract Term is as follows: December 3, 2024 with delivery and installation no later than December 3, 2025.
7. **Payment for Work.** The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$29,825.00 only after delivery, installation, testing, and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt.
8. **Performance.** The contractor shall furnish the new Generator for the Town's Indian Hill Sewer Lift Station and deliver it to the Town in accordance with the terms and conditions in the contract.
9. **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 resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the generator sales and installation industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. 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.
14. 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.
15. 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.

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

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 Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; 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)

Medfield Select Board

By: Debbie Matthews

Title: President

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:

Debbie Matthews  
Print Name

President.  
Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

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

Debbie Matthews, authorized signatory for  
name of signatory

New England Generator, whose  
name of contractor

principal place of business is at 18 Columbia Rd,  
Pembroke, MA 02359. does hereby certify under the pains and penalties of perjury that  
New England Generator 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.

Debbie Matthews 11/25/24  
Signature Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent  
(Date)

The undersigned, being the Shareholders of New England General, 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, Debbie Matthews, 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 11 125, 2024.

Debbie Matthews.

Clerk of Corporation

SEAL

# ATTACHMENT

A



# PROPOSAL

QUOTE TO:  
SEAN O'BRIEN  
obrien.sean@wseinc.com  
978-907-0691

JOB SITE ADDRESS:  
55 Main St  
Medfield, Massachusetts 02052

FROM:  
Angela Kane  
angela@negenerator.com  
781-294-8300  
DATE: 9/13/2024 5:00 PM

## PROPOSAL - Quote ID: QUO-01774-F3J0D0

We propose to do the following work for the sum of **\$29,825.00**

**\*Above price does not include sales tax if applicable\***

- Provide and install a 60RCLB-QS4
- Generator will have a weatherproof sound attenuated enclosure
- Generator includes the following features:
  - Weatherproof sound attenuated housing
  - Quiet, dependable time-tested engine
  - Self-diagnostic controller with safety shutdowns
  - Battery and trickle charger
  - Carburetor heater or engine block heater for cold weather operation
  - Kohler 5 Year Warranty on generator
- Generator will exercise weekly for 20 minutes
- Generator will be located same as existing
- Transfer switch will be located
- Generator will run
- Above price includes all necessary permits required for installation
- All work shall be done in a neat workmanlike manner in accordance with all applicable codes and regulation
- Above price has fuel connection Included

Payments shall be made as follows: \$5,000.00 upon acceptance of this proposal, \$10,000.00 due at delivery and balance due upon completion of installation. Price is subject to change without notice 30 days after proposal date. Above price does not include tax.

Additional charges may apply if range and dryer wiring upgrades are necessary.



<https://www.negenerator.com/>



New England Generator Corp.



New England Generator Corporation



@EnglandCorp



negenerator



# PROPOSAL

QUOTE TO:  
SEAN O'BRIEN  
obrien.sean@wseinc.com  
978-907-0691

JOB SITE ADDRESS:  
55 Main St  
Medfield, Massachusetts 02052

FROM:  
Angela Kane  
angela@negenerator.com  
781-294-8300  
DATE: 9/13/2024 5:00 PM

## MATERIALS

Description	Quantity
60RCLB-QS4 Battery Part #: GM89020-KP1 Carburetor Part #: GM78529-KP1-QS	1

## INSTALLATION SERVICES

Description
Delivery of generator to proposed location on site
Delivery and Placement:
Electrical Installation: Included
Fuel Connection: Included
Dealer Startup
Warranty Registration

## COST SUMMARY

Description
Total Materials Tax: \$0.00
Total Materials: \$22,500.00
Total Installation: \$7,325.00
Total Materials and Installation: \$30,719.75
Discount if paid by cash or check: \$894.75
Balance after cash or check discount: \$29,825.00

**\*Above price does not include sales tax if applicable\***



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negenerator



# PROPOSAL

QUOTE TO:  
SEAN O'BRIEN  
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978-907-0691

JOB SITE ADDRESS:  
55 Main St  
Medfield, Massachusetts 02052

FROM:  
Angela Kane  
angela@negenerator.com  
781-294-8300  
DATE: 9/13/2024 5:00 PM

## ACCESSORIES (Included in Proposed Prices)

### Description

## ADD-ON OPTIONS (Not Included in Proposed Prices)

Description	Price	Initials

## CUSTOMER RESPONSIBILITIES

### Description

## SALES REPRESENTATIVE:

Angela Kane  
angela@negenerator.com  
781-294-8300

## PLEASE SEND DEPOSIT TO:

New England Generator Corp.  
18 Columbia Rd. Suite 204  
Pembroke, MA 02359

Signature:

Signature represents acceptance of all four pages.

Date:



# PROPOSAL

QUOTE TO:  
SEAN O'BRIEN  
obrien.sean@wseinc.com  
978-907-0691

JOB SITE ADDRESS:  
55 Main St  
Medfield, Massachusetts 02052

FROM:  
Angela Kane  
angela@negenerator.com  
781-294-8300  
DATE: 9/13/2024 5:00 PM

## WHAT YOU SHOULD KNOW

Upon acceptance of the signed proposal along with your deposit check you should know the following:

### Property Owner Responsibilities

Please keep in mind that New England Generator is a full-service generator company; however, you as the customer need to remember that there are some responsibilities on your behalf as well. During a storm it is important to keep the generator free and clear of snow and any debris that would prohibit normal operation. If there is an issue with the generator, please obtain the error code before resetting so that we can better assist you with the issue at hand. If supplied by propane, please ensure adequate, on hand fuel in the event of a power outage. It is also important that you check the oil once a day during a power outage per the instructions that have been provided to you.

### Delivery

The delivery team will deliver your generator before the final installation is completed. Don't worry about the location, as they will have a clear depiction as well as pictures from the site inspection as to the location of the generator as discussed. A payment in most cases is required at the time of delivery. You do not have to be home during this time, so you can either leave the check at the property or deliver payment to our offices prior to the scheduled delivery date. **New England Generator is not responsible for any damage caused during delivery.**

### Payment

The payment schedule is located on the 1st page of your proposal. Please understand that completion of the job by definition is that New England Generator has completed the installation process, completed the startup and you have heard the generator run. Final Inspections by the local inspectors for both plumbing and electrical may not be completed until several days after. This should not hold up any portion of the payment. New England Generator ensures proper installation and stands by their product.

