

Select Board
Meeting Packet
December 17, 2024

Commonwealth of Massachusetts
EXECUTIVE OFFICE OF HOUSING & LIVABLE COMMUNITIES

Maura T. Healey, Governor ◆ Kimberley Driscoll, Lieutenant Governor ◆ Edward M. Augustus, Jr., Secretary

November 27, 2024

Eileen Murphy, Chair
Medfield Select Board
Town House
459 Main Street
Medfield, MA 02052

Re: Chapter 40B Comprehensive Permit

Project Name:	The Rosebay at Medfield
Location:	30 Pound Street, Medfield, MA
Number of Units:	45
Subsidizing Agency:	Executive Office of Housing and Livable Communities
Applicant:	Rosebay at Medfield Limited Partnership

Dear Ms. Murphy:

This will serve to notify you, pursuant to 760 CMR 56.04 (3), that the above-named applicant has applied to this agency as subsidizing agency under the Low-Income Housing Tax Credit program for preliminary approval of the Rosebay at Medfield project. The project is a senior 62+ rental project. The project will consist of 45 total units. The project will contain nine rental units for households earning 30% or less of area median income. Thirty-six units will be reserved for households earning less than 60% of the area median income. Therefore, all the total units (100%) will be restricted for rental by senior households earning less than 60% of area median income.

Enclosed please find a copy of the application for your review. The review period for comments ends 30 days from the date of this letter. Any comments will be considered prior to issuing a determination of project eligibility. Please address comments to:

Rebecca Frawley Wachtel, Director
Low-Income Housing Tax Credit Program
100 Cambridge Street, 3rd Floor
Boston, MA 02114

Please note that the Massachusetts Housing Partnership (MHP) administers a technical assistance program for communities and developers who are working on Chapter 40B projects. A municipality may be eligible for an MHP grant to help hire experienced third-party consultants to work with the local municipality in reviewing a 40B proposal. For more information about MHP's technical assistance program, visit MHP's web site at www.mhp.net or e-mail community@mhp.net.

If you have any questions regarding this letter, please feel free to email Rebecca Frawley Wachtel at rebecca.frawley@mass.gov.

Sincerely,

Catherine Racer
Undersecretary, Housing Development

THE ROSEBAY AT MEDFIELD

Medfield, Massachusetts



Application for Project Eligibility

August 1, 2024

Rosebay at Medfield Limited Partnership

NEWGATE HOUSING

Opening Opportunities

August 1, 2024

Via Email

Rebecca Frawley Wachtel
Executive Office of Housing and Livable Communities
100 Cambridge St., Suite 300
Boston, MA 02114

Re: The Rosebay at Medfield
Application for Project Eligibility

Dear Ms. Frawley Wachtel:

On behalf of Rosebay at Medfield Limited Partnership, I am pleased to submit this new application for Project Eligibility pursuant to 760 CMR 56.04 for ***The Rosebay at Medfield***. A check made payable to Massachusetts Housing Partnership Fund in the amount of $4,750, in payment of the application fee will be sent to EOHLC separately by mail.

This new development is proposed as 45 units of rental housing restricted to residents age 62 and over. All 45 of the apartment homes in The Rosebay are proposed to be affordable to senior residents as described below. The development site is a portion of the Medfield Housing Authority ("*MHA*") property in Medfield, Massachusetts, for which MHA has granted the applicant an option to enter into a Ground Lease, as described below. MHA has also entered into a Master Development Agreement with NewGate Housing LLC ("NewGate") for the proposed development.

An Executive Summary of the proposed development is enclosed at Attachment 1 (the "*Executive Summary*"). A preliminary development pro forma on the One Stop Affordable Housing Finance Application form is provided at Attachment 2 (the "*One Stop*"). A set of 11" x 17" conceptual design plans and drawings is provided at Attachment 3 (the "*Plans*"). In addition, the following information, including the information contained in attachments, is provided pursuant to the requirements of 760 CMR 56.04:

(a) Name and Address of Applicant. The name of the applicant is Rosebay at Medfield Limited Partnership, the owner of the proposed development. The applicant's address is 61 Blueberry Lane, Westwood, Massachusetts 02090. NewGate will serve as the Managing Developer, and ADC Communities of Massachusetts, LLC (an affiliate of Walker & Dunlop) is expected to serve as the Co-Developer.

(b) Address of Site and Site Description. The Rosebay at Medfield will be located on the vacant southwest portion of the MHA property located at 30 Pound Street in Medfield, Massachusetts. The proposed lot lines of the new lot to be created for the development site, and the proposed site layout, are shown in the Plans. A narrative description of the site location and proposed layout is included in the Executive Summary.

(c) Locus Map. A locus map identifying the development site within a plan of the neighborhood is provided at Attachment 4. The locus of the site is also shown in an aerial photograph provided on the title sheet (T-1) to the Plans. Photographs of the surrounding buildings and features that provide an understanding of the physical context of the site are provided at Attachment 5.

(d) Table of Proposed Buildings. The title sheet (T-1) to the Plans includes a tabulation of proposed buildings with the approximate number and size (number of bedrooms and floor area) of the housing units proposed. An enlarged reproduction of the tabulation is provided at Attachment 6. All of the units in the proposed development will be rental apartment homes.

(e) Housing Program. We are seeking the determination of Project Eligibility under low or moderate income housing programs available through EOHLC, including the federal Low Income Housing Tax Credit program, Massachusetts' state Low Income Housing Credit program, the HOME Investment Partnerships program, the Affordable Housing Trust Fund program, and the Housing Stabilization Fund program. Pro forma development and operating budgets for the proposed development are included in the One Stop.

(f) Project Details. Our current proposal is substantially the same as the original proposal for The Rosebay at Medfield for which we received a Project Eligibility Letter dated December 31, 2018. The Rosebay has always been proposed as a community of 45 apartment homes, all of which are proposed as affordable to low and moderate income households for seniors age 62 and older. As a rental property, ***all 45 of the units would count toward Medfield's 10% affordable housing requirement under Chapter 40B***—regardless of the percentage of units in the development ultimately restricted as affordable. Moreover, these units are expected to help Medfield achieve the 10% affordable threshold.

The income eligibility standards for the affordable units will be determined by the housing programs under which we seek funding. Under the Low Income Housing Tax Credit program, these units would be affordable to households earning 60% or less of the area median income and would remain subject to those affordability restrictions for a minimum of 30 years. As an age-restricted community, at least 20% of the units in the proposed development would be restricted for Extremely Low Income (ELI) residents.

NewGate proposes to offer a supportive services program similar to the programs offered at its previously proposed developments. The developer has had discussions with HESSCO, the Aging Services Access Provider (ASAP) and Area Agency on Aging (AAA) covering Medfield, as well as with the Executive Director of the Medfield Council on Aging regarding the organization and coordination of a services program. We anticipate that HESSCO would coordinate a comprehensive program incorporating services provided by and through HESSCO, the Council on Aging, and the property's management agent. A letter from HESSCO indicating its support for the proposed development and its interest in collaborating on a supportive services program for The Rosebay is provided at Attachment 7.

The applicant is a Massachusetts limited partnership and will satisfy the requirements to qualify as a limited dividend organization. Additional project details are provided in the Executive Summary, the One Stops, the Plans, and other attachments.

(g) Conceptual Design Drawings. As noted above, the Plans (which include site plans and exterior elevations of the proposed buildings) are provided at Attachment 3. The Plans are the same as the last set submitted to the Town of Medfield Zoning Board of Appeals during the hearing of our previous proposal for The Rosebay at Medfield. Summaries showing the approximate number of parking spaces, the ratio of parking spaces to housing units, and the approximate percentage of the development site that would be occupied by buildings, by parking and other paved vehicular areas, and by open areas is provided at Attachment 8.

(h) Narrative Description. A narrative description of the approach to building massing, the relationships to adjacent properties, and the exterior proposed building materials is included in the Executive Summary.

(i) Table of Zoning and Waivers. A table setting forth a comparison of existing zoning requirements applicable to the proposed development and the development site and waivers requested from those requirements for the proposed development is provided at Attachment 9.

(j) Site Control. Rosebay at Medfield Limited Partnership currently controls the development site under an Agreement for Option to Lease Real Estate. A copy of the agreement evidencing site control is provided at Attachment 10.

The Rosebay at Medfield continues NewGate's commitment to addressing the need for affordable housing in Massachusetts. This new construction suburban development will provide a safe, clean, and vibrant residential neighborhood of high-quality affordable homes for seniors in Medfield. The proposed development will help the Town of Medfield meet its affordable housing goals and Chapter 40B requirements with a well-located community developed by an experienced and reputable developer based in Massachusetts. The Rosebay will also help Medfield maintain its plan for affordable housing production established under the Medfield Housing Production Plan (HPP) approved by EOHLC. After construction, this community will be operated by an experienced multifamily property management agent that is responsive to the needs of its residents.

We are providing a copy of this application to the Chief Executive Officer of Medfield. We look forward to working in a positive and cooperative manner with the Town of Medfield and EOHLC on this promising development. Please do not hesitate to call us if you have any questions regarding The Rosebay at Medfield.

Yours truly,

NEWGATE HOUSING LLC
By: NGH Manager LLC, its Manager

By: _____
Brian J. McMillin, President

Enclosures

cc (by email):
Candace Avery, Medfield Housing Authority
Michael Marcucci, Medfield Affordable Housing Trust
E. Franklin Miller, Executive Office of Housing and Livable Communities
Eileen Murphy, Medfield Select Board
Stephen M. Nolan, Nolan Sheehan Patten LLP
Catherine Racer, Executive Office of Housing and Livable Communities (w/o enc.)
Kristine Trierweiler, Medfield Town Administrator

Attachment 1

EXECUTIVE SUMMARY

NEWGATE HOUSING

Opening Opportunities

THE ROSEBAY AT MEDFIELD

Medfield, Massachusetts

A NEWGATE HOUSING COMMUNITY

EXECUTIVE SUMMARY

NewGate Housing's proposed development of *The Rosebay at Medfield* builds upon our commitment to creating high quality neighborhood environments for working people and older adults in suburban Massachusetts communities. This new rental community will help alleviate the shortage of affordable rental housing for older adults in Medfield.

Description of Proposed Development

The proposed development comprises 45 apartment homes in a single residential building. Of the 45 apartments, 41 are proposed as one-bedroom/one-bath units, and four are proposed as two-bedroom/two-bath units. The proposed development will be age-restricted (62+) and all of the units will be eligible to be counted on Medfield's Subsidized Housing Inventory (SHI) for purposes of Chapter 40B. Moreover, the units in this new development are expected to allow Medfield to achieve its long-term goal of 10% affordable housing under Chapter 40B.

In addition to residential units, the building is also expected to house a community center "Club Room" for residents, a fitness center, a library and computer center, a leasing and management office, a dedicated supportive services office and consultation center, a laundry facility, mail and package facilities, and a maintenance facility. The proposed development has been designed with trash/recycling facilities; outdoor recreation amenities such as picnic areas, community gardens, and a rooftop garden deck; and related parking, utilities, infrastructure, and landscaping improvements.

Site Location and Neighborhood

The land available for the proposed development is an ideal location for a new multifamily community for older adults. The development site is roughly 2.5± acres of undeveloped vacant land located on the Medfield Housing Authority property on Pound Street in Medfield, next to the existing Tilden Village public housing community for seniors and disabled residents. The site is also immediately adjacent to the Medfield High School/Middle School complex and about a quarter of a mile from Medfield Center. The applicant has site control over the proposed site pursuant to an option to lease the proposed site from the MHA.

The surrounding neighborhood includes a mix of uses including residential, educational (the school complex), and open space/recreational (also the school complex). The larger neighborhood includes Medfield Center roughly a quarter of a mile from the site. At this site, the proposed development will be conveniently located for access to community events, emergency services, health care providers, grocery stores, pharmacies, retail centers, banks, parks, and recreational areas, the Medfield Library, Medfield Housing Authority offices, and churches of a number of denominations.

The site is relatively level and public water, the municipal sewer system, and other utility connections are available along the Pound Street frontage. The site is not located within a mapped floodplain, wetland area or wetland buffer zone, or any zone identified as a rare or endangered species habitat. It is not in a historic district, does not contain any historic structures, and is not known to have any archeological or historical significance. Furthermore, no oil, hazardous materials or other "Recognized Environmental Conditions" have been found to be present on the site.

Design

NewGate Housing is committed to using high quality design, durable building materials, and sound construction methods in all NewGate communities. The design for the proposed development will be based on a tested design similar to those employed by NewGate's architect in other successful Massachusetts properties that were completed using LIHTC financing, including The Parc at Medfield and Lydia Square Apartments. The design incorporates traditional New England architectural treatments into a three-story "garden style" apartment building. To enhance the building's visual interest, a variety of exterior building materials and textures have been incorporated into the exterior design. A varied roofline and articulated facades further reduce the visual impact of the building on surrounding uses.

For the proposed development, enhancements to the design have been added to accommodate the needs of older adult residents. For example, an elevator will serve all floors to enhance accessibility. The building also has dedicated space for the community's supportive services program. In addition, all residents will be able to access the supportive services program office, the leasing and management office, and the interior amenity spaces without leaving the building (a particularly welcome design feature for older adults during winter months and in inclement New England weather). Similarly, the design provides for unit entrances from an interior center corridor instead of from exterior entrances, which allows the senior residents to visit each other without leaving heated and air-conditioned space. Finally, we have provided for the disposal of trash and recyclables on every floor of the building, alleviating the burden on residents to transport their refuse long distances or outside in the elements.

To minimize the visual impact of the building on surrounding residential properties and address any other concerns about massing, the site plan layout orients the building closest to the High School/Middle School complex and Tilden Village sides of the site. The property will be tastefully landscaped, with special attention given to screens of natural vegetation and meeting the standards for neighborhood aesthetics. In addition to landscape buffers, fencing will be utilized where appropriate to help screen the property from neighboring homes. The proposed development will meet green building standards and embody the principles of sustainable development, visitability, and universal design.

Community Overview

Upon completion, the proposed development will provide a wealth of modern conveniences and amenities in a clean, well-maintained neighborhood that will help promote a sense of community among its residents. Residents will have access to a beautifully designed community center featuring a multifunction "Club Room" with a fireplace will serve as the focal point for social functions such as holiday parties, for residents' casual gatherings, and for activities coordinated under the supportive services program. Realizing the importance of maintaining a healthy, active, and connected lifestyle for older adults, amenities will include a fully-equipped fitness center and a library and computer center. The developer would also expect to coordinate with HESSCO, which is the local Aging Services Access Provider (ASAP) for Medfield, the Medfield Council on Aging, and other area supportive services vendors, in a multilayered approach that will ensure that the residents of this new community benefit from a full array of services and activities designed around the needs of older adults.

This new community is expected offer its residents a wide array of services and amenities, which may include the following:

- Fully Equipped Fitness Center
- Library and Computer Center
- Wood Cabinetry
- Energy Star Appliances
- Hardwood-style or Ceramic Tile Floors
- Contemporary 2" Wood-like Blinds
- Elevator Serving All Floors
- Community Gardens
- Walk-In Closet/Storage
- Energy-Efficient HVAC
- Green Building Design
- 24-hour Emergency Maintenance
- Decorator Designed Kitchens
- Rooftop Terrace Garden Deck
- Coordinated Senior Services Program and Dedicated Senior Services Office

The proposed development is designed to foster a vibrant neighborhood-oriented community that will accommodate the busy lives of its older adult residents.

Financing

Financing for the proposed development is expected to be provided from several sources. The developer anticipates that it will apply for funding from sources including conventional construction and permanent mortgage loans, state and federal low-income housing tax credits, HOME funds, Affordable Housing Trust funds, and Housing Stabilization Funds. The developer also expects to apply for Project Based Section 8 Rental Assistance to provide rent subsidies for eight of these senior households.

Development Team

NewGate Housing LLC will serve as the Managing Developer for the proposed development. NewGate is a real estate firm engaged in the acquisition and development of multifamily properties, with a specialty in financing the development of affordable housing using Low Income Housing Tax Credits (LIHTC). NewGate's successful developments include Lydia Square Apartments, a 44-unit community for seniors in Rockland, Massachusetts, and Foxmeadow Farm a 50-unit market-rate property in Foxboro, Massachusetts. Prior to founding NewGate Housing, its principal, Brian J. McMillin, served as Vice President—Northeast for The Gatehouse Group LLC, and in that capacity was responsible for the development of multifamily housing communities in Massachusetts, including The Parc at Medfield. The properties developed for Gatehouse were all financed and constructed in multiple phases, for a total of seven project-phases, which combined now provide a total of 368 homes. Before beginning his multifamily development career with Gatehouse, Mr. McMillin was an attorney at Nixon Peabody LLP, a firm with a preeminent housing practice and a distinguished history in the affordable housing and tax credit industries. All of the members of the team of architectural and engineering professionals organized by NewGate Housing for the proposed development worked with Mr. McMillin on prior developments, including The Parc at Medfield.

ADC Communities of Massachusetts, LLC will serve as the Co-Developer of the proposed development. ADC Communities is an affiliate of The Alliant Company and Alliant Capital, Ltd., and a subsidiary of Walker & Dunlop, a publicly traded company. The Alliant Company has co-developed over 30 properties in New York and Massachusetts with Omni New York, and its affiliate, Alliant Capital, Ltd. has co-developed four properties with AVS Communities, LLC in the State of Washington. Alliant Capital, Ltd. is one of the leading national providers of affordable housing equity solutions, having sponsored the construction and rehab of over 72,000 units, and raised over $6 billion in investor equity.

Attachment 2

ONE STOP

Section 1
PROJECT DESCRIPTION

Name and Address of Project

1 . Project Name:	The Rosebay at Medfield			
1a . Application Completed By:	NewGate Housing LLC			
1b . Original Application Date:	6/27/24	Application Revision Date:		
2 . Project Address:	30 Pound Street			
3 . Neighborhood				
4 . City/ Town	Medfield	MA *(state)*	02052 *(zip code)*	
5 . County	NORFOLK			
6 . ☐ Scattered sites				
7 . Is this a qualified census tract?	No	**Enter a census tract**		
8 . Difficult to develop area	Yes	**QCT information last updated on:**	6/27/2024	

Designated as DDA by DHCD as permitted by HERA (see 2023-2024 QAP).

Development Plan

9 . Development Type (Please check all that apply.)

Yes	New construction
No	Acquisition, substantial rehab of existing housing
No	Acquisition, moderate rehab of existing housing
No	Acquisition, minimal or no rehab of existing housing
No	Adaptive re-use of non-residential structure

10 . Proposed Housing Type: Rental (except SRO or Assisted Living, see below)

11 . **Project Description:** Number of buildings: 1

The Rosebay at Medfield is proposed as affordable housing for seniors (62+). The proposed development will comprise 41 one bedroom/one bath, and 4 two bedroom/two bath units, for a total of 45 units in one residential building. It is expected to include a community center, a library and computer center, a fitness center, a common laundry facility, a maintenance facility, trash/recycling centers on each floor, an elevator serving all floors, a leasing and management office, and a dedicated office/consultation space for a supportive services program and its coordinators and providers. Related parking, amenities, infrastructure, and other facilities would be completed as part of the proposed development. The development site will be a lot of approximately 2.4± acres to be created by dividing the existing Medfield Housing Authority ("MHA") property in Medfield,

12 . **Development Schedule:**

	Original	*Revised*	*Optional user comments*
Application Date	6/27/24		
Construction Loan Closing	1/1/27		
Initial Loan Closing (MHFA only)			
Construction Start	2/1/27		
50% Construction Completion	10/1/27		
Construction Completion	6/1/27		
First Certificate of Occupancy	6/1/27		
Final Certificate of Occupancy	6/1/27		
Sustained Occupancy	2/1/27		
Permanent Loan Closing	6/1/27		

© Massachusetts Housing Investment Corporation, 1993, 1994, 1995, 1999 in its own name and on behalf of MHFA, DHCD, and the MHP Fund. All rights reserved.

13 . **Unit Mix:**

	Low-Income Rental Assisted	*Low-Income below 50%*	*Low-Income below 60%*	*Other Income 30%*	*Market Rate*	*Total Units*
SRO						0
0 bedroom						0
1 bedroom	7		33	1		41
2 bedrooms	1		3			4
3 bedrooms						0
4 bedrooms						0
Total Units	8	0	36	1	0	45
Home Units*						0

*HOME units included in the above totals. Other Income=Below 30% of median income

14 . Unit Size in square feet:

	Low-Income Rental Assisted	*Low-Income below 50%*	*Low-Income below 60%*	*Other Income 30%*	*Market Rate*	*Average All Incomes*
SRO						N/A
0 bedroom						N/A
1 bedroom	660.0		660.0	660.0		660
2 bedrooms	955.0		955.0			955
3 bedrooms						N/A
4 bedrooms						N/A

15 . Number of bathrooms in each unit:

	Low-Income Rental Assisted	*Low-Income below 50%*	*Low-Income below 60%*	*Other Income 30%*	*Market Rate*	*Average All Incomes*
SRO						N/A
0 bedroom						N/A
1 bedroom	1.0		1.0	1.0		1.0
2 bedrooms	2.0		2.0			2.0
3 bedrooms						N/A
4 bedrooms						N/A

16 . **Funding Applied For:**

Please check all the funding that is being applied for at this time, with this application:

DHCD Tax Credit Allocation	Yes
Category	Federal
Category	State
HOME Funding through DHCD	Yes
Massachusetts Housing Finance Agency (select all that apply):	
Official Action Status	No
Construction Financing/Bridge Financing	No
Permanent Financing	No
Massachusetts Housing Partnership (MHP) Fund:	
Permanent Rental Financing Program	No
Massachusetts Housing Investment Corporation (select all that apply):	
Debt Financing	No
Tax Credit Equity Investment	No
Boston Department of Neighborhood Development (DND):	No
Other	Yes
Other	AHTF
Other	HSF
Other	
Financing from MassDevelopment	No

17 . Number of buildings planned	*Total*	*New Construction*	*Rehabilitation*
a. Single-Family	0		
b. 2-4 Family	0		
c. Townhouse	0		
d. Low/Mid rise	1	1	
e. High-rise	0		
f. Other	0		
TOTAL	1	1	0

18 . Number of units:	45	45	

19 . Gross Square Footage			
a. Residential	51,580	51,580	
b. Commercial	-		

20 . Net Rentable Square Footage:	*Total*		*Percent of Gross*
a. Residential	30,880	s.f.	60%
b. Commercial		s.f.	N/A

21 . Number of handicapped accessible units	3	Percent of total	7%

22 . Fire Code Type: Wood frame

23 . Will building(s) include elevators? Yes — How many? 1

24 . Are the following provided with the housing units:

a. Range?	Yes	Gas or electric?
b. Refrigerator?	Yes	
c. Microwave?	Yes	
d. Dishwasher?	Yes	
e. Disposal?	Yes	
f. Washer/Dryer Hookup?	Yes	
g. Washer & Dryer?	No	
h. Wall-to-wall Carpet?	No	
i. Window Air Conditioner?	No	
j. Central Air Conditioning?	Yes	

Optional user comments

25 . Are the following included in the rent:

a. Heat?	Yes
b. Domestic Electricity?	No
c. Cooking Fuel?	No
d. Hot Water?	Yes
e. Central A/C, if any?	No

26 . Type of heating fuel: Gas

27 . Total no. of parking spaces: 57 — Outdoor: 57 — Enclosed:

12 additional future spaces are provided and can be added as needed.

28 . Number of parking spaces exclusively for the use of tenants:

a. Residential	Total:	0	Outdoor:		Enclosed:
b. Commercial	Total:	0	Outdoor:		Enclosed:

29 . Will rehabilitation require the relocation of existing tenants? Not applicable

30 . Scope of rehabilitation: Please describe the following (or type N/A).

a. Major systems to be replaced:
Not applicable

b. Substandard conditions and structural deficiencies to be repaired:
Not applicable

c. Special features/adaptations for special needs clients to be housed:
Not applicable

31 . Are energy conservation materials in excess of the Building Code?

a. Insulation	Yes	*R-Value or type?*
b. Windows	No	
c. Heating system	No	

Information On Site And Existing Buildings

	Square Feet	*Acres*
32 . Size of Site:	109,700	2.52
33 . Wetlands area:	N/A	
34 . Buildable area:		

Existing Conditions:

35 . What is the present use of the property? Vacant land on a portion of public housing propert

36 . Number of existing structures: -

37 . Gross s.f. of existing structures: 51,580

38 . If rehabilitation:

	number of units	num. of bedrooms
a. Number of existing residential units/bedrooms:		
b. Number of units/bedrooms currently occupied:		

39 . If site includes commercial space:

a. Square footage of existing commercial space:		square feet
b. Square footage currently occupied:		square feet

40 . What are the surrounding land uses? Public housing (elderly/disabled), educational (High School/Middle School complex), and residential.

Utilities:

41 . Are the following utilities available on the site:

a. Sanitary sewer?	Yes
b. Storm sewer?	Yes
c. Public water?	Yes
d. Electricity?	Yes
e. Gas?	Yes

If any of the above are not available, is plan attached explaining how such service will be extended to the site? N/A

Zoning:

Please include information on the property zoning in Exhibit 3. This should include a zoning map, highlighting any special use or dimensional restrictions on the property. If the present zoning does not allow for the proposed use, please explain current status and how approvals will be obtained.

42 . Does the present zoning allow the proposed development? ○ Yes ◉ No

43 . Have you applied for a zoning variance, change,special permit or subdivision? ○ Yes ○ No

44 . Do you anticipate applying for a comprehensive permit under Chapter 774 ○ Yes ○ No

Site Control:

45 . What form of site control do you have? Option

Include copies of the appropriate site control documents as part of Exhibit 4.

46 . Please provide details about your site control agreement.

a. Name of Seller:	Medfield Housing Authority (Ground Lease Optionor)
b. Principals of seller corporation:	Board of Commissioners and Executive Director, Candace Loewen
c. Type of Agreement:	Ground Lease Option
d. Agreement Date:	6/20/24
e. Expiration Date:	Variable
f. Purchase price if under agreemen	$200,000 ***(Ground Lease Payment)***
g. Is there any identity of interest between buyer and seller?	

47 . In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress? No

48 . Are there any outstanding liens on the property? No

Amenities and Services:

49 . Please indicate distance from site and locate on city/town map (Exhibit 1) ***(Approximate)***

	Distance	
a. Shopping facilities	1/4	miles
b. Schools	1/10	miles
c. Hospitals	5	miles
d. Parks and recreational facilities	1/8	miles
e. Police station	2/3	miles
f. Fire station	2/3	miles
g. Public transportation	3 1/2	miles
h. Houses of worship	1/4	miles
i. City/Town Hall	1/3	miles

Environmental Information

50 . Is there any evidence of underground storage tanks or releases of oil or hazardous materials, including hazardous wastes, on the site or within close proximity to the site?	No
51 . Has a Chapter 21E assessment been performed? ***Please include a copy as Exhibit 2***	Yes
52 . Does the project consist of either: (a) new construction of more than 100 units; or (b) substantial rehabilitation of more than 200 units, or where more than 10% new floor space is added?	No
53 . Does the building require lead paint abatement?	No
54 . Does the building require asbestos abatement?	No
55 . Do radon tests show radon levels exceeding four picocuries/liter? ****Radon to be tested at construction completion.***	No
56 . Is there any evidence that the premises are insulated with urea formaldehyde foam (UFFI)?	No
57 . Is the site located in an historic district, or contain buildings listed or eligible for listing in the State Register of Historic Places?	No
58 . Are there any above ground storage containers with flammable or explosive petroleum products or chemicals within 1/2 mile of the site?	No
59 . Is the site located in a floodplain or wetlands area?	No
60 . Does the site contain endangered animal or plant species?	No
61 . Is the site subject to noise impact from jet airports within five miles, major highways within 1,000 feet, or rail traffic within 3,000 feet?	Yes

Section 2
DEVELOPMENT TEAM SUMMARY

62 . **Developer/Sponsor Type**	Limited dividend partnership
	(Owner Applicant)

63 . **Developer/Sponsor:**

Form of Legal Entity	Limited liability company
Legal Name	NewGate Housing LLC (Managing Developer)
Address	61 Blueberry Lane
	Westwood, MA 02090
Contact Person	Brian J. McMillin, Pres.
	(617) 571-6404
E-mail	bmcmillin@newgatehousing.com

64 . **Owner/Mortgagor:**

Legal Name	Rosebay at Medfield Limited Partnership		
Address	c/o NewGate Housing LLC		
	61 Blueberry Lane		
Has this entity already been formed?	Yes	Soc. Sec. or Tax ID #	
Principals	Brian J. McMillin		
Principals			
Contact Person	Brian J. McMillin		
Telephone No. / Fax. No.	(617) 571-6404		
E-mail	bmcmillin@newgatehousing.com		

65 . **General Partner:**

Legal Name	Rosebay at Medfield LLC		
Address	c/o NewGate Housing LLC		
	61 Blueberry Lane		
Has this entity already been formed?	Yes	Soc. Sec. or Tax ID #	
Principal (if corporate)	Brian J. McMillin		
Contact Person	Brian J. McMillin		
% of Ownership			
Telephone No. / Fax. No.	(617) 571-6404		
E-mail	bmcmillin@newgatehousing.com		

66 . **General Partner:**

Legal Name			
Address			
Has this entity already been formed?			
Principal (if corporate)			
Contact Person			
% of Ownership			
Telephone No. / Fax. No.			
E-mail			

67 . **Development Consultant:**

Legal Name	N/A
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

68 . **Contractor:**

Name	TBD
Address	
Fed Tax ID #	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

69 . **Architect:**

Name	VMY Architects LLC
Address	200 Reservoir Street, Suite 101
	Needham, MA 02494
Contact Person	Marquis G. "Mark" Major
Telephone No. / Fax. No.	(617) 597-1900
E-mail	mark@vmyarchitects.com

70 . **Management Agent:**

Name	TBD
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

71 . **Attorney (Real Estate):**

Name	Nolan Sheehan Patten LLP
Address	84 State Street, Suite 940
	Boston, MA 02109
Contact Person	Stephen M. Nolan, Esq.
Telephone No. / Fax. No.	(617) 491-3171
E-mail	nolan@nspllp.com

72 . **Attorney (Tax):**

Name	Nolan Sheehan Patten LLP
Address	84 State Street, Suite 940
	Boston, MA 02109
Contact Person	Stephen M. Nolan, Esq.
Telephone No. / Fax. No.	(617) 491-3171
E-mail	nolan@nspllp.com

73 . **Syndicator:**

Name	TBD
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

74 . **Guarantor:**

Name	
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

75 . **Service Provider or Coordinator:**

Name	HESSCO (anticipated)
Address	One Merchant Street
	Sharon, MA 02067
Contact Person	Sheryl Leary
Telephone No. / Fax. No.	(781) 784-4944
E-mail	sleary@hessco.org

76 . **Marketing Agent:**

Name	TBD
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

77 . Co-Developer

Other role Name	ADC Communities of Massachusetts, LLC
Address	26050 Mureau Road, Suite 200
	Calabasas, CA 91302
Contact Person	Rose Basharzad
Telephone No. / Fax. No.	(818) 449-5805
E-mail	rbasharzad@walkerdunlop.com

78 .

Other role Name	
Address	
Contact Person	
Telephone No. / Fax. No.	
E-mail	

79 . Is there any identity of interest between any members of the development team?

Yes

The Managing Developer is an affiliate of the General Partner and the Owner.

80 . Please describe the relationship of the development entity to sponsoring organizations. Is the entity newly-formed or to-be-formed? Is it a single-purpose corporation? How will the parent corporation provide support to this entity? Include an organizational chart showing other affiliates of the parent corporation, as appropriate, and principals of each.

The Managing Developer is an affiliate of the Owner. Neither the Managing Developer nor the Co-Developer is a single-purpose entity. The Owner is a single-purpose entity formed for the development of The Rosebay at Medfield.