### Day of Installation

It is the responsibility of the property owner to have all work areas clear of storage items, debris, shelves, and boxes so that installers can complete the installation. Areas include: in front of and around the electrical panel, space around where water service enters the house, a clear path to run wiring between the generator and transfer switch, a clear path to run a gas line between fuel source and the generator, and space around the generator location shall also be clear. Your home will be without power for extended periods of time during the course of the electrical installation. Please note, our sales representatives are not electricians; therefore the proposed location of the automatic transfer switch may change due to complications in writing or to satisfy electric code. If you are having a selective circuit system installed, additional paperwork will need to be signed at the time of start-up and completion. **If your installation requires cutting access holes in plastered ceilings or walls to perform installation, New England Generator is not responsible for any repairs. If area is not cleared for installation, customer may be subject to an additional charge.**

### Trenching & Irrigation

If trenching is involved it will be detailed out in your proposal. Regardless of how short or long the distance is, please remember that it is all weather permitting. Some trenches may not be completed due to extended cold freezes during the winter. If we are able to complete the trench as planned, know that we will do our best to have minimal disruption to your property when digging. If ledge or excessive rock is discovered during trenching, causing New England Generator additional time on job, additional charges will apply. Please note that when there is trenching involved, you will have our landscapers on your property on several days during the week of installation. This is because a trench cannot be backfilled until after the inspection. New England Generator is not responsible and will not provide any additional means to loam, seed or replace sod if needed. **If any damage occurs to an unforeseen underground obstacle, New England Generator will not be held responsible for any repair work.**



<https://www.negenerator.com/>



New England Generator Corp.



New England Generator Corporation



@EnglandCorp



negenerator



# PROPOSAL

QUOTE TO:  
SEAN O'BRIEN  
obrien.sean@wseinc.com  
978-907-0691

JOB SITE ADDRESS:  
55 Main St  
Medfield, Massachusetts 02052

FROM:  
Angela Kane  
angela@negenerator.com  
781-294-8300  
DATE: 9/13/2024 5:00 PM

## Work Schedule

All work including but not limited to delivery, electrical installation, plumbing installation, trenching, and inspections will be completed during normal work hours of Monday through Friday 8:00 am – 5:00 pm. Work schedules may change due to a week that a Holiday is observed. The customer must be available at the beginning and end of the day. This is so that the installation team can review all scheduled work, as well as review the operation and workings of your new equipment. At the completion of the installation, all paperwork and applicable keys will be left at the Electrical Panel or Transfer Switch location.

## Additional Work Required

If under any circumstance additional work is required by any of the town inspectors, the local fire department or any jurisdiction having authority over the said project that is not covered in the original proposal, will be at the sole responsibility of the customer. On rare occasions there may be unforeseen conditions that may exist and require immediate repair. These conditions may include corrosion, broken, or severely rusted components in the meter socket or electrical panel. We have also seen on rare occasions that once a main breaker is turned off it will not turn back on. While we will make every effort to keep increased costs at a minimum, making these necessary repairs are for your own safety. Additional costs required for these corrections will be discussed before any repairs or improvements are done. It is the full responsibility of the property owner to pay for these additional costs.

## Natural Gas

If your proposal includes gas connection, we will attempt to complete the installation for both the electrical and natural gas connections on the same day, however due to the nature of the work there can be instances where our plumbers will be on site prior to our electrical installation team. We will coordinate all schedules with our electricians and plumbers for the installation. In some cases, your gas company will require you to upgrade your gas meter; it is **your responsibility** to contact the gas company and the upgrade will be at the gas company's discretion; any additional cost that may be required by the gas company is not included in your proposal. If you are using your own plumber, it is **your responsibility** to contact your own plumber to notify them you have purchased a generator. Your plumber should plan on connecting gas to the generator after we have delivered the generator. This should be complete on or before the electrical portion of the installation is complete. If your plumber has any questions, please have them contact us to prevent any incorrect installations. Please note that a gas installation requires access to check all gas appliances on the property when the job is complete before leaving. New England Generator always attempts to coordinate inspections with the local inspectional services, however there are times when the inspection will need to be performed after your installation. In these instances, your generator will not be able to be used until after all inspections are performed. **Customer is responsible for entire balance less \$400.00 for start up even if their natural gas connection is not complete.**

## Propane

If Propane is your source of fuel, then you need to know a couple of things. First, you will have to wait for the delivery of the generator to your home. Once the generator is on site, if we have included the propane connection in our proposal, we will coordinate all scheduling with the propane company. If you are contracting the propane company, it is your responsibility to contact the propane provider and provide all necessary means to fuel and connect the generator to the propane source. You should contact your propane company as soon as your generator is delivered to schedule your propane connection. Once all the connections have been made, it is your responsibility to call us and confirm that this has been completed. We will then schedule the electrical install team to come out and complete the installation. To ensure a timely installation it is important that you are clear on your role in all of the propane needs; without a timely propane connection we cannot revisit for final installation. Please ensure adequate propane is available and on hand in the event of a power outage. If your propane company has any questions, please have them call us to prevent any incorrect installation process. If your propane connection is not completed upon installation, we will come back to perform a dealer start up. **Customer is responsible for entire balance less \$400.00 for start up even if their propane connection is not complete.**





# PROPOSAL

**QUOTE TO:****SEAN O'BRIEN****obrien.sean@wseinc.com****978-907-0691****JOB SITE ADDRESS:****55 Main St****Medfield, Massachusetts 02052****FROM:****Angela Kane****angela@negenerator.com****781-294-8300****DATE: 9/13/2024 5:00 PM****Cancellation**

For the safety of our employees, New England Generator reserves the right to postpone any job at any time due to adverse weather conditions, or when and if unsafe work conditions are presented at any time throughout the installation process. We appreciate your understanding in this matter. **All deposits are non-refundable.**

\*\*\*\*\*

**Before the technician leaves ask yourself these simple questions:**

1. Do I know how to obtain the error code from the generator before calling New England Generator?
2. Has the technician explained to me when and how long the generator will run during its weekly test?
3. Have they supplied me with quick tips on how to check the oil?
4. Did they explain to me about snow removal and clearing debris to ensure proper ventilation?
5. Do I have a selective circuit system, and am I aware of what circuits the generator will power?

<https://www.negenerator.com/>

New England Generator Corp.



New England Generator Corporation



@EnglandCorp



negenerator



# PROPOSAL

**QUOTE TO:****SEAN O'BRIEN****obrien.sean@wseinc.com****978-907-0691****JOB SITE ADDRESS:****55 Main St****Medfield, Massachusetts 02052****FROM:****Angela Kane****angela@negenerator.com****781-294-8300****DATE: 9/13/2024 5:00 PM****Images**<https://www.negenerator.com/>

New England Generator Corp.



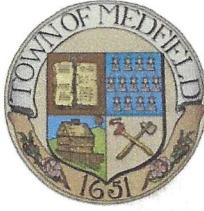
New England Generator Corporation



@EnglandCorp



negenerator



## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT**

**CONTRACT # DPW 2024-21**

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

This contract is made this 3<sup>rd</sup> day of December, 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 Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and Maguire Equipment, Inc., having a usual place of business at 18 Walcott Street, Hyde Park, MA 02136, referred to as "Contractor."

#### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to furnish and install a new 4-yard Stationary Compactor, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of thirty-four thousand nine hundred and thirty-three dollars (\$34,933.00).

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

1. **Contract Documents.** The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (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. **Goods / Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing and materials to deliver and install the 4-yard Stationary Compactor in strict conformity with the specifications and requirements contained in the contract and 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.

The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. **Warranties.** The Contractor warrants that the new 4-yard Stationary Compactor, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. **Delivery.** The Contractor shall deliver onsite, the new 4-yard Stationary Compactor FOB Medfield Transfer Station, 123 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. **Contract Term:** The Contract Term is as follows: December 3, 2024 with delivery and installation no later than December 3, 2025.
7. **Payment for Work.** The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$34,933.00 only after delivery, installation, testing, and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt.
8. **Performance.** The contractor shall furnish the new 4-yard Stationary Compactor and deliver it to the Town in accordance with the terms and conditions in the contract.
9. **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 resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. **Contractor's Standard of Care.** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the compactor sales and installation industry currently practicing

under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. 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.
14. 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.
15. 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.
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 and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

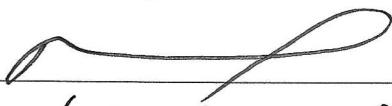
18. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one 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 Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; 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) Marguerite B. Grunwald

By: 

Title: Vice-President

Medfield Select Board

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

Town of Medfield, MA

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Mark G. Cerel, Town Attorney

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Kristine Trierweiler, Town Administrator

### CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Thomas Maguire

Print Name

Vice-President

Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

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

Thomas Maguire, authorized signatory for  
name of signatory

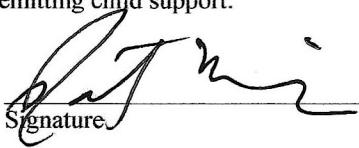
Maguire Equipment Inc, whose  
name of contractor

principal place of business is at 18 Webster St Hyde Park MA 02136

does hereby certify under the pains and penalties of perjury that

Maguire Equipment Inc 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

11/25/24  
Date

## EXAMPLE CLERK'S CERTIFICATE

### Action of Shareholders

#### Written Consent

(Date)

The undersigned, being the Shareholders of Maplewood 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.

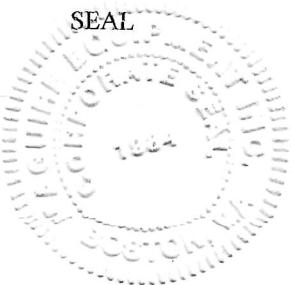
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing 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, Susan Mowles 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 November 25 2027

Susan Mowles  
Clerk of Corporation

SEAL





# ATTACHMENT

A

September 18, 2024

Town of Medfield  
55 North Meadow Road  
Medfield, MA 02052  
Attn: Maurice Goulet

RE: RJ 450 Compactor – Transfer Station

Dear Mr. Goulet:

Thank you for allowing Maguire Equipment Inc. to quote you on the following Solid Waste Handling Equipment.

1	Marathon RJ 450, 4 Yard Stationary Compactor with 15 HP, 3 phase motor, ram guide system and remote power unit.	\$22,878.00
1	Double door sidefeed doghouse with sliding access doors in tracks.	6,532.00
1	Oil heater.	1,616.00
1	Set of shelves on each side of doghouse doors for loading.	750.00
1	Guide island.	650.00
1	Installation including anchoring compactor & guide island, mounting remote controls & pressure gauge and wiring to a disconnect supplied by the Town of Medfield.	1,500.00
	Freight to Medfield, MA.	1,007.00
		\$34,933.00

Delivery is 10-12 weeks from receipt of order.

Should you need any additional information please do not hesitate to contact my office.

Yours truly,

Thomas Maguire  
Maguire Equipment Inc.

TM/sm



## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT**

**CONTRACT # DPW 2024-20**

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

This contract is made this 3<sup>rd</sup> day of December, 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 Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and Core and Main LP., having a usual place of business at 655 Pleasant Street, Norwood, MA 02062, referred to as "Contractor."

#### **WITNESSED:**

Whereas, the Contractor submitted a Proposal to furnish new SmartPoint MXU transmitters, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of One-hundred five thousand dollars (\$105,000.00).

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

1. Contract Documents. The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (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. Goods / Services. The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. Performance of Work. The Contractor shall furnish all equipment, staffing and materials to deliver the SmartPoint MXU transmitters in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. Warranties. The Contractor warrants that the new SmartPoint MXU transmitters, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. Delivery. The Contractor shall deliver onsite, the new SmartPoint MXU transmitters FOB 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. Contract Term: The Contract Term is as follows: December 3, 2024 with delivery no later than December 3, 2025.
7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$105,000.00 only after delivery and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt.
8. Performance. The contractor shall furnish the new SmartPoint MXU transmitters and deliver it to the Town in accordance with the terms and conditions in the contract.
9. 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 resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the water utility transmitter sales industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the

parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. 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.
14. 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.
15. 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.
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 and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
- 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 Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; 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*)

By: 

Title: Sr. Sales Manager

Medfield Select Board

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

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

Town of Medfield, MA

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Mark G. Cerel, Town Attorney

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Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

Joshua Ordway

Print Name

Sr. Sales Manager

Title/Authority

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

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

Josh Ordway, authorized signatory for  
name of signatory

Core and Main, LP, whose  
name of contractor

principal place of business is at 655 Pleasant St, Norwood, MA 02062,  
Core and Main, LP does hereby certify under the pains and penalties of perjury that  
name of contractor has paid all