Section 3
SOURCES AND USES OF FUNDS

Sources of Funds

Private Equity:

			Optional user calculations		
81 . Developer's Cash Equity		$			
82 . Tax Credit Equity (net amount)	*(See line 360, Section 5, page 18.)*	$9,499,050			
83 . Developer's Fee/Overhead, Contributed or Loaned		$403,523			
84 . Other Source:		$0			

Public Equity:

85 . HOME Funds, as Grant		
86 . Grant:	Medfield Housing Trust	$25,000
87 . Grant:		$
88 . **Total Public Equity**		$25,000

Subordinate Debt (see definition):

		Amount	*Rate*	*Amortiz.*	*Term*
89 . Home Funds-DHCD, as Subordinate Debt		$715,000	0.00%	yrs.	30
Source:					
90 . Home Funds-Local, as Subordinate Debt			%	yrs.	
Source:					
91 . Subordinate Debt		$5,625,000	0.00%	yrs.	40
Source:	State Tax Credit Equity Loan				
92 . Subordinate Debt		$3,500,000	0.00%	yrs.	30
Source:	AHTF				
93 . Subordinate Debt		$1,000,000	0.00%	yrs.	50
Source:	HSF				
94 . Total Subordinate Debt		$10,840,000			

Permanent Debt (Senior):

		Amount	*Rate*	*Override*	*Amortiz.*	*Term*	*MIP*
95 . **MHFA**	MHFA Program 1	$	%	%	yrs.	yrs.	%
96 . **MHFA**	MHFA Program 2	$	%	%	yrs.	yrs.	%
97 . **MHP Fund Permanent Loan**		$1,250,000	7.50%		30.00	20.00	%
98 . **Other Permanent Senior Mortgage**		$	%		yrs.	yrs.	%
Source:							
99 . **Other Permanent Senior Mortgage**		$	%		yrs.	yrs.	%
Source:							

100 . **Total Permanent Senior Debt**	$1,250,000
101 . **Total Permanent Sources**	$22,017,573

Construction Period Financing:

		Amount	*Rate*	*Term*
102 . Construction Loan		$13,925,000	8.00%	30.0
Source:	TBD			
Repaid at:	Conversion to Permanent Loan	*(event)*		
103 . Other Interim Loan		$0	%	mos.
Source:				
Repaid at:		*(event)*		
104 . Syndication Bridge Loan		$0	%	mos.
Source:				
Repaid at:		*(event)*		

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 . Who prepared the estimates? | *Name* | *Signature*

106 . Basis for estimates? ***Estimates are preliminary only, based on concept plans and similar previous developments***

	DV	Trade Item	Amount	Description
107 .	3	Concrete	$467,897	
108 .	4	Masonry	$27,613	
109 .	5	Metals	$36,818	
110 .	6	Rough Carpentry	$1,405,227	
111 .	6	Finish Carpentry	$5,597	
112 .	7	Waterproofing	$405,000	
113 .	7	Insulation	$148,807	
114 .	7	Roofing	$230,114	
115 .	7	Sheet Metal and Flashing	$9,972	
116 .	7	Exterior Siding	$509,318	
117 .	8	Doors	$214,773	
118 .	8	Windows	$141,136	
119 .	8	Glass		
120 .	9	Lath & Plaster	$831,477	
121 .	9	Drywall	$107,387	
122 .	9	Tile Work		
123 .	9	Acoustical	$202,501	
124 .	9	Wood Flooring	$47,556	Wood-like vinyl plank flooring
125 .	9	Resilient Flooring	$36,818	
126	9	Carpet	$383,523	
127 .	9	Paint & Decorating	$76,705	
128 .	10	Specialties	$253,125	
129 .	11	Special Equipment		
130 .	11	Cabinets	$260,796	
131 .	11	Appliances	$16,875	
132 .	12	Blinds & Shades		
133 .	13	Modular/Manufactured	$170,284	
134 .	13	Special Construction	$1,027,840	
135 .	14	Elevators or Conveying Syst.	$725,626	
136 .	15	Plumbing & Hot Water		
137 .	15	Heat & Ventilation	$202,501	
138 .	15	Air Conditioning	$837,613	
139	15	Fire Protection		
140 .	16	Electrical		
141 .		Accessory Buildings		
142 .		Other/misc		
143 .		**Subtotal Structural**	$8,782,899	
144 .	2	Earth Work		
145 .	2	Site Utilities		
146 .	2	Roads & Walks		
147 .	2	Site Improvement	$2,186,079	
148 .	2	Lawns & Planting		
149	2	Geotechnical Conditions	$115,057	
150	2	Environmental Remediation		
151	2	Demolition		
152 .	2	Unusual Site Cond		
153 .		**Subtotal Site Work**	$2,301,136	
154 .		**Total Improvements**	$11,084,035	
155 .	1	General Conditions	$1,103,381	Includes permits and P&P bond
156 .		**Subtotal**	$12,187,416	
157 .	1	Builders Overhead	$731,245	
158 .	1	Builders Profit	$581,339	
159 .		**TOTAL**	$13,500,000	

160 Total Cost/square foot: $261.73 Residential Cost/s.f.: $261.73

Development Budget:

		Total	*Residential*	*Commercial*	*Comments*
161 . Acquisition: Land		$450,000	$450,000		
162 . Acquisition: Building		$0			
163 . **Acquisition Subtotal**		$450,000	$450,000	$0	
164 . Direct Construction Budg		$13,500,000	$13,500,000		(from line 159)
165 . Construction Contingency		$675,000	$675,000		5.0% of construction
166 . **Subtotal: Construction**		$14,175,000	$14,175,000	$0	
General Development Costs:					
167 . Architecture & Engineering		$1,070,000	$1,070,000		
168 . Survey and Permits		$525,000	$525,000		
169 . Clerk of the Works		$0			
170 . Environmental Engineer		$0			
171 . Bond Premium		$75,000	$75,000		
172 . Legal		$375,000	$375,000		
173 . Title and Recording		$50,000	$50,000		
174 . Accounting & Cost Cert.		$75,000	$75,000		
175 . Marketing and Rent Up		$250,000	$250,000		
176 . Real Estate Taxes		$150,000	$150,000		
177 . Insurance		$175,000	$175,000		
178 . Relocation		$0			
179 . Appraisal		$15,000	$15,000		
180 . Security		$0			
181 . Construction Loan Interest		$1,225,000	$1,225,000		Includes predevelopment loan interest
182 . Inspecting Engineer		$35,000	$35,000		
183 . Fees to:	Lenders	$200,000	$200,000		
184 . Fees to:	DHCD	$130,000	$130,000		
185 . MIP		$0			
186 . Credit Enhancement Fees		$0			
187 . Letter of Credit Fees		$0			
188 . Other Financing Fees		$0			
189 . Development Consultant		$0			
190 . Other:	Market Study	$12,500	$12,500		
191 . Other:	FF&E	$250,000	$250,000		
192 . Soft Cost Contingency		$230,625	$230,625		5.0% of soft costs
193 . **Subtotal: Gen. Dev.**		$4,843,125	$4,843,125	$0	
194 . **Subtotal: Acquis., Const and Gen. Dev.**		$19,468,125	$19,468,125	$0	
195 . Capitalized Reserves		$425,135	$425,135		Total of Operating Reserve plus Special DSC Reserve
196 . Developer Overhead		$0			
197 . Developer Fee		$2,124,313	$2,124,313		
198 . **Total Development Cost**		$22,017,573	$22,017,573	$0	**TDC per unit** $489,279
199 . **TDC, Net**		$21,188,915	$21,188,915	$0	**TDC, Net per unit** $470,865

Additional Detail on Development Pro-Forma:

200 .	Gross Syndication Investment	
	Off-Budget Costs:	
	Syndication Costs:	
201 .	Syndication Legal	
202 .	Syndication Fees	
203 .	Syndication Consultants	
204 .	Bridge Financing Costs	
205 .	Investor Servicing (capitalized)	
206 .	Other Syndication Expenses	
207 .	Total Syndication Expense	$0
208 .	Current Reserve Balance	
	Reserves (capitalized):	
209 .	Development Reserves	
210 .	Initial Rent-Up Reserves	
211 .	Operating Reserves	
212 .	Net Worth Account	
213 .	Other Capitalized Reserves	
214 .	Subtotal: Capitalized Reserves	$0
215 .	Letter of Credit Requirements	
216 .	Total of the Above	$0

Error: The total on line 214 is different from the capitalized reserves shown on line 195.

Please Answer The Following	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?						
Who administers the reserves?						
When and how are they used?						
Under what circumstances can they be released?						

	Unit Sales (For Sale Projects Only):	
217 .	Gross Sales From Units	$
218 .	Cost of Sales (Commissions, etc.)	$
219 .	Net Receipt from Sales	$0
	Debt Service Requirements:	
220 .	Minimum Debt Service Coverage	1.15
221 .	Is this Project subject to HUD Subsidy Layering Review?	Yes

Optional user comments

Section 4
OPERATING PRO-FORMA

Operating Income

Rent Schedule:

	Contract Rent	Utility Allowance	Total Gross Rent	No. of Units
222 . Low-Income (Rental Assisted):				
SRO			$0	0
0 bedroom			$0	0
1 bedroom	$777	$49	$826	7
2 bedrooms	$938	$54	$992	1
3 bedrooms			$0	0
4 bedrooms			$0	0
223 . Low-Income (below 50%):				
SRO			$0	0
0 bedroom			$0	0
1 bedroom			$0	0
2 bedrooms			$0	0
3 bedrooms			$0	0
4 bedrooms			$0	0
224 . Low-Income (below 60%):				
SRO			$0	0
0 bedroom			$0	0
1 bedroom	$1,570	$128	$1,698	33
2 bedrooms	$1,871	$167	$2,038	3
3 bedrooms			$0	0
4 bedrooms			$0	0
225 . Other Income 30%	Below 30% of the median income for the region			
SRO			$0	0
0 bedroom			$0	0
1 bedroom	$790	$128	$918	1
2 bedrooms	$621	$107	$728	0
3 bedrooms			$0	0
4 bedrooms			$0	0
226 . Market Rate (unrestricted occupancy):				
SRO				0
0 bedroom				0
1 bedroom				0
2 bedrooms				0
3 bedrooms				0
4 bedrooms				0

Commercial Income:

227 . Square Feet: 0 @ (average) /square foot = $0

Parking Income:

228 . Spaces: 57 @ (average) /month x 12 = $0

Other Operating Income Assumptions:

				Optional user calculations	
229 .	Laundry Income (annual):				
230 .	Other Income: a.	Miscellaneous	$ 11,626		
	b.	Bad Debt/Concessions	$ (11,801)		
	c.				
	d.				
	e.				
	f.				

Vacancy Allowance:

231 .	Low-Income (Rental Assistance)	3.0%
232 .	Low-Income (below 50%)	
233 .	Low-Income (below 60%)	5.0%
234 .	Other Income 30%	5.0%
235 .	Market Rate	
236 .	Commercial	

Trending Assumptions for Rents:

			Year 2	*Year 3*	*Years 4-5*	*Years 6-20*
237 .	Low-Income (Rental Assistance)		2.0%	2.0%	2.0%	2.0%
238 .	Low-Income (below 50%)		%	%	%	%
239 .	Low-Income (below 60%)		2.0%	2.0%	2.0%	2.0%
240 .	Other Income 30%		2.0%	2.0%	2.0%	2.0%
241 .	Market Rate		%	%	%	%
242 .	Commercial Space Rental		%	%	%	%
243 .	Laundry Income		%	%	%	%
244 a	Other Income	Miscellaneous	2.0%	2.0%	2.0%	2.0%
b	Other Income	Bad Debt/Concessions	2.0%	2.0%	2.0%	2.0%
c	Other Income	-	%	%	%	%
d	Other Income	-	%	%	%	%
e	Other Income	-	%	%	%	%
f	Other Income	-	%	%	%	%

Operating Subsidy and Capitalized Operating Reserves:

245 .	Subsidy Source I			
246 .	Subsidy Source II			
247 .	Capitalized Operating Reserve Amount:	$345,135	Source:	

248 . Yearly Draws on Subsidies and Reserves:

	Subsidy Source I	*Subsidy Source II*	*Draw on Oper. Reserve*
Year 1	$	$	($2,500)
Year 2	$	$	($400)
Year 3	$	$	
Year 4	$	$	
Year 5	$	$	
Year 6	$	$	
Year 7	$	$	
Year 8	$	$	
Year 9	$	$	
Year 10	$	$	
Year 11	$	$	
Year 12	$	$	$2,771
Year 13	$	$	$7,430
Year 14	$	$	$12,389
Year 15	$	$	$17,663
Year 16	$	$	$23,262
Year 17	$	$	$29,201
Year 18	$	$	$35,493
Year 19	$	$	$42,152
Year 20	$	$	$49,192
Year 21	$	$	

249 . **Annual Operating Income (year 1)** $735,181

Operating Expenses

	Annual Operating Exp.:	*Total*	*Residential*	*Commercial*	*Comments*
250 .	Management Fee	$44,261	$44,261		
251 .	Payroll, Administrative	$65,720	$65,720		
252 .	Payroll Taxes & Benefits, Admin.	$13,144	$13,144		
253 .	Legal	$4,000	$4,000		
254 .	Audit	$11,000	$11,000		
255 .	Marketing	$9,000	$9,000		
256 .	Telephone	$9,000	$9,000		
257 .	Office Supplies	$16,725	$16,725		
258 .	Accounting & Data Processing	$2,925	$2,925		
259 .	Investor Servicing	$0	$0		
260 .	DHCD Monitoring Fee	$1,350	$1,350		
261 .	Other:	$0			
262 .	Other:	$0			
263 .	**Subtotal: Administrative**	$132,864	$132,864	$0	
264 .	Payroll, Maintenance	$59,280	$59,280		
265 .	Payroll Taxes & Benefits, Admin.	$11,856	$11,856		
266 .	Janitorial Materials	$1,200	$1,200		
267 .	Landscaping	$15,000	$15,000		
268 .	Decorating (inter. only)	$2,250	$2,250		
269 .	Repairs (inter. & ext.)	$11,175	$11,175		
270 .	Elevator Maintenance	$12,000	$12,000		
271 .	Trash Removal	$6,750	$6,750		
272 .	Snow Removal	$37,805	$37,805		
273 .	Extermination	$945	$945		
274 .	Recreation	$0	$0		
275 .	Other: Fire Safety	$7,500	$7,500		
276 .	**Subtotal: Maintenance**	$165,761	$165,761	$0	
277 .	**Resident Services**	$14,000	$14,000		
278 .	**Security**	$1,000	$1,000		
279 .	Electricity	$18,000	$18,000		
280 .	Natural Gas	$52,000	$52,000		
281 .	Oil	$0	$0		
282 .	Water & Sewer	$29,250	$29,250		
283 .	**Subtotal: Utilities**	$99,250	$99,250	$0	
284 .	**Replacement Reserve**	$15,750	$15,750		
285 .	**Operating Reserve**	$0			
286 .	Real Estate Taxes	$65,250	$65,250		
287 .	Other Taxes	$2,250	$2,250		
288 .	Insurance	$45,000	$45,000		
289 .	MIP	$0	$0		
290 .	Other:	$0			
291 .	**Subtotal:Taxes, Insurance**	$112,500	$112,500	$0	
292 .	**TOTAL EXPENSES**	$585,386	$585,386	$0	

Other Operating Expense Assumptions

Trending Assumptions for Expenses	*Year 2*	*Year 3*	*Years 4-5*	*Years 6-20*
293 . Sewer & Water	3.0%	3.0%	3.0%	3.0%
294 . Real Estate Taxes	2.5%	2.5%	2.5%	2.5%
295 . All Other Operating Expenses	3.0%	3.0%	3.0%	3.0%

Reserve Requirements:

296 . Replacement Reserve Requirement	$350.00	per unit per year
297 . Operating Reserve Requirement		per unit per year

Debt Service:

			Annual Payment	
298 . MHFA	MHFA Program 1		N/A	
299 . MHFA	MHFA Program 2		N/A	
300 . MHP Fund Permanent Loan			$104,882	
301 . Other Permanent Senior Mortgage			N/A	
Source:	N/A			
302 . Other Permanent Senior Mortgage			N/A	
Source:	N/A			
303 . **Total Debt Service (Annual)**			$104,882	
304 . **Net Operating Income**			$149,796	(in year one)
305 . **Debt Service Coverage**			1.43	(in year one)

Affordability: Income Limits and Maximum Allowable Rents

306 . County NORFOLK MSA Boston-Cambridge-Quincy, MA-NH

This MSA does not match the county you have chosen

307 . **Maximum Allowed Rents, by Income, by Unit Size:** **Income Limits last updated on**

	Maximum Income			*Maximum Rent (calculated from HUD income data)*		
	50%	*60%*	*30%*	*50%*	*60%*	*30%*
SRO				$0	$0	$0
0 bedroom				$0	$0	$0
1 bedroom	$61,200	$73,440	$36,750	$1,530	$1,836	$919
2 bedrooms	$73,450	$88,140	$44,100	$1,836	$2,204	$1,103
3 bedrooms				$0	$0	$0
4 bedrooms				$0	$0	$0
Area median income for a family of		$148,900				

308 . **H.U.D. "Fair Market Rents" (Maximum):**

0 bedroom	
1 bedroom	
2 bedrooms	
3 bedrooms	
4 bedrooms	
5 bedrooms	

FMR Information last updated on

	Operations before this transaction:				**Operations after:**			
	Type	*Number*	*Current Rent*	*Annualized Income*	*Number*	*Future Rents*		*Market Rent GPR*
309 .	SRO	0	0	0	0	0		0
310 .	0 bedroom	0	0	0	0	0		0
311 .	1 bedroom	41	0	0	41	0		0
312 .	2 bedrooms	4	0	0	4	0		0
313 .	3 bedrooms	0	0	0	0	0		0
314 .	4 bedrooms	0	0	0	0	0		0
315 .	**Gross Potential Rental Income**			0				0
316 .	Vacancy		0%	0	Vacancy	5%		-37,224
317 .	Other Income			0	Other Income			-175
318 .	Effective Gross Income			0	Effective Gross Income			-37,399
	Operating Expenses			Year	*Reason*	*% Change*		Year
319 .	Management fee			0				44,261
320 .	Administration			0				132,864
321 .	Maintance/Operations			0				165,761
322 .	Resident Services			0				14,000
323 .	Security			0				1,000
324 .	Utilities			0				99,250
325 .	Replacement Reserve			0				15,750
326 .	Operating Reserve			0				0
327 .	Real Esate Taxes			0				65,250
328 .	Insurance			0				47,250
329 .	**Total Expenses**			0				585,386
330 .	**Net Operating Income**			0	**Net Operating Income**			-622,784

331 . **Transaction Description:**

Optional user calculations

Section 5
LOW INCOME HOUSING TAX CREDITS

Percent of Project Which Qualifies for Tax Credit

332 . Low-Income Units	45	Total Units:	45	
333 . Percent of Units	100.0%			
334 . Low-Income Square Feet	30,880 s.f.	Total Area:	30,880	s.f.
335 . Percent of Area	100.0%			
336 . Applicable Percentage	100.0%	***(This is the lower of lines 333 and 335 above.)***		
337 . Is the project utilizing tax-exempt financing?			No	
338 . Does the project qualify for an acquisition credit?			No	
339 . Does the rehabilitation qualify for a 9% rather than 4% credit?			No	
340 . How much financing is nonqualified (federally subsidized?)			$2,000,000	
341 . What grant funds must be subtracted from acquisition basis?			$	
342 . What grant funds must be subtracted from rehabilitation basis?			$	
343 . Will the project have a minimum of 20% of units for households earning less than 50% of median, or 40% for less than 60% of median?			40% Of Units	

Historic Tax Credit:

344 . Does the project qualify for historic tax credits?	No
345 . What are the rehabilitation costs which are not qualified for historic credits?	Not Applicable

Project Qualification for 130%:

346 . Is the project located in a "qualified census tract" or in a "difficult to develop" area?	Yes

Calculation of Maximum Tax Credit Amount

	Acquisition Credit		*Rehabilitation Credit*
347 . Total Eligible Development Costs	$0		$19,505,854
348 . Less: Portion of Grants Allocated to Basis	$0		$0
349 . Less: 20% Historic Rehab Credit Basis Reduction	$0		$0
350 . Less: Nonqualified source of financing	$0		$2,000,000
351 . Subtotal: Eligible Basis	$0		$17,505,854
352 . "Hard to develop" area	100%		130%
353 . Percent Low-Income	100.0%		100.0%
354 . Applicable Rate	3.28%		9.00%
355 . *Maximum Annual Tax Credit Amount*	$0		$2,048,185
356 . *Total Annual Tax Credit Amount*		$2,048,185	
357 . Estimated Net LIHTC Syndication Yield	$ 0.95 rate per $	$19,457,757	
358 . Est. Net Historic Tax Credit Syndication Yield	$ - rate per $	$0	
359 . Total Estimated Net Tax Credit Syndication Yield (based on above)		$19,457,757	

360 . Applicant's Estimate of Net Tax Credit Equity. $9,499,050 *(from line 82)*

There is a significant difference between items 358 and 359 above. Please verify your numbers

[Note: This page represents a rough estimate of low income credits for which this project may be eligible. It does not represent a final determination.]

		Total Residential	*Percentage of Costs Not in Depreciable Basis*	*Acquisition Credit Basis*	*Rehabilitation Credit Basis*	*Not In Basis*
361 . Acquisition: Land		$450,000				$450,000
362 . Acquisition: Building		$0		$0	$0	$0
363 . **Acquisition Subtotal**		$450,000		$0	$0	$450,000
364 . Direct Construction Budget		$13,500,000		$0	$13,500,000	
365 . Construction Contingency		$675,000		$0	$675,000	
366 . **Subtotal: Construction**		$14,175,000		$0	$14,175,000	$0
General Development Costs:						
367 . Architecture & Engineering		$1,070,000			$1,070,000	$0
368 . Survey and Permits		$525,000	25%		$393,750	$131,250
369 . Clerk of the Works		$0			$0	$0
370 . Environmental Engineer		$0			$0	$0
371 . Bond Premium		$75,000			$75,000	$0
372 . Legal*		$375,000	50%	$0	$187,500	$187,500
373 . Title and Recording		$50,000	50%	$0	$25,000	$25,000
374 . Accounting & Cost Certificat.		$75,000	50%	$0	$37,500	$37,500
375 . Marketing and Rent Up*		$250,000	100%			$250,000
376 . Real Estate Taxes*		$150,000	60%	$0	$60,000	$90,000
377 . Insurance		$175,000	50%	$0	$87,500	$87,500
378 . Relocation		$0		$0	$0	$0
379 . Appraisal		$15,000		$0	$15,000	$0
380 . Security		$0		$0	$0	$0
381 . Construction Loan Interest*		$1,225,000	80%	$0	$245,000	$980,000
382 . Inspecting Engineer		$35,000		$0	$35,000	$0
383 . Financing Fees*	Lenders	$200,000	50%	$0	$100,000	$100,000
384 . Financing Fees*	DHCD	$130,000		$0	$130,000	$0
385 . MIP		$0		$0	$0	$0
386 . Credit Enhancement Fees		$0		$0	$0	$0
387 . Letter of Credit Fees*		$0		$0	$0	$0
388 . Other Financing Fees*		$0		$0	$0	$0
389 . Development Consultant		$0		$0	$0	$0
390 . Other*	Market Study	$12,500		$0	$12,500	$0
391 . Other*	FF&E	$250,000		$0	$250,000	$0
392 . Soft Cost Contingency*		$230,625	75%	$0	$57,656	$172,969
393 . **Subtotal: Gen. Dev.**		$4,843,125		$0	$2,781,406	$2,061,719
394 . **Subtotal: Acquis., Const., and Gen. Dev.**		$19,468,125		$0	$16,956,406	$2,511,719
395 . Developer Overhead		$0		$0	$0	$0
396 . Developer Fee/Profit		$2,124,313		$0	$2,124,313	$0
397 . Capitalized Reserves		$425,135		$0	$425,135	$0
398 . **Total Development Cost**		$22,017,573				
399 . **Total Net Development Cost**		$21,188,915				
400 . **Total Eligible Tax Credit Basis**		$19,505,854		$0	$19,505,854	

** Some or all of these costs will typically be allocated to intangible assets or expensed.*

Attachment 3

PLANS

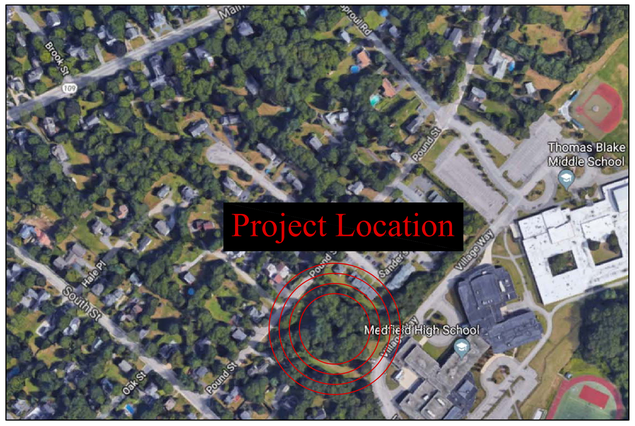
COMPREHENSIVE PERMIT "HYBRID" DESIGN SUBMISSION

December 30, 2019

THE ROSEBAY AT MEDFIELD

Another NewGate Housing Community

30 Pound Street, Medfield, Massachusetts



APPROXIMATE FLOOR AREAS		
GROSS FLOOR AREAS	COMP PERMIT 3-STORY	TWO/THREE STORY 'HYBRID' DESIGN
FLOOR ONE	18,155 SQ FT	20,700 SQ FT
FLOOR TWO	15,982 SQ FT	18,700 SQ FT
FLOOR THREE	14,387 SQ FT	12,180 SQ FT
TOTALS	48,524 SQ FT TOTAL GROSS AREA	51,580 SQ FT TOTAL GROSS AREA

APARTMENT COUNT--THE ROSEBAY AT MEDFIELD							
APT. TYPE	ONE BEDROOM			TWO BEDROOM			TOTALS
	1 BR Group One	1 BR HDCP	1 BR HEARING IMPAIRED	2 BR Group One	2 BR HDCP	2 BR HEARING IMPAIRED	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	0	14
FLOOR TWO	16	0	1	1	0	1	19
FLOOR THREE	12	0	0	0	0	0	12
TOTALS	38	2	1	2	1	1	45 APTS

TOTAL GROUP TWO HP UNITS IS 3 WHICH EXCEEDS 5% (45 x .05=2.25)
AS PER THE ARCHITECTURAL BARRIERS BOARD CODE
TOTAL HEARING IMPAIRED UNITS IS 2 WHICH EXCEEDS 2% (45 x .02=0.90)
AS PER THE ARCHITECTURAL BARRIERS BOARD CODE

Note--"HDCP" refers to Massachusetts Group 2 units
Bathroom Counts--1BR--One Full Bath; 2BR--Two Full Baths
All Apartments are "Visitable" and are "Universal Design" units

PARKING SUMMARY

Number Of Open Air Spaces* -- 57 (Plus 12 Future)

*Includes 10 Handicap Van Accessible Spaces

LOT COVERAGE (APPROX.)

USE	AREA (S.F.)	LOT COVERAGE
Total All Buildings	20,700	19 %
Pavement (including Walks)	39,100	36 %
Total Impervious Area	59,800	55 %
Open Space	49,900	45 %

Zoning Restrictions: Zoning Approval is inclusive with the comprehensive permit, to permit the construction of the development shown on these plans.

GENERAL NOTES:

1. All areas and dimensions are approximate.
2. All apartment and building plans are preliminary.

CODE SUMMARY

Occupancy Groups:	Apartments--R-2
Construction Type:	Type 5A
Fire Suppression:	NFPA Type 13 Fire Sprinklers
Applicable Codes:	Massachusetts State Building Code 9th Edition Massachusetts Architectural Barriers Board Code

LIST OF DRAWINGS

12-30-2019 T-1 TITLE SHEET

CIVIL DRAWINGS---

12-26-2019 C-0 SITE / CIVIL DRAWINGS TITLE SHEET
12-26-2019 C-1 CONSTRUCTION NOTES
12-26-2019 C-2 EXISTING CONDITIONS PLAN OF LAND
12-26-2019 C-3 SITE LAYOUT PLAN
12-26-2019 C-4 SITE LIGHTING & PHOTOMETRIC PLAN
12-26-2019 C-5 SITE GRADING AND UTILITIES PLAN
12-26-2019 C-6 PROSPECTIVE APPROVAL NOT REQUIRED SITE PLAN
12-26-2019 C-7 CONSTRUCTION DETAILS
12-26-2019 C-8 CONSTRUCTION DETAILS
12-26-2019 C-9 CONSTRUCTION DETAILS

ARCHITECTURAL DRAWINGS---

12-06-2019 A-1 FIRST FLOOR PLAN & ENLARGED PUBLIC SPACES PLAN
12-06-2019 A-2 1BR & 2BR GRP ONE UNIT PLANS AND APT BLDG SECOND FLOOR PLAN
12-06-2019 A-3 1BR & 2BR GRP TWO UNIT PLANS AND APT BLDG THIRD FLOOR PLAN
12-06-2019 A-4 APARTMENT BUILDING FRONT ELEVATIONS
12-06-2019 A-5 APARTMENT BUILDING REAR ELEVATIONS
12-06-2019 A-6 APARTMENT BUILDING TYPICAL WALL SECTION

DEVELOPMENT SUMMARY

Total Parcel Area ---- 109,700 +/- S.F. / 2.5 Acres
Number Of Dwelling Units ---------- 45
Number Of Dwelling Units Per Acre ---------- 18

APPLICANT

Rosebay at Medfield Limited Partnership
c/o NewGate Housing LLC, 61 Blueberry Lane, Westwood, MA 02090 (617) 571-6404

ENGINEERING/CONSTRUCTION CONSULTANT

WaypointKLA
24 Lakeview Road Framingham, MA 01701 (508) 877-2344

ARCHITECT

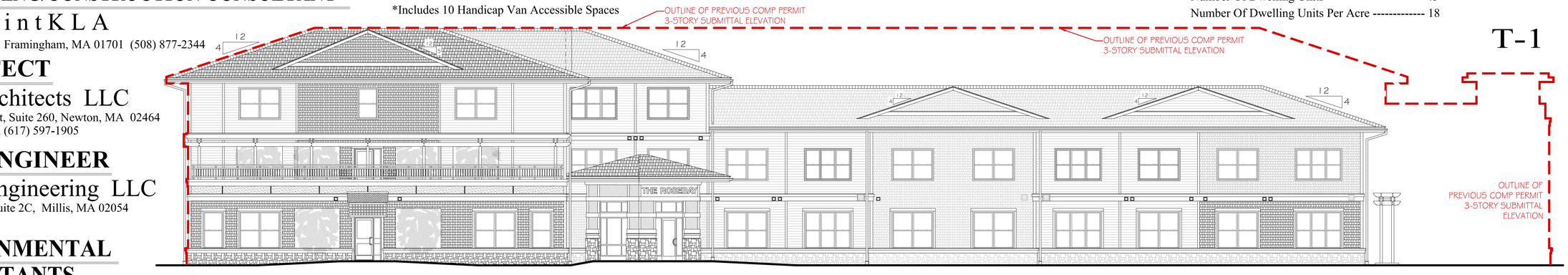
VMY Architects LLC
188 Needham Street, Suite 260, Newton, MA 02464
(617) 597-1900 Fax (617) 597-1905

CIVIL ENGINEER

Legacy Engineering LLC
730 Main Street, Suite 2C, Millis, MA 02054
(508) 376-8883

ENVIRONMENTAL CONSULTANTS

LEC Environmental Consultants, Inc.
107 Audubon Road, Building 2, Suite 110
Wakefield, MA 01880 (781) 245-2500



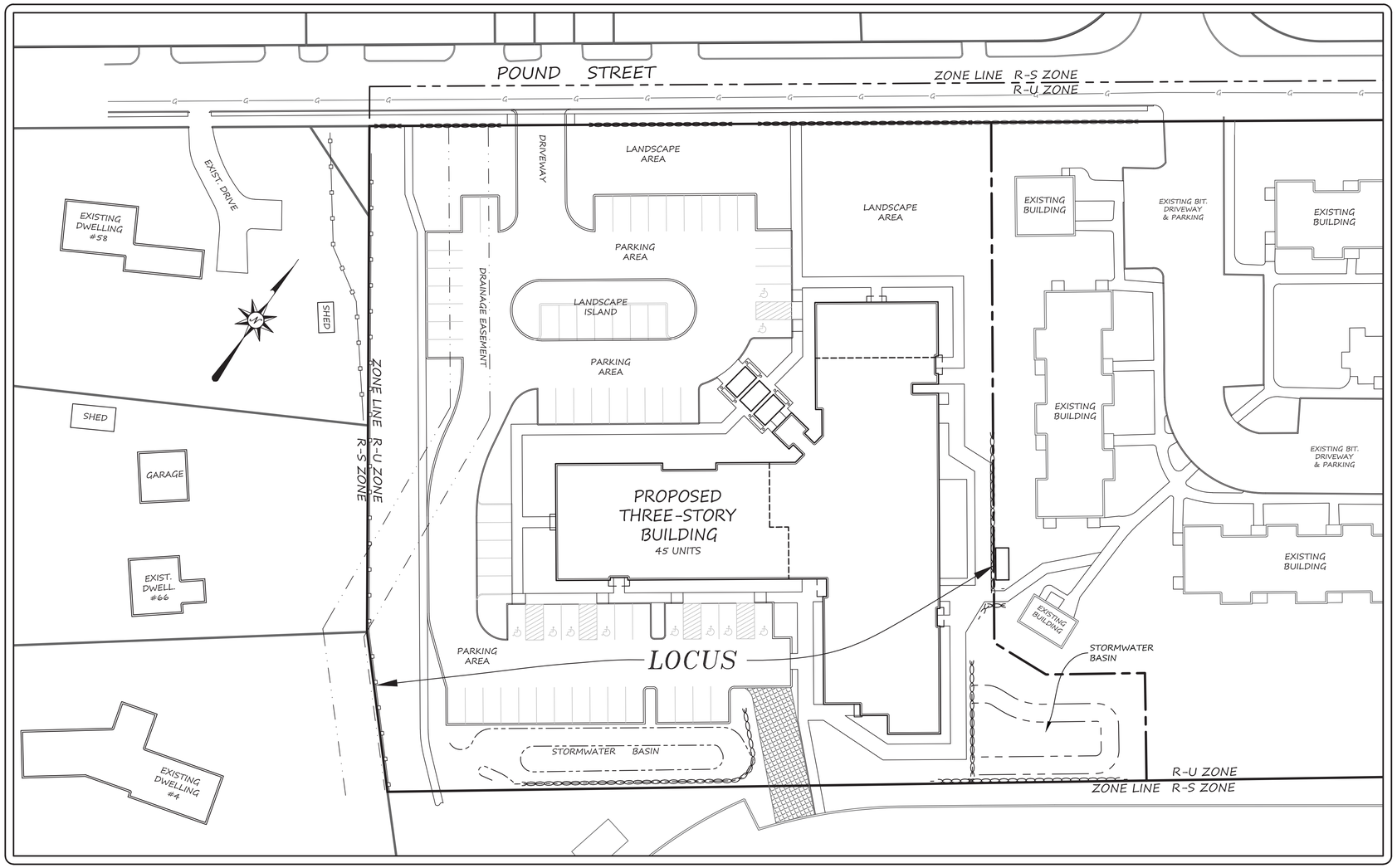
T-1

APPLICANT:
ROSEBAY AT MEDFIELD
Limited Partnership
61 BLUEBERRY LANE
WESTWOOD, MA 02090

THE ROSEBAY AT MEDFIELD
SITE PLAN OF LAND
30 POUND STREET, MEDFIELD, MA
DECEMBER 17, 2018
Latest Revision: December 26, 2019

PREPARED BY:
LEGACY ENGINEERING LLC
730 MAIN STREET
SUITE 2C
MILLIS, MA 02054

Another NewGate Housing Community



DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER
COMMONWEALTH OF MASSACHUSETTS

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:39:55 -05'00'

PLAN SCALE: 1"=30'
0' 30' 60' 120'

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
COVER SHEET
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

C-0

D127-01

LEGACY ENGINEERING

GENERAL NOTES:

1. REFER TO EACH SHEET FOR ADDITIONAL NOTES AND REQUIREMENTS.
2. CONTRACTOR SHALL CONTACT DIGSAFE PRIOR TO ANY EXCAVATION WORK ON THE SITE.
3. CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY LAYOUT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL ESTABLISH AND MAINTAIN AT LEAST TWO BENCH MARKS. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE OR RESET ANY DAMAGED BOUNDS OR PROPERTY MONUMENTATION DAMAGED DURING CONSTRUCTION.
4. CONTRACTOR IS RESPONSIBLE FOR AS-BUILT SURVEYS AND PLOT PLANS OF CONSTRUCTED STRUCTURES IN ACCORDANCE WITH THE REQUIREMENTS OF THE MEDFIELD BUILDING DEPARTMENT. THE FINAL COMPREHENSIVE SITE AS-BUILT WILL BE PREPARED BY THE OWNER.

GENERAL CONSTRUCTION NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE COMPREHENSIVE PERMIT, AND ANY OTHER APPLICABLE PERMITS ISSUED FOR THE DEVELOPMENT.
3. CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE EPA CONSTRUCTION GENERAL PERMIT AND THE SEPARATELY BOUND STORMWATER POLLUTION PREVENTION PLAN PREPARED FOR THIS DEVELOPMENT. EACH CONTRACTOR SHALL OBTAIN COVERAGE UNDER THE CONSTRUCTION GENERAL PERMIT AS REQUIRED.
4. WORK AREAS SHALL BE TEMPORARILY FENCED WITH 6' CHAIN LINK FENCING AS SHOWN ON THE PLANS. SUCH FENCED AREAS SHALL BE ADJUSTED AS NEEDED TO ACCOMMODATE WORK ALONG THE FENCE LINE.
5. REFER TO COMPREHENSIVE PERMIT FOR LIMITS ON CONSTRUCTION HOURS AND TRUCKING HOURS.

ACCESSIBILITY NOTES:

1. ALL WALKWAYS/SIDEWALKS AND ASSOCIATED CURB CUTS ARE CONSIDERED ACCESSIBLE ROUTES AND SHALL FULLY COMPLY WITH MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (AAB) RULES AND REGULATIONS, 521 CMR.
2. ALL WALKWAYS/SIDEWALKS/CURB CUT RAMPS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
3. AAB REGULATIONS DO NOT ALLOW ANY TOLERANCE ON SLOPE REQUIREMENTS AND THE MAXIMUM SLOPES CANNOT BE EXCEEDED.
4. IT IS RECOMMENDED THAT THE CONTRACTOR USE A DIGITAL LEVEL TO VERIFY SLOPE OF FORMS PRIOR TO PLACEMENT OF CONCRETE.
5. WALKWAYS/SIDEWALKS SHALL BE 5 FEET WIDE UNLESS OTHERWISE NOTED.
6. WALKWAYS/SIDEWALKS SHALL PROVIDE A MINIMUM OF 36 INCHES CLEAR, UNOBSTRUCTED PATH OF TRAVEL PAST ALL OBSTRUCTIONS (I.E. UTILITY POLES, SIGNS, FIRE HYDRANTS, ETC...)
7. WALKWAYS/SIDEWALKS SHALL HAVE A RUNNING SLOPE OF LESS THAN 4.5% AND A CROSS SLOPE LESS THAN 1.5%. IN NO INSTANCE SHALL THE MINIMUM SLOPE IN ANY DIRECTION BE LESS THAN 1%.
8. TRANSITIONS FROM CURB CUTS TO WALKWAYS/SIDEWALKS AND GUTTERS SHALL BE FLUSH.
9. UPON COMPLETION OF THE SITE WORK, THE GENERAL CONTRACTOR SHALL CERTIFY IN WRITING TO THE ARCHITECT AND OWNER THAT ALL ACCESSIBLE PARKING SPACES AND ACCESSIBLE ROUTES INCLUDING ALL WALKWAYS/SIDEWALKS, CURB CUTS, PLAY AREAS, RECREATIONAL AREA, RAMPS AND ENTRANCES HAVE BEEN CONSTRUCTED IN STRICT COMPLIANCE WITH THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD REGULATIONS 521 CMR.