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 11/25/2024  
Date

## EXAMPLE CLERK'S CERTIFICATE

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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



## Bid Proposal for MEDFIELD MA. SMARTPOINTS

CUSTOMER

**MEDFIELD WATER DEPT.**

459 MAIN ST  
MEDFIELD, MA 02052  
Contact: Sarah Downs  
(T) 508-906-3004  
sdowns@vmedfield.net

CONTACT

**Sales Representative**

Paul Gunning  
(M) 781-686-7103  
(T) 781-407-9133  
(F) 781-407-9134  
Paul.Gunning@coreandmain.com

NOTES

**Job**

MEDFIELD MA. SMARTPOINTS  
Medfield, MA  
Bid Date: 10/29/2024  
Bid #: 3838206

**Core & Main**

655 Pleasant Street  
Norwood, MA 02062  
(T) 7814079133



## Bid Proposal for MEDFIELD MA. SMARTPOINTS

**MEDFIELD WATER DEPT.**

**Job Location:** Medfield, MA

**Bid Date:** 10/29/2024

**Core & Main Bid #:** 3838206

**Core & Main**

655 Pleasant Street

Norwood, MA 02062

**Phone:** 7814079133

**Fax:** 7814079134

Seq#	Qty	Description	Units	Price	Ext Price
10	800	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	168.30	134,640.00
				<b>Sub Total</b>	<b>134,640.00</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>134,640.00</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: WATER AND SEWER RATE EVALUATION AND M36 WATER AUDIT

CONTRACT # DPW 2024-22

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

This Contract is made this 3<sup>rd</sup> day of December 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 Capital Strategic Solutions, of 43 Broad Street, Suite B309A, Hudson, MA 01749 (hereinafter referred to as the "Consultant").

#### WITNESSED:

Whereas, the Town requested a proposal for Water and Sewer Rate Evaluation and M36 Water Audit, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Water and Sewer Rate Evaluation and M36 Water Audit for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

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

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

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, December 3, 2024 to December 31, 2025. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$38,390.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall 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 Consultant or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Water and Sewer Rate Evaluation and M36 Water Audit Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Water and Sewer Rate Evaluations and M36 Water Audits.
9. Consultant's Personnel: Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

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

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

11. Independent Consultant: The Consultant is an independent Consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

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

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

14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Capital Strategic Solutions, of 43 Broad Street, Suite B309A, Hudson, MA 01749 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

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

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

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

(Consultant)

By: Jennifer Thompson  
Title: CDO/Partner

Medfield Select Board

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

Town of Medfield, MA

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Mark G. Cerel, Town Attorney

---

Kristine Trierweiler, Town Administrator

## CERTIFICATION OF GOOD FAITH

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

The Consultant by:

Jennifer Thompson  
Print Name

CDO/Partner CSS  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

Jennifer Thompson, authorized signatory for  
name of signatory

Capital Strategic Solutions (css), whose  
name of Consultant

principal place of business is at 43 Broad St Hudson, MA,

Capital Strategic Solutions (css) does hereby certify under the pains and penalties of perjury that  
name of Consultant has paid all

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

Jennifer Thompson 11/21/24  
Signature Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Capital Strategic Solution S, 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.

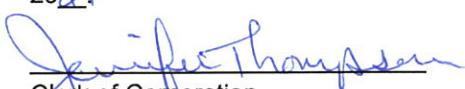
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as 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, Jennifer Thompson 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 November 21, 2024

  
Clerk of Corporation  
SEAL

# ATTACHMENT

A

# **Town of Medfield**

## **Proposal for Water and Sewer Rate Evaluation and M36 Water Audit**

November 8, 2024



**CAPITAL  
STRATEGIC  
SOLUTIONS**

A Woman-owned Business Enterprise

508-690-0046

[INFO@CAPITAL-STRATEGIC-SOLUTIONS.COM](mailto:INFO@CAPITAL-STRATEGIC-SOLUTIONS.COM)

[WWW.CAPITAL-STRATEGIC-SOLUTIONS.COM](http://WWW.CAPITAL-STRATEGIC-SOLUTIONS.COM)

43 BROAD STREET, SUITE B309A, HUDSON, MASSACHUSETTS 01749



November 8, 2024

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

**Re: Proposal & Quote for Water, Sewer Rate Evaluation and M36 Water Audit**

Dear Mr. Goulet:

Capital Strategic Solutions is pleased to present our proposal and quote to provide Consulting Services to the Town of Medfield for a Water, Sewer Rate Evaluation and M36 Water Audit. This letter and enclosed proposal describe our company, qualifications, approach, and the commitment that Medfield can expect from Capital Strategic Solutions, LLC (CSS) throughout this engagement. Based on our knowledge and extensive experience with water/sewer rate studies, municipal finance and public infrastructure management, we understand your goal to procure the services of an experienced firm that will properly, and cost effectively deliver the services needed in Medfield.

I, Jennifer Thompson, am authorized to make commitments, including financial ones, on behalf of Capital Strategic Solutions, LLC for all aspects of this project. We appreciate the opportunity to offer our services. If you have any questions, please contact me at 508-958-7823 or email me at [jennifer@capital-strategic-solutions.com](mailto:jennifer@capital-strategic-solutions.com).

Respectfully Submitted,

*Jennifer Thompson*

Jennifer Thompson  
Chief Development Officer  
Capital Strategic Solutions



## Company Profile

Capital Strategic Solutions (CSS) is a Massachusetts certified Women-Owned Business (WBE) that specializes in municipal finance, community/public/business relations, community engagement, project management, grant writing and management, tactical social media outreach, utility rate studies, and management consulting. At CSS, we offer professional consulting services through an authentic exchange with our clients and by building meaningful relationships. CSS provides support services to assist our clients in developing the tools that they need for success. Founded in 2014 and based out of Hudson, Massachusetts, CSS is made up primarily of employees that have spent decades working in local and state government.

As stated in our cover letter, Capital Strategic Solutions meets all capabilities and qualifications needed for this project and is fully versed and experienced in water/sewer rate studies, municipal finance and public infrastructure management. CSS possesses the technical expertise, bandwidth, and ability to conduct all the activities highlighted in this proposal. Staff assigned to this project reside locally in New England and CSS will be fully available to deploy multiple employees in person and/or virtually for this project. As former senior executive municipal employees with decades of experience managing and administering this type of work in the past, the project staff is qualified and prepared to deliver comprehensive consulting services to the Town of Medfield.

## Project Approach

Setting water utility rates involves balancing clear goals with complex challenges. The primary aim is sustainable revenue to cover service costs and reserves. In a self-sustaining enterprise fund, lowering rates for one group requires others to pay more, necessitating careful consideration of customer impact, cost allocation, and equity. Capital Strategic Solutions uses a customizable rate-setting model that integrates operational, financial, and customer impact data, providing a comprehensive foundation for analysis. Our clients receive this functional model for long-term adaptability.

Our approach evaluates rate structures by analyzing customer costs and impacts over five- and ten-year horizons, helping clients make transparent, data-driven decisions. This model supports strategic planning and clear stakeholder communication, offering Medfield a balanced solution for water system funding. Our approach to rate making is to first establish the revenue needs of the utility, considering the full cost of service which includes operating cost, existing debt service and most importantly, a capital improvement plan that fully represents the system's needs for the next ten years. Basing future rates upon the full cost of service is the most accurate method and reduces the likelihood of sudden rate increases in the future due to unanticipated infrastructure costs.

Once the revenue needs are established, we review the rate structure. Our model is designed with the ability to evaluate three different rate structures simultaneously. The first alternative is to apply uniform, whole percentage increases, to the existing rate structure. The second and third alternatives are developed based upon the nature of the existing rate structure.



## Scope of Work

**Kickoff Meeting** - At this meeting we will review our scope and approach as well as alternative rate structures to be considered.

### Task 1 Water and Sewer Rate Evaluation

**Develop Electronic Rate Models** - CSS will develop a customized spreadsheet-based rate model which incorporates the following information:

- *Water and Sewer Usage* - Billed usage is the primary source of revenue; thus, projecting future usage is one of the most important aspects of this evaluation. Using the last five years of historical data, we will identify trends and project usage for the next ten years. We assume that detailed (account level by reading) data will be available in spreadsheet or compatible format.
- *Revenue and Expenses*
  - *Expenses* - Expenses consist of operating and capital costs.
    - Operating expenses will be based upon a review of the last five years of the budget (actual reports and projected increases). We will review each line item for trends, develop a suggested value and escalation factor, and compare this to the most recent budget data.
    - Capital expenses consist of existing and future capital expenditures. Existing debt is projected from the Town's master debt schedule. Historic capital is reflected in historical data. We will use our Capital Improvement Module to document planned expenditures for debt and capital based upon the Towns' existing capital improvement plan. This module is designed to facilitate capital planning. Inputs include funding source (debt or reserve funded), implementation year, and cost year. Costs can be spread over a user-defined period. Capital costs can be sorted by type (engineering, construction, vehicles, etc.) and by category (distribution or collection system, treatment, etc.) to allow the Town to fully understand the source of future costs.



- Revenue - Revenue consists of rate revenue (from customer bill payments) and non-rate revenue (all other sources). Non-rate revenue will be projected based upon review and discussion of historical data. Rate revenue will be calculated based upon the usage projections under existing and proposed rate structures. The calculated revenue under the current rate structure will be compared to the last two years of commitments to determine the model accuracy and calibration if necessary. Calculated revenue will be adjusted to projected receipts using factors for collection ratios and projected lien revenue for future years.
- *Rate Structure Analysis* – CSS will evaluate the existing rate structures relative to:
  - Revenue Sufficiency: The ability of the existing rates to support future expenses
  - Equity: Evaluation of cost distribution amongst user classes
  - Conservation: Tiered rate structures can be used to discourage excessive water use; we will discuss the intricacies of this method with the Town.
- *Rate Development*- CSS will develop an alternative rate structure for water and sewer. The proposed structures will reflect industry standards, best practices and CSS's experience.
- *Fee review and development*- We will review the existing connection fees for water and sewer and recommend modifications based upon industry standards and best practices.
- *Meetings* - In addition to the kickoff meeting, we will facilitate the following meetings:
  - Model review and working session – This meeting will focus on reviewing the overall findings and structure of the financial model and review of rate impacts for each of the scenarios.
  - Stakeholder Meeting - We have included participating in one working session with the Town decision makers to facilitate discussions and address concerns.
  - Public Meeting - Present rate study findings to the public at a board of water & sewer meeting.
- *Deliverables* - Technical memo documenting process, and presentation for Public Meeting.



## Task 2 - Water System Audit

CSS will prepare the “top down” analysis of a water audit as described in chapter 3 of the AWWA Manual M36 Water Audits and Loss Control Programs, 4th Edition. This includes populating the reporting worksheet of the AWWA WLCC Water Audit Software. No field testing, distribution system spatial analysis or other components of the ‘bottom up’ analysis are included in this scope.

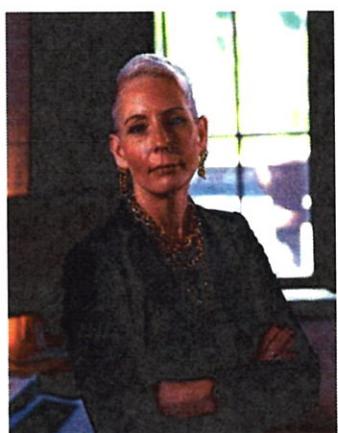
## **Assumptions**

Our fee is based upon the assumption that all data will be provided by the Town in a tabular, electronic format readily usable by Microsoft Excel and is reasonably consistent and accurate, this includes being able to associate the meter size from the meter replacement inventory and usage to a specific user account with owner’s name and customer type. We reserve the right to modify our approach and/or scope if data does not meet this standard.

## **Proposed Schedule**

CSS is prepared to begin work on this project immediately. We anticipate scheduling the data validation meeting 6 weeks after receipt of data, and complete the analysis by February 28, 2025, the remainder of the schedule will be discussed at the kickoff meeting.