SEDIMENT & EROSION CONTROL NOTES:

1. EROSION CONTROLS SHOWN ON THE PLANS ARE MINIMUM REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT NEITHER SEDIMENT NOR ERODED MATERIALS ARE DISCHARGED OFF-SITE OR BEYOND THE LIMIT OF WORK EITHER VIA OVERLAND FLOW OR VIA DISCHARGE THROUGH STRUCTURAL STORMWATER SYSTEMS. CONTRACTOR IS RESPONSIBLE TO IMPLEMENT WHATEVER ADDITIONAL EROSION CONTROLS MAY BE NEEDED TO MEET THIS REQUIREMENT. CONTRACTOR SHALL MAINTAIN ON-SITE A SURPLUS SUPPLY OF EACH TYPE OF EROSION CONTROL USED FOR EMERGENCY DEPLOYMENT.
2. ALL ON-SITE STRUCTURAL STORMWATER SYSTEMS INCLUDING CATCH BASINS, PIPES, STORMCEPTORS, SEDIMENT FOREBAYS AND INFILTRATION BASINS SHALL BE CLEANED OF DEBRIS AND SEDIMENT AT THE COMPLETION OF CONSTRUCTION ACTIVITIES.
3. NO ALTERATION OR WORK MAY OCCUR BEYOND THE LIMIT OF WORK SHOWN ON THE PLANS.
4. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A 30' LONG x 18' WIDE CONSTRUCTION ENTRANCE TO THE SITE WHICH SHALL CONSIST OF A 4" THICK LAYER OF RIP-RAP.
5. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO ANY EXCAVATION WORK ON THE SITE AND MAINTAINED UNTIL SUCH TIME AS THE TRIBUTARY WATERSHED AREAS ARE FULLY STABILIZED AND UNTIL THEIR REMOVAL IS AUTHORIZED BY THE MEDIFIELD CONSERVATION AGENT.
6. CONTRACTOR SHALL PROTECT NEW STORMWATER SYSTEMS FROM SEDIMENTATION AS NEEDED.
7. ANY CONSTRUCTION DEWATERING SHALL EMPLOY MEASURES TO FILTER OUT SEDIMENT PRIOR TO ITS DISCHARGE. CONTRACTOR SHALL SUBMIT A DESCRIPTION OF SUCH MEASURES TO THE ARCHITECT PRIOR TO ANY SUCH ACTIVITY.

PLAN REFERENCES:

1. PLAN BOOK 247 NO. 916 OF 1974.

DEED REFERENCES:

1. BOOK 5087 PAGE 299

DESCRIPTION OF PROPERTY

1. THE PROJECT SITE CONSISTS OF A PORTION OF LOT 1 AS SHOWN ON PLAN REFERENCE NO. 1.

EXISTING CONDITIONS NOTES:

1. EXISTING UTILITY INFORMATION IS BASED ON BEST AVAILABLE INFORMATION INCLUDING VISIBLE SURFACE FEATURES AND RECORD PLANS. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND SHALL CONTACT DIGSAFE PRIOR TO ANY EXCAVATION ACTIVITY.
2. THE SITE DOES NOT LIE WITHIN A FLOOD PLAIN.
3. TOPOGRAPHIC DATUM IS NAVD88.

LOT 1A ZONING NOTES

DISTRICT:
  R-U (RESIDENTIAL-URBAN)
USE:
  1.4: MULTI-FAMILY
LOT FRONTAGE:
  REQ'D: 200'
  PROV'D: 314'±
LOT AREA:
  REQ'D: 30,000 S.F. (1st THREE) + 8,000 S.F. PER ADD'L UNITS = 366,000 S.F.
  PROV'D: TOTAL=109,700 S.F.± (2.5 AC±)
    "ZONING LOT AREA" (EXCLUSIVE OF THOSE AREAS DESCRIBED IN SECTION 6.2 OF THE ZONING BY-LAW)
      PROPOSED: 2.4 ACRES± (103,300 S.F.±)
LOT WIDTH:
  REQ'D: 200'
  PROV'D: 314'±
LOT DEPTH:
  REQ'D: 100'
  PROV'D: 336'±
PARKING:
  PROV'D: 57 SPACES (1.20 PER UNIT)
    (INCLUDING 10 H.C. SPACES)
LOT COVERAGE BY IMPERVIOUS SURFACES:
  REQ'D: 35% MAX.
  PROV'D: 56%± (INCLUDING FUTURE PARKING)
SETBACKS:
  FRONT YARD:
    REQ'D: 30'
    PROV'D: 90.5'±
  REAR YARD:
    REQ'D: 50'
    PROV'D: 25.1'±
  LEFT SIDE YARD:
    REQ'D: 20'
    PROV'D: 92.0'±
  RIGHT SIDE YARD:
    REQ'D: 20'
    PROV'D: 25.4'±
UNIT SUMMARY:
  41 ONE-BEDROOM APARTMENT UNITS
  4 TWO-BEDROOM APARTMENT UNITS
    45 UNITS TOTAL
BUILDING HEIGHT:
  MAX: 35'
  PROV'D: 39.3' (FROM TOP OF SLAB)
FLOOR AREA RATIO:
  MAX: 0.35
  PROV'D: 0.48±

OWNER

MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT

ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS

MAP 43, PARCEL 77

ZONING DISTRICTS

RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

SHEET INDEX:

SHEET C-0: COVER SHEET
SHEET C-1: CONSTRUCTION NOTES
SHEET C-2: EXISTING CONDITIONS
SHEET C-3: LAYOUT PLAN
SHEET C-4: LIGHTING PLAN
SHEET C-5: GRADING & UTILITY PLAN
SHEET C-6: PROSPECTIVE ANR
SHEET C-7: DETAILS
SHEET C-8: DETAILS
SHEET C-9: DETAILS

LEGEND & ABBREVIATIONS

- □ CB: EXISTING CATCH BASIN
- ■ CB: PROP. SINGLE-GRATE CATCH BASIN
- ▦ CB: PROP. DOUBLE-GRATE CATCH BASIN
- ○ STC xxx: STORMCEPTOR TREATMENT UNIT
- ○ DMH: DRAIN MANHOLE
- TR. DR.: TRENCH DRAIN
- INFIL. TR.: INFILTRATION TRENCH
- ——X" D—— DRAIN PIPELINE
- RCP: REINFORCED CONCRETE PIPE
- PVC: POLYVINYL CHLORIDE PIPE
- ○ SMH: SEWER MANHOLE
- ——X" S—— SEWER PIPELINE
- ○C.O.: SEWER SERVICE CLEANOUT
- ——X" W—— WATER MAIN
- ⛭ HYD: HYDRANT
- ⋈ G.V.: WATER GATE VALVE
- ○ C.S.: WATER SERVICE CURB STOP
- ○ M.B.: WATER SERVICE METER BOX
- ——G—— GAS PIPELINE
- ☼ L.P.: LIGHT POLE
- ○ U.P.: UTILITY POLE
- ○ G.Y.: GUY WIRE
- ☼ S.P.: TRAFFIC SIGNAL POLE
- ——252—— EXISTING CONTOUR
- ——252—— PROPOSED CONTOUR

E.O.P.	EDGE OF PAVEMENT
C.C.B.	INTEGRAL SLOPED BIT. BERM
V.B.B.	VERTICAL BITUMINOUS BERM
S.G.C.	SLOPED GRANITE CURB
V.G.C.	VERTICAL GRANITE CURB
V.C.C.	VERTICAL CONCRETE CURB
E.C.S.	EDGE CONCRETE SLAB
G.V.	GATE VALVE
C.L.F.	CHAIN LINK FENCE
W.S.F.	WOOD STOCKADE FENCE
P.P.F.	PVC PICKET FENCE
G.R.	GUARD RAIL
C.C.	HANDICAP CURB CUT

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:39:14 -05'00'

PLAN SCALE: NO SCALE

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
CONSTRUCTION NOTES
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

C-1

D127-01

LEGACY ENGINEERING

w/f JOSEPH H. KETELTAS
49-51 POUND STREET
ASSESSORS 43-085

w/f NANCEY C. CALLACHAN
49-R POUND STREET
ASSESSORS 43-086

w/f DENNIS P. DOWLING
47-B POUND STREET
ASSESSORS 43-087

w/f RICHARD C. SAURO
47-A POUND STREET
ASSESSORS 43-088

w/f MARC P. FREEDGOOD
45 POUND STREET
ASSESSORS 43-089

w/f XUELI ZHANG
37 POUND STREET
ASSESSORS 43-082

SANDERS WAY

POUND (PUBLIC - 40' WIDE) STREET

ZONE LINE R-S / R-U

CONCRETE SIDEWALK & BRICK STRIP

N 54°39'32" E 314.01'

EXISTING TREELINE

CONSTRUCTION ENTRANCE PER DETAIL

EXISTING DRIVEWAY

EXISTING DWELLING #58

EXISTING SHED

w/f KAREN N. STEFANEY
58 POUND STREET
ASSESSORS 37-136

N 35°43'47" W 255.60'

EROSION CONTROL AND LIMIT OF WORK

EXISTING 20' DRAIN EASEMENT

TP 1 TP 2 TP 3 TP 4 TP 5 TP 6 TP 7 TP 8 TP 9 TP 10

S 35°20'28" E 242.16'

PROPOSED LOT LINE

C.L.F.

FUTURE LOT 1A
TOTAL AREA: 109,700 S.F.±
2.5 ACRES±

EXISTING GARAGE

EXISTING DWELLING #66

w/f MICHAEL J. KELLY
66 SOUTH STREET
ASSESSORS 37-193

DEMOLISH EXISTING FENCE

RELOCATE EXISTING SHED

SHED

EXISTING MAINT. BLDG.

S 86°28'58" E 30.63'

N 54°09'15" E 50.00'

INSTALL TEMPORARY 6' C.L.F. CONSTRUCTION FENCING AROUND LIMIT OF WORK

S 35°50'45" E 54.36'

EXISTING OFFICE

EXISTING SENIOR HOUSING BUILDING 1

EXISTING SENIOR HOUSING BUILDING 2

EXISTING SENIOR HOUSING BUILDING 6

EXISTING WALKWAY

EXISTING PLAYGROUND

PICNIC TABLE PATIO

SCHOOL PARKING SPACES

SCHOOL DRIVEWAY

w/f TOWN OF MEDFIELD
POUND STREET
ASSESSORS 38-001

w/f KATHRYN A. LAWLESS
4 VILLAGE WAY
ASSESSORS 37-200

EXISTING DWELLING #4

S 54°09'15" W 383.47'

N 42°14'45" W 83.42'

V.G.C. V.B.B. G.V. W D S CB DMH SMH U.P.

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:38:33 -05'00'

PLAN SCALE: 1"=20'
0' 20' 40' 80'

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
EXISTING CONDITIONS PRELIMINARY SITE PLAN
OF LAND IN MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

C-2

D127-01

LEGACY ENGINEERING

w/f JOSEPH H. KETELTAS
49-51 POUND STREET
ASSESSORS 43-085

w/f NANCEY C. CALLACHAN
49-R POUND STREET
ASSESSORS 43-086

w/f DENNIS P. DOWLING
47-B POUND STREET
ASSESSORS 43-087

w/f RICHARD C. SAURO
47-A POUND STREET
ASSESSORS 43-088

w/f MARC P. FREEDGOOD
45 POUND STREET
ASSESSORS 43-089

w/f XUELI ZHANG
37 POUND STREET
ASSESSORS 43-082

SANDERS WAY

POUND (PUBLIC - 40' WIDE) STREET

ZONE LINE R-S / R-U

V.B.B.

V.G.C.

EXISTING EVERGREEN TREES TO REMAIN

CURB CUTS

APPROXIMATE LOCATION OF FREESTANDING SIGN <50 S.F. PER SIDE (TYP. OF 2)

CONCRETE SIDEWALK & BRICK STRIP

N 54°39'32" E 314.01'

STONE LANDSCAPE WALL WITH POST AND RAIL FENCE ON TOP (ALONG FRONTAGE)

S 35°20'28" E 242.16'

130±

90.5'

11.8'

EXISTING OFFICE

EXISTING WALKWAY

EXISTING SENIOR HOUSING BUILDING 6

EXISTING SENIOR HOUSING BUILDING 1

EXISTING SENIOR HOUSING BUILDING 2

EXISTING DRIVEWAY

EXISTING DWELLING #58

EXISTING SHED

w/f KAREN N. STEFANEY
58 POUND STREET
ASSESSORS 37-136

N 34°43'47" W 255.60'

PROPOSED 8' PRIVACY FENCE

200±

ZONE LINE

R-U / R-S

EXISTING GARAGE

w/f MICHAEL J. KELLY
66 SOUTH STREET
ASSESSORS 37-193

PROPOSED 8' PRIVACY FENCE

EXISTING DWELLING #66

175±

w/f KATHRYN A. LAWLESS
4 VILLAGE WAY
ASSESSORS 37-200

195±

N 42°14'45" W 81.42'

EXISTING DWELLING #4

EXTEND FOOTPATH TO SCHOOL PARKING AREA

4' WIDE STONE DUST FOOTPATH

EXISTING 20' DRAIN EASEMENT

LANDSCAPE AREA

2 PARK.

7 PARKING SPACES

SNOW STORAGE

35.2'

SIGN

24' BIT. DRIVEWAY

C.C.B.

28.4'

24' BIT. PARKING AISLE

LANDSCAPE ISLAND

7 FUTURE PARKING SPACES

9 PARKING SPACES

V.C.C.

5.5' CONCRETE SIDEWALK

5 PARKING SPACES

5' CONCRETE SIDEWALK

CURB CUT

48.4'

25.4'

2ND/3RD STORY

PROPOSED LOT LINE

21.2'

BENCH

MAINTENANCE OVERHEAD DOOR

202.8' (TO BOTTOM OF THREE-STORY ELEVATION)

118.6' (TO BOTTOM OF THREE-STORY ELEVATION)

FUTURE LOT 1A
TOTAL AREA: 109,700 S.F.±
2.5 ACRES±

PROPOSED THREE-STORY BUILDING
45 APARTMENTS
50,670 S.F.±

3RD STORY

185'±

29.9'

92.0'

24' BITUMINOUS DRIVEWAY

5 FUTURE PARK. SP.

5.5' CONC. SIDEWALK

PATIO

8' CONCRETE SIDEWALK

RELOCATE EXISTING SHED

5.5' CONC. SIDEWALK

EXISTING MAINT. BLDG.

39.1'

11.7'

S 86°28'58" E 30.63'

N 54°09'15" E 50.00'

S 35°50'45" E 54.36'

STORMWATER BASIN #2

25.1'

LANDSCAPE AREA

8' CONCRETE SIDEWALK

5' CONCRETE WALK

6 PARKING SPACES

4 PARK. SP.

24' BITUMINOUS PARKING AISLE

MOUNTABLE CURB (C.C.B.)

11 PARKING SPACES

4 PARK. SPACES

34.1'

20.0'

STORMWATER BASIN #1

31.9'

S 54°09'15" W 383.47'

ZONE LINE

R-U / R-S

EXISTING TOT LOT TO BE RELOCATED

EMERGENCY ACCESS

CURB CUT

PICNIC TABLE PATIO

SCHOOL PARKING SPACES

w/f TOWN OF MEDFIELD
POUND STREET
ASSESSORS 38-001

SCHOOL DRIVEWAY

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:38:04 -05'00'

PLAN SCALE: 1"=20'

0' 20' 40' 80'

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
LAYOUT SHEET
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

LAYOUT NOTES
1. ALL PARKING SPACES SHALL BE 9' WIDE x 18' DEEP EXCEPT HANDICAP SPACES, WHICH SHALL BE 8' WIDE (EXCLUSIVE OF ADJACENT ACCESS AISLE). ALL HANDICAP ACCESS AISLES ADJACENT TO HANDICAP PARKING SPACES SHALL BE 18' DEEP AND 8' WIDE (VAN ACCESSIBLE).
2. DECIDUOUS TREES TO BE A MIXTURES OF LARGER SPECIES (MIN. 2" CALIPER) AND ORNAMENTAL VARIETIES.
3. TREES ALONG THE SOUTHWEST SITE BOUNDARY AND POUND STREET ARE TO BE PRESERVED WHERE POSSIBLE. NEW SCREENING TREES ARE TO BE PLANTED WHERE NEEDED.
4. LANDSCAPE AREAS TO CONSIST OF A VARIETY OF MULCHED PLANTING BEDS AND LAWN AREAS. PLANTING BEDS ARE SHOWN IN A GENERAL MANNER.

SNOW STORAGE NOTES
1. SNOW MAY BE LEFT IN REASONABLY SIZED WINDROWS ALONG THE EDGE OF DRIVEWAYS AND PARKING AREAS. SUCH WINDROWS SHALL NOT INTERFERE WITH PARKING.
2. SNOW MAY BE PILED IN THE VARIOUS SNOW STORAGE AREAS SHOWN HEREON.
3. SNOW ACCUMULATION MAY NOT INTERFERE WITH PARKING OR TURNING MOVEMENTS AT INTERSECTIONS.
4. AT SUCH TIME AS SNOW ACCUMULATIONS EXCEED THE CAPACITY OF ON-SITE STORAGE AREAS, SUCH EXCESS SNOW SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE, LOCAL AND FEDERAL LAWS AND REGULATIONS.

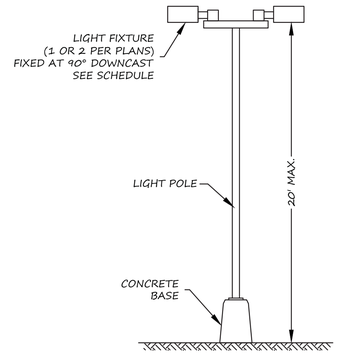
730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

C-3

D127-01

LEGACY ENGINEERING





TYPICAL LIGHT POLE DETAIL

NOT TO SCALE

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

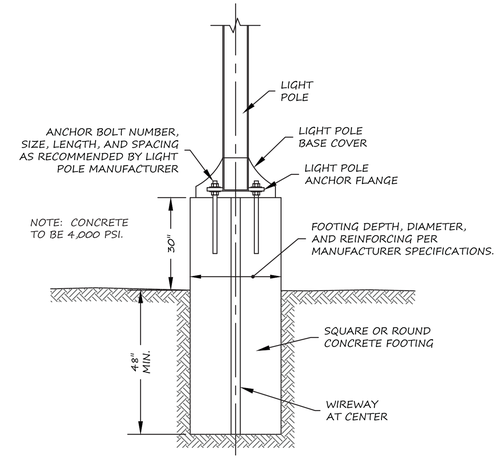
APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

LUMINAIRE SCHEDULE

CALLOUT	ILLUMINATION TYPLE	MOUNT STYLE	MOUNT HEIGHT	MODEL NUMBER	QUANTITY
○—□	(6) SIX WHITE MULTI-CHIP LEDS	POLE SINGLE FIXTURE	12'	RAB LIGHTING ALED4T105Y (TYPE IV)	18
⊢○	(6) SIX WHITE MULTI-CHIP LEDS	WALL SINGLE FIXUTRE	9'	RAB LIGHTING INC., WPLED4T50Y (TYPE IV)	8



CONCRETE LIGHT POLE BASE DETAIL

NOT TO SCALE

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:37:36 -05'00'

PLAN SCALE: 1"=20'

0' 20' 40' 80'

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
LIGHTING SHEET
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

C-4

D127-01

LEGACY ENGINEERING

w/f JOSEPH H. KETELTAS
49-51 POUND STREET
ASSESSORS 43-085

w/f NANCEY C. CALLACHAN
49-R POUND STREET
ASSESSORS 43-086

w/f DENNIS P. DOWLING
47-B POUND STREET
ASSESSORS 43-087

w/f RICHARD C. SAURO
47-A POUND STREET
ASSESSORS 43-088

w/f MARC P. FREEDGOOD
45 POUND STREET
ASSESSORS 43-089

w/f XUELI ZHANG
37 POUND STREET
ASSESSORS 43-082

POUND (PUBLIC - 40' WIDE) STREET

ZONE LINE R-S / R-U

CONCRETE SIDEWALK & BRICK STRIP

w/f KAREN N. STEFANEY
58 POUND STREET
ASSESSORS 37-136

w/f MICHAEL J. KELLY
66 SOUTH STREET
ASSESSORS 37-193

w/f KATHRYN A. LAWLESS
4 VILLAGE WAY
ASSESSORS 37-200

w/f TOWN OF MEDFIELD
POUND STREET
ASSESSORS 38-001

EXISTING DWELLING #58
EXISTING DRIVEWAY
EXISTING GARAGE
EXISTING DWELLING #66
EXISTING DWELLING #4
EXISTING SHED

EXISTING 20' DRAIN EASEMENT

6" SDR35 SEWER SERVICE, S=0.02±

PROSPECTIVE TRANFORMER PAD LOC'N

D.I. DOMESTIC WATER SERVICE
D.I. FIRE SERVICE
ELECTRIC SERVICE
GAS SERVICE

RIDGE LINE

DMH#1
R=178.8
I(IN)=173.70
I(OUT)=176.00

DMH#2
R=177.8
I(IN)=175.30
I(OUT)=174.00

FIRST DEFENSE STORMWATER TREATMENT UNIT
R=177.2
I=174.1

FIRST DEFENSE STORMWATER TREATMENT UNIT
R=176.6
I=173.8

UNDERGROUND INFILTRATION FIELD #1
BOT. ELEV=173.2
I=173.7

UNDERGROUND INFILTRATION FIELD #2
BOT. ELEV=173.1
I=173.6

FIRST DEFENSE UNIT
R=176.70
I=174.10

AREA DRAIN
R=177.7
I=174.5

AREA DRAIN
R=177.7
I=175.23

AREA DRAIN
R=177.7
I(IN)=174.93
I(OUT)=174.88

AREA DRAIN
R=177.7
I(IN)=174.64
I(OUT)=174.59

AREA DRAIN
R=177.7
I(IN)=174.35
I(OUT)=174.30

AREA DRAIN
R=177.7
I(IN)=174.55
I(OUT)=174.50

AREA DRAIN
R=177.7
I=174.85

AREA DRAIN
R=177.6
I=174.10

ROOF DRAIN

RAISE EXISTING DMH RIM TO PROPOSED GRADE

PROPOSED THREE-STORY BUILDING
45 APARTMENTS
50,670 S.F.±
SLAB=178.7

RETAINING WALL
TOP ELEV.=180.5±
BOT. ELEV.=177.9

RETAINING WALL
TOP ELEV.=177.8
BOT. ELEV.=174.0-177.0
3.8' MAX WALL HEIGHT

RETAINING WALL
TOP ELEV.=180.0
BOT. ELEV.=176.0
2' MAX WALL HEIGHT

RETAINING WALL
TOP ELEV.=182.0
BOT. ELEV.=178.0-180.0
4' MAX WALL HEIGHT

STORMWATER INFILTRATION BASIN #1

STORMWATER INFILTRATION BASIN #2

10' LEVEL SPREADER

PROPOSED EMERGENCY ACCESS LANE

PAINT TABLE PATIA

SCHOOL PARKING SPACES

SCHOOL DRIVEWAY

EXISTING OFFICE

EXISTING SENIOR HOUSING BUILDING 1

EXISTING SENIOR HOUSING BUILDING 2

EXISTING SENIOR HOUSING BUILDING 6

EXISTING MAINT. BLDG.

EXISTING WALKWAY

SANDERS WAY

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
ZONE II

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:37:13 -05'00'

PLAN SCALE: 1"=20'

0' 20' 40' 80'

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
GRADING & UTILITIES
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

UTILITY NOTES:

1. DOMESTIC WATER SERVICE SHALL BE TYPE K COPPER IN ACCORDANCE WITH THE REQUIREMENTS OF THE SEWER AND WATER DEPARTMENT. THE PROJECT ARCHITECT SHALL VERIFY THE DOMESTIC, IRRIGATION AND FIRE WATER SERVICE PIPE SIZE REQUIREMENTS FOR THE BUILDINGS.
2. SEWER SERVICE SHALL BE 6-INCH SDR35 PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MEDFIELD SEWER AND WATER DEPARTMENT. CLEANOUTS SHALL BE POSITIONED IN LANDSCAPE AREAS.
3. DRAINAGE PIPING SHALL BE HDPE RATED FOR H20 LOADING. (ADS N12 OR EQUAL)
4. THE ELECTRIC COMPANY SHALL DETERMINE THE FINAL LOCATION AND DESIGN OF THE ELECTRIC SERVICE AND TRANSFORMER (IF NEEDED). CONDUITS TO PROPOSED LIGHT POLES SHALL BE DESIGNED BY THE ARCHITECT.

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

C-5

D127-01

LEGACY ENGINEERING

PLAN REFERENCES
1. PLAN BOOK 247 NO. 916 OF 1974

DEED REFERENCES
1. BOOK 5087 PAGE 299

GENERAL NOTES
1. "ZONING LOT AREA" REFERENCES THE MEDFIELD ZONING BYLAW'S DEFINITION OF "MINIMIMUM LOT AREA" PER THE FIRST ASTERISK FOOTNOTE OF THE TABLE IN SECTION 6.2, AND EXCLUDES WETLANDS, FLOOD PLAIN DISTRICT, WATERSHED PROTECTION DISTRICT, AND STORMWATER DETENTION AND RETENTION BASINS IN ACCORDANCE WITH THE BYLAW.

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

I CERTIFY THAT THIS SURVEY AND PLAN CONFORM TO THE ETHICAL, PROCEDURAL AND TECHNICAL STANDARDS OF THE COMMONWEALTH OF MASSACHUSETTS.

REGISTERED LAND SURVEYOR DATE

BEING A SUBDIVISION OF LOT 1 AS SHOWN ON PLAN REFERENCE NO. 1, INTO LOTS 1A AND 1B AS DEPICTED HEREON.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED:

DATE:

MEDFIELD ZONING BOARD OF APPEALS
MEDFIELD PERMIT GRANTING AUTHORITY
UNDER M.G.L. CHAPTER 40B

FOR REGISTRY USE

w/f RICHARD C. SAURO
47-A POUND STREET
ASSESSORS 43-088

w/f NANCEY C. CALLACHAN
49-R POUND STREET
ASSESSORS 43-086

w/f MARC P. FREEDGOOD
45 POUND STREET
ASSESSORS 43-089

w/f JOSEPH H. KETELTAS
49-S1 POUND STREET
ASSESSORS 43-085

w/f DENNIS P. DOWLING
47-B POUND STREET
ASSESSORS 43-087

w/f XUELI ZHANG
37 POUND STREET
ASSESSORS 43-082

SANDERS WAY
(PUBLIC - 40' WIDE)

w/f JAMES P. NASH
35 POUND STREET
ASSESSORS 43-078

w/f EDITH S. OTOOLE
33 POUND STREET
ASSESSORS 43-090

w/f IRENE L. OTOOLE
31 POUND STREET
ASSESSORS 43-091

w/f GERALDINE M. FERREIRA
29 POUND STREET
ASSESSORS 43-092

w/f DONALD C. JOHNSON
27 POUND STREET
ASSESSORS 43-093

POUND (PUBLIC - 40' WIDE) STREET

ZONE LINE R-S / R-U

N 54°39'32" E 735.00'

314.01'

432.00'

L=39.27'
R=25.00'

EXISTING 20' WIDE DRAINAGE EASEMENT

ZONE LINE R-S / R-U

N 34°43'47" W 255'±

w/f KAREN N. STEFANEY
58 POUND STREET
ASSESSORS 37-136

w/f MICHAEL J. KELLY
66 SOUTH STREET
ASSESSORS 37-193

w/f KATHRYN A. LAWLESS
4 VILLAGE WAY
ASSESSORS 37-200

N 42°24'45" W
81.42'

11.8'

27.1'

S 35°20'28" E

EXISTING BUILDING

EXISTING DRIVEWAY

PROPOSED LOT LINE

21.0'

262.96'

11.7'

EX. BLDG.

S 86°28'58" E
30.63'

S 54°09'15" E
50.00'

S 35°50'45" E
54.36'

383.47'

S 54°09'15" W

802.97'

ZONE LINE R-U / R-S

419.50'

LOT 1A
TOTAL LOT AREA:
109,700 S.F.±
2.5 ACRES±
ZONING LOT AREA:
103,300 S.F.±
2.4 ACRES±

LOT 1B
TOTAL LOT AREA:
160,000 S.F.±
3.7 ACRES±
ZONING LOT AREA:
160,000 S.F.±
3.7 ACRES±

EXISTING BUILDING

EXISTING DRIVEWAY

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

EXISTING DRIVEWAY

PARKING AREA

EXISTING BUILDING

EXISTING DRIVEWAY

EXISTING BUILDING

PARKING AREA

EXISTING BUILDING

30.0'

N 35°20'28" E 304.34'

87.8'

149.9'

w/f TOWN OF MEDFIELD
POUND STREET
ASSESSORS 38-001

w/f TOWN OF MEDFIELD
POUND STREET
ASSESSORS 38-001

PLAN SCALE: 1"=30'

0' 30' 60' 120'

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

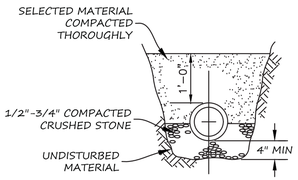
THE ROSEBAY AT MEDFIELD
PROSPECTIVE A.N.R.
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

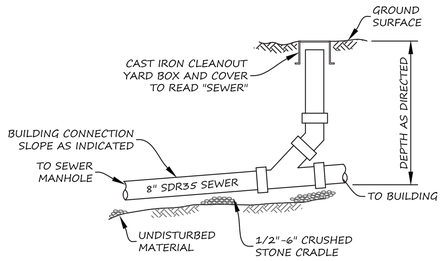
C-6

D127-01

LEGACY ENGINEERING



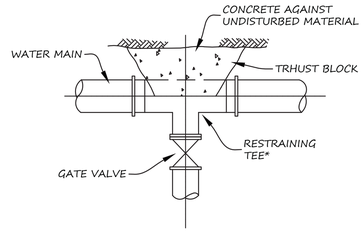
SECTION B-B



SECTION

TYPICAL BUILDING SEWER CONNECTION

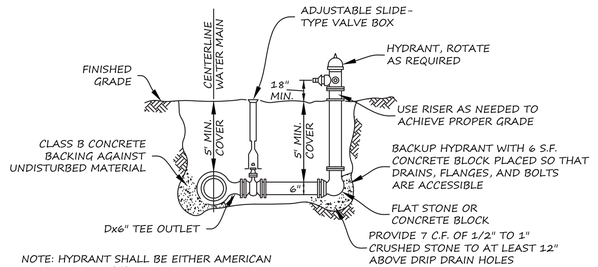
NOT TO SCALE



NOTE: MECHANICAL JOINT RESTRAINT SYSTEMS SUCH AS "MEGALUG" MAY BE USED SUBJECT TO APPROVAL BY THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DEPT.

TYPICAL LATERAL GATE VALVE CONNECTION DETAILS

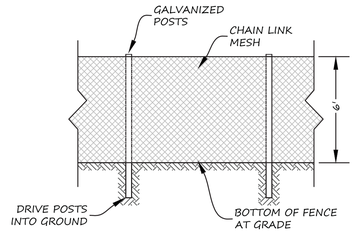
NOT TO SCALE



NOTE: HYDRANT SHALL BE EITHER AMERICAN B62B, A.P. SMITH H-205, MEULLER SUPER CENTURIAN 250, OR APPROVED EQUAL

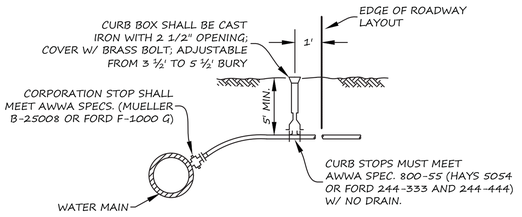
TYPICAL HYDRANT ASSEMBLY DETAIL

NOT TO SCALE



CONSTRUCTION CHAIN LINK FENCE DETAIL

NOT TO SCALE

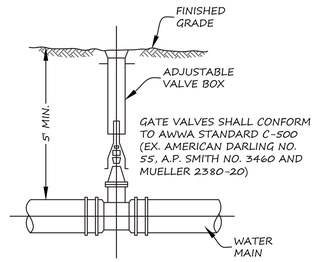


NOTES:

1. COPPER TUBING SHALL MEET AWWA SPEC. 76-CR TYPE K OR FEDERAL SPEC. WWT-799 TYPE K.
2. 1 1/2-INCH AND LARGER SERVICES SHALL BE INSTALLED WITH A SADDLE.

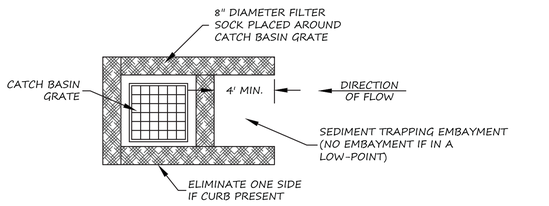
TYPICAL WATER SERVICE CONNECTION

NOT TO SCALE



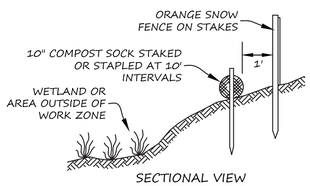
TYPICAL GATE VALVE

NOT TO SCALE



INLET PROTECTION DETAIL

NOT TO SCALE

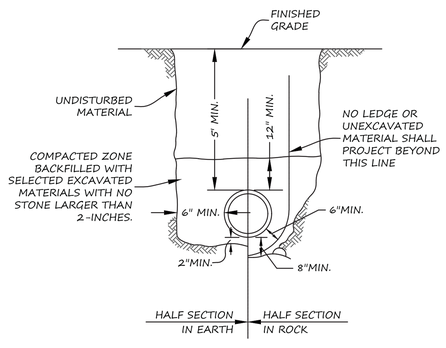


SECTIONAL VIEW

NOTE: NON-BIODEGRADABLE SOCK SHELL FILLED WITH COMPOST MEDIA. JOINTS SHALL BE OVERLAPPED BY AT LEAST TWO FEET. ORANGE SNOW FENCE IS ONLY NEEDED IF THERE IS EVIDENCE OF THE COMPOST SOCK BEING BURIED BY CONSTRUCTION ACTIVITIES.