## **Project Management Team**

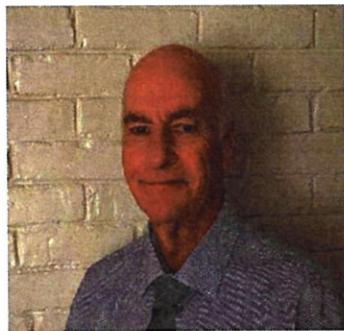


### **Nichol Figueiredo, Chief Executive Officer | Project Principal**

Nichol brings a wealth of expertise in public engagement and a dynamic approach to supporting municipalities through complex projects. Known for her commitment to community impact, Nichol has spearheaded efforts to deliver strategic solutions that empower communities, drive sustainable growth, and amplify marginalized voices. Under her leadership, Capital Strategic Solutions has expanded its footprint, gaining recognition for its creative and effective approach to problem-solving. Nichol's commitment to excellence and her innovative approach have earned her a reputation as a leader dedicated to fostering positive change through collaboration, impactful solutions, and an unwavering focus on community needs.



**Jennifer Thompson, Chief Development Officer | Project Principal**  
With over 24 years of public sector experience, Jennifer has firsthand knowledge of the challenges municipal employees face, particularly in communicating with residents and businesses. She has served as a Town Manager, CFO, and Assistant Emergency Director in various municipalities and state government. Jennifer's expertise in finance, procurement, administration, emergency management, and human resources allows her to assist clients holistically. She also has a strong background in economic development and public relations across diverse populations. Jennifer holds a Master's in Public Administration, a Bachelor's in Communications, and several professional certifications.



**John DeLuca, Senior Project Manager | Technical Advisor**  
With over 40 years of experience in water, wastewater, fleet management, and construction industries, John offers unmatched expertise. He holds an array of certifications and licenses, including MCPPO Full Procurement Certification, FEMA IS-100 and IS-700 Certification, Wastewater Collections Systems License, Water Distribution Systems License, Hoisting License, and a CDL-B with Tanker Endorsement. John is skilled at establishing and maintaining effective work relationships with various stakeholders, including municipal officials, peers, subordinates, state and local organizations, and the general public. He has successfully developed and managed multi-million dollar budgets, overseeing operational and capital spending. John is experienced in revenue forecasting, contract development, union contract negotiations, as well as fleet management. His extensive experience in design, construction, installation, maintenance, and project management will be invaluable to our clients. John's proven track record in operational and administrative leadership, coupled with his hands-on experience in the field, positions him uniquely to contribute to our team and the projects we undertake.

**Michael Schrader, P.E. , Senior Project Manager | Project Manager**

Michael brings in-depth expertise in water, wastewater, stormwater, and roadway engineering. With experience as a Client Service Manager at Tighe & Bond, Michael specializes in water rate studies and asset management, consistently building strong client relationships and leading teams in project delivery, business development, and staff mentorship. His technical skills and leadership provide valuable support to key projects at Capital Strategic Solutions, ensuring effective, sustainable infrastructure solutions for clients and communities.

## References

Mayor Jared Nicholson  
City of Lynn

Tel. (781) 586-6850  
Email: Jared.Nicholson@lynnma.gov

Benn Sherman, PE | Director  
Town of Uxbridge | Department of Public Works

Tel. (508) 278-8616  
Email: BSherman@uxbridge.ma.gov

Jeff Gamelli | Superintendent  
City of Westfield Sewer Department

Tel. (413) 572-6226  
Email: jgamelli@cityofwestfield.org

Diane Stokes | Senior Project Manager  
City of Cambridge | Department of Public Works

Tel: (781) 696-7000  
Email: dstokes@cambridgema.gov

David J. Field, P.E. | Director of Public Works  
Town of Easton

Tel. (508) 230-0812  
Email: Dfield@easton.ma.us

Joshua Hall, P.E. | Director of Public Works  
Town of Westminster

Tel. (978) 874-5572  
Email: Jhall@westminster-ma.gov

Robert Mackie | Vice President  
BETA Group

Tel. (781) 255-1982  
Email: bmackie@beta-inc.com



## Pricing

The Town of Medfield will only be billed for actual hours worked. Services provided are ***not to exceed Thirty-Eight Thousand Three Hundred Ninety Dollars (\$38,390.00)*** without prior approval and the Town will be invoiced monthly for work completed. The project will commence upon the signed acceptance of the proposed services as described above.

Authorized by: *Jennifer Thompson*

Jennifer Thompson  
Chief Development Officer  
Capital Strategic Solutions, LLC.  
November 8, 2024

Authorized by \_\_\_\_\_

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

**PROPOSAL to the TOWN OF MEDFIELD**  
**10<sup>th</sup> Annual Hunter's Run 5K and 1-Mile Fun Run**  
**April 6, 2025**

I am seeking approval to hold the 10<sup>th</sup> Annual Hunter's Run on April 6, 2025. This will be our 10<sup>th</sup> year raising funds for the best Children's Hospital in the World. We hope to inspire our community to get outside and moving! I have approval from Chief Guerette of the Medfield Police and it is on their calendar. We are passionate about our community having knowledge of Organ Donation. With the funds raised, we have been able to give back to local charities as well as continually support our cause at Boston Children's Hospital Pediatric Transplant Center and Donate Life.

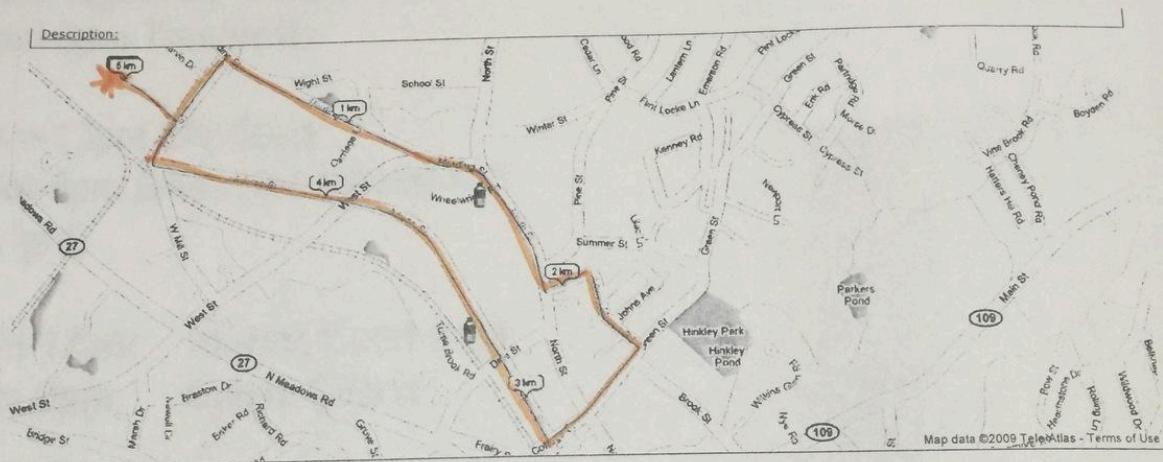
Last year we raised \$20,000 for Boston Children's Pediatric Center. We know Hunter would want us to continue to spread his story of HOPE and inspire others to not only Donate Life but also to Celebrate Life every single day.