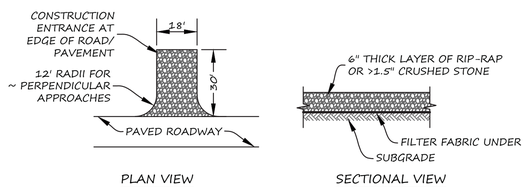
EROSION CONTROL DETAIL (COMPOST SOCK)

NOT TO SCALE



WATER MAIN TRENCH DETAIL

NOT TO SCALE



PLAN VIEW SECTIONAL VIEW

NOTES:

1. ENTRANCE SHALL BE INSTALLED BEFORE ANY EXCAVATION WORK OCCURS ON-SITE.
2. ENTRANCE SHALL BE MAINTAINED IN GOOD CONTITION UNTIL A PAVED DRIVEWAY IS INSTALLED. REPLACE ENTRANCE IF FILLED WITH SOILS OR IF SOILS ARE BEING TRACKED ONTO ADJACENT ROADWAYS.

CONSTRUCTION ENTRANCE DETAIL

NOT TO SCALE

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:36:50 -05'00'

PLAN SCALE: NOT TO SCALE

PLAN DATE: DECEMBER 17, 2018

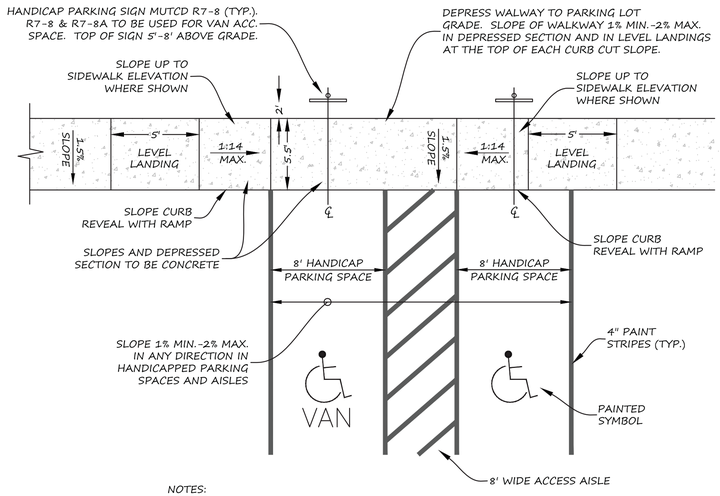
REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
DETAILS
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

LEGACY ENGINEERING

D127-01

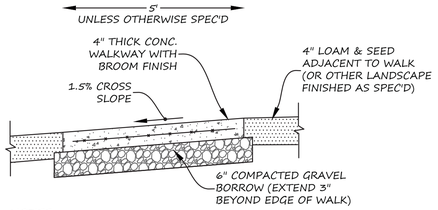


NOTES:

1. REFER TO THE LAYOUT PLAN FOR THE LOCATION, LAYOUT, AND NUMBER OF HANDICAP PARKING SPACES IN RELATION TO ADJOINING WALKWAYS.
2. HANDICAP PARKING SPACES AND ACCESSIBLE ROUTES (CURB CUTS, RAMPS, WALKWAYS, ETC...) SHALL BE IN ACCORDANCE WITH 521 CMR.

TYPICAL HANDICAP PARKING DETAIL

(NO SCALE)

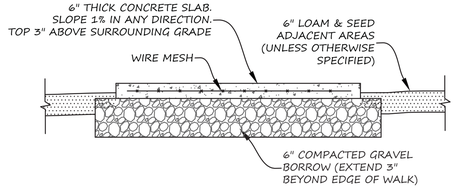


NOTES:

1. ALL ASPECTS OF WALKWAY/SIDEWALK CONSTRUCTION SHALL BE IN FULL COMPLIANCE WITH 521 CMR.
2. 4,000 PSI CONCRETE MIX
3. PROVIDE CONTROL JOINTS EVERY 5' MIN.
4. PROVIDE PREMOLDED JOINT FILL EVERY 30' MIN.
5. PROVIDE 6x6 W1.4 x W1.4 - WELDED WIRE REINFORCEMENT MESH AT MIDDLE OF SLAB THICKNESS.

CEMENT CONCRETE WALK/SIDEWALK

(NO SCALE)

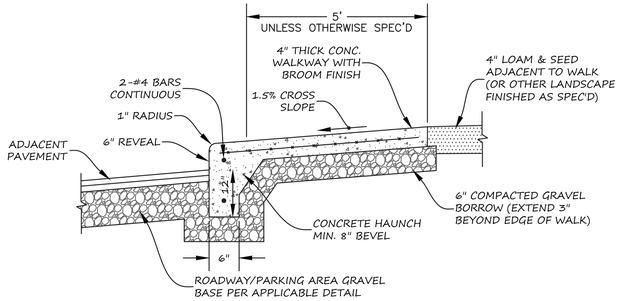


NOTES:

1. CONCRETE PADS SHALL BE INSTALLED IN ACCORDANCE WITH THE ARCHITECTURAL AND STRUCTURAL DRAWINGS WHERE SPECIFIED.
2. MISCELLANEOUS NON-SPECIFIED CONCRETE PADS SHALL BE INSTALLED PER THIS DETAIL.
3. 4,000 PSI CONCRETE MIX
4. PROVIDE 6x6 w1.4 x W1.4 - WELDED WIRE REINFORCEMENT MESH AT MIDDLE OF SLAB THICKNESS

MISC. CONCRETE PAD DETAIL

(NO SCALE)

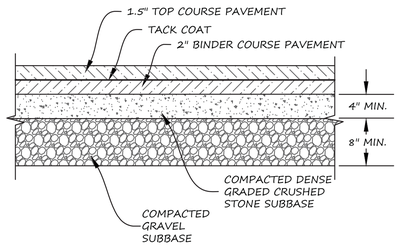


NOTES:

1. FOLLOW THIS DETAIL WHEREVER A CONCRETE SIDEWALK IS IMMEDIATELY ADJACENT TO A CURB.
2. ALL ASPECTS OF WALKWAY/SIDEWALK CONSTRUCTION SHALL BE IN FULL COMPLIANCE WITH 521 CMR.
3. PROVIDE CONTROL JOINTS EVERY 5' MIN.
4. PROVIDE PREMOLDED JOINT FILL EVERY 30' MIN.
5. PROVIDE 6x6 W1.4 x W1.4 - WELDED WIRE REINFORCEMENT MESH AT MIDDLE OF SLAB THICKNESS.

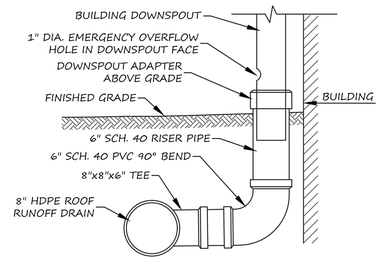
CONCRETE SIDEWALK WITH INTEGRAL CURB

(NO SCALE)



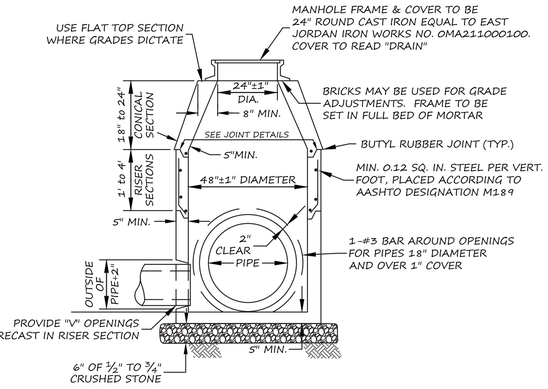
TYPICAL PARKING LOT PAVING SECTION

(NO SCALE)



ROOF DRAIN CONNECTION

NOT TO SCALE

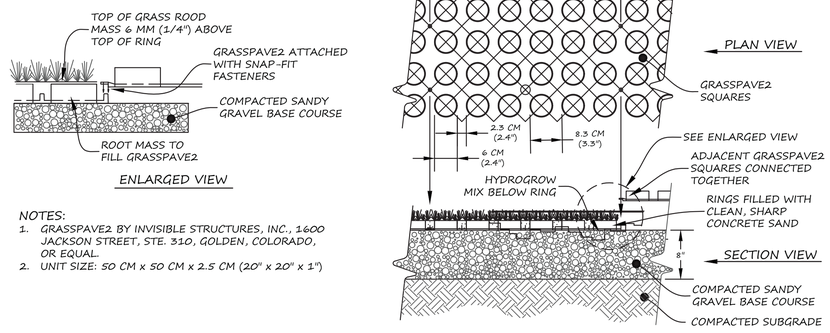


NOTES:

1. MANHOLE DIAMETER SHALL BE INCREASED IF NUMBER, SIZE, AND CONFIGURATION OF INLET/OUTLET PIPING NECESSITATES A LARGER MANHOLE DIAMETER.
2. SUBSTITUTE FRAME AND COVERS SHALL BE MADE IN USA AND SHALL BE APPROVED BY THE ENGINEERING DEPARTMENT OR PLANNING BOARD PRIOR TO CONSTRUCTION.

PRECAST CONCRETE MANHOLE

NOT TO SCALE



NOTES:

1. GRASSPAVE2 BY INVISIBLE STRUCTURES, INC., 1600 JACKSON STREET, STE. 310, GOLDEN, COLORADO, OR EQUAL.
2. UNIT SIZE: 50 CM x 50 CM x 2.5 CM (20" x 20" x 1")

REINFORCED TURF DETAIL

(NOT TO SCALE)

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:36:32 -05'00'

PLAN SCALE: NOT TO SCALE

PLAN DATE: DECEMBER 17, 2018

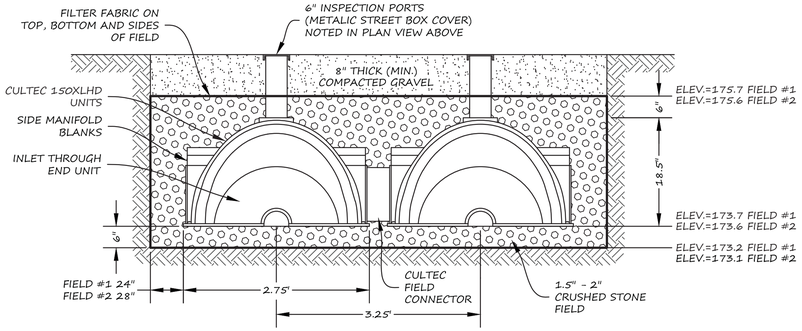
REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

THE ROSEBAY AT MEDFIELD
DETAILS
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

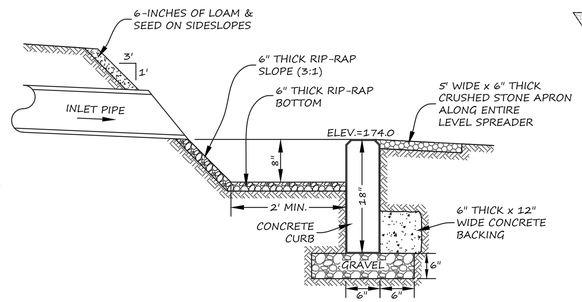
730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

LEGACY ENGINEERING

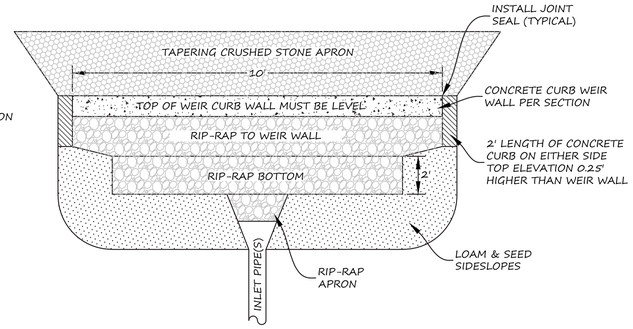
D127-01



SECTION THROUGH TYPICAL LEACHING FIELD



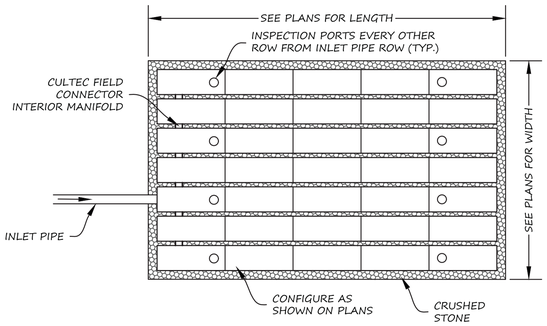
TYPICAL SECTIONAL VIEW



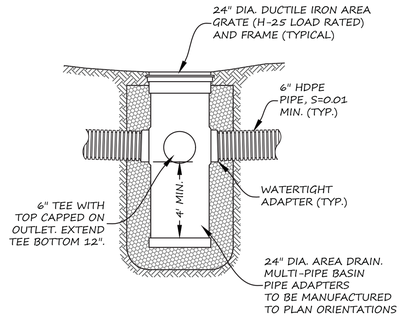
PLAN VIEW

LEVEL SPREADER DETAIL

NOT TO SCALE

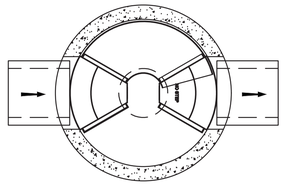


FIELD PLAN VIEW

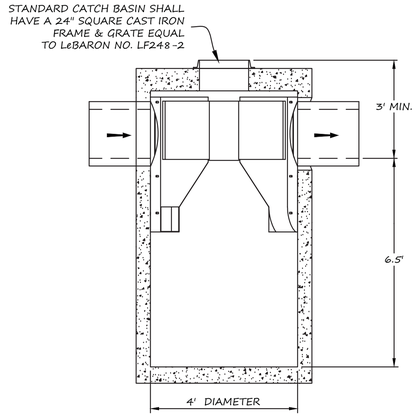


AREA DRAIN (A.D.) DETAIL

NOT TO SCALE



PLAN VIEW



PROFILE VIEW

FIRST DEFENSE (4' DIA. MODEL)

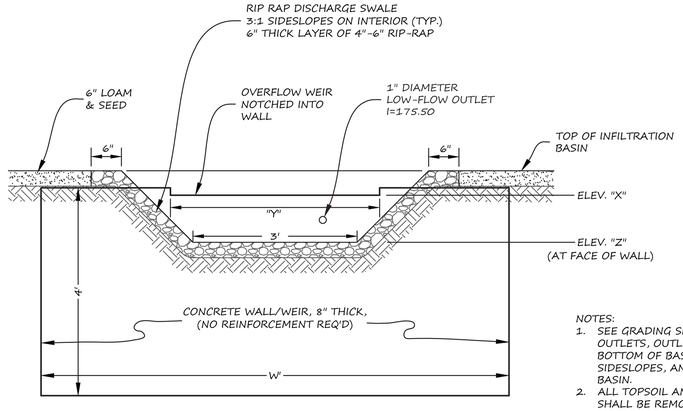
NOT TO SCALE

NOTES:

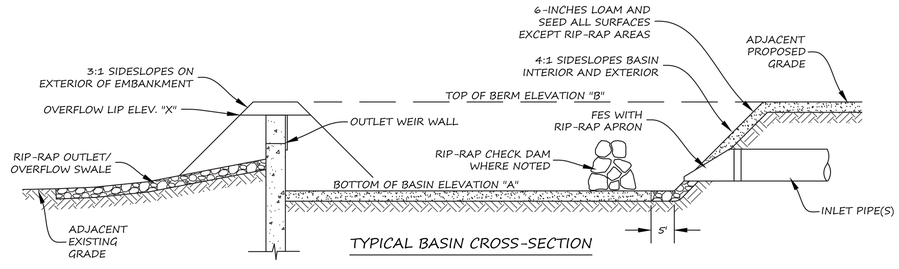
1. INFILTRATION TRENCH UNITS TO BE RECHARGER 150XLHD AS MANUFACTURED BY CULTEC, INC., 878 FEDERAL ROAD, BROOKFIELD, CT 06804, OR APPROVED EQUAL. APPROVED EQUALS MUST CONTAIN AT LEAST THE SAME TOTAL SYSTEM STORAGE VOLUME AND BOTTOM AREA.
2. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
3. TWO-TRENCH SYSTEM CROSS-SECTION SHOWN. MULTIPLE TRENCHES WOULD USE THE SAME EXTERIOR STONE THICKNESS AND INTERIOR CHAMBER SEPARATION VALUES.
4. INFILTRATION TRENCH UNITS SHALL BE ABLE TO WITHSTAND H-20 LOADINGS.

INFILTATION FIELD DETAIL

NOT TO SCALE



OUTLET WEIR AND RIP-RAP SWALE DETAIL



TYPICAL BASIN CROSS-SECTION

NOTES:

1. SEE GRADING SHEETS AND PROFILE SHEETS FOR SIZE OF INLETS AND OUTLETS, OUTLET STRUCTURE SPECIFICATIONS, ELEVATION OF BOTTOM OF BASIN, ELEVATION OF TOP OF BASIN, SLOPE OF SIDESLOPES, AND OTHER DIMENSIONAL REQUIREMENTS FOR EACH BASIN.
2. ALL TOPSOIL AND SUBSOIL BELOW THE BOTTOM OF THE BASIN SHALL BE REMOVED PRIOR TO BASIN CONSTRUCTION. FILL MATERIALS UNDER THE BASIN BOTTOM SHALL BE CLEAN GRAVEL. FILL FOR BERMS MAY BE SAND, LOAMY SAND OR SANDY LOAM. (TITLE V CLASSIFICATIONS).
3. BERM AREAS SHALL BE REMOVED OF ALL TOP AND SUB-SOIL AND OTHER UNSUITABLE SOILS. BERM CORE SHALL CONSIST OF ORDINARY BORROW INSTALLED IN 12-INCH LIFTS TO A MINIMUM 93% PROCTOR DENSITY.

SCHEDULE OF DIMENSIONS AND ELEVATIONS

	BASIN #1	BASIN #2
BOTTOM OF BASIN ELEVATION "A"	174.0	174.0
TOP OF BERM ELEVATION "B"	177.0	177.0
OUTLET WEIR WALL LENGTH "W"	12'	N/A
OVERFLOW ELEVATION "X"	176.0	N/A
OVERFLOW WIDTH "Y"	5.0'	N/A
RIP RAP SWALE OUTLET ELEV. "Z" (AT FACE OF WALL)	175.5	N/R

TYPICAL INFILTRATION BASIN CROSS-SECTION

NOT TO SCALE

OWNER
MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052

APPLICANT
ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090

ASSESSORS
MAP 43, PARCEL 77

ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT

COMMONWEALTH OF MASSACHUSETTS
DANIEL J. MERRIKIN
CIVIL
No. 43309
REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Daniel J. Merrikin, P.E.
Date: 2019.12.30 10:36:14 -05'00'

PLAN SCALE: NOT TO SCALE

PLAN DATE: DECEMBER 17, 2018

REVISION	DATE	BY
CHANGES PER TOWN COMMENTS	2019-03-29	DJM
UPDATED LANDSCAPING	2019-06-01	DJM
REVISED SITE LAYOUT	2019-12-26	DJM

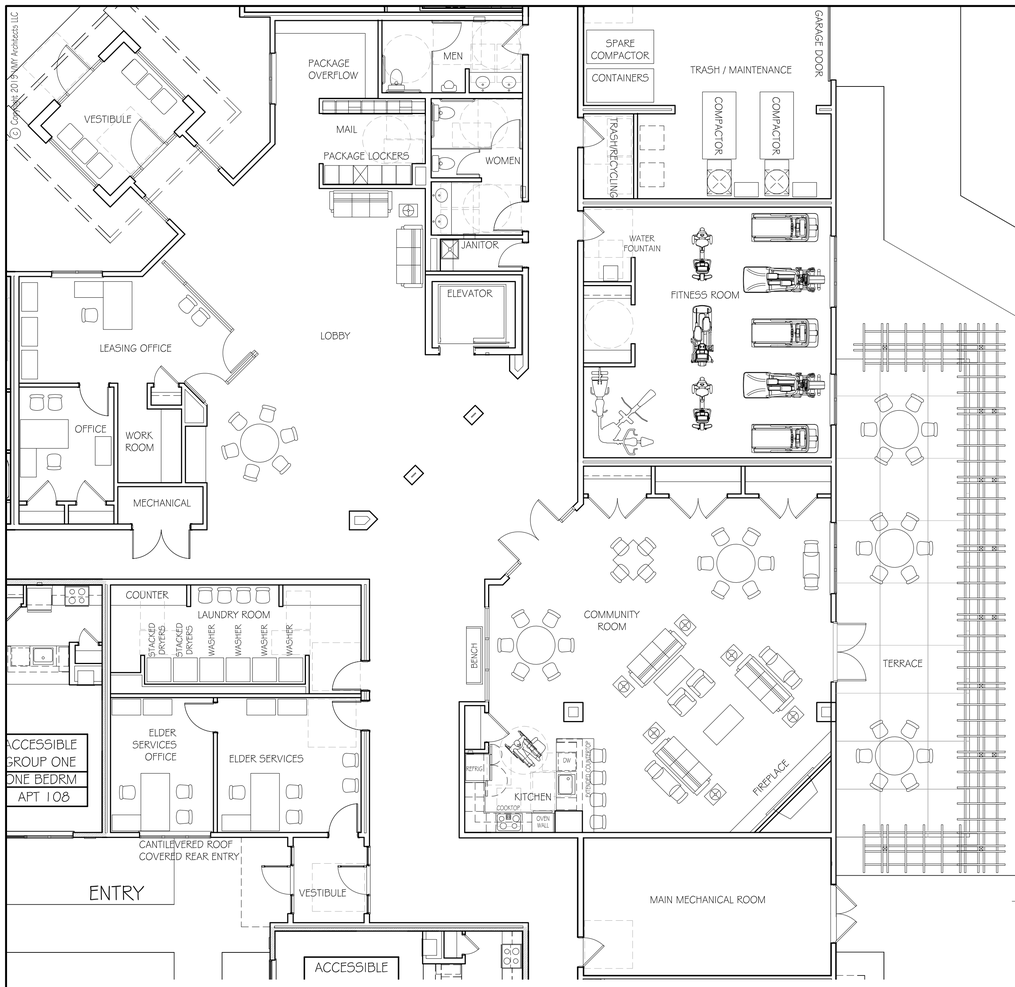
THE ROSEBAY AT MEDFIELD
DETAILS
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA

730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)

D127-01

LEGACY ENGINEERING

© Copyright 2019 VMY Architects LLC



4 FIRST FLOOR PUBLIC SPACES SCALE--3/16"=1'-0"
THE ROSEBAY AT MEDFIELD



COMMUNITY ROOMS IN
SIMILAR APARTMENT BUILDINGS



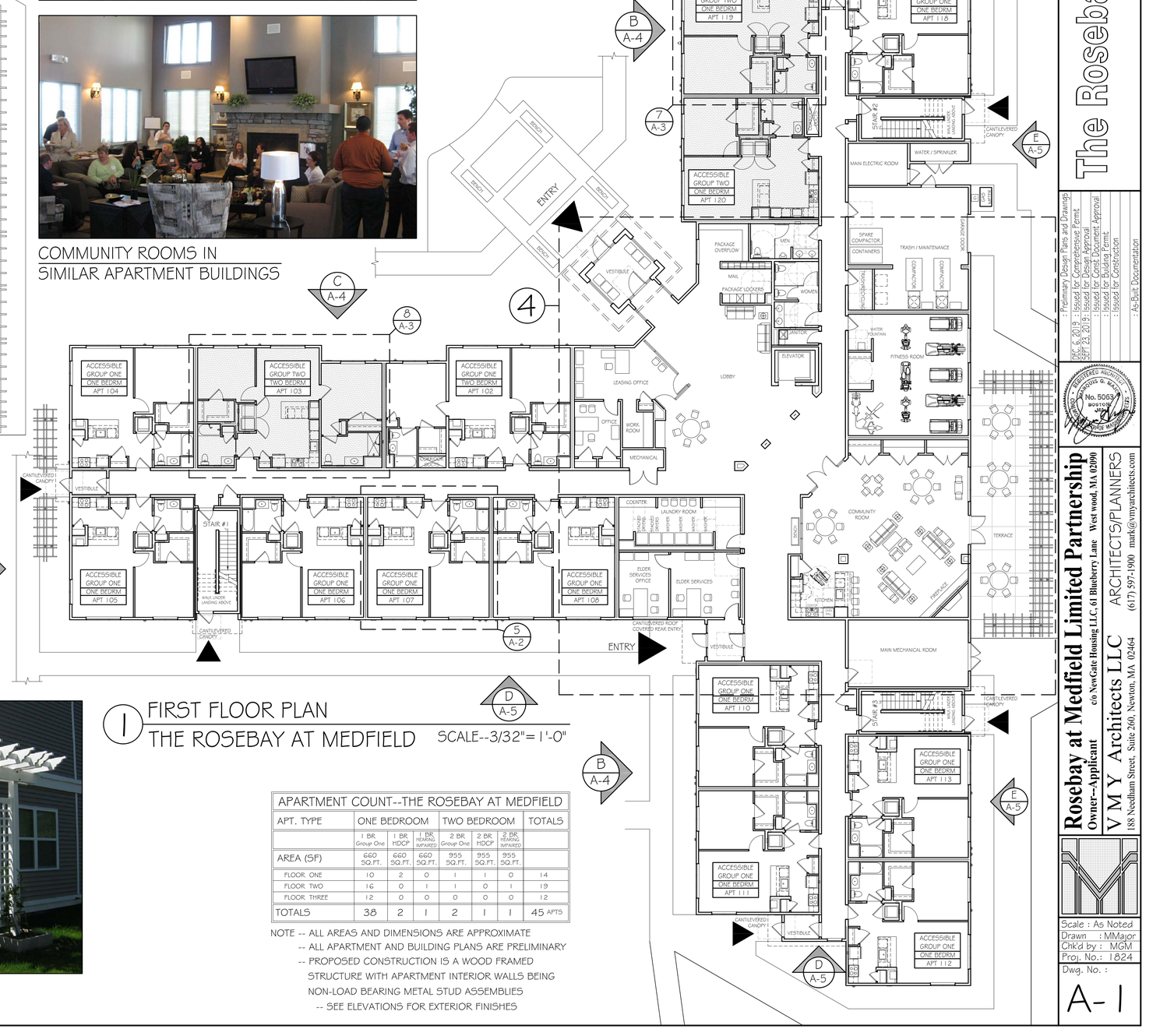
VINYL TRELLIS ASSEMBLIES AT
SIMILAR APARTMENT BUILDINGS



VINYL TRELLIS ASSEMBLIES AT
SIMILAR APARTMENT BUILDINGS

ACCESSIBILITY SYMBOLS LEGEND

- 6'" DIAMETER WHEELCHAIR TURNING CIRCLE
- 30" x 48" CLEAR FLOOR SPACE FOR EITHER FORWARD OR PARALLEL APPROACH
- 60" x 60" OR 48" x 60" CLEAR FLOOR SPACE AT APPROACH TO INTERIOR DOORS



1 FIRST FLOOR PLAN SCALE--3/32"=1'-0"
THE ROSEBAY AT MEDFIELD

APARTMENT COUNT--THE ROSEBAY AT MEDFIELD							
APT. TYPE	ONE BEDROOM			TWO BEDROOM			TOTALS
	1 BR Group One	1 BR HDCP	1 BR HEARING IMPAIRED	2 BR Group One	2 BR HDCP	2 BR HEARING IMPAIRED	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	0	14
FLOOR TWO	16	0	1	1	0	1	19
FLOOR THREE	12	0	0	0	0	0	12
TOTALS	38	2	1	2	1	1	45 APTS

NOTE -- ALL AREAS AND DIMENSIONS ARE APPROXIMATE
-- ALL APARTMENT AND BUILDING PLANS ARE PRELIMINARY
-- PROPOSED CONSTRUCTION IS A WOOD FRAMED STRUCTURE WITH APARTMENT INTERIOR WALLS BEING NON-LOAD BEARING METAL STUD ASSEMBLIES
-- SEE ELEVATIONS FOR EXTERIOR FINISHES

The Rosebay at Medfield

30 Pound Street, Medfield, Massachusetts

DEC. 6, 2019 : Preliminary Design Plans and Drawings
SEPT 23, 2019 : Issued for Comprehensive Permit
: Issued for Design Review Meeting
: Issued for Cond. Document Approval
: Issued for Building Permit
: Issued for Construction
: As-Built Documentation

REGISTERED ARCHITECT — MARCUS G. MAJOR — No. 5063 BOSTON MASSACHUSETTS

Rosebay at Medfield Limited Partnership
Owner--Applicant
c/o NewGate Housing LLC, 61 Blueberry Lane West wood, MA 02090

V M Y Architects LLC
ARCHITECTS/PLANNERS
188 Needham Street, Suite 260, Newton, MA 02464
(617) 597-1900 mark@vmyarchitects.com

Scale : As Noted
Drawn : MMajor
Chk'd by : MGM
Proj. No.: 1824
Dwg. No. :
A-1

© Copyright 2019 VMY Architects LLC



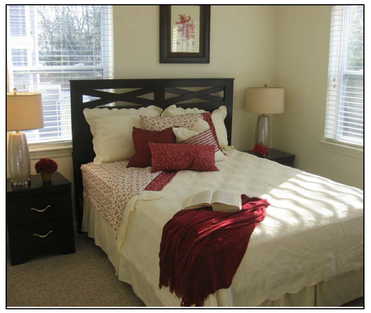
SIMILAR APARTMENT LIVING ROOM



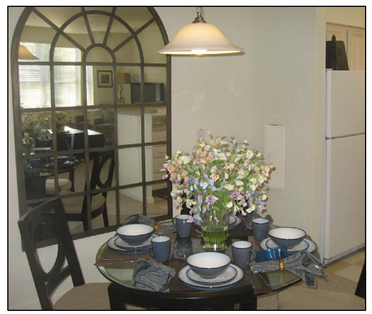
SIMILAR APARTMENT LIVING ROOM



SIMILAR APARTMENT OPEN KITCHEN



SIMILAR APARTMENT BEDROOM

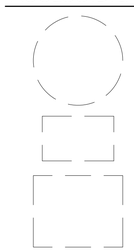


SIMILAR APARTMENT DINING AREA



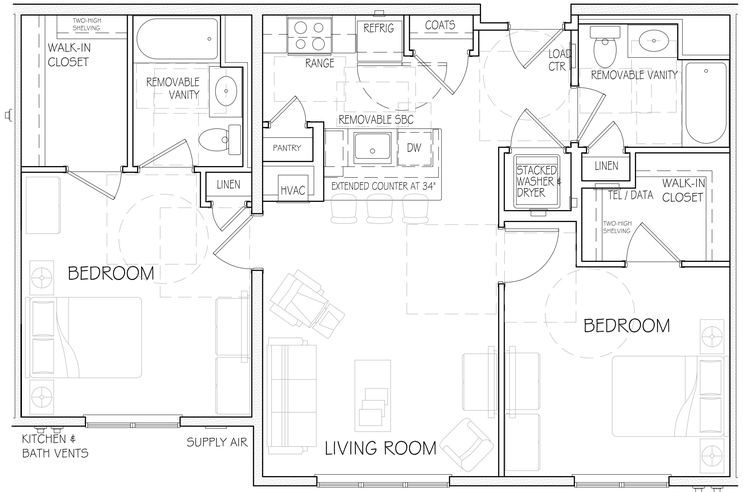
SIMILAR APARTMENT DINING AREA

ACCESSIBILITY SYMBOLS LEGEND



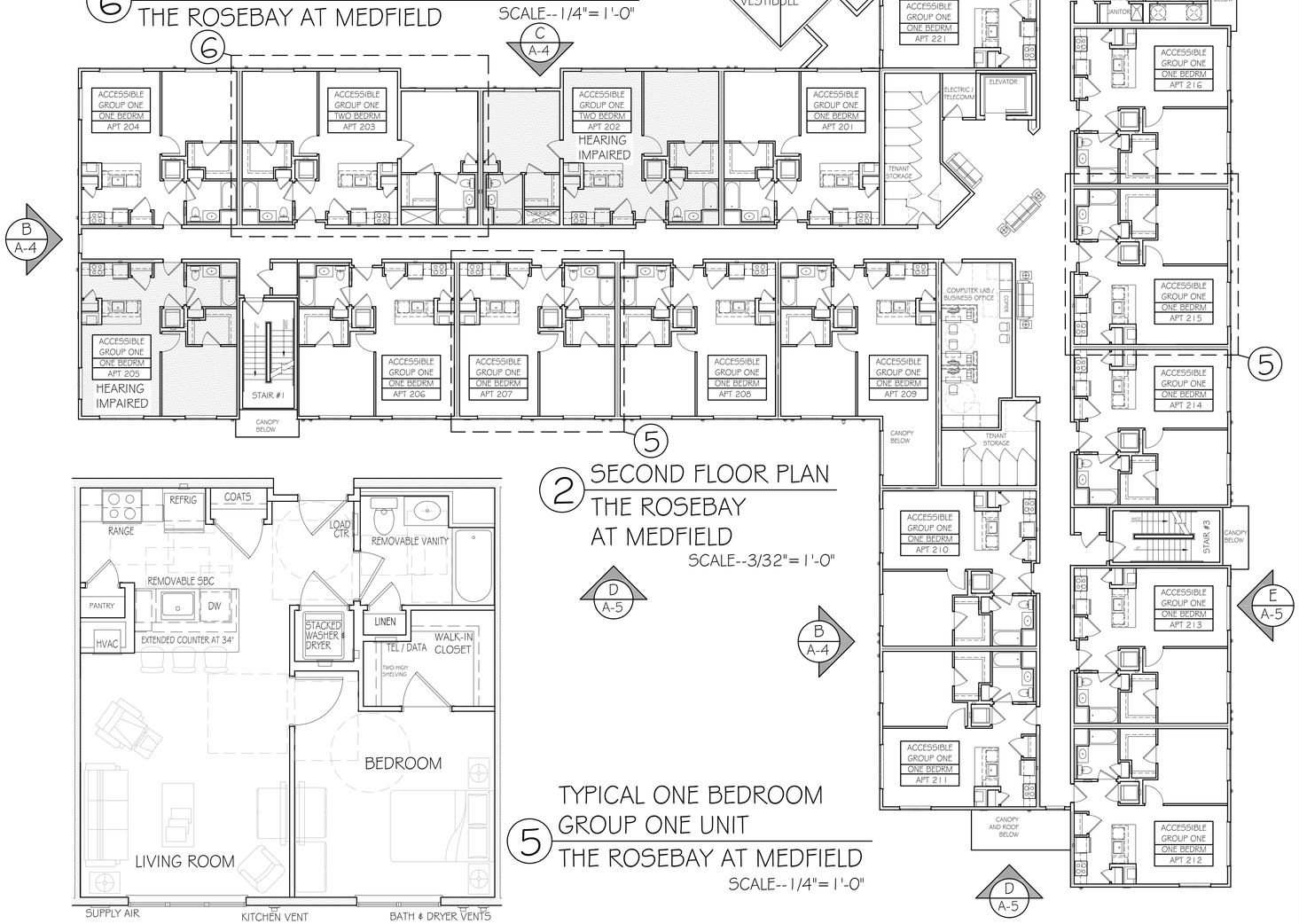
APARTMENT COUNT--THE ROSEBAY AT MEDFIELD							
APT. TYPE	ONE BEDROOM			TWO BEDROOM			TOTALS
	1 BR Group One	1 BR HDCP	1 BR HEARING IMPAIRED	2 BR Group One	2 BR HDCP	2 BR HEARING IMPAIRED	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	0	14
FLOOR TWO	16	0	1	1	0	1	19
FLOOR THREE	12	0	0	0	0	0	12
TOTALS	38	2	1	2	1	1	45 APTS

NOTE -- ALL AREAS AND DIMENSIONS ARE APPROXIMATE
-- ALL APARTMENT AND BUILDING PLANS ARE PRELIMINARY
-- PROPOSED CONSTRUCTION IS A WOOD FRAMED STRUCTURE WITH APARTMENT INTERIOR WALLS BEING NON-LOAD BEARING METAL STUD ASSEMBLIES
-- SEE ELEVATIONS FOR EXTERIOR FINISHES



6 TYPICAL TWO BEDROOM GROUP ONE UNIT
THE ROSEBAY AT MEDFIELD

SCALE--1/4"=1'-0"



2 SECOND FLOOR PLAN
THE ROSEBAY AT MEDFIELD

SCALE--3/32"=1'-0"

5 TYPICAL ONE BEDROOM GROUP ONE UNIT
THE ROSEBAY AT MEDFIELD

SCALE--1/4"=1'-0"

The Rosebay at Medfield

30 Pound Street, Medfield, Massachusetts

DEC. 6, 2019 : Preliminary Design Plans and Drawings
SEPT. 23, 2019 : Issued for Comprehensive Permit
: Issued for Revised Comprehensive Permit
: Issued for Cond. Document Approval
: Issued for Building Permit
: Issued for Construction
: As-Built Documentation

REGISTERED ARCHITECT — MARCUS G. MAJOR — No. 5063 — BOSTON — MASSACHUSETTS

Rosebay at Medfield Limited Partnership
Owner--Applicant
c/o NewGate Housing LLC, 61 Blueberry Lane West wood, MA 02090

V M Y Architects LLC
ARCHITECTS/PLANNERS
188 Needham Street, Suite 260, Newton, MA 02464
(617) 597-1900 mark@vmyarchitects.com

Scale : As Noted
Drawn : MMajor
Chk'd by : MGM
Proj. No.: 1824

Dwg. No. :
A-2

© Copyright 2019 VMY Architects LLC



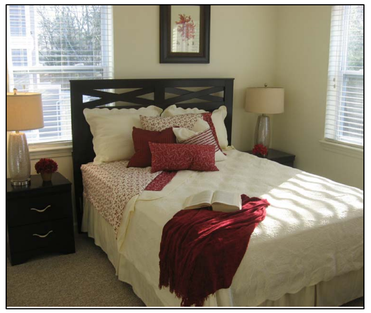
SIMILAR APARTMENT LIVING ROOM



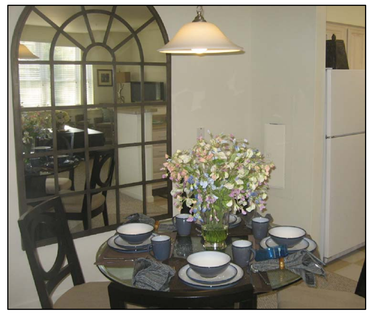
SIMILAR APARTMENT LIVING ROOM



SIMILAR APARTMENT OPEN KITCHEN



SIMILAR APARTMENT BEDROOM



SIMILAR APARTMENT DINING AREA



SIMILAR APARTMENT DINING AREA

ACCESSIBILITY SYMBOLS LEGEND

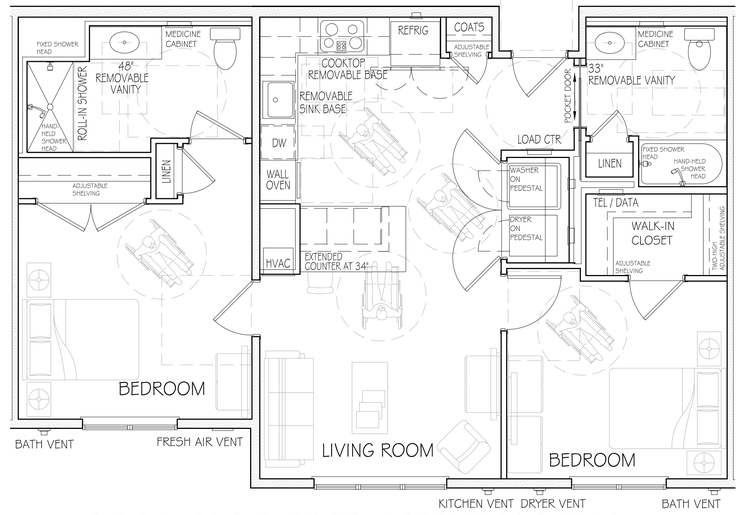
6''' DIAMETER WHEELCHAIR TURNING CIRCLE

30" x 48" CLEAR FLOOR SPACE FOR EITHER FORWARD OR PARALLEL APPROACH

60" x 60" OR 48" x 60" CLEAR FLOOR SPACE AT APPROACH TO INTERIOR DOORS

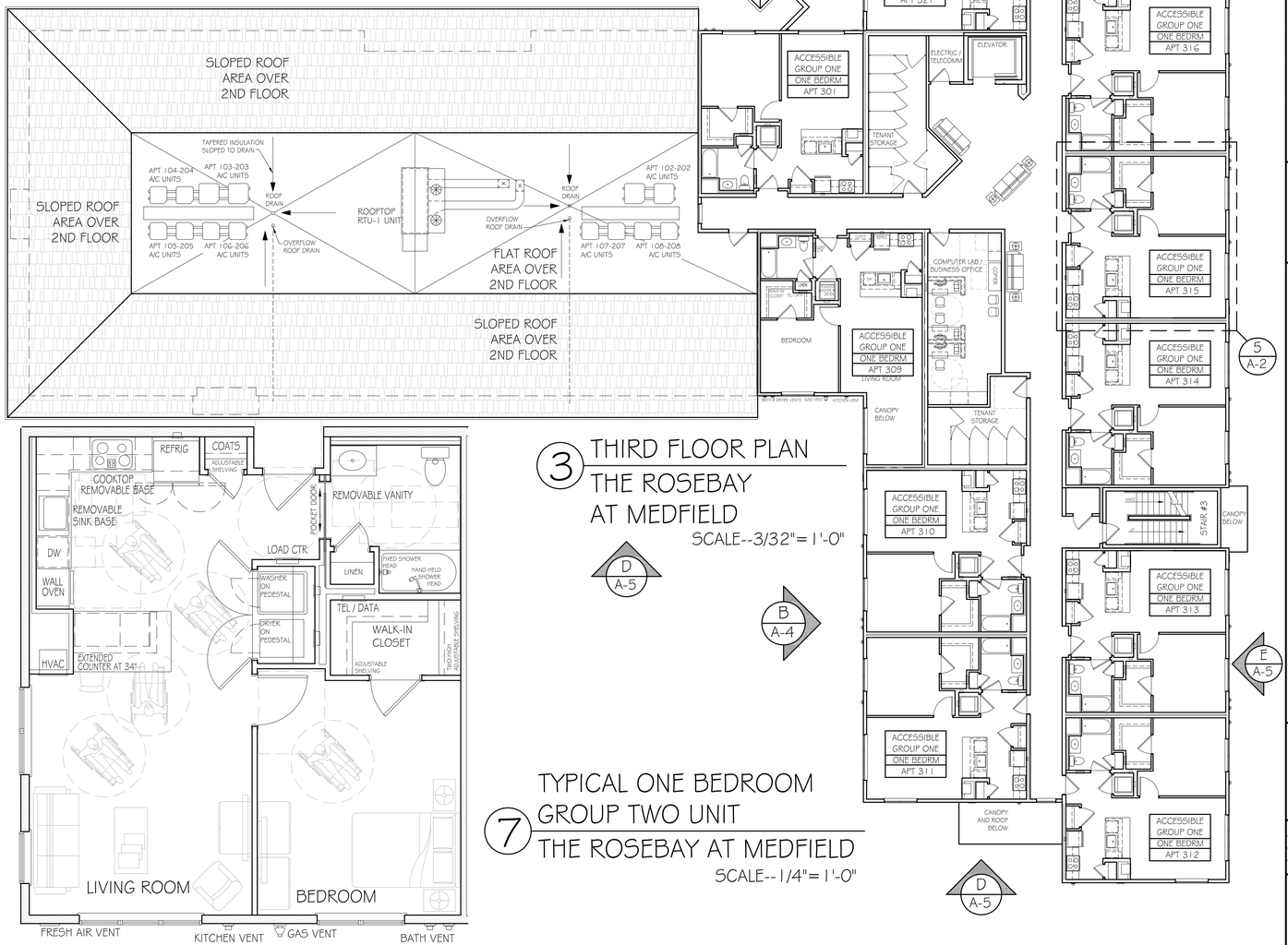
APARTMENT COUNT--THE ROSEBAY AT MEDFIELD							
APT. TYPE	ONE BEDROOM			TWO BEDROOM			TOTALS
	1 BR Group One	1 BR HDCP	1 BR HEARING IMPAIRED	2 BR Group One	2 BR HDCP	2 BR HEARING IMPAIRED	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	0	14
FLOOR TWO	16	0	1	1	0	1	19
FLOOR THREE	12	0	0	0	0	0	12
TOTALS	38	2	1	2	1	1	45 APTS

NOTE -- ALL AREAS AND DIMENSIONS ARE APPROXIMATE
-- ALL APARTMENT AND BUILDING PLANS ARE PRELIMINARY
-- PROPOSED CONSTRUCTION IS A WOOD FRAMED STRUCTURE WITH APARTMENT INTERIOR WALLS BEING NON-LOAD BEARING METAL STUD ASSEMBLIES
-- SEE ELEVATIONS FOR EXTERIOR FINISHES



8 TYPICAL TWO BEDROOM GROUP TWO UNIT
THE ROSEBAY AT MEDFIELD

SCALE-- 1/4"= 1'-0"



3 THIRD FLOOR PLAN
THE ROSEBAY AT MEDFIELD

SCALE--3/32"= 1'-0"

7 TYPICAL ONE BEDROOM GROUP TWO UNIT
THE ROSEBAY AT MEDFIELD

SCALE-- 1/4"= 1'-0"

The Rosebay at Medfield

30 Pound Street, Medfield, Massachusetts

DEC. 6, 2019 : Preliminary Design Plans and Drawings
SEPT 23, 2019 : Issued for Comprehensive Permit
: Issued for Design Development Approval
: Issued for Cond. Document Approval
: Issued for Building Permit
: Issued for Construction
: As-Built Documentation

REGISTERED ARCHITECT — MARIANO G. MAJOR — No. 5063 — BOSTON — MASSACHUSETTS

Rosebay at Medfield Limited Partnership
Owner--Applicant c/o NewGate Housing LLC, 61 Blueberry Lane West wood, MA 02090

V M Y Architects LLC ARCHITECTS/PLANNERS
188 Needham Street, Suite 260, Newton, MA 02464 (617) 597-1900 mark@vmyarchitects.com

Scale : As Noted
Drawn : MMajor
Chk'd by : MGM
Proj. No.: 1824

Dwg. No. :
A-3

© Copyright 2019 VMY Architects LLC



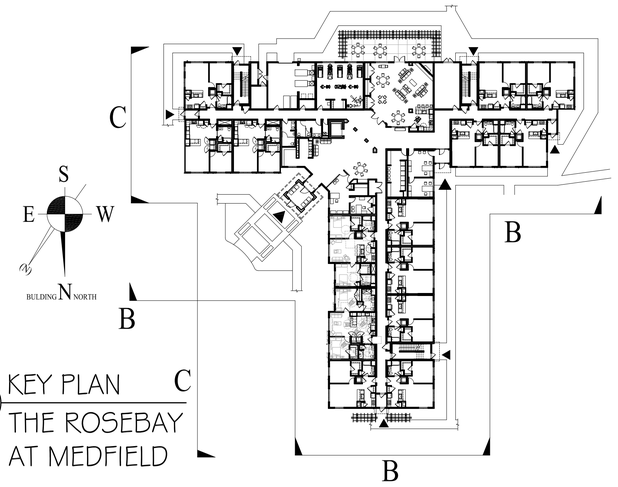
SIMILAR APARTMENT BUILDING
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



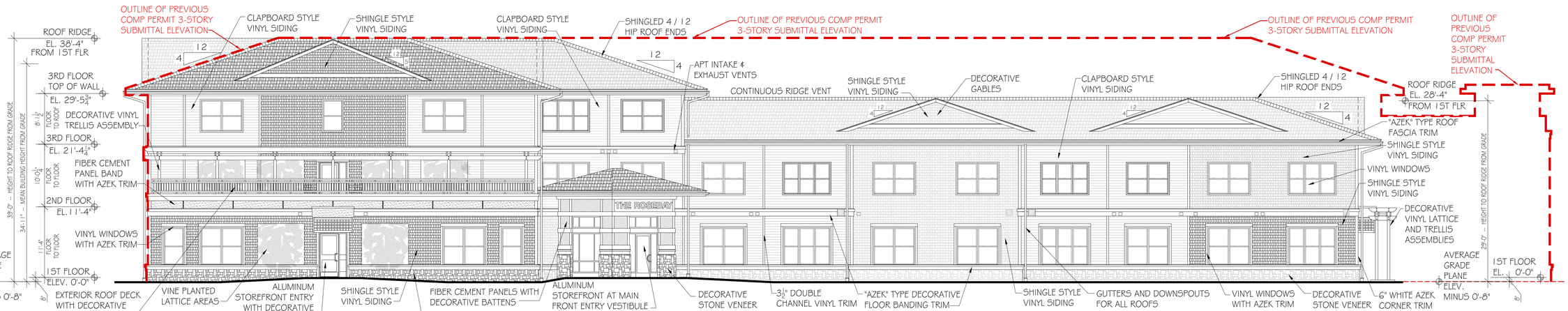
SIMILAR APARTMENT BUILDING DECORATIVE
TRELLIS ASSEMBLY AT OUTDOOR PATIO AREA



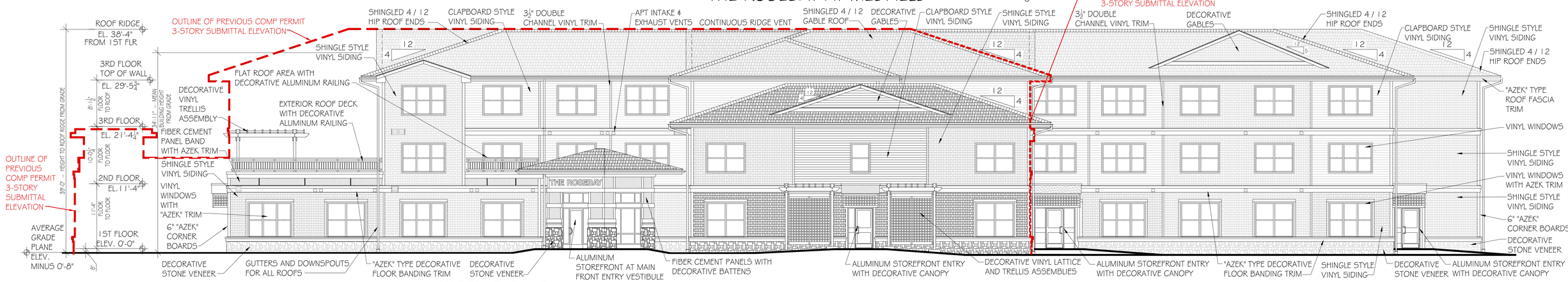
SIMILAR APARTMENT BUILDING ENTRY WITH
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



(A) KEY PLAN
THE ROSEBAY AT MEDFIELD



(C) EAST ELEVATION
THE ROSEBAY AT MEDFIELD
SCALE--1/8"= 1'-0"



(B) NORTH ELEVATION
THE ROSEBAY AT MEDFIELD
SCALE--1/8"= 1'-0"

Graphic Scale in Feet
0 2 4 8 16 24 32

Rosebay at Medfield Limited Partnership
Owner–Applicant c/o NewGate Housing LLC, 61 Blueberry Lane West wood, MA 02090

V M Y Architects LLC ARCHITECTS/PLANNERS
188 Needham Street, Suite 260, Newton, MA 02464 (617) 597-1900 mark@vmyarchitects.com

: Issued for Tax Credit Application
DEC. 6, 2019 : Issued for Comprehensive Permit
SEPT. 23, 2019: Issued for Design Approval
: Issued for Const. Document Approval
: Issued for Building Permit
: Issued for Construction
: As-Built Documentation

The Rosebay at Medfield
30 Pound Street, Medfield, Massachusetts

FRONT (NORTH AND EAST) ELEVATIONS

REGISTERED ARCHITECT MARK G. MAJOR No. 5063 BOSTON

Scale : As Noted	Dwg. No. :
Drawn : MMajor	A-4
Chk'd by : MGM	
Proj. No.: 1624	

© Copyright 2019 VMY Architects LLC



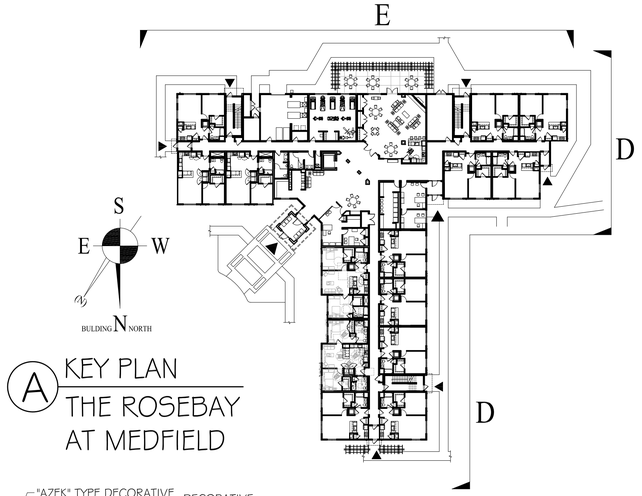
SIMILAR APARTMENT BUILDING
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



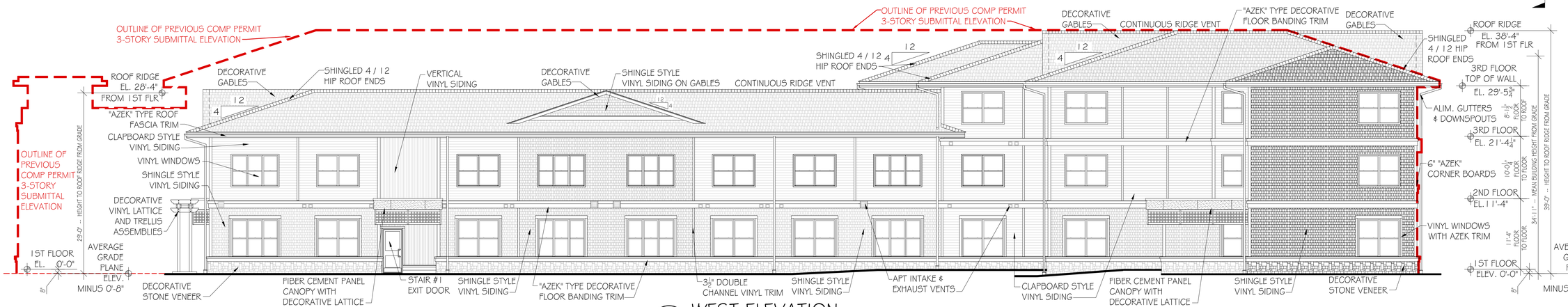
SIMILAR APARTMENT BUILDING DECORATIVE
TRELLIS ASSEMBLY AT OUTDOOR PATIO AREA



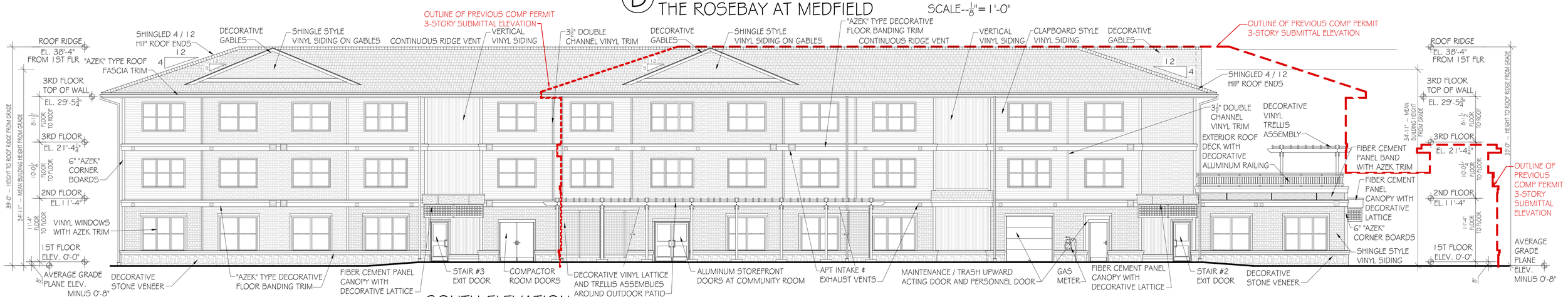
SIMILAR APARTMENT BUILDING ENTRY WITH
DECORATIVE VINYL LATTICE AND TRELLIS ASSEMBLY



Ⓐ KEY PLAN
THE ROSEBAY
AT MEDFIELD



Ⓓ WEST ELEVATION
THE ROSEBAY AT MEDFIELD
SCALE--⅛"= 1'-0"



Ⓔ SOUTH ELEVATION
THE ROSEBAY AT MEDFIELD
SCALE--⅛"= 1'-0"

Graphic Scale in Feet
0 2 4 8 16 24 32

Rosebay at Medfield Limited Partnership
Owner--Applicant c/o NewGate Housing LLC, 61 Blueberry Lane West wood, MA 02090

V M Y Architects LLC ARCHITECTS/PLANNERS
188 Needham Street, Suite 260, Newton, MA 02464 (617) 597-1900 mark@vmyarchitects.com

	: Issued for Tax Credit Application
DEC. 6, 2019	: Issued for Comprehensive Permit
SEPT. 23, 2019	: Issued for Design Approval
	: Issued for Const Document Approval
	: Issued for Building Permit
	: Issued for Construction
	: As-Built Documentation

The Rosebay at Medfield

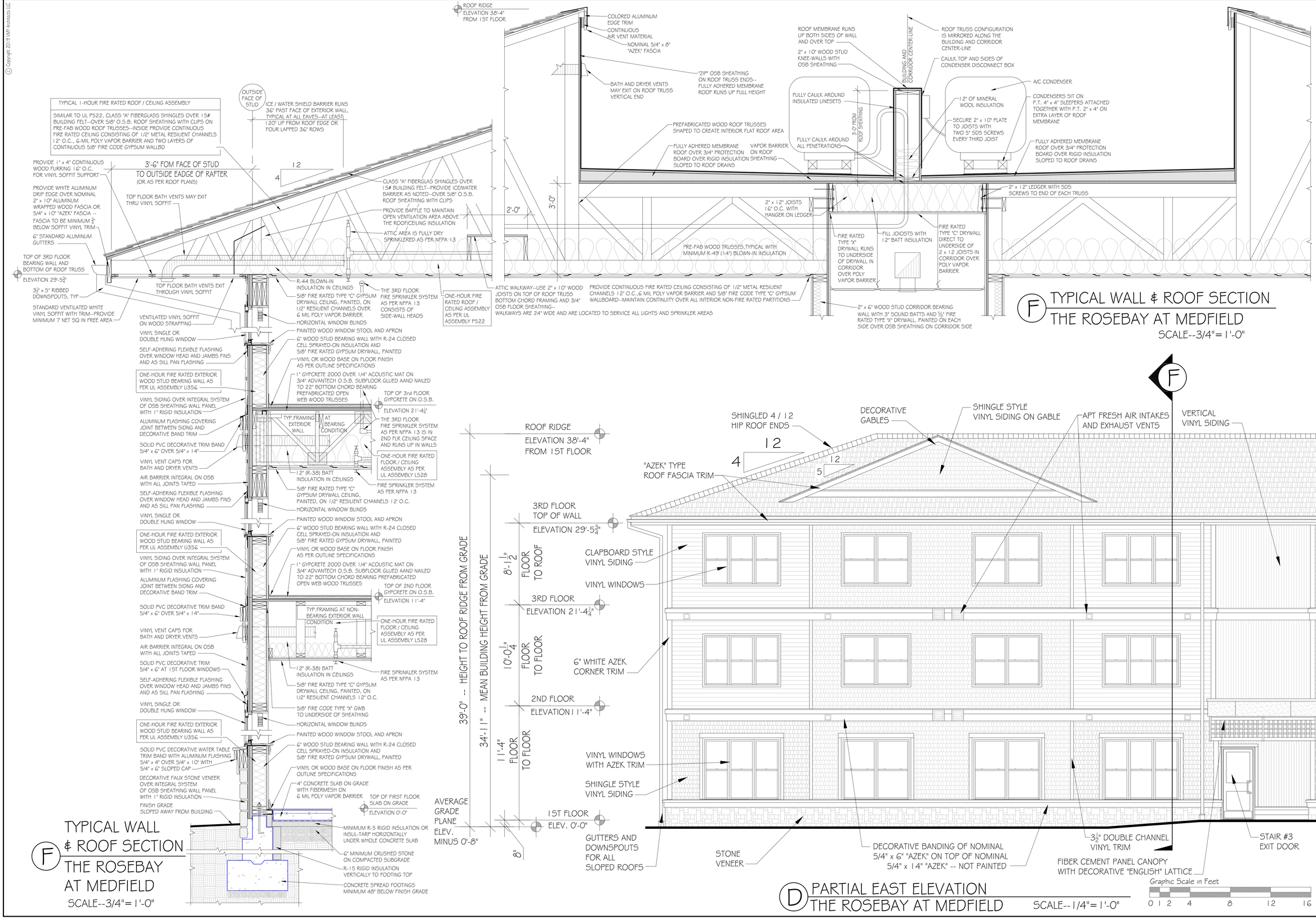
30 Pound Street, Medfield, Massachusetts

REAR (SOUTH AND WEST) ELEVATIONS

REGISTERED ARCHITECT No. 5063 MARK J. MAJOR STATE OF MASSACHUSETTS

Scale : As Noted	Dwg. No. :
Drawn : MMajor	A-5
Chk'd by : MGM	
Proj. No.: 1624	

© Copyright 2019 VMY Architects LLC



F TYPICAL WALL & ROOF SECTION
THE ROSEBAY AT MEDFIELD
SCALE--3/4"= 1'-0"

F TYPICAL WALL & ROOF SECTION
THE ROSEBAY AT MEDFIELD
SCALE--3/4"= 1'-0"

D PARTIAL EAST ELEVATION
THE ROSEBAY AT MEDFIELD
SCALE--1/4"= 1'-0"

Graphic Scale in Feet
0 1 2 4 8 12 16

The Rosebay at Medfield
30 Pound Street, Medfield, Massachusetts

: Preliminary Design Plans and Drawings
DEC. 6, 2019 : Issued for Comprehensive Permit
: Issued for Revised Design Approval
: Issued for Cond. Document Approval
: Issued for Building Permit
: Issued for Construction
: As-Built Documentation

COMMONWEALTH OF MASSACHUSETTS — REGISTERED ARCHITECT — MARIUS G. MAJOR — No. 5063 — BOSTON — MASS — BRITISH COLUMBIA

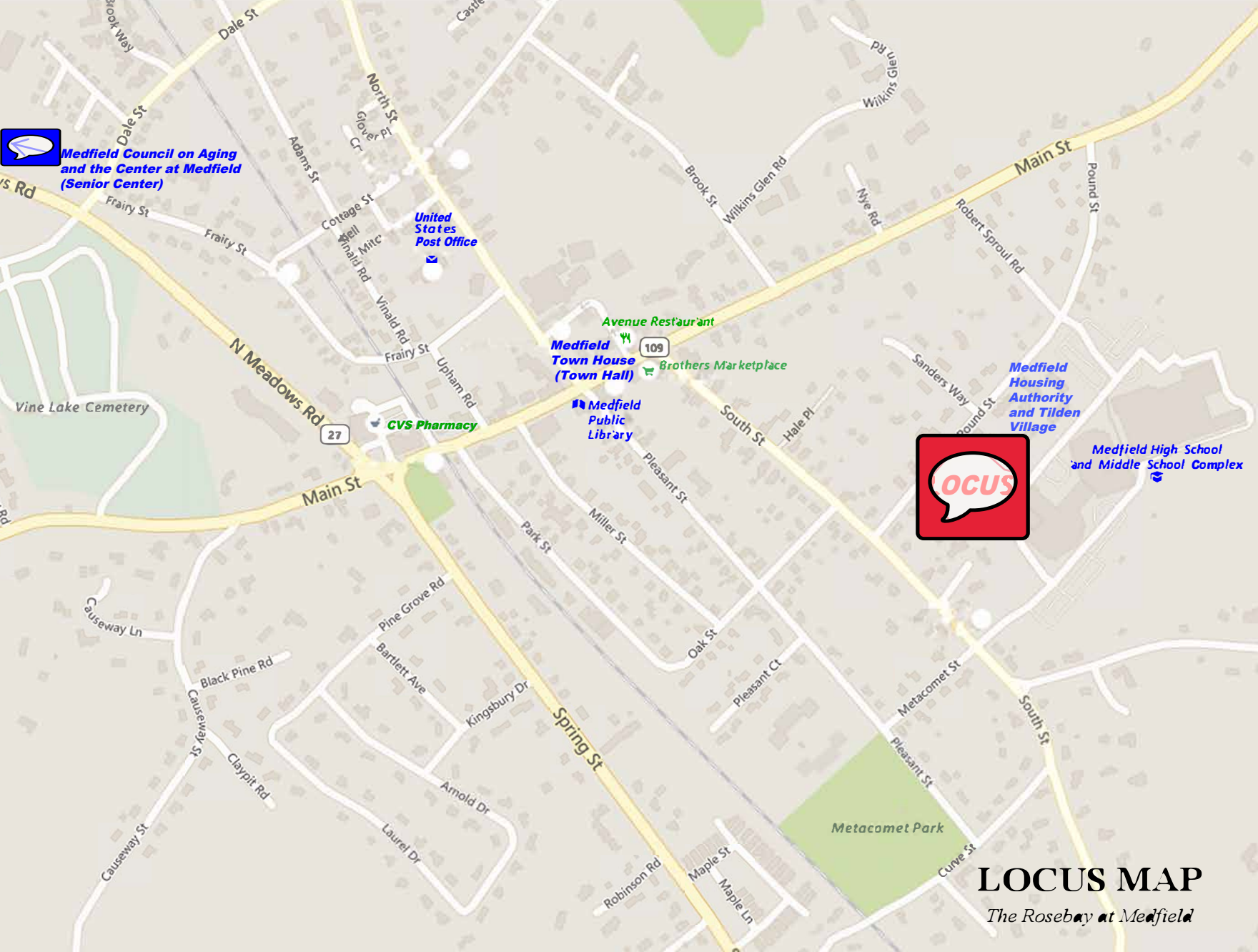
Rosebay at Medfield Limited Partnership
Owner--Applicant
c/o NewGate Housing LLC, 61 Blueberry Lane Westwood, MA 02090

V M Y Architects LLC
188 Needham Street, Suite 260, Newton, MA 02464
ARCHITECTS/PLANNERS
(617) 597-1900 mark@vmyarchitects.com

Scale : As Noted
Drawn : MMajor
Ch'd by : MGM
Proj. No.: 1824
Dwg. No. :
A-6

Attachment 4

LOCUS MAP



LOCUS MAP

*The Roseb**a**y at Medfield*

Attachment 5

SITE CONTEXT PHOTOGRAPHS



MassGIS aerial photo showing physical context of development site in surrounding neighborhood.



View of Pound Street along development site frontage, looking SW from near North corner of development site.



View of development site frontage along Pound Street, looking SSW from across Pound Street beyond North corner of development site.



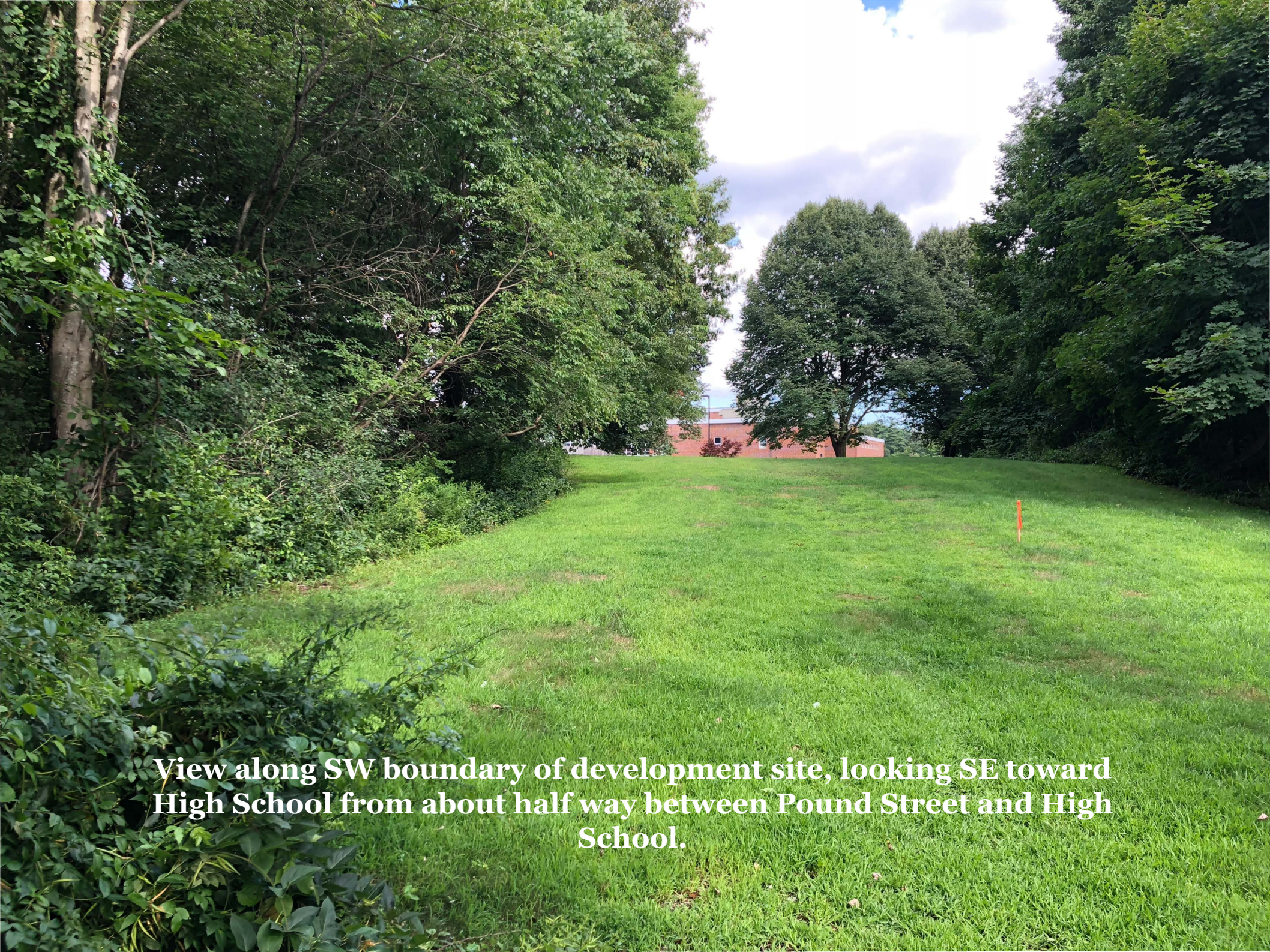
View of front of development site along Pound Street, looking SSE from Pound Street.