I do have help in organizing the event through my work, friends, and the countless number of kind people I know around town who have offered to help. I also have approval from Chief Guerette of the Medfield Police. I am a Health Coach, so getting our community moving more is also a desire of mine. Plus, I feel the time of the year is great, hopefully the snow will be melted and it will be a fun way to get people outdoors.

**PROPOSED ROUTE INFORMATION**

All route information is the same as the prior years. I am an employee at Kingsbury Club. We have a 5K route that begins and ends at the end of Ice House Road. I propose to use this route as well as the facility for restrooms, and parking. I have permission to use the Kingsbury Club for the event. The course is as follows, a 5K:

## Kingsbury Classic 5K Route



- Left out of driveway onto West Mill Street
- Right onto Harding Street (turns into North Street)
- Left onto Lowell Mason Road to end
- Right onto Green Street
- Cross North Street onto Cottage Street
- Right onto Adams Street, through stop sign
- Right onto West Mill Street
- Finish at Kingsbury Club on left

The 1 Mile Fun Run begins at Kingsbury and runs down to 98 Adams and then back to Kingsbury Club.

Thank you for considering my event. Please contact me via phone or via email, my information is as follows:

Kristen Williams  
29 Evergreen Way  
Health Coach, Kingsbury Club  
MS Health & Wellness Promotion  
508.314.8795  
[swierky43@comcast.net](mailto:swierky43@comcast.net)



November 18, 2024

Select Board  
Town of Medfield  
459 Main St.  
Medfield, MA 02052

**Re: Important Information—Price Changes**

Dear Members of the Board:

At Comcast, we are committed to delivering the products and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our Xfinity network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. While we absorb some of these costs, these increases can affect service pricing. As a result, starting December 20, 2024, prices for certain services and fees will be changing. Please see the enclosed Customer Notices for more information.

We are also making changes to the format of our bills. Beginning on December 10, 2024, customer bills will show the total price for video packages—including service charges and programming-related fees (such as Broadcast TV and/or Regional Sports Fees, if applicable) which used to appear separately. This way, customers will see the total cost of video services all in one place. We also will continue to itemize certain fees so that customers can also see a breakdown of those costs.

Customers will begin to receive notice of these changes within their bill statements starting November 20, 2024. We know you may have questions about these changes. Should you have any questions, please do not hesitate to contact me at [patrick\\_shearns@comcast.com](mailto:patrick_shearns@comcast.com).

Very truly yours,

*Patrick J. Shearns*

Patrick J. Shearns, Sr. Manager  
Government Affairs



***Important Information - Price Adjustments***

***November 18, 2024***

***Attachment***

Comcast customers receiving services and packages that are no longer available for new subscriptions will be notified of price changes as a bill message within their bill. Below are examples of the bill messages customers will receive.

Customers with billing dates between November 20, 2024 and December 9, 2024 will receive notice of price changes for their package as one bill message:

***Pricing Update: In addition to the price changes listed on the Important Information Regarding Xfinity Services and Pricing, on December 20, 2024, the price of [Package Name] will increase from [Current Price] to [New Price] per month. Price excludes taxes and fees.***

Customers with billing dates starting December 10, 2024, will receive notice of price changes for their package as two bill messages, one containing the price change for the video portion of the package and a second containing the price change for any additional services within their package:

***Pricing Update: In addition to the price changes listed on the Important Information Regarding Xfinity Services and Pricing, on December 20, 2024, the price of [Package Name] (Video Services) will increase from [Current Price] to [New Price] per month. Price excludes taxes and fees.***

***Pricing Update: In addition to the price changes listed on the Important Information Regarding Xfinity Services and Pricing, on December 20, 2024, the price of [Package Name] (Additional Services) will increase from [Current Price] to [New Price] per month. Price excludes taxes and fees.***

The packages experiencing a pricing change are listed within a separate attachment herein.

# Important information regarding our Xfinity services and pricing

Effective December 20, 2024

<b>Xfinity TV</b>	<b>Current</b>	<b>New</b>
Limited Basic (Includes Broadcast TV Fee)	\$48.25	\$53.10
Choice TV Select	\$43.50	\$48.00
Choice TV Select - with TV Box (Flex upgrade)	\$53.50	\$60.00
Choice TV (Includes Broadcast TV Fee)	\$63.25	\$68.10
Popular TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$113.20	\$118.40
Ultimate TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$133.20	\$138.40
<b>Genre Packs</b>		
Sports & News (Includes Regional Sports Fee)	\$44.95	\$45.30
Max, MGM+, and DVR	\$31.98	\$33.98
Franchise Costs	\$1.29	\$1.48
TV Box	\$10.00	\$12.00
TV Box + Remote	\$10.00	\$12.00
Service to Additional TV with TV Adapter	\$10.00	\$12.00
TV Adapter (Limited Basic — Primary TV)	\$0.00	\$0.50
TV Adapter (Limited Basic — 1st and 2nd Additional TVs)	\$0.00	\$0.50

<b>Xfinity Internet (Continued)</b>	<b>Current</b>	<b>New</b>
Gigabit x2	\$120.00	\$123.00
<b>Xfinity Discounts</b>	<b>Current</b>	<b>New</b>
Autopay and Paperless Billing Discount (Credit or Debit Card)	\$5.00	\$2.00

<b>Xfinity TV Service Fees</b> (Included in package price where noted)	<b>Current</b>	<b>New</b>
Broadcast TV Fee	\$28.25	\$33.10
Regional Sports Fee	\$14.95	\$15.30

<b>Xfinity Internet</b>	<b>Current</b>	<b>New</b>
Connect	\$68.00	\$71.00
Connect More	\$90.00	\$93.00
Fast	\$105.00	\$108.00
Superfast	\$110.00	\$113.00
Gigabit	\$115.00	\$118.00
Gigabit Extra	\$120.00	\$123.00