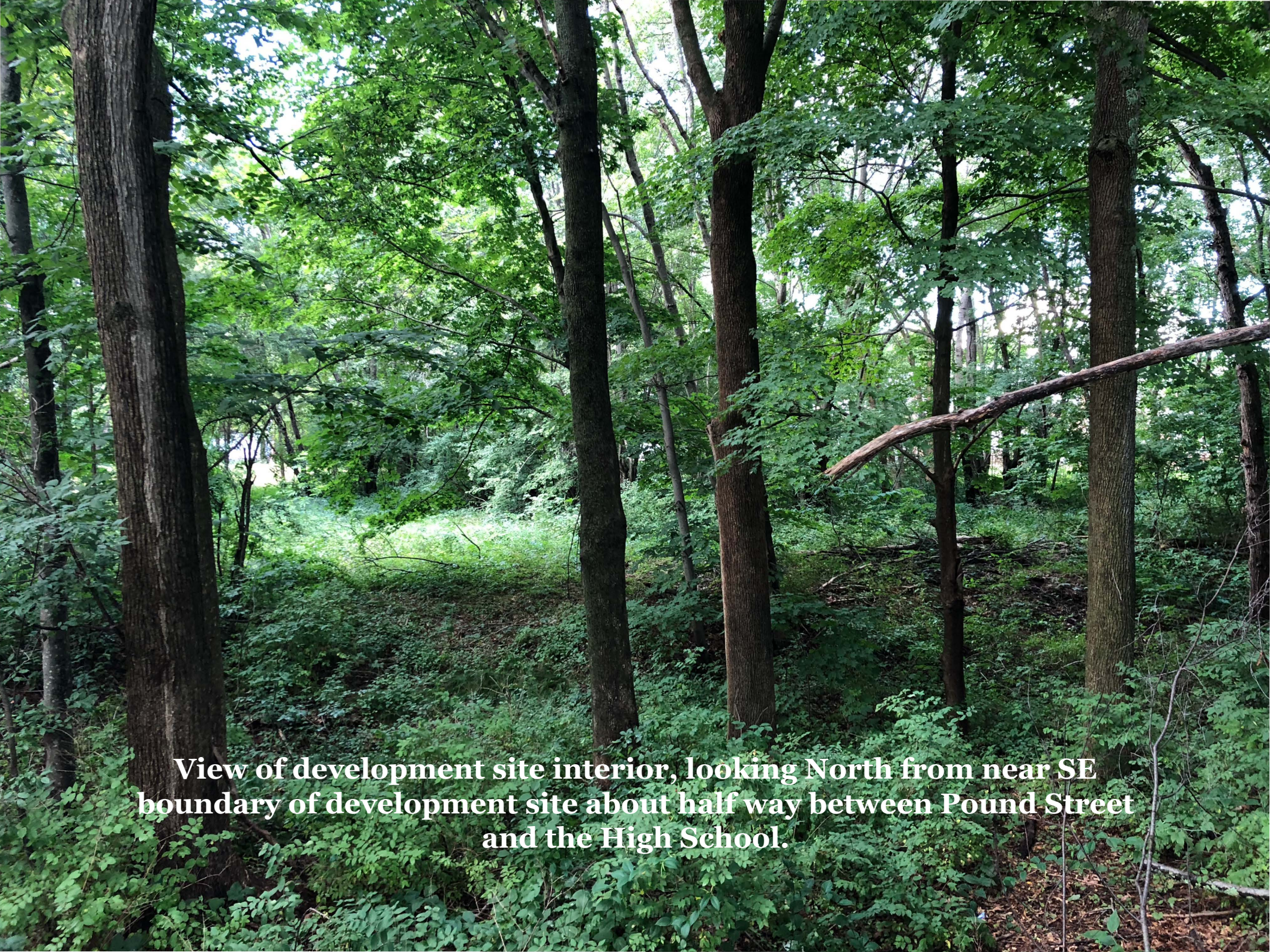
View of front of development site along Pound Street, looking East from Pound Street.



View along SW boundary of development site, looking SE from Pound Street toward High School.



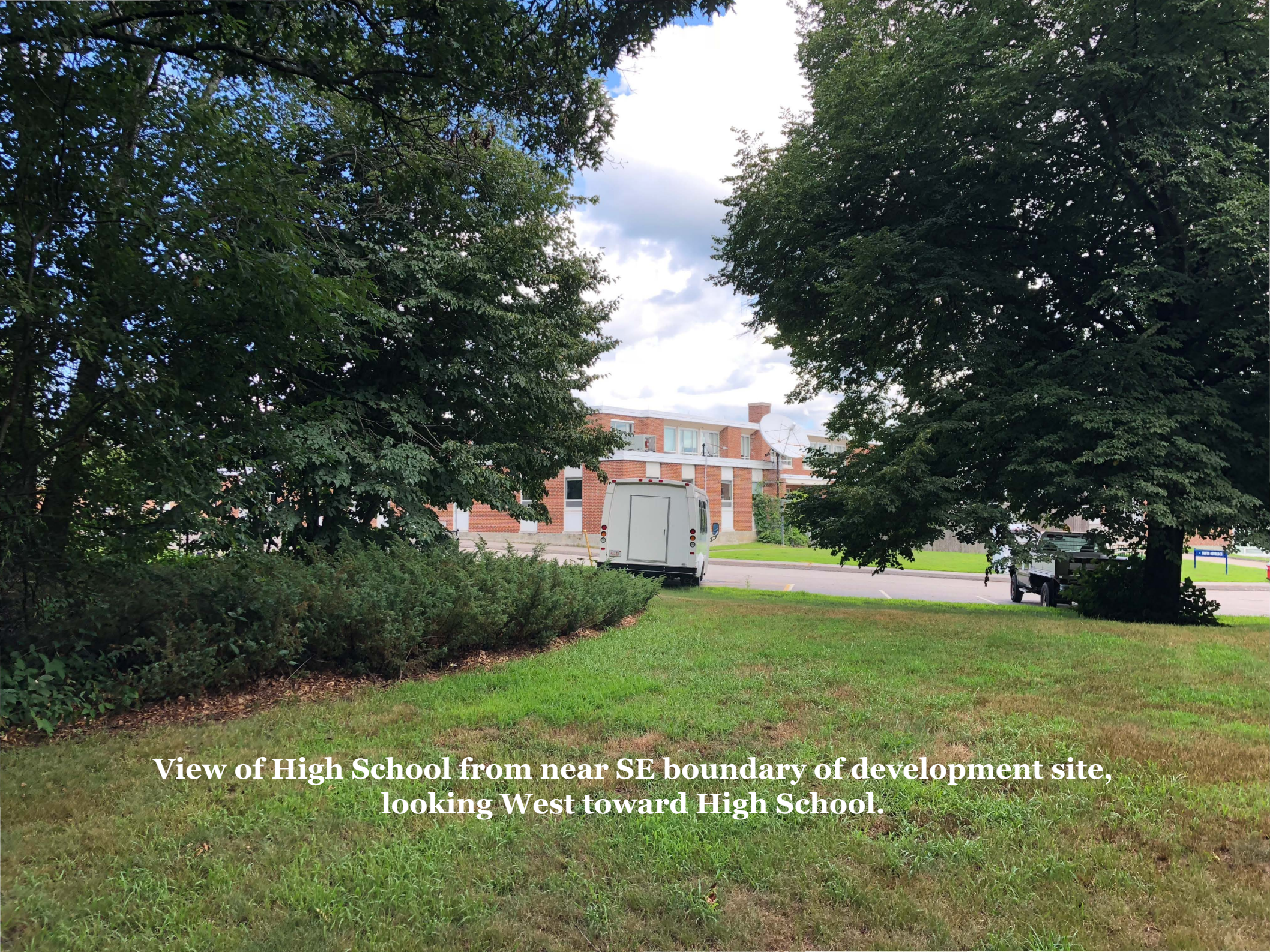
View along SW boundary of development site, looking SE toward High School from about half way between Pound Street and High School.



View of development site interior, looking North from near SE boundary of development site about half way between Pound Street and the High School.



View of development site interior, looking West from rear of development site near High School.



View of High School from near SE boundary of development site, looking West toward High School.



View of High School, looking East from near South corner bound of development site.



View along SE boundary of development site, looking NE from rear of development site near High School.



View along NE boundary of development site, looking NW from near East corner bound of development site.



View of Pound Street along development site frontage, looking NE from near West corner bound of development site.



View of Tilden Village bordering NW boundary of development site.

Attachment 6

TABLE OF PROPOSED BUILDINGS

The Rosebay at Medfield

Medfield, MA

TABLE OF PROPOSED BUILDINGS

APARTMENT COUNT--THE ROSEBAY AT MEDFIELD							
APT. TYPE	ONE BEDROOM			TWO BEDROOM			TOTALS
	1 BR Group One	1 BR HDCP	1 BR HEARING IMPAIRED	2 BR Group One	2 BR HDCP	2 BR HEARING IMPAIRED	
AREA (SF)	660 SQ.FT.	660 SQ.FT.	660 SQ.FT.	955 SQ.FT.	955 SQ.FT.	955 SQ.FT.	
FLOOR ONE	10	2	0	1	1	0	14
FLOOR TWO	16	0	1	1	0	1	19
FLOOR THREE	12	0	0	0	0	0	12
TOTALS	38	2	1	2	1	1	45 APTS

TOTAL GROUP TWO HP UNITS IS 3 WHICH EXCEEDS 5% (45 x .05=2.25)
AS PER THE ARCHITECTURAL BARRIERS BOARD CODE
TOTAL HEARING IMPAIRED UNITS IS 2 WHICH EXCEEDS 2% (45 x .02=0.90)
AS PER THE ARCHITECTURAL BARRIERS BOARD CODE

Note—"HDCP" refers to Massachusetts Group 2 units
Bathroom Counts—1BR—One Full Bath; 2BR—Two Full Baths
All Apartments are "Visitable" and are "Universal Design" units

All of the units in the proposed development will be rental apartment homes.

Attachment 7

SUPPORTIVE SERVICES PROVIDER LETTER

HESSCO
Care. Support. Solutions.

545 South Street, Walpole, MA 02081
Telephone 781.784.4944
Fax 781.784.4922
www.HESSCO.org

Canton • Dedham • Foxborough • Medfield • Millis • Norfolk • Norwood • Plainville • Sharon • Walpole • Westwood • Wrentham

July 26, 2024

Mr. Brian J. McMillin
NewGate Housing LLC
61 Blueberry Lane
Weswood, MA 02090

Dear Mr. McMillin:

Please accept this letter of our strong support for NewGate Housing and its development of The Rosebay at Medfield, proposed as a community of 41 affordable one bedroom/one bath apartment homes and 4 affordable two bedroom/two bath apartment homes (45 total units) for adults aged 62 and over.

Medfield has long suffered from an undesirable outflow of its senior residents who are unable to remain in their chosen community because they cannot afford the cost of housing. With all 45 apartments in The Rosebay at Medfield affordable to households at or below 60% of the area median income, and nine apartments (20% of total units) affordable to households at or below 30% of the median income (ELI units), this new development will help alleviate the acute undersupply of affordable housing for seniors in Medfield. Located in close proximity to Medfield Center, and immediately adjacent to Medfield High School/Middle School Complex and Tilden Village (the Medfield Housing Authority's public housing for seniors and disabled individuals), residents of this new development will be well located for access to health care providers, pharmacies, retail centers, banks, houses of worship for a number of denominations, recreational facilities, the Medfield library, the Town Hall, as well as the places where community programs, performances, and other local events are often held.

HESSCO is the designated Aging Services Access Point (ASAP) and serves as the Area Agency on Aging (AAA) for 12 communities in the greater Norfolk County area, including Medfield. As a well-respected supportive services organization that has worked with and for older adults and individuals with disabilities for over 40 years, HESSCO has the experience and qualifications to oversee the supportive services program for residents of The Rosebay. Our organization has a long and distinguished history of developing, implementing, and coordinating programs to support individuals of all ages, and caregivers, and we look forward to continuing that tradition for the residents of your new development.

In partnership with NewGate, The Rosebay's property management team, and the Town of Medfield Council on Aging, we look forward to creating a coordinated supportive services program that will offer a full scope of services, activities, and amenities designed around the needs of the senior residents of this new community. We firmly believe that this new

HESSCO
Care. Support. Solutions.

545 South Street, Walpole, MA 02081
Telephone 781.784.4944
Fax 781.784.4922
www.HESSCO.org

Canton • Dedham • Foxborough • Medfield • Millis • Norfolk • Norwood • Plainville • Sharon • Walpole • Westwood • Wrentham

development provides an excellent opportunity to combine supportive services and affordable housing together under one roof.

We are aware of the unique comprehensive supportive services program that NewGate previously designed for Lydia Square Apartments in Rockland, and we would be pleased to be able to develop a similar program for The Rosebay at Medfield. HESSCO is confident that the combined experience of NewGate, HESSCO, and the Medfield Council on Aging will offer the Town of Medfield a high-quality housing project that provides supportive services for its residents. We strongly support this project and your effort to provide affordable housing with an integrated supportive services program.

Sincerely,



Mary Jean McDermott
Executive Director

Attachment 8

PARKING AND LOT COVERAGE SUMMARIES

The Rosebay at Medfield

Medfield, MA

PARKING AND LOT COVERAGE SUMMARIES

PARKING SUMMARY

Number of open air spaces* ---------- 57 (plus 12 designated available future spaces)

Ratio of Parking Spaces to Housing Units ---------- 57:45 (1.27 spaces per unit)

*Includes 10 handicap van accessible spaces

LOT COVERAGE SUMMARY (APPROX.)

USE	AREA (S.F.)	LOT COVERAGE
Total All Buildings	20,700	19.0 %
Pavement (including Walks)	39,100	36 %
Total Impervious Area	59,800	55 %
Open Space	49,900	45 %

Attachment 9

TABLE OF ZONING AND REQUESTED WAIVERS

WAIVERS REQUESTED FROM LOCAL REQUIREMENTS

Rosebay at Medfield Limited Partnership (the "*Applicant*") proposes to develop The Rosebay at Medfield, a multifamily affordable housing community that qualifies for a Comprehensive Permit pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 – 23.

In its application to the Town of Medfield Zoning Board of Appeals (the "ZBA") for a Comprehensive Permit for the proposed development, and during the hearing thereof, the Applicant expects to request waivers from the requirements of the Zoning Bylaw for the Town of Medfield, Massachusetts to the extent that the proposed development does not comply with the provisions thereof, including but not limited to the specific provisions set forth in the table below. The Applicant may seek revised or additional waivers of local zoning requirements in its application for a Comprehensive Permit for the proposed development, and during the Comprehensive Permit hearing process as the development proposal matures and the designs and plans for the proposal are revised. In its application to the ZBA for a Comprehensive Permit for the proposed development, the Applicant expects to request waivers from other local requirements in addition to requests for waivers from local zoning requirements.

The proposed development is situated within the Residential Urban (RU) zoning district in the Town of Medfield. The site is also located within the Town's Aquifer Protection District – Secondary Aquifer Zone (Zone 2) overlay district.

The Applicant has requested copies of all bylaws and regulations pertaining to zoning in the Town of Medfield, and has been provided with the following materials by Town officials:

The Applicant's representatives requested from Medfield officials copies of all bylaws, rules, and regulations pertaining to zoning in Medfield (collectively, "*Zoning Requirements*"), and obtained the following materials applicable to the proposed development either from local officials or from the Town of Medfield's official website:

A. Town of Medfield Bylaws, Chapter 300: Zoning (as revised through May 1, 2023 and presented at ecode360.com).

B. The Zoning Map of the Town of Medfield (revised through May 9, 2022, as presented at the Town's official website).

The Applicant expects to request waivers of the following provisions of these existing zoning bylaws, rules, and regulations from the Medfield Zoning Board of Appeals:

Note 1:

Please note that the Applicant requests waivers from certain Zoning Requirements below because:

a. The development is proposed pursuant to M.G.L. Chapter 40B and, in accordance with M.G.L. Chapter 40B, all local approvals for the proposed development are to be granted pursuant to a Comprehensive Permit to be issued by the Town of Medfield Zoning Board of Appeals (the "*ZBA*") instead of being granted individually by other local permitting authorities; and

b. Under M.G.L. Chapter 40B, the ZBA (or its designated consultants) performs a complete technical review of the Applicant's plans and specifications during the Comprehensive Permit hearing, including but not limited to a site plan; grading, stormwater drainage, erosion and sediment control, and utilities plans; a stormwater management plan, including appropriate designs and stormwater calculations; building plans and wall details; an "Approval Not Required" plan; and outline specifications; and

c. All work on the proposed development will be (i) performed in accordance with the plans of record approved by the ZBA or its designee, (ii) subject to the conditions contained in the Comprehensive Permit, and (iii) and inspected by the ZBA or its designee for compliance with the plans of record and the Comprehensive Permit.

Note 2:

Please note that the descriptions of local standards in the tables below (contained in the second column under the heading "Local Standard") are not verbatim transcriptions of the applicable local standards. Such descriptions are simply summaries of the applicable local standards and are provided to facilitate the ZBA's review of the requested waivers. Where the Applicant states a request for a waiver of a Local Requirement below, the request is for the waiver of the entire requirement, not merely the standard as summarized in the tables below.

1. MEDFIELD ZONING BY-LAW (Bylaws, Chapter 300)

Section	Local Standard	Requested Waiver
300-2.1 (Definition of "Parking Space")	Requires a parking space to be 9.5 feet by 18 feet plus maneuvering space.	Allow all parking spaces to be 9 feet by 18 feet plus maneuvering space as shown on the plans of record.
300-5.1	No building may be used or occupied except for the purposes permitted in its District.	To the extent inconsistent with the Zoning Bylaw, allow multifamily use in the RU District for the proposed development as shown on the plans of record.

300-5.2	The permitted uses of buildings, structures, or land are set forth in the Table of Use Regulations.	To the extent inconsistent with the Zoning Bylaw, allow multifamily use in the RU District for the proposed development as shown on the plans of record.
300-5.3.A	Uses permitted by right or by special permit shall be subject to all provisions of the Zoning Bylaw.	To the extent inconsistent with the Zoning Bylaw, allow the proposed development as shown on the plans of record.
300-5.3.F	For multifamily dwellings, wastewater connections shall be installed in accordance with the definitive plan and shall conform to the rules of the Water and Sewerage Board.	To the extent inconsistent with the definitive plan or the rules of the Water and Sewerage Board, allow the proposed development to be connected to the municipal sewer system; however, no waivers of the technical requirements for the physical connection are requested.
300-5.3.H	Site Plan Approval required from the Planning Board if no Special Permit is required and ground floor area exceeds 500 sf.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-5.4 Table of Use Regulations, Section 1.4 (300 Attachment 1)	Multifamily housing permitted with a Special Permit from the Planning Board in an RU zone.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-6.1	Lot area, dimensions, and residential floor space shall be as specified in Article 6 of the Zoning Bylaw and set forth in the Table of Area Regulations and Table of Height and Bulk Regulations.	Allow construction of the development as shown on the plans of record.
300-6.1 and 6.2 Table of Area Regulations (300 Attachment 2)	In the RU District, the following are required: Minimum Lot Area: 3,000 sq. ft. for the first 3 units, plus 8,000 sq. ft. for each additional unit. Certain areas, including detention ponds, retention ponds, and open drainage structures shall be excluded from the calculation of "Minimum Lot Area". Rear Yard: 50 feet.	Allow a lot area and yard areas as shown on the plans of record for the lot on which the development is to be constructed.

300-6.2.F	Buildings within Aquifer Protection District shall be subject to regulations of the Aquifer Protection District bylaw in Article 16 of the Zoning Bylaw.	The Applicant requests waivers of the requirements of such District to the extent of the waiver requested from the requirements of Section 300-16 of the Zoning Bylaw herein.
300-6.2.J	Landscaped buffer strip required for multifamily use in an RU District which adjoins a residential lot.	To the extent deemed applicable, allow screening and buffering as shown on the plans of record.
300-6.2.O	All residential uses shall conform to R District regulations.	Allow waivers to R District regulations as set forth herein; to the extent deemed applicable, allow development as shown on the plans of record.
300-6.2.P and Table of Use Regulations (300 Attachment 1) Section 1.7	Fence height limited to maximum of six feet.	Allow for a privacy fence of up to eight (8) feet along the southwest boundary line as a screen from abutting single family homes.
300-6.2.T	Recreational structures subject to requirements of the Table of Area Regulations, which requires rear yard of 50 feet and side yards of 20 feet for multifamily use in an RU District.	To the extent deemed applicable, allow recreational structures as shown on the plans of record.
300-6.1 and 6.3 Table of Height and Bulk Regulations (300 Attachment 3)	Restrictions applicable to Multifamily use in RU District under Table of Height and Bulk Regulations include: Maximum Height (feet): 35 ft. Permitted Height (stories): 2½ Maximum Floor Area Ratio (including accessory buildings): 0.35 Maximum Lot Coverage: 35%	Allow the following to allow for the building shown on the plans of record: Maximum Height (feet): 40'± from the average elevation of the naturally existing grade. Permitted Height (stories): 3 Maximum Floor Area Ratio: 0.5 Maximum Lot Coverage (building only): 19%±
300-6.3.D	Maximum amount of impervious surface allowed shall be as indicated in the Table of Height and Bulk Regulations.	Allow for impervious surface and lot coverage as shown on the plans of record.

300-6.3.E	Recreational structures are subject to the requirements of the Table of Height and Bulk Regulations, except that the ZBA may, by special permit, allow a greater maximum lot coverage not to exceed 5% beyond the maximum lot coverage for the zoning district.	Allow for impervious surface and lot coverage as shown on the plans of record.
300-8.1	Two parking spaces per unit required for dwelling use.	Allow 57 parking spaces (1.27 spaces per unit), as shown on the plans of record.
300-8.2.I	All parking and loading spaces and associated drainage shall be reviewed and approved by the Planning Board and inspected by the Zoning Enforcement Officer. No certificate of occupancy shall be granted until parking and loading facilities have been approved by the Planning Board.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-8.3.B(2)	Provide a substantial bumper of masonry, steel, heavy timber or concrete at edge of surfaced areas except driveways to protect abutting structures, property and sidewalks.	To the extent the plans of record are deemed not to comply with this requirement, allow curbing and/or wheel-stops as shown on the plans of record.
300-12	Special permission for earth removal and other approvals related to earth removal shall be obtained from the Board of Selectmen.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-12.8.F	Rye grass shall be seeded on reloamed areas at the rate of 200 pounds per acre.	Allow landscaping in accordance with the landscaping plans of record.
300-12.8.G	Fingerling fir, white pine or other approved trees shall be planted over the entire area, five to six feet on centers.	Allow landscaping in accordance with the landscaping plans of record.
300-13.3.H	There shall be no more than one freestanding sign per building.	Allow two freestanding signs in the locations shown on the plans of record.
300-13.7.A	No awning, canopy or projecting sign shall project more than five feet from the building face.	Allow entrance door canopy signs in accordance with the plans of record.

The Medfield Building Department provided a copy of a document entitled "Section 13 – Sign Bylaw," which appears to be the Medfield sign bylaw in its previous format prior to being incorporated into, and superseded by, Section 300 – 13 of the Zoning Bylaw (Bylaws, Chapter 300, Section 13) as set forth at ecode360.com.	Sign standards under the superseded Medfield sign bylaw appear to be substantially the same as those provided at Section 300 – 13 of the Zoning Bylaw (Bylaws, Chapter 300, Section 13) as set forth at ecode360.com.	To the extent that any provision of the sign bylaw in the form provided by the Building Department is deemed applicable to the proposed development, a waiver of such provision is hereby requested as the proposed development will be governed by the sign bylaw as set forth at Section 300 – 13 of the Zoning Bylaw (subject to waivers thereof requested hereunder).
300-13.8.B	For two-sided freestanding or projecting signs, both sides are included in calculating sign area, whether used for copy or not.	Allow one freestanding sign on each side of the entrance/exit driveway shown on the plans of record, and allow a sign area of up to 50 square feet on the front side of each such sign (the side facing the entrance/exit driveway), excluding any sign area on the back side of each such sign (facing away from the driveway), which back side will not be used for copy.
300-13.8.C(3)	In an RU District, a multifamily complex containing 10 or more units shall be allowed one sign not to exceed eight square feet in area per side. This sign shall contain only the name and address of the complex.	Allow one freestanding sign on each side of the entrance/exit driveway shown on the plans of record, and allow a sign area of up to 50 square feet on the front side of each such sign (the side facing the entrance/exit driveway), excluding any sign area on the back side of each such sign (facing away from the driveway), which back side will not be used for copy.
300-14.2	Permits required from the Building Inspector or Board of Selectmen.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.

300-14.5	Permit and certificate fees to be established by the Board of Selectmen.	To the extent that any such fee is applicable to the proposed development, the applicant requests a waiver thereof only to the extent it has requested a waiver as provided in Section 14 of this Waiver List (Local Fees) below.
300-14.10	Certain Special Permits required from ZBA.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-14.12	Site Plan Approval required from the Planning Board.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-14.15	Certain Special Permits required from Planning Board.	The Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-14.16	Inclusionary zoning required for certain uses; Special Permit required from Planning Board; and specified affordability of residential units, deed restrictions, local preference, and certain Planning Board fees required.	Allow for affordability of residential units, deed restrictions, local preference, and fees of local authorities to be governed by the terms of the Comprehensive Permit. In addition, the Applicant requests a waiver for the reasons described in Note 1, which is incorporated herein by this reference.
300-16.7(A)	Use in the Secondary Aquifer Protection Overlay District restricted to that allowed in underlying district and specifically allowed in other parts of Section 300-16 of the Zoning Bylaw.	Allow multifamily use as shown on the plans of record, including connection to the municipal sewer system.
300-16.7(B)(8)(f)	Removal of earth material within four feet of historical high groundwater table restricted or prohibited.	Allow grading as shown on the plans of record.
300-16.8(A)(4)	Special Permit required from the ZBA for injection wells.	Allow proposed underground stormwater infiltration systems (Class V injection wells) as shown on the plans of record.

Attachment 10

SITE CONTROL

AGREEMENT FOR OPTION TO LEASE REAL ESTATE

This Agreement for Option to Lease Real Estate (this "**Agreement**") is entered into as of July 9, 2024 (the "**Effective Date**"), between the MEDFIELD HOUSING AUTHORITY, a body corporate and politic (the "**Optionor**"), and ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "**Optionee**").

PREAMBLE

A. The Optionor owns certain undeveloped real property located within the larger public housing development commonly known as Tilden Village on Pound Street in the Town of Medfield, Norfolk County, Massachusetts, as more fully described on Exhibit A attached hereto (the "**Property**").

B. The Optionor intends to have affordable rental housing units developed on the Property (the "**Project**").

C. The Optionor procured NewGate Housing LLC, a Massachusetts limited liability company ("**NewGate**"), to serve as the developer of the Project and to obtain debt and equity funding necessary to proceed with the Project, which may include, without limitation, low-income housing tax credits ("**LIHTC**").

D. The Optionor and NewGate have entered into a Master Development Agreement as of November 27, 2023, under which NewGate has agreed to serve as the developer of the Project (the "**MDA**")

E. NewGate formed the Optionee to serve as the ownership entity for the Project.

F. The Optionee intends to develop the Project by constructing affordable rental housing units upon the Property.

G. The parties intend that the Property will be leased by the Optionor to the Optionee under a long-term ground lease on the terms set forth in the MDA and otherwise in form mutually acceptable to the Optionor and the Optionee (the "**Ground Lease**").

H. The Optionor and the Optionee wish to enter into an agreement describing their mutual intention to enter into the aforesaid long-term ground lease, upon the terms and conditions set forth herein.

AGREEMENT

In consideration of the promises and mutual covenants set forth herein, the parties hereto, with the intent to be legally bound hereby, agree as follows:

1. Option to Lease Property. During the Term (as defined in Paragraph 3 below), the Optionee shall have the exclusive right and option (the "**Option**") to lease the Property from the Optionor, upon the terms and conditions set forth herein. The Option shall be exercisable by written notice from the Optionee to the Optionor at any time before the termination of this Agreement.

2. Option Price. As consideration for the Option and concurrently with the execution of this Agreement, the Optionee shall pay to the Optionor the non-refundable sum of Ten Dollars ($10.00).

3. Term. This Agreement shall commence as of the Effective Date and terminate upon the earlier of: (i) the financial closing of the Project as described in Section 2.02 of the MDA or (ii) the

termination of the MDA. Upon termination of this Agreement pursuant to this Paragraph 3, neither party shall have any further rights or obligations hereunder.

4. Title. At the Closing (as defined in Paragraph 9 below), the Optionor shall hold good record and marketable fee simple title, insurable at reasonable rates, to the Property.

5. Ground Lease. If the Optionee exercises the Option, then the Optionor and the Optionee shall enter into the Ground Lease at the Closing. The Ground Lease will provide for a lease term of ninety-nine years, a total rent of $200,000, of which $50,000 shall be payable at Closing and $150,000 shall be payable at Completion of Construction (as defined in the MDA) and permanent loan conversion, and such other provisions as are typical of similar ground leases between housing authorities and developers.

6. Conditions Precedent to Performance by the Optionee. The Optionee shall be obligated to complete the transaction and to consummate the lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by the Optionee:

a. The Optionor is duly authorized to consummate the Ground Lease; and

b. The Optionor shall be able to convey good record and marketable leasehold title to the Property insurable at reasonable rates.

7. Conditions Precedent to Performance by the Optionor. The Optionor shall be obligated to complete the transaction and to consummate the lease of the Property only upon the satisfaction of each of the following conditions set forth below or the waiver thereof by the Optionor:

a. The representations and warranties of the Optionee contained in Paragraph 8 of this Agreement shall be true and correct in all respects on the date hereof and on the Closing Date (as defined in Paragraph 9 below) as though such representations and warranties were made on each such date; and

b. On or before the Closing Date, the Optionee shall have satisfied all obligations and conditions for the financial closing of the Project under the MDA.

c. At the Closing, the Optionee will make the initial rent payment to the Optionor set forth in the Ground Lease.

8. Representations and Warranties of the Optionee. The Optionee hereby represents, warrants and covenants to the Optionor, that:

a. The Optionee is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Massachusetts; and

b. The Optionee has the right, power, legal capacity, and authority to execute, deliver, and perform this Agreement.

9. Closing. The closing shall occur on a date set forth in a written notice from the Optionee to the Optionor of the Optionee's exercise of the Option which date shall be within one hundred twenty (120) days after the date of such notice(the "**Closing**"), which date may be extended by the mutual written consent of the parties. At the Closing, each of the parties shall deliver such other documents and perform such other conditions as are required of them by the terms of this Agreement or which may reasonably be

required in order to complete the transaction contemplated herein. The date on which the Closing occurs is referred to as the "**Closing Date**."

10. Event of Default. The occurrence of any of the following shall constitute an event of default:

a. The failure of the other party to perform any of its duties and obligations set forth in this Agreement; or

b. The termination of the MDA.

11. Remedies. Upon the occurrence and during the continuation of an event of default, which default is not cured within thirty (30) days following written notice thereof, the non-defaulting party may, at its option, elect to enforce the terms of this Agreement, including specific performance, or terminate this Agreement by written notice to the defaulting party.

12. Notices. All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given (i) when actually received if delivered by hand; (ii) two (2) days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) day after being sent by a nationally recognized, receipted overnight delivery service, addressed as follows:

If to Optionee:

Rosebay at Medfield Limited Partnership
c/o NewGate Housing LLC
61 Blueberry Lane
Westwood, MA 02090
Attn: Brian McMillin, Principal
Telephone: 617-571-6404

If to Optionor:

Medfield Housing Authority
30 Pound Street
Medfield, MA 02052
Attn: Candace Avery, Executive Director
Telephone: 508-359-6454

With a copy to:

Nolan Sheehan Patten LLP
84 State Street, Suite 940
Boston, MA 02109
Attn: Stephen M. Nolan, Esq.
Telephone: 617-419-3171

With a copy to:

KJP Partners LLP
56 Norman Street
Marblehead, MA 01945
Attn: Kurt A. James, Esq.
Telephone: 617-409-5398

13. No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of the Optionor, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving the Optionor, the U.S. Department of Housing and Urban Development ("**HUD**"), or the Optionee.

14. No Assignment of Funds. The Optionee acknowledges and agrees that by execution of this Agreement it will not succeed to any rights or benefits of the Optionor or attain any privileges, authorities, interests, or rights in or under any funding agreements between the Optionor and HUD.

15. Brokers. Each party shall indemnify and hold the other party harmless from and against any and all commissions, fees, costs, or expenses incurred by or due to any real estate broker alleged to be engaged by either party or by reason of the execution of this Agreement or the Ground Lease.

16. Assignment. The Optionee may not assign, pledge, or otherwise transfer its interest in this Agreement without the prior written consent of the Optionor.

17. Modifications. No modification of this Agreement shall be effective unless set forth in writing and signed by both the Optionor and the Optionee.

18. Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20. Entire Agreement. This Agreement and the MDA contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior oral and written agreements between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the MDA, the MDA shall supersede this Agreement.

21. Paragraph Headings. Captions at the beginning of each paragraph of this Agreement are solely for the convenience of the parties and are not part of this Agreement.

22. Exhibits. All exhibits which are attached to this Agreement are incorporated herein by this reference.

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

24. Interpretation and Governing Law. This Agreement shall be construed as though prepared by both parties. This Agreement has been made and entered into and shall be construed, interpreted, and governed by the laws of the Commonwealth of Massachusetts, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts located in Norfolk County, Massachusetts.

25. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO
AGREEMENT FOR OPTION TO LEASE REAL ESTATE

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

MEDFIELD HOUSING AUTHORITY

By: Candace Avery
Candace Avery, Executive Director

ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP

By: Rosebay at Medfield LLC, its general partner

By: NGH Manager LLC, its managing member

By: _____
Brian J. McMillin, Authorized Signatory

SIGNATURE PAGE TO
AGREEMENT FOR OPTION TO LEASE REAL ESTATE

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

MEDFIELD HOUSING AUTHORITY

By: _____
Candace Avery, Executive Director

ROSEBAY AT MEDFIELD LIMITED PARTNERSHIP

By: Rosebay at Medfield LLC, its general partner

By: NGH Manager LLC, its managing member

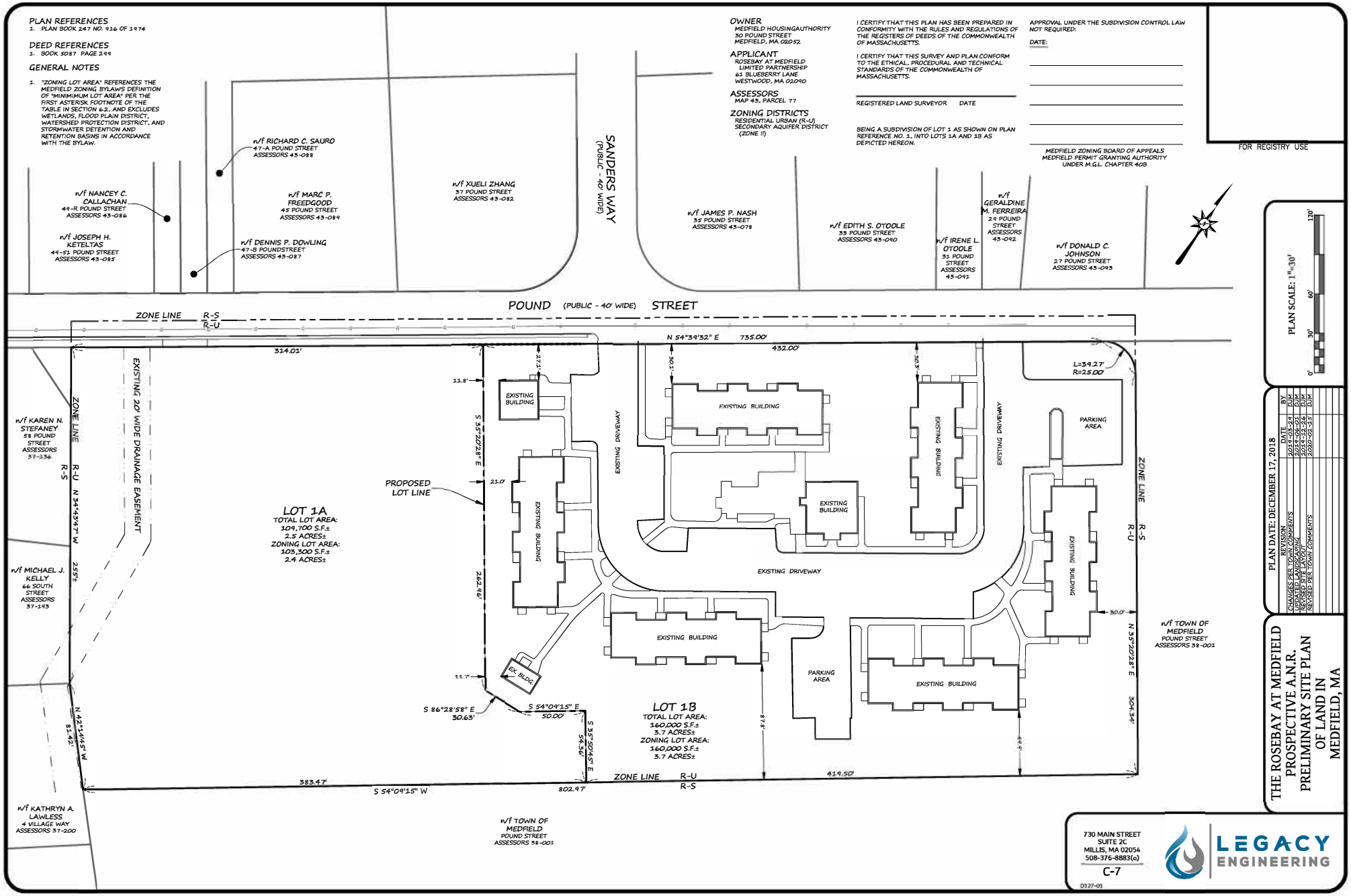
By: _____
Brian J. McMillin, Authorized Signatory

EXHIBIT A

PROPERTY

An approximately 2.6 acre portion of undeveloped real property located within the larger public housing development commonly known as Tilden Village on Pound Street, located at 30 Pound Street, in the Town of Medfield, Norfolk County, Massachusetts. Such portion shall be generally as shown on the Prospective A.N.R. plan attached hereto and approved by the Optionor under the MDA; provided, however, that the final delineation of such portion shall be as set forth in an "Approval Not Required" or other plan approved in connection with a comprehensive permit issued for the Project by the Town of Medfield Zoning Board of Appeals approved by Optionor in accordance with the MDA.

[Attach Draft ANR Plan]


PLAN REFERENCES
1. PLAN BOOK 247 NO. 916 OF 1974
DEED REFERENCES
1. BOOK 5087 PAGE 299
GENERAL NOTES
1. "ZONING LOT AREA" REFERENCES THE MEDFIELD ZONING BYLAW'S DEFINITION OF "MINIMUM LOT AREA" PER THE FIRST ASTERISK FOOTNOTE OF THE TABLE IN SECTION 6.2, AND EXCLUDES WETLANDS, FLOOD PLAIN DISTRICT, WATERSHED PROTECTION DISTRICT, AND STORMWATER DETENTION AND RETENTION BASINS IN ACCORDANCE WITH THE BYLAW.
OWNER
MEDFIELD HOUSINGAUTHORITY
30 POUND STREET
MEDFIELD, MA 02052
APPLICANT
ROSEBAY AT MEDFIELD
LIMITED PARTNERSHIP
61 BLUEBERRY LANE
WESTWOOD, MA 02090
ASSESSORS
MAP 43, PARCEL 77
ZONING DISTRICTS
RESIDENTIAL URBAN (R-U)
SECONDARY AQUIFER DISTRICT
(ZONE II)
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
I CERTIFY THAT THIS SURVEY AND PLAN CONFORM TO THE ETHICAL, PROCEDURAL AND TECHNICAL STANDARDS OF THE COMMONWEALTH OF MASSACHUSETTS.
REGISTERED LAND SURVEYOR DATE
BEING A SUBDIVISION OF LOT 1 AS SHOWN ON PLAN REFERENCE NO. 1, INTO LOTS 1A AND 1B AS DEPICTED HEREON.
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED:
DATE:
MEDFIELD ZONING BOARD OF APPEALS
MEDFIELD PERMIT GRANTING AUTHORITY
UNDER M.G.L. CHAPTER 40B
FOR REGISTRY USE
w/f RICHARD C. SAURO
47-A POUND STREET
ASSESSORS 43-088
w/f NANCEY C. CALLACHAN
49-R POUND STREET
ASSESSORS 43-086
w/f MARC P. FREEDGOOD
45 POUND STREET
ASSESSORS 43-089
w/f JOSEPH H. KETELTAS
49-51 POUND STREET
ASSESSORS 43-085
w/f DENNIS P. DOWLING
47-B POUNDSTREET
ASSESSORS 43-087
w/f XUELI ZHANG
37 POUND STREET
ASSESSORS 43-082
SANDERS WAY
(PUBLIC - 40' WIDE)
w/f JAMES P. NASH
35 POUND STREET
ASSESSORS 43-078
w/f EDITH S. OTOOLE
33 POUND STREET
ASSESSORS 43-090
w/f IRENE L. OTOOLE
31 POUND STREET
ASSESSORS 43-091
w/f GERALDINE M. FERREIRA
29 POUND STREET
ASSESSORS 43-092
w/f DONALD C. JOHNSON
27 POUND STREET
ASSESSORS 43-093
POUND (PUBLIC - 40' WIDE) STREET
ZONE LINE R-S R-U
N 54°39'32" E 735.00'
432.00'
314.01'
L=39.27'
R=25.00'
PLAN SCALE: 1"=30'
0' 30' 60' 120'
EXISTING 20' WIDE DRAINAGE EASEMENT
w/f KAREN N. STEFANEY
58 POUND STREET
ASSESSORS 37-136
w/f MICHAEL J. KELLY
66 SOUTH STREET
ASSESSORS 37-193
N 24°43'47" W 255'±
N 42°14'45" W 81.42'
w/f KATHRYN A. LAWLESS
4 VILLAGE WAY
ASSESSORS 37-200
PROPOSED LOT LINE
LOT 1A
TOTAL LOT AREA:
109,700 S.F.±
2.5 ACRES±
ZONING LOT AREA:
103,300 S.F.±
2.4 ACRES±
EXISTING BUILDING
EXISTING DRIVEWAY
PARKING AREA
EX. BLDG
S 35°20'28" E 262.96'
S 86°28'58" E 30.63'
S 54°09'15" E 50.00'
S 35°50'45" E 54.36'
S 54°09'15" W 383.47'
802.97'
LOT 1B
TOTAL LOT AREA:
160,000 S.F.±
3.7 ACRES±
ZONING LOT AREA:
160,000 S.F.±
3.7 ACRES±
ZONE LINE R-U R-S
N 35°20'28" E 304.36'
419.50'
w/f TOWN OF MEDFIELD
POUND STREET
ASSESSORS 38-001
w/f TOWN OF MEDFIELD
POUND STREET
ASSESSORS 38-001
PLAN DATE: DECEMBER 17, 2018
REVISION DATE BY
CHANGES PER TOWN COMMENTS 2019-03-29 DJM
UPDATED LANDSCAPING 2019-06-05 DJM
REVISED SITE LAYOUT 2019-12-16 DJM
REVISED PER TOWN COMMENTS 2020-02-24 DJM
THE ROSEBAY AT MEDFIELD
PROSPECTIVE A.N.R.
PRELIMINARY SITE PLAN
OF LAND IN
MEDFIELD, MA
730 MAIN STREET
SUITE 2C
MILLIS, MA 02054
508-376-8883(o)
C-7
D127-01
LEGACY ENGINEERING

FY2026 to FY2030 Capital Improvement Plan

Department	Project #	Project	Project Description	Funding Source	Total Project Cost	FY2026 Request	FY2027 Request	FY2028 Request	FY2029 Request	FY2030 Request
Police	MPD 18	AEDs	Replace 9 AED units	Capital Stabilization Fund	24,300					24,300
Police	MPD 16	Police vehicle	Replace Line Cruiser	Capital Stabilization Fund	66,000		66,000			
Police	MPD 17	Communications Upgrade	Radio System	Capital Stabilization Fund	100,000				100,000	
Police	MPD 19	Police Vehicle	Replace Line Cruiser	Capital Stabilization Fund	66,000	66,000				
Police	MPD 20	Taser	5 year Replacement per Warranty	Capital Stabilization Fund	85,000					85,000
Police	MPD 16	Police vehicle	Replace Line Cruiser	Capital Stabilization Fund	66,000			66,000		
Police	MPD21	Drone	Upgrade (6 year replacement)	Capital Stabilization Fund	7,500					7,500
Fire	MFD 1	Replace Engine 3	Replace Engine 3, a 1989 Pierce due to age, maintenance costs, and reliability. This vehicle was purchased to replace the previous Engine 3, a 1983 Mack, which had an electrical fire. This vehicle was replaced with a lease purchase financing agreement. $48,095 per year for 10 years	Tax Levy / Local Receipts	240,475	48,095	48,095	48,095	48,095	48,095
Fire	MFD 9	Structural Fire Gear	The National Fire Protection Associations standards mandate that fire gear should be taken out of service after 10 years as the materials start to breakdown during exposure to sunlight. Members of the department have gear older than 13 years. Each set is approximately $2,570, including helmet, hood, jacket, pants, gloves, and boots.	Capital Stabilization Fund	30,000	30,000				
Fire	MFD 18	Car 3	Replace the 2012 Pick up used by the Shift Commander	Capital Stabilization Fund	60,000		60,000			
Fire	MFD 19	Ambulance 1	Replace Ambulance 1, a 2017 vehicle	ALS Revolving Fund / Ambulance Revolving Fund	414,000	414,000				
Fire	MFD 21	Ladder 1	Replace Ladder 1	General Fund Debt	1,200,000			1,200,000		
Fire	MFD 22	Power Load System	Power load system replacement	ALS Revolving Fund	-					
Fire	MFD 23	Power Stretchers	Replacement of existing stretcher given condition of current stretcher and pending ambulance replacement	ALS Revolving Fund	-					
Information Technology	IT 5	School Information Technology	Upgrade school IT infrastructure and hardware	Capital Stabilization Fund	1,500,000	300,000	300,000	300,000	300,000	300,000
Information Technology	IT 7	Town departmental computer and server upgrades	Upgrade IT equipment at Town buildings	Capital Stabilization Fund	250,000	50,000	50,000	50,000	50,000	50,000
Parks and Recreation	PARKS 13	Metacomet Tennis Courts	Tennis courts need to be re-surfaced	Parks and Recreation Revolving Fund/ Capital Stabilization Fund	500,000	500,000				
Parks and Recreation	PARKS 14	Small SUV for Department	The department is in need of a small SUV	Parks and Recreation Revolving Fund	40,000	40,000				
Parks and Recreation	PARKS 15	Strategic Planning Consultant	The department is in need of a strategic plan and forecasting the future of the department	Parks and Recreation Revolving Fund	40,000	40,000				
Parks and Recreation	PARKS 13	Pickleball Courts	To add Pickleball Courts for the town	Parks and Recreation Revolving Fund	-		TBD			
Facilities	FAC 5	Vehicle replacement	Replacement of 1975 tractor used for snow removal and other grounds maintenance needs	Capital Stabilization Fund	55,000	55,000				
Public Works	PW 10	Backhoe Loader	Replace vehicle #16, a 2004 Backhoe	Capital Stabilization Fund	175,000	175,000				
Public Works	PW 12	Road Improvements	Chapter 90 road improvements, including crack sealing, mll and overlay, and reclamation	Chapter 90	2,060,000	412,000	412,000	412,000	412,000	412,000

FY2026 to FY2030 Capital Improvement Plan

Department	Project #	Project	Project Description	Funding Source	Total Project Cost	FY2026 Request	FY2027 Request	FY2028 Request	FY2029 Request	FY2030 Request
Public Works	PW 15	Transfer Station Solid Waste Trailer	Reconstruct the transfer station to improve traffic flow, solid waste and recycling stations, and install new compactors and equipment	Capital Stabilization Fund	120,000					120,000
Public Works	PW 18	6-Wheel Dump Truck	Replace vehicle #25, a 2005 Ford F350 with plow with a 2025 F350 with plow	Capital Stabilization Fund	127,000	127,000				
Public Works	PW 19	Snow Blower	Replace unit #68, a Sno-Go Snow blower, with a 2026 Snow Blower	Capital Stabilization Fund	125,000		125,000			
Public Works	PW 20	Ford F550	Replace vehicle #9, a 2008 Ford F550, with a 2026 F550 with plow	Capital Stabilization Fund	105,000		105,000			
Public Works	PW 21	Dump Trailer	Replace unit #67, a 1988 Dump Trailer, with a 2026 Dump Trailer	Capital Stabilization Fund	50,000		50,000			
Public Works	PW 24	Sweeper	Replace existing Elgin Sweeper #12 with new Sweeper	Capital Stabilization Fund	200,000			200,000		
Public Works	PW 25	6 Wheel Dump Truck	Replace Vehicle #7, a 2005 Mack Truck with a new Mack Truck with plow and sander	Capital Stabilization Fund	200,000			200,000		
Public Works	PW 27	Wheel Loader	Replace vehicle #30, with a new CAT Wheel Loader	Capital Stabilization Fund	190,000				190,000	
Public Works	PW 28	Sidewalk Paver	Replace existing sidewalk paver with a new sidewalk paving machine	Capital Stabilization Fund	55,000				55,000	
Public Works	PW 29	Transfer Station Reconfiguration	Reconstruct the transfer station to improve traffic flow, solid waste and recycling stations, and install new compactors and equipment	Capital Stabilization Fund	500,000				500,000	
Public Works	PW 30	Kubota Zero-Turn Mower	Replace mower #44 Kubota ZD331 with a new Zero-Turn Mower	Capital Stabilization Fund	30,000					30,000
Public Works	PW 31	Hustler 60-inch Zero-Turn Mower	Replace mower #91 Hustler Super Z with a new Zero-Turn Mower	Capital Stabilization Fund	20,000					20,000
Public Works	PW 32	Mack GR64F 10-Wheel Dump Truck	Replace vehicle #8 Mack 10-wheel dump truck with a new Mack Dump truck	Capital Stabilization Fund	200,000					200,000
DPW Pavement Management	PAVE 7	Pavement Management and Improvement - Various Projects	Pavement management and improvement projects	Capital Stabilization Fund	925,000	185,000	185,000	185,000	185,000	185,000
				TOTAL	9,826,275	2,442,095	1,401,095	2,661,095	1,840,095	1,481,895

Funding Source	FY2026 Request	FY2027 Request	FY2028 Request	FY2029 Request	FY2030 Request
Capital Stabilization Fund	$988,000	$941,000	$1,001,000	$1,380,000	$1,021,800
Tax Levy / Local Receipts	$48,095	$48,095	$48,095	$48,095	$48,095
ALS Revolving Fund / Ambulance Revolving Fund	$414,000	$0	$0	$0	$0
General Fund Debt	$0	$0	$1,200,000	$0	$0
Parks and Recreation Revolving Fund/ Capital Stabilization Fund	$500,000	$0	$0	$0	$0
Parks and Recreation Revolving Fund	$80,000	$0	$0	$0	$0
Chapter 90	$412,000	$412,000	$412,000	$412,000	$412,000
Total	**$2,442,095**	**$1,401,095**	**$2,661,095**	**$1,840,095**	**$1,481,895**

Capital Stabilization Fund Roll-Forward Analysis								
Fiscal Year	**Beginning Balance**	**Free Cash Deposit**	**Total Available for Appropriation**	**Total Project Appropriations**	**ARPA Offset**	**Investment Income**	**Projected Remaining Balance**	
FY23	$21,521	$2,000,000	$2,021,521	$1,106,000		$9,770	$925,291	
FY24	$925,291	$850,000	$1,775,291	$796,000		$49,917	$1,029,208	balance as of 6/30/2024
FY25	$1,029,208	$700,000	$1,729,208	$1,270,000	$411,000		$870,208	estimated balance as of 6/30/2025
FY26	$870,208	$850,000	$1,720,208	$988,000	$523,000		$1,255,208	estimated balance as of 6/30/2026
FY27	$1,255,208		$1,255,208	$1,000,000			$255,208	estimated balance as of 6/30/2027

To: Medfield Budget Makers and Elected Officials

Date: December 10, 2024

From: Warrant Committee

Subject: FY 2026 Budget Guidance: Approach, Targets and Timeline

Summary and Background

A host of factors pushed up the growth rate of the Town's budget in FY 2024 and FY 2025, including the inflation surge that began in mid- 2021. Fortunately, inflation has moved down from its peak last year but nonetheless, the space between our forecasted fixed expenditures and the Tax Levy allowed under Prop 2 ½ continues to be under pressure.

While the tax rate moved down in FY 2024 to $14.64, average tax bills rose 2.0%, amounting to an increase of $264 on the average home in Medfield – and tax bills will move up again in FY 2025. The property tax bills in Town have overall, risen about in line with the Consumer Price Index (CPI). Given the anticipated ongoing slowing in new growth in the property tax levy and continued budgetary strains, the tax rate is likely to face upward pressure in coming years.

Taking all of this into account, the Warrant Committee intends to take a cautious approach to budgeting in FY 2026. In summary, after a review of FY 2026 forecast revenue and fixed costs, the Warrant Committee is recommending an overall **3.6%** budget guidance for the school and town departments. Amounts of COLA for non-contract employees who are not covered by the Collective Bargaining Agreements and salary increases as stipulated by relevant Collective Bargaining Agreements for contract employees are expected to fall within this overall guidance.

COLA for non-contract employees (does not directly affect employees covered by Collective Bargaining Agreements)

Inflation has eroded everyone's purchasing power since the surge that began in the middle of 2021, though inflation has moved lower recently, with the latest read on the CPI indicating that prices in the New England Division in October were 3.3 percent higher than 12 months earlier. The Social Security Administration has decided the COLA for calendar year 2025 will be 2.5%, a decrease from the 2024 COLA.

The COLA recommended by the Warrant Committee that will be brought forward to Town Meeting must balance the need to fairly compensate the hard work and dedication of Town employees against the burden of taxes. By way of background budget COLAs were 3.0 % for FY 2025, 3.0 % for FY 2024 and 2% for several years before that. As of this date, the Personnel Board has not recommended a COLA for FY 2026.

Department Operating Budgets

As noted, budget pressures remain and are unlikely to abate in coming years. Accordingly, we ask the school and Town departments to prepare budgets that do not exceed the guidelines of 3**.6%** and 3**.7%,** respectively. Department heads should first work with the chief executives and elected boards (Superintendent/School Committee or Town Administrator/Select Board) in balancing the limitations of

these guidelines with essential department needs and services in the face of unforeseen costs for essential goods and department needs.

For line items where increases are necessary to maintain essential services, or where costs have increased in an out of the ordinary way, we ask budget makers to provide specific explanations to their Elected Boards and the Warrant Committee and to consider whether a decrease in another line item could offset the increase.

Lastly, if after review there are any unmet needs that could not be covered with either alternative revenue sources (grants, fees, etc.) or cost efficiencies, please identify these for the Warrant Committee along with specific explanations for essentials whose higher costs make Warrant Committee guidance inconsistent with providing an appropriate level of service. The Warrant Committee asks that any significant requests that fall outside of the above guidance be identified and communicated early, since it may trigger a Prop 2 ½ override request at Town Meeting.

The Warrant Committee looks forward to discussing particulars with the Superintendent, Town Administrator, and budget makers to ensure that essential and important services are provided, and that the Town's overall costs and tax rate are controlled as well as possible.

Capital Budget requests should be handled through the Capital Budget Committee process.

Timeline

December, 2024 – FY 26 budgets are due to Town Administrator and Superintendent

January, 2025- Budgets transmitted to School Committee, Select Board and Warrant Committee

December 2024 – February 2025 – Warrant Committee Liaison Member due diligence

January 14th and 28th, 2025– Warrant Committee budget review meetings with Town Departments

February 11, 2025 – Warrant Committee budget review meeting with School Department

As always, thank you for the hard work you undertake on behalf of Medfield taxpayers and the long-term future of the Town. We look forward to working with all policy and budget makers to produce an FY26 Budget that provides efficient, quality services to Town residents while continuing to be fiscally responsible with taxpayer revenue.

Sincerely,

Town of Medfield Warrant Committee

Stephen Callahan (Co-Chair), Bob Sliney (Co-Chair), Ashley Leduc, Emily McCabe, Peter Michelson, Brent Nelson, Jillian Rafter, Peter Saladino, Edward Vozzella

Attachment – FY 26 Budget Forecast

REVENUES	FY2025 Budget	FY2026 Forecast	$ Change FY25 to FY26	% Change FY25 to FY26
Property Tax Levy	$51,283,621	$53,088,030	$1,804,410	3.52%
2 1/2 Levy Increase	$1,282,091	$1,327,201	$45,110	3.52%
New Growth	$475,000	$400,000	-$75,000	-15.79%
Debt Exclusions	$2,382,869	$1,894,656	-$488,213	-20.49%
Total Property Tax Levy	**$55,423,580**	**$56,709,887**	**$1,286,307**	**2.32%**

OTHER REVENUES	FY2025 Budget	FY2026 Forecast	$ Change FY25 to FY26	% Change FY25 to FY26
State Aid	$8,655,894	$8,962,639	$306,745	3.54%
Local Receipts	$4,872,307	$5,258,961	$386,654	7.94%
Other Available General Funds	$784,887	$803,486	$18,599	2.37%
Enterprise Fund Offset	$2,280,969	$2,209,233	-$71,737	-3.15%
Total Other Revenue	**$16,594,057**	**$17,234,318**	**$640,261**	**3.86%**

Total Revenue	**$72,017,637**	**$73,944,205**	**$1,926,568**	**2.68%**

SHARED FIXED COSTS - INSURANCE/BENEFITS	FY25 Town Meeting Approved	FY26 Forecast	$ Change	% Change
Workers Compensation Insurance	$293,518	$274,763	-$18,755	-6.39%
Property, General Liability, and Professional	$292,085	$289,086	-$2,999	-1.03%
Police and Fire 111F Injured on Duty Insurance	$90,000	$90,000	$0	0.00%
Unemployment Trust Fund	$50,000	$25,000	-$25,000	-50.00%
Life Insurance	$16,000	$16,800	$800	5.00%
Health Insurance	$4,948,985	$5,476,667	$527,682	10.66%
Medicare Tax	$708,000	$700,000	-$8,000	-1.13%

Norfolk County Retirement	$3,434,727	$3,409,847	-$24,880	-0.72%
Total Town and School Employee Benefits	**$9,833,315**	**$10,282,163**	**$448,848**	**4.56%**

DEBT SERVICE	FY25 Town Meeting Approved	FY26 Forecast	$ Change	% Change
Town Debt - Principal	$2,931,249	$2,587,821	-$343,428	-11.72%
Town Debt - Interest	$1,035,984	$913,288	-$122,696	-11.84%
Lease Purchase Finance Payment	$48,095	$48,095	$0	0.00%
Total Debt	**$4,015,328**	**$3,549,204**	**-$466,124**	**-11.61%**

EXPENDITURES NOT REQUIRING APPROPRIATION	FY25 Town Meeting Approved	FY26 Forecast	$ Change	% Change
Snow Deficit/Land Damages/Tax Title	$0	$0	$0	0.00%
State Aid Offsets	$30,986	$35,389	$4,403	14.21%
Deficit to be raised on the Recap	$0	$0	$0	0.00%
State Assessments	$708,928	$562,353	-$146,575	-20.68%
Overlay	$200,000	$200,000	$0	0.00%
Total Not Requiring Approp	**$939,914**	**$797,742**	**-$142,172**	**-15.13%**

VOCATIONAL SCHOOL ASSESSMENT	FY25 Town Meeting Approved	FY26 Forecast	$ Change	% Change
Vocational School Assessment	$127,924	$152,924	$25,000	19.54%
Total Vocational School Assessment	**$127,924**	**$152,924**	**$25,000**	**19.54%**
TOTAL SHARED/FIXED COSTS	**$14,916,481**	**$14,782,033**	**-$134,448**	**-0.90%**
REMAINING REVENUES	**$57,101,156**	**$59,162,172**	**$2,061,016**	**3.61%**
OPERATING BUDGETS: 75%/25% REVENUE SPLIT	**FY25 Town Meeting Approved**	**FY25 Forecast**	**$ Change**	**% Change FY24 to FY25**
School Department	$43,112,411	$44,658,173	$1,545,762	3.59%
Town Departments	$13,988,744	$14,503,998	$515,254	3.68%
Total	**$57,101,155**	**$59,162,171**	**$2,061,016**	**3.61%**

ROBERT E. BROWN II, CPA
CERTIFIED PUBLIC ACCOUNTANTS
25 CEMETERY STREET – P.O. BOX 230
Mendon, Massachusetts 01756

Phone: (508) 478-3941 **Fax: (508) 478-1779**

November 27, 2024

Kristine Trierweiler Town Administrator and the Select Board
Town of Medfield
459 Main Street
Medfield, Massachusetts 02052

We are pleased to confirm our understanding of the services we are to provide for the Town of Medfield, Massachusetts for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Town of Medfield, Massachusetts as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Medfield, Massachusetts's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Medfield, Massachusetts's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Retirement System Schedule of the Town's Proportionate Share of Net Pension Liability
3) Retirement System Schedule of the Town's Contribution
4) Massachusetts Teachers Retirement System Schedule of the Special Funding Amounts of the Net Pension Liability
5) Other Post-Employment Benefits: Schedule of the Town's Net OPEB Liability and Related Ratios
6) Other Post-Employment Benefits: Schedule of Town Contributions
7) Other Post-Employment Benefits: Schedule of Investment Returns
8) Notes to the Required Supplementary Information Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Medfield, Massachusetts's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may be you for responding to this inquiry.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Medfield, Massachusetts's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Medfield, Massachusetts's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town of Medfield, Massachusetts's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Town of Medfield, Massachusetts in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of the field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town of Medfield, Massachusetts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robert E. Brown II, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Department of Homeland Security or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robert E. Brown II, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Department of Homeland Security. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert E. Brown II, CPA is responsible for supervising the engagement and signing the reports.

Our fee for these services will be $44,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

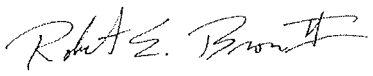
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Select Board of the Town of Medfield, Massachusetts. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report. If our opinions are other than unmodified, we will discuss the reasons with you in advance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Medfield, Massachusetts and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the Town of Medfield, Massachusetts.

Management signature: _____

Title: _____

Date: _____

Select Board signature: _____

Title: _____

Date: _____

ROBERT E. BROWN II, CPA

CERTIFIED PUBLIC ACCOUNTANT
25 CEMETERY STREET – P.O. BOX 230
Mendon, Massachusetts 01756

Phone: (508) 478-3941

November 27, 2024

Kristine Trierweiler Town Administrator and the Select Board
Town of Medfield
459 Main Street
Medfield, Massachusetts 02052

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Town of Medfield.

We will apply the agreed-upon procedures which the Massachusetts Department of Elementary and Secondary Education has specified, listed in the attached schedule, to the 2023 - 2024 End of Year Financial Report (hereinafter referred to as the "End-of-Year Report") of the Medfield Public Schools as of and for the year ended June 30, 2024, as prepared in accordance with Massachusetts Department of Elementary and Secondary Education guidelines and school finance regulations as defined in Chapter 70 of the Massachusetts General Laws. This engagement is solely to assist the The Town of Medfield and the Massachusetts Department of Elementary and Secondary Education to determine whether the "End-of- Year Report" includes all activity of the reporting period, are supported by applicable accounting records, and are fairly presented in accordance with State requirements. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the completeness and accuracy of the "End-of-Year Report" as filed with the Massachusetts Department of Elementary and Secondary Education for the year ended June 30, 2024. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

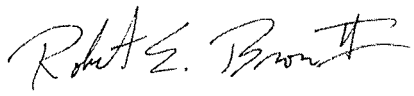
We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the management of the Town of Medfield and the Massachusetts Department of Elementary and Secondary Education and should not be used by those who did not agree to the procedures and take responsibility for the sufficiency of the procedures for their purposes. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the "End-of-Year Report" in accordance with the compliance requirements described in the Massachusetts Department of Elementary and Secondary Education Compliance Supplement.

Our fee for these services will be $5,000. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss it with you before we incur additional costs.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,



Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the Town of Medfield, Massachusetts.

Management signature: _____

Title: _____

Date: _____

Select Board signature: _____

Title: _____

Date: _____

SPECIFIC COMPLIANCE REQUIREMENTS

Schedule 1 - Revenue & Expenditure Summary

I. **Revenues**

A. Revenue from Local Sources

1. Trace Revenues from Local Sources reported on Schedule 1 to the municipal and district accounting ledgers. Also, trace the revenues reported on district's accounting ledgers to revenues reported on Schedule 1. These amounts should agree.

C, D, and E. Revenues from Federal Grants, State Grants and Revolving & Special Funds

2. Trace the revenue from state aid, federal grants, state grants, and revolving and special funds to the detail in District's accounting ledgers. Also, trace the revenues reported on District's accounting ledgers to revenues reported on Schedule 1. These amounts should agree, with the possible exception of revenue from state aid, federal grants and state grants, which are entered by the State based on allotments. ***Validate that the DESE Administered Federal Grant Revenues entered on line 300 and the DESE Administered State Grant Revenues on 510 match the Final FY'24 grant revenue file posted on the DESE EOYR website.***

Note: Amounts deposited in legally authorized revolving accounts (e.g., School Choice) cannot be transferred to the General Fund.

II. **Expenditures**

A. By School Committee and B. By City or Town

3. Trace the amounts reported for general fund education expenditures from Schedule 1, line 1850 to the municipal accounting ledgers and to the district accounting ledgers. Also trace the expenditures reported on district's accounting ledgers to expenditures reported on Schedule 1. These amounts should agree. If a crosswalk exists between the accounting ledgers and the EOYR, verify that the crosswalk agrees with the accounting ledgers in total and trace a sample of expenditures from the crosswalk to the accounting ledger.

4. Trace the amounts reported for a sample of DESE functions (i.e., teachers, principals), object codes (i.e., professional salaries (01), other salaries (02), and other expenditures (04-06) and DESE programs (i.e., regular day, special education, etc.) in Schedule 1 to the detail in the accounting ledgers or to the crosswalk, if applicable. These amounts should agree.

5. Test Extraordinary Maintenance (4300) expenditures for the following: Verify that expenditures do not include salaries; verify that the expenditures include applicable principal portions of a loan or the cost of a lease/purchase agreement; and verify that expenditures classified as Extraordinary Maintenance (4300) do not exceed the per project per school dollar limit for

extraordinary maintenance of $150,000. Trace the expenditures to the detail in the accounting ledgers.

6. Determine how expenditures for fringe benefits are assigned or allocated to Schedule 1 Employee Benefits, Insurance (5100, 5200).
   a. Trace the reported cost to the detail in the accounting ledgers using the methodology indicated. These amounts should agree.

   b. Determine if expenses are charged to 5150 Employee Separation Costs. If no expenses are charged, inquire if any District employees retired in FY'24. In the event District employees retired, there should be costs/expenses reported.

   c. Determine if the district reported Insurance for Retired Employees (5250) separately and appropriately.

7. If amounts are reported for Rental Lease of Equipment or Buildings determine if the required rental lease schedule is maintained locally.

8. Verify that expenditures charged to lines 1683 or 2060, Short-term Interest RAN's (5400) relate exclusively to Revenue Anticipation Notes (RAN's).

9. Verify that expenditures charged to line 1684 or 2065, Short-term Interest - BAN's (5450) relate exclusively to Bond Anticipation Notes (BAN's).

10. Identify expenditures reported as long-term School Construction debt for principal (8100) and interest (8200). Verify that BAN's are not included in these functions. Trace the reported costs to the Treasurer's debt schedule. Trace the reported amount to the detail in the accounting ledgers. These amounts should agree. ***Note:*** **If the district received a lump sum wait list or progress payment from the Massachusetts School Building Authority (MSBA), verify that the revenue was reported on line 130 and that expenses were reported for paydown of principal (8100), or Purchase of Land and Buildings (7100,7200) if applicable.**

11. Trace the expenditures for tuition payments to other public school districts in state (9100), to out of state schools (9200), to non-public schools (9300), to member collaboratives (9400), and assessments to member regional school districts (9500) to the detail in the accounting ledgers. These amounts should agree. *Note:* If the district prepaid FY'25 special education tuition, verify that prepaid tuition was not included as an FY'24 expense. If the District prepaid FY'24 tuition from FY'23, that amount should be included as an FY'24 expense.

12. For municipal expenditures that result in services directly related to the school committee:
    a. Obtain a copy of a written agreement between the School Committee and Municipal officials documenting agreed upon methodologies to be used when allocating, distributing, or assigning Municipal expenditures to the District.

    b. Test the amounts reported using the documented methodology. These amounts should agree.

13. Expenditures from Federal Grants, State Grants and Special Funds
    a. Trace amounts claimed as Circuit Breaker expenses on line 3080 Column 7 to the accounting ledgers or journals.

    b. Determine if the District charged a restricted indirect rate to grants and indicate so in the report (including the rate charged).

Schedule 3

14. For Schedule 3 expenditures:
    a. Verify that the District's accounting system includes School location codes and trace the amounts reported by school location on the linked file to the accounting ledgers. These amounts should agree.

    b. If staff is assigned to more than one school, determine if the District maintains a payroll system or spreadsheet to document the assignment of staff salaries by school location.

    c. If allocations are used to assign staff salaries to schools, programs, functions, or objects, was the allocation supported by a documented methodology?

    d. If allocations are used for non-salary expenditures, determine if the District maintains a documented methodology for consistency in application. Allocations are acceptable on Schedule 3 for non-salary expenditures although direct assignment or charging is preferable.

    e. Ensure amounts reported as Districtwide cannot be assigned to specific school.

Schedule 4

15. Ascertain the methodology used to allocate, distribute, or assign special education costs to the placement categories on Schedule 4 and review the propriety of the methodology. Test the amounts reported on Schedule 4 using this methodology. These amounts should agree.

Schedule 7

In the event that a Municipal District does not have complete ridership data for Regular Day expenditures, please just note the inconsistency. That inconsistency should not be considered a finding.

16. Trace the transportation expenditures reported on Schedule 7 to the transportation expenditures reported on Schedule 1. These amounts should agree. Determine the methodology used to allocate transportation expenditures on Schedule 7 and verify the accuracy of the allocations. Also, if applicable, verify that reimbursable expenditures have been reduced by transportation revenue received from students transported.

17. Determine if there is adequate detail to support amounts reported (expenses and riders) for special education pupils transported outside the District.

18. Trace riders reported on Schedule 7 to the detailed transportation records and verify that the amounts reported on Schedule 7 are accurate and consistent with the detailed records.

19. Determine if the District's accounting system separates costs in order to facilitate reported as outline in Schedule 7, including in-or-out of District, pre-school, non-public, school choice, charter school).

    a. Determine if reimbursable expenditures claimed on line 4283 Homeless to Outside the District and line 4285 Homeless from Outside the District are supported by adequate documentation.

    b. Verify that foster care transportation was *not* claimed as homeless and is reported appropriately on line 4286.