## Important Information Regarding Your Xfinity Services and Pricing

Effective December 20, 2024

## SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS

Package Name	Package Current	Package New	Video Portion Current	Video Portion New	Additional Services Portion Current	Additional Services Portion New
Preferred Latino Triple	\$176.99	\$182.99	\$67.24	\$68.24	\$109.75	\$114.75
Extra XF Double Play	\$137.27	\$140.27	\$67.27	\$67.27	\$70.00	\$73.00
Extra Double Play	\$157.27	\$160.27	\$67.27	\$67.27	\$90.00	\$93.00
Super Triple Play	\$167.99	\$173.99	\$67.49	\$73.49	\$100.50	\$100.50
Signature+ More	\$182.99	\$188.99	\$68.49	\$73.99	\$114.50	\$115.00
HD Preferred XF Bundle	\$186.99	\$192.99	\$70.99	\$72.49	\$116.00	\$120.50
Preferred Double Play	\$160.99	\$166.99	\$72.99	\$74.49	\$88.00	\$92.50
Super+ More	\$181.99	\$187.99	\$76.99	\$82.99	\$105.00	\$105.00
Super Double Play	\$150.99	\$156.99	\$77.99	\$85.49	\$73.00	\$71.50
HD Preferred 5pk	\$191.99	\$197.99	\$78.49	\$80.49	\$113.50	\$117.50
Super+	\$165.99	\$171.99	\$81.99	\$89.99	\$84.00	\$82.00
HD Plus Triple Play	\$196.99	\$202.99	\$82.49	\$83.99	\$114.50	\$119.00
HD Preferred Plus XF	\$206.99	\$212.99	\$89.49	\$90.99	\$117.50	\$122.00
HD Premier XF Bundle	\$211.99	\$217.99	\$97.99	\$100.99	\$114.00	\$117.00
HD Premier Sports Bundle	\$211.99	\$217.99	\$97.99	\$99.49	\$114.00	\$118.50
Premier Double Play	\$190.99	\$196.99	\$110.49	\$113.49	\$80.50	\$83.50
HD Complete XF	\$224.99	\$230.99	\$111.99	\$114.99	\$113.00	\$116.00
Selecto	\$9.00	\$10.00				
Performance Internet Additional Outlet	\$90.00	\$93.00				
Double Play Bundle	\$134.95	\$137.95				
Double Play Bundle	\$134.95	\$137.95				
HSD Additional Outlet With Data or Voice	\$70.00	\$73.00				
HSD Additional Outlet	\$90.00	\$93.00				
Performance Internet Additional Outlet with TV or Voice service	\$70.00	\$73.00				
Internet & Voice	\$114.95	\$117.95				
Netflix, MAX, Showtime, MGM+, DVR	\$59.47	\$61.47				

GBR

### Addendum To Important Information of Price Changes

The video and additional services pricing for the below packages is listed incorrectly on the other Attachment herein entitled "Services No Longer Available for New Subscription." The correct prices are below.

**Effective December 20, 2024**

#### SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS

Package Name	Package Current	Package New	Video Portion Current	Video Portion New	Additional Services Portion Current	Additional Services Portion New
HD Premier Sports Bundle	\$231.99	\$237.99	\$117.99	\$119.49	\$114.00	\$118.50
HD Complete XF	\$250.99	\$256.99	\$137.99	\$140.99	\$113.00	\$116.00
HD Preferred 5pk	\$203.99	\$209.99	\$90.49	\$92.49	\$113.50	\$117.50
HD Premier XF Bundle	\$231.99	\$237.99	\$117.99	\$120.99	\$114.00	\$117.00
Economy Pro	\$129.99	\$135.99	\$38.99	\$39.99	\$91.00	\$96.00
Select Triple Play	\$157.99	\$163.99	\$58.49	\$59.99	\$99.50	\$104.00
Signature Triple Play	\$177.99	\$183.99	\$62.49	\$67.99	\$115.50	\$116.00
Super Triple Play	\$207.99	\$213.99	\$96.49	\$102.74	\$111.50	\$111.25
Select+ More	\$166.99	\$172.99	\$60.99	\$62.49	\$106.00	\$110.50
Signature+ More	\$196.99	\$202.99	\$68.49	\$73.99	\$128.50	\$129.00
Super+ More	\$207.99	\$213.99	\$88.99	\$94.99	\$119.00	\$119.00
HD Preferred Triple Play	\$136.99	\$142.99	\$27.00	\$28.00	\$109.99	\$114.99
HD Preferred Plus Triple	\$158.99	\$164.99	\$41.00	\$42.00	\$117.99	\$122.99
Preferred Plus Triple	\$148.99	\$154.99	\$31.00	\$32.00	\$117.99	\$122.99
Preferred Extra Triple	\$138.99	\$144.99	\$28.00	\$29.00	\$110.99	\$115.99
Premier Double Play	\$198.99	\$204.99	\$118.49	\$121.49	\$80.50	\$83.50
Signature Double Play	\$148.99	\$154.99	\$62.49	\$68.99	\$86.50	\$86.00
Super Double Play	\$178.99	\$184.99	\$91.99	\$99.49	\$87.00	\$85.50
Choice Double Play	\$96.99	\$102.99	\$24.49	\$25.74	\$72.50	\$77.25
Choice Double Play	\$177.99	\$183.99	\$72.99	\$79.99	\$105.00	\$104.00



November 18, 2024

Select Board  
Town of Medfield  
459 Main St.  
Medfield, MA 02052

**RE: Municipal Building – Emergency/Trouble Reporting Procedures**

Dear Members of the Board:

We are writing again to share with you the emergency/trouble reporting procedure in the event a **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency (*please note the XOC telephone number listed below IS NOT for public dissemination*).

**Down lines, emergencies:**

- **STEP 1 Call 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Select Option # 1** – Municipalities, Utilities, Police & Fire
- **STEP 3 Prompted for Reason for Call:**
  - Option # 1 – Down Wires (prompted to enter zip code)
  - Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4 Speak with Rep. and obtain job reference #**

**I-NET, PEG/Access channel issues:**

- **STEP 1 Call 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Select Option # 5** – NSD Support including Network and facility events
- **STEP 3 Speak with Rep. and obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week.

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

Sincerely,

*Patrick J. Shearns*

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