    If a cost allocation plan was used to determine reimbursable expenditures, review the propriety of the plan, and test the expenditures reported.

Schedule 19

20. Determine if the School District has reported all changes to Schedule 19 Part A.1 - Appropriation by School Committee to the department. Compare the final School Committee Appropriation to Schedule 19 Part A.1 as filed/amended to determine if all changes were reported.

21. Determine amounts budgeted in Schedule 19 Part A.2 are consistent with methodologies outlined in the agreement noted in procedure II A. 4 a. above.

22. Determine that retiree health insurance (5250) is reported separately.

PRIDA, GUIDA & PEREZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
1106 N. FRANKLIN STREET
TAMPA, FLORIDA 33602
TELEPHONE: (813) 226-6091
FAX: (813) 229-7754

Report on the Firm's System of Quality Control

February 26, 2021

To the Owner of Robert E. Brown, II, CPA
And the Peer Review Committee of the
Massachusetts Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Robert E. Brown, II, CPA (the firm), in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

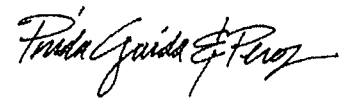
Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards,* including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Robert E. Brown, II, CPA in effect for the year ended May 31, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies),* or *fail*. Robert E. Brown, II, CPA has received a peer review rating of *pass*.



Prida Guida & Perez, P.A.

RETAIL LIQUOR LICENSE RENEWAL APPLICATION GUIDELINES

Without exception, all annual alcoholic beverages **licensees** are required to renew their alcoholic beverages license by **November 30th** of each year.

All retail license renewal applications must be signed by an authorized corporate officer, individual or partner and filed with the Local Licensing Authority between November 1st and November 30th. Licensees who are in the process of transferring their licenses are required to file the renewal application until the transfer has occurred and they are no longer the licensee of record.

Licensees are responsible for correcting any differences between their files and the ABCC license file on the renewal application in red ink. An LLA Certification Form / Form 43 verifying these changes have been ABCC approved must be attached to the license renewal application in order to change the official ABCC license file. Please mail those corrections along with the renewal packet to the ABCC.

All on-premises M.G.L. c. 138, §12 licensees must provide proof of the required liquor liability insurance and a copy of the required Fire Safety Inspection Certificate to the Local Licensing Authorities. Please **do not** forward the Fire Safety Certificates, Insurance Certificates, or License Certificates to the ABCC. You should keep these forms for your records.

Please **mail** the completed below form, all completed renewal certificate forms, and any corrective forms to the ABCC no later than February 3rd with no staples included.

ABCC
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

Any renewal application not signed and filed by November 30th will be treated as a NEW License.

If a renewal application becomes a new license for failure to meet the November 30th signing deadline, it will be subject to all the procedures set forth under Chapter 138, §15A.

Any questions regarding the above guidelines should be directed to
Sean Walsh at ext. 749 or Ryan Melville at ext 718.

Ralph Sacramone, Executive Director

RENEWAL CERTIFICATION 2025

CITY/TOWN:

A. LICENSEES WHO FAILED TO RENEW FOR 2025:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2025:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:

We hereby certify that the premises described in 2025 renewal applications for the above mentioned municipality are now occupied, used, or controlled by the licensee and will be on January 1, 2025. The renewal applications have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities

A. LICENSEES WHO FAILED TO RENEW FOR 2025:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2025:

LICENSE #:	LICENSEE CORPORATE NAME AND ADDRESS:

2024 Tree City USA Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2024 calendar year.

PRIMARY CONTACT INFORMATION

Contact Name:
Kristine Trierweiler

Email:
ktrierweiler@medfield.net

Phone:
+1 (508) 906-3011

Address:
459 Main Street

Medfield, Massachusetts 02052

Medfield COMMUNITY INFORMATION

Select which best describes your community:
Community has a Department Chair or City Manager

Ordinance Date:
02/03/2009

Ordinance Uploaded

Per-capita Expenditure
$4.44

Arbor Day Date
12/04/2024

Arbor Day Proclamation Uploaded

As Mayor or Equivalent of the Community of Medfield

Mayor or Equivalent Signature	Title	Date

Application Certification (to be Completed by the State Forester)

The above-named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2024 calendar year, having in my opinion met the standards required for recognition.

State Forester Signature	Title	Date

November 18, 2024

Ms. Jessica A. Wall
Anderson & Krieger LLP
50 Milk Street, 21st Floor
Boston, Massachusetts 02109

Re: Peer Review and Licensed Site Professional Services
Former Medfield State Hospital Campus
Medfield, MA 02128

Dear Ms. Wall:

Roux Associates, Inc. (Roux) appreciates the opportunity to provide Anderson & Krieger LLP (Anderson) with this proposal to provide Licensed Site Professional (LSP) Services related to response actions being completed under the Massachusetts Contingency Plan (MCP) at the Former Medfield State Hospital Campus in Medfield, MA (the Site). Roux understands that Anderson has been retained by the Town of Medfield to advise them on the appropriateness and completeness of response actions being performed by Weston & Sampson Inc. on behalf of the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM).

Scope of Services

As an initial step, Roux's LSPs will conduct an independent review of relevant reports prepared by Weston & Sampson and others for the Site. Additionally, Roux will prepare written documentation (either email communications or memorandums) documenting opinions regarding the appropriateness and completeness of MCP response actions, either planned or previously completed by others. Roux will be available throughout the project on an as-needed basis to answer questions from Anderson or Town of Medfield representatives, and participate in project meetings or public meetings, as requested.

Reviews will consist of a technical evaluation, as well as an evaluation of regulatory compliance. Mr. Brian Klaus and Mr. Edward J. Weagle are the LSP's expected to serve on this project. Mr. Klaus has over 11 years of experience in completing environmental investigation and remediation projects, and Mr. Weagle has over 30 years of experience, including 12 years with Massachusetts Department of Environmental Protection (MassDEP) completing technical audits. Professional profiles of personnel anticipated to support this project are provided as **Attachment 1**.

Estimated Costs

Peer review services will be completed on a time and materials basis consistent with the hourly rates provided in **Attachment 2**.

The estimated cost of our services will be based in part on the amount and complexity of background documentation requiring review, which at this time is not known. Therefore, Roux proposes an initial not-to-exceed budget of $8,000 to review documents, prepare the memorandum and participate in meetings and calls. This budget may be modified upon mutual written agreement, if warranted by project needs.

0001.R000XM.1397.LP

Authorization

Written authorization for Roux to commence the Scope of Services set forth in this Proposal shall constitute acceptance by Anderson of the Proposal, the Rate Schedule and the attached general terms and conditions of the Professional Services Agreement, dated November 18, 2024, between Anderson and Roux ("Agreement") (**Attachment 3**), incorporated herein. Please indicate your agreement by having an authorized representative execute this Proposal, Rate Schedule and Agreement and return to the undersigned. Please retain copies for your records. Upon receipt of the written authorization, Roux will commence the performance of the services described above.

This Proposal may be executed and delivered (a) in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and/or (b) by facsimile and/or electronically, in which case the instrument so executed and delivered shall be binding and effective for all purposes.

Please contact Brian Klaus by telephone at 781-569-4000, or by email at bklaus@rouxinc.com if you have any questions or require additional information. We look forward to the opportunity of working with you on this Proposal.

Sincerely,

ROUX ASSOCIATES, INC.

Brian Klaus, LSP
Senior Geologist

Edward J. Weagle, LSP, LEP, CHMM
Principal Geologist

Nancy Nevins, LSP, PG
Operations Manager/Principal Geologist

ANDERSON & KRIEGER LLP hereby authorizes ROUX ASSOCIATES, INC. to commence the Scope of Services set forth herein and accepts and agrees to the General Terms and Conditions set forth in the attached Professional Services Agreement dated November 18, 2024 and in this Proposal, incorporated therein.

ANDERSON & KRIEGER LLP

_____
(Signature)

_____
(Please Print Name)

_____
(Title)

_____

PROFESSIONAL PROFILE



Edward Weagle, LSP, LEP, CHMM

Principal Geologist

CONTACT INFORMATION
Main: (781) 569-4000
Direct: (781) 569-4066
Email: eweagle@rouxinc.com
Website: www.rouxinc.com

200 Summit Drive, Suite 500
Burlington, MA 01803

EDUCATION
BS, Geology, University of Massachusetts Amherst, 1991

PROFESSIONAL LICENSES
Licensed Site Professional No. 4505, Massachusetts
Licensed Environmental Professional No. 656, Connecticut
Certified Hazardous Materials Manager, Institute of Hazardous Materials Management

EXPERIENCE SUMMARY
Over 30 years of experience: Principal Geologist with Roux (2022-present); Environmental Team Leader/Associate, Sr. Project Manager, Sr. Environmental Scientist at O'Reilly, Talbot & Okun Associates (2004-2021); Environmental Analyst, MassDEP's Bureau of Waste Site Cleanup (1992-2004).

TECHNICAL SPECIALTIES
With more than 30 years of experience as an Environmental Professional, Mr. Weagle has designed, implemented, and managed environmental assessments, remedial actions, and Regulatory Compliance at hundreds of Massachusetts Contingency Plan (MCP) oil and/or hazardous materials release locations. He has provided LSP-of-Record Opinions for more than 140 MCP disposal sites; Mr. Weagle's other areas of expertise include ASTM due diligence Phase I/II Environmental Site Assessments; Brownfields Redevelopment Projects and Contaminated Soil Management under the MCP; Review of regulatory submittals for technical adequacy and regulatory compliance of MCP disposal sites prepared by other consultants. While working at the Massachusetts Department of Environmental Protection (MassDEP), Ed reviewed technical adequacy and regulatory compliance of response action submittals prepared by LSPs on behalf of clients and assisted in the preparation and negotiation of administrative enforcement actions with regulated entities.

REPRESENTATIVE PROJECTS

Real Estate/Brownfields

- **Former Cariddi Sales, North Adams, Massachusetts.** Associate-in-Charge/LSP-of-Record for brownfields redevelopment project aassisting architect developer client in evaluating historical and due diligence assessment results at brownfield mill complex formerly occupied by a textile mill/aluminum tubing manufacturer. Advised client's attorney in negotiating liability relief in the form of a Covenant-not-to-Sue from the Massachusetts Attorney General's Office. Management of residual chemicals from former operations. Excavation of PCB impacted soil in former transformer area, management of petroleum impacted soil during site redevelopment activities. Evaluation of sediments in a former waterpower tail raceway. Attended and presented at public informational meeting to keep community informed of activities at the site. Implemented a Temporary Solution under the MCP, including long-term groundwater monitoring to assess contamination attenuation and progress toward a Permanent Solution.

- **Religious Institution Underground Storage Tank Removals, Various Locations, Western Massachusetts.** Project Manager and later Associate/LSP-of-Record for the closure and removal of dozens of USTs at active and surplus properties owned by the Roman Catholic Bishop of Springfield over a 15+ year period. Client work included interfacing with parish council members and priests; bidding and cost estimating; UST removal observation, post-removal assessment and documention; regulatory compliance including Limited Removal Actions, Release Notification and Immediate Response Actions, soil excavations and product recovery, nature and extent assessments, vapor intrusion evaluations, Phase I and Phase II MCP Reporting, Method 1 and Method 3 Risk Characterizations, and the implementation of Permanet Solutions including Notices of Activity and Use Limitations (AULs).

- **Former National Metals, West Springfield, Massachusetts.** Project Manager and Associate-in-Charge/LSP-of-Record assisting a national manufacturing company in performing due diligence divestment of a former manufacturing facility, that historically performed machining, degreasing, painting, and plating. Assessment of releases of petroleum and

volatile organic compounds from historic operations. The Site was impacted with chlorinated volatile organic compounds and cutting oil NAPL. Installation and long-term operation of a large sub-slab depressurization system (SSDS) designed to abate vapor intrusion and mitigate potential Imminent Hazard conditions in a large industrial building. Assessment and mitigation of potential off-property impacts. Maintained relationships with client, current owner, abutter, regulators, and current building tenants.

- **Former Wireland Products Company, Springfield, Massachusetts.** Associate-in-Charge/LSP-of-Record assisting an attorney client in evaluating due diligence results and feasibility of redeveloping a former wire manufacturing brownfield into commercial offices and healthcare facility. Assessment and evaluation of separate phase oil and chlorinated volatile organic compounds. Assessment of vapor intrusion in several buildings. Designed SSDS, performed site-specific risk assessment, and implemented deed restriction/institutional controls to achieve a timely and protective Permanent Solution with Conditions under the MCP, facilitating the sale of the property to a new owner.
- **Industrial Manufacturing Facility, Agawam, Massachusetts.** Associate and LSP-of-Record for due-diligence transfer of specialty manufacturing business between business partners. The primary concern was a degreaser that formerly used chlorinated solvents. Performed vapor intrusion assessment focused on degreaser, which identified VOCs in soil gas beneath the building in the vicinity of the degreaser. Assisted in the design and implementation of a plan to mitigate potential vapor intrusion into indoor air including the installation of a SSDS without potentially identifying conditions that may have put the transfer of the business assets at risk. Achieved regulatory closure under the MCP in one year by employing a Permanent Solution with Conditions and Notice of Activity and Use Limitation requiring the maintenance of the SSDS.
- **Former Transformer Manufacturing Facility, Pittsfield, Massachusetts.** Associate in Charge/LSP-of-Record assisting quasi-public redevelopment authority with regulatory compliance and contaminated soil management during construction of the Berkshire Innovation Center on land formerly occupied by a large, multi-parcel transformer manufacturing facility. The property is subject to a complicated Environmental Restriction and Easement (ERE) and unique regulatory requirements under a Consent Decree negotiated among multiple parties and regulatory agencies. Development of sampling plans in accordance with the ERE, and interface with state and federal regulators to obtain required approvals under the ERE.
- **Scrap Metal Recycling Facility, Chicopee, Massachusetts.** Project Manager and then Associate in Charge/LSP-of-Record assisting family-owned business in the performance of due diligence assessment of a specialty/non-ferrous metal recycling facility as part of family member divestiture. Excavation and removal of lead impacted soil that had migrated onto abutting residential properties. Interface with owners of affected residential properties to obtain permission to perform excavation. Interface with regulatory agency to obtain approvals for Immediate Response Actions. Management of contaminated soil during site improvements, including buildings additions and concrete pads and pavement to improve facility operations. Preparation of MCP Phase I, Phase II and Phase III Reports. Developed long-term Temporary Solution remedy for the on-site management of impacted soil generated from contaminated soil excavations, avoiding costly off-site disposal, pending the identification and implementation of a redevelopment plan that will result in a Permanent Solution.
- **Pioneer Foundry, Hardwick, Massachusetts.** Project Manager for real estate holding company client addressing lead and petroleum impacted soil at former foundry and coal-fired power plant in Hardwick Massachusetts. Work was performed under the regulatory oversight of the US EPA On-Scene Coordinator (OSC) responsible for reducing risks due to lead in surface soils at the former foundry, which was located adjacent to a residential neighborhood. Developed and implemented quality assurance project plan, community relations plan, and health and safety plan for approval by USEPA OSC, and Immediate Response Action (IRA) Plan approved by MassDEP. Designed and implemented soil assessment program using XRF technology to rapidly accelerate the assessment and excavation of lead impacted surface soils as directed by the regulatory agency. Collaborated with successor corporate entity to facilitate transfer of responsibility for project management to new responsible party not previously identified.

Petroleum

- **Bulk Petroleum Storage Facility, Pittsfield Massachusetts.** Project Manager and later Associate-in-Charge/LSP-of-Record for releases from a former bulk petroleum stoage facility in Pittsfield, Massachusetts. Represented a retail petroleum distributor which had multiple fuel oil releases impacting a residential property, a private street right-of-way, and had comingled with fuel oil releases from a second near-by bulk petroleum storage facility. Achieved Permanent Solution with Conditions for residential and bulk storage terminal property, achieved Temporary Solution for private right-of-way.

- **Bulk Petroleum Retail Distributer, Various Locations, Massachusetts.** Associate-in-Charge/LSP-of-Record for wholesale and retail petroleum delivery client at multiple sudden release locations resulting from bulk delivery vehicle roadway accidents and/or equipment failure/operator error during offloading. Interface with municipal and state road departments, and impacted private third parties. Soil excavation oversight, confirmatory sampling, regulatory reporting and regulatory compliance. Achieved Permanent Solutions and No Further Action determinations at each release location.

Other Project Experience

- **Associate-in-Charge for Due Dilligence Assessment for PFAS at Electronics/Aerospace Manufacturer, Western Massachusetts.** Representated local areospace manufacturing company's interests in acquisition by a national firm. Acquiring firm had idendified PFAS as a REC during due-dilligence and required sampling. Designed and presented sampling program on behalf of client to gain concurrance from acquiring party. Sampling and data evalaution of results demonstrating that while present, PFAS was below regulatory reporting thresholds, facilitating the corporate merger.
- **Enforcement Action MassDEP Support.** Provided representation and support in an enforcement action MassDEP took against a petroleum delivery client for alleged noncompliance with MCP notification and approval requiements. Represented and supported client during administrative enforcement proceedings and provided written supporting documentation resulting in a 75% reduction in proposed penalty amounts.
- **Project Manager or Associate-in-Charge for dozens of ASTM All Apprpriate Inquiry (AAI) Phase I Environmental Site Assessments.** Clients have included major corporations, law firms, institutions, municipalities, and lenders. Locations assessed have included retail stores, healthcare facilities, industrial manufacturers, vacant conservation land, commercial establishments, petroleum refueling facilities, and strip malls.
- **MassDEP Environmental Analyst.** As an Environmental Analyst with MassDEP, assisted in data reduction of soil analytical results collected as part of a wide-ranging residential undergound storage tank removal project from the Weathersfield neighborhood of Natick Massachusetts. Work included evaluating relative concentrations of extractable petroleum hdyrocarbon fractional ranges vs. various target analytes, resulting in the identification of the four diesel range target analytes that drive risk at residential heating oil release sites.

PROFESSIONAL AFFILIATIONS

Licensed Site Professional Association (LSPA), Member, LSPA Loss Prevention Committee

PROFESSIONAL PROFILE



CONTACT INFORMATION

Main: (781) 569-4000
Direct: (781) 569-4039
Email: bklaus@rouxinc.com
Website: www.rouxinc.com

200 Summit Drive, Suite 500
Burlington, MA 01803

EDUCATION

BS, Environmental Geosciences, Boston College, 2013
BA, Communications, Boston College, 2013

PROFESSIONAL LICENSES

Massachusetts Licensed Site Professional #2540

Brian Klaus, LSP

Senior Geologist I

EXPERIENCE SUMMARY

Prior work experience includes Senior Geologist (2019-present), Project Geologist (2017-2019), and Staff Geologist (2013-2017) at Roux; Intern, Chartis (AIG), Boston, Massachusetts (2012); and Intern, Department of the Environment, Community and Local Government, Dublin, Ireland (2011).

TECHNICAL SPECIALTIES

Mr. Klaus has over ten years of experience conducting environmental site assessments, environmental due diligence assessments, and designing and implementing environmental site investigation and remediation projects. These experiences are focused around identifying, assessing, and remediating environmental contamination in soil, groundwater, and soil vapor. Mr. Klaus also has significant experience managing remedial construction and soil excavation, including management of subcontractors, waste characterization, regulatory reporting, and community air monitoring. Mr. Klaus also has experience with implementing hazardous building materials surveys in support of real estate transactions.

REPRESENTATIVE PROJECTS

- **Superfund Site, Massachusetts.** Represented a confidential major developer client throughout the acquisition of an Environmental Protection Agency (EPA) National Priorities List (NPL) Superfund Site that was found to be contaminating the public water supply. As part of the acquisition process, provided environmental support throughout the client's due diligence process and negotiations with seller and EPA. Environmental services provided included due diligence support, the development and costing of a remediation approach that was in line with the EPA site goals, as well as within the clients desired timeline. Continued to provide environmental services for site investigation and remediation activities, which are managed by both the EPA as well as the Massachusetts Department of Environmental Protection (MassDEP).

- **Urban Redevelopment, South Boston, Massachusetts.** Managed overall environmental services in support of redevelopment across multiple parcels encompassing approximately 12-acres and multiple environmental releases. Managed waste characterization and waste profiling efforts, Massachusetts Contingency Plan (MCP) reporting, and environmental investigation activities, all of which were performed on an expedited schedule to meet property redevelopment goals. In addition to environmental releases being regulated by the Massachusetts Department of Environmental Protection (MassDEP), portions of the project were subject to USEPA Toxic Substances Control Act (TSCA) regulations due to elevated levels of polychlorinated biphenyls (PCBs) present in environmental media.

- **Phase I Environmental Site Assessments**. Conducted, oversaw, and managed dozens of Phase I Environmental Site Assessments in accordance with ASTM E1527-13 throughout New England, New York, and New Jersey. Property types included large retail shopping centers, industrial facilities, and residential properties. Associated activities included agency contact, database management and interpretation, site inspections, identification of recognized environmental conditions (RECs), and report preparation. Based on Phase I findings, provide recommendations to clients, legal counsel, and lenders on potential liabilities and, and recommendations for additional

- **Demolition and Redevelopment Support.** Managed numerous hazardous building material surveys (asbestos-containing building materials [ACBM], lead-based paint [LBP] and PCBs) in support of demolition, as well as in support of due diligence for real estate transactions.

Surveys often conducted on an aggressive schedule to meet client deadlines. Surveys included subsequent PCB substrate sampling, and consulting on approaches for bulk product removal/remediation of PCB impacted materials. Coordinated and oversaw abatement measures with strict timeframes. Associated activities included daily reporting, oversight of subcontractor field crews, and coordination with property tenants.

- **Petroleum Bulk Storage Facility, Albany, New York.** Provided remediation management, regulatory interfacing and reporting for bulk petroleum terminal in upstate New York. Remediation includes recovery of separate phase petroleum hydrocarbons through passive pumping and the installation and operation of an air sweep/soil vapor extraction system.
- **Retail Center, Enfield, Connecticut.** Implemented remedial responses to a CT DEEP Significant Environmental Hazard (SEH) created by a chlorinated solvent plume located beneath an active restaurant after original consultant's remedy was unsuccessful. Response actions included investigation to properly identify the source and source extents, design and installation of a sub-slab depressurization (SSDS) system, and the design and implementation of an in-situ chemical oxidation (ISCO) injection system infrastructure beneath the restaurant. Chemical injections and air sparging technologies were implemented to address the source zone of contamination. Work was completed on an aggressive schedule to reduce the impacts to restaurant operations. Work included remedial system infrastructure installation, abatement of ACBM floor tile, chemical injections, air sparging, environmental monitoring, and regulatory coordination and reporting.
- **Former Industrial Waste Discharge Site, Middleborough, Massachusetts.** Project manager for the investigation and MCP reporting of a 26-acre Site. The Site featured three ponds that received industrial wastewater discharge between approximately 1900 and 1983. Prior to Roux's involvement, the Site was in a state of regulatory non-compliance with MassDEP. Designed, implemented, and managed investigation, response, and assessment actions, including human health and ecological risk assessments, in order to bring the Site back into a state of regulatory compliance.
- **Brownfields Cleanup Program, Olean, New York.** Project manager for a 9-acre NYSDEC Brownfields Cleanup Program Site, located on one of the first oil storage and refining centers in the Northeast. Project included the design and implementation of a 25,000 cubic yard soil in-situ stabilization, and excavation and backfill of approximately 75,000 cubic yards of soil. Work included engineering design, development of an excavation and solidification sequencing plan to minimize and control vapors and odors; and installation QA/QC and validation. Work conducted to allow for redevelopment of property for an industrial client.
- **Bulk Storage Facility, East Providence, Rhode Island.** Designed and implemented a direct sensing investigation to identify the extents of LNAPL at a petroleum bulk storage terminal in order to evaluate additional LNAPL recovery potential. Technologies utilized include Laser Induced Fluorescence (LIF) and Hydraulic Profiling Tool (HPT), as well as traditional direct-push soil borings. Delineation efforts reduced the estimated size of the LNAPL plume from 24 acres to 13 acres.
- **I-495 Roadway Spill, Chelmsford, Massachusetts.** Managed and oversaw response actions and remediation of a roadside diesel spill resulting from a vehicle accident involving an international shipping clients' fleet vehicle. Managed all aspects of remediation, including subcontractor management, MCP reporting, and Massachusetts Department of Transportation (MassDOT) coordination. Spill was located directly above a fiber-optic cable, which required additional coordination with the fiber-optic company.
- **Environmental Consulting and Support, Massachusetts Municipality.** Provided environmental support to a local municipality and its water treatment plant by monitoring contaminated groundwater near the town's drinking water withdrawal wells. Provide recommendations relating to temporary shutdowns of certain drinking water wells and the impacts of off-site chemical plumes to the water treatment plant. More specifically, worked with the town to prevent 1,4-dioxane from entering the drinking water withdrawal wells and treatment plant influent.
- **Bulk Storage Facility, East Providence, Rhode Island.** Oversaw the installation of an Engineered Natural System (ENS) to treat shallow groundwater and surface water in East Providence, Rhode Island. Provided oversight of installation of permeable reactive barrier, subsurface flow constructed treatment wetland, and contingency treatment system. Work was completed to fulfill the requirements of the Rhode Island Department of Environmental Management.
- **Field Manager, Rutland, Vermont.** Field Manager for a remedial excavation project to remove 11,000 tons of petroleum impacted soil from 3 excavation areas to depths exceeding 30 feet below grade. Responsible for overseeing subcontractors and ensuring the work and the support-of-excavation system installation were completed in accordance with engineering specifications.
- **Field Manager, Brooklyn, New York.** Field Manager for large redevelopment project encompassing approximately 22 acres. Project included coordination and oversight of in situ waste

characterization sampling, excavation, and proper disposal of soil. Managed field personnel and subcontractors for characterization of 250,000 cubic yards of soil. Provided excavation and construction oversight of NYCOER E-designation site with the removal of 20 unknown USTs and off-site disposal of 300,000 tons of soil. Inspected SSDS infrastructure and vapor barrier installation as part of remedial implementation.

- **Field Sampling Team Leader, Los Angeles, California.** Field Sampling Team Leader for residential surficial soil assessment throughout the County of Los Angeles, California. Responsible for implementing DTSC Work Plan in conjunction with LA County personnel. Soil was analyzed utilizing X-ray fluorescence (XRF) equipment to provide real- time results. Results were then communicated to homeowners via public health nurses, in conjunction with LA County.
- **Field Manager, Manhattan, New York.** Field Manager for a NYCOER E-designation redevelopment site. Responsibilities included excavation oversight and waste disposal oversight of 20,000 tons of soil, Community Air Monitoring implementation, as well as waterproofing and vapor barrier inspections as part of remedial implementation.
- **Field Manager, Multiple Sites, New York City.** Field Manager for numerous NYCOER Remedial Investigations and NYSDEC Brownfields Cleanup Program Remedial Investigations in the five boroughs of New York. Responsibilities included the installation of soil borings, monitoring wells, and soil vapor points, in situ waste characterization, health and safety oversight, Community Air Monitoring implementation, and report preparation.

HEALTH & SAFETY

OSHA 40-Hour HAZWOPER Training, (yearly 8-hr refreshers)

OSHA 10-Hour Construction Outreach Training

First Aid and CPR Certified

Loss Prevention System (LPS) Manager/Supervisor Certification
Transportation Worker Identification Credential (TWIC) Certification

2024 SCHEDULE OF FEES

LABOR RATES	HOURLY FEE
Word Processing/ Document Production	$ 78
Project Support (Technical Editing/ Database Management/ GIS)	$ 95
Drafting	$ 95
Technician	$ 95
Staff	$ 140
Project	$ 175
Senior	$ 220
Director	$ 250
Principal	$ 280
Officer	$ 300

Technical disciplines include hydrogeologists, geologists, engineers, geochemists, geophysicists, scientists, toxicologists, and industrial hygienists.

Labor rates will increase annually by four percent (4%), rounded up to the nearest dollar, effective January 1st of each calendar year. Labor rates **do not include** all reasonable travel and living expenses, vehicle mileage, express freight, and those items purchased solely for the project. Other billable items are summarized below.

OTHER COSTS

Company Trucks	$235.00 per Day
Personal Vehicles	IRS (prevailing mileage rate)
Company Field Equipment	Rate Schedule (available upon request)
Subcontractor Costs	Cost plus fifteen percent (15%)
Associated Project Costs	Six percent (6%) of Roux's labor charge [1]
All Other Supplies and Expenses	Cost plus fifteen percent (15%)

All invoices are payable upon receipt. Invoices not paid within thirty (30) calendar days are subject to interest at 1.5 percent (1.5%) per month.

[1] In order to simplify invoicing, invoices will include an "Associated Project Costs" charge which will be 6% of the labor billed for any given invoice, in lieu of billing these as project costs separately. The "Associated Project Costs" covers additional business costs that are in excess of general overhead expenses: advanced cybersecurity, communication equipment (e.g. cell phones and remote data networks), travel arrangement and bookings, postage and overnight delivery (e.g., Federal Express, letter-size only), internal document reproduction (e.g., copies), file retention and storage as needed, corporate health and safety program management and administration (does not include necessary project specific H&S plans, supplies, and equipment).

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement"), dated this 18th day of November 2024, is between ROUX ASSOCIATES, INC. ("Roux") with offices at 200 Summit Drive, Suite 500, Burlington MA 01803 and ANDERSON & KREIGER LLP ("Client") with offices at 50 Milk Street, 21st Floor, Boston, MA 02109

WHEREAS, Client desires to retain certain professional services from Roux, from time to time, and Roux desires to provide such services to Client, pursuant to the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, Roux and Client (collectively "the Parties") agree as follows:

1. Scope and Performance of Work

1.1. Client hereby retains Roux to perform the work and/or provide the materials (the "Work") at the property (referred to as the "Subject Property" and/or "Site") in accordance with the specifications and time requirements as described in Roux's November 18, 2024 proposal ("Proposal"), incorporated herein by reference.

1.2. ENGINEERING AND GEOLOGY SERVICES: Nothing in the Agreement shall be deemed to require, authorize, or permit Roux Associates, Inc. to perform any services which are required by the law of the jurisdiction in which the services are to be rendered to be performed by a duly licensed professional ("Regulated States"), and all such professional services shall be provided only by duly licensed professional(s). Unless the Agreement expressly states otherwise, all design/engineering and geology services in Regulated States shall be provided by Roux Environmental Engineering and Geology, D.P.C. or Remedial Engineering, P.C., as applicable, and Client hereby authorizes Roux Associates, Inc. to act as Client's agent for the purpose of engaging Roux Environmental Engineering and Geology, D.P.C. or Remedial Engineering, P.C. to provide such design/engineering and geology services for the benefit of Client. This Agreement shall in no way be construed as an agreement or offer on the part of Roux Associates, Inc. to provide engineering or geology services in Regulated States. Client also acknowledges that Roux Associates, Inc. has in no way offered engineering or geology services or held itself out in such Regulated States as an engineering or geology firm whether under this Agreement or otherwise. Roux Associates, Inc. shall have no liability to Client with respect to any services provided to Client, directly or indirectly, by any third party including, without limitation, Roux Environmental Engineering and Geology, D.P.C. or Remedial Engineering, P.C.

1.3. Unless otherwise agreed in writing, Client shall furnish and/or secure right of entry to the Subject Property, described in the applicable Proposal, for Roux in order for Roux to perform the Work.

2. Payment Terms

2.1 As full consideration for the performance of Work described in Section 1, herein, Client agrees to pay Roux for the Work performed and expenses incurred in accordance with the rates as set forth in the Proposal.

2.2 Roux shall deliver its invoices for all Work performed and expenses incurred pursuant to this Agreement after the end of the month in which such Work was performed and expenses incurred or upon completion of the Work, if sooner. Timely payment is a material element of the consideration Roux requires to execute the Work. Client shall pay the full amount of Roux's invoices within thirty (30) calendar days of the date of receipt of the invoice. Invoice amounts in dispute shall not affect Client's obligation to pay invoice amounts not in dispute. If at any time Client has been delinquent in payment during the term of this Agreement, Roux may require a retainer in advance of performing future Work under the Proposal.

2.3 If Roux has not received payment within ninety (90) calendar days from the date of the invoice, Roux may, after giving five (5) business days' written notice to Client, suspend performance of Work under this Agreement, without liability, until all past due invoices have been paid.

2.4 All invoices under this Agreement shall be submitted to:

Jessica A Wall
Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109

2.5. Please remit payment to:

Manual

Accounts Receivable
Roux Associates, Inc.
209 Shafter Street
Islandia, New York 11749

Electronic/Wire

Company Name:	Roux Associates, Inc.
Address:	209 Shafter Street, Islandia, New York 11749
Contact Name:	John Manley
Contact Telephone:	(631) 232-2600
E-Mail Address:	jmanley@rouxinc.com
Financial Institution:	J.P. Morgan Chase Bank
Address:	395 North Service Road, Melville, New York 11747
Routing Number:	021000021
Account Number:	825622441
Depositor Account Name:	Roux Associates, Inc.

3. Modification of Work

Client shall have the right to modify the Work, specifications and time requirements specified in Roux's Proposal, as Client deems appropriate and as agreed to by the Parties, hereto ("Additional Services"). In the event that such modification results in a material change in the value and/or schedule of the Work, an equitable adjustment shall be made to the cost and/or schedule. Additional Services will be compensated at the hourly rates or unit prices, as applicable, as set forth in Roux's Proposal, unless otherwise set forth in a proposal for Additional Services, or as otherwise agreed by the Parties in writing. Written authorization by email is "written" for purposes of this Agreement.

4. Indemnification

4.1 Roux shall indemnify, defend and hold harmless Client and its officers, directors or employees ("Client Indemnitees") from and against any and all liability for damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, for which the Client may be held liable as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities ("Claim(s)") by reason of injury or harm to any person or damage to property of whatsoever kind or nature to the extent directly arising out of Roux's negligent acts or omissions in the performance of the Work under this Agreement, excepting any damage or loss caused by negligent acts or omissions or willful misconduct of the Client Indemnitees. Client shall indemnify, defend and hold harmless Roux and its officers, directors, employees and agents ("Roux Indemnitees") from and against any and all liability for damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, for which Roux Indemnitees may be held liable as a result of any and all Claims with respect to and arising out of Client Indemnitee's or any of Client's other contractors' or subcontractors' negligent acts or omissions or willful misconduct. In the event a Claim is the result of the joint negligent acts or omissions of Roux Indemnitees and Client Indemnitees ("Indemnitors"), the Indemnitors' duties of indemnification shall be in proportion to their respective allocable share of joint negligence. In no event shall Indemnitors and their respective officers, directors, employees and agents be liable to each other and/or to anyone claiming by, through or under the Indemnitors, including Indemnitors' respective insurers, for any lost, delayed and/or diminished profits, revenues, and/or opportunities; and/or any other incidental, special, indirect, and/or consequential damages of any kind and/or nature whatsoever.

4.2 Notwithstanding anything to the contrary in this Agreement, (a) Roux's indemnification and defense in Subsection 4.1 shall not extend to any failure of the Client to qualify for a defense to liability under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. 9601-9675 (referred to hereafter as "CERCLA"); (b) Roux's indemnification and defense in Subsection 4.1 shall not extend to cover the negligent acts or omissions, strict liability and/or willful misconduct of Client and its officers, directors, employees and agents; and (c) Roux's aggregate liability under this Agreement, whether arising out of tort, strict liability, contract and/or otherwise, shall be limited to and not exceed the amount covered by insurance and associated limits of liability, which Roux is required to secure pursuant to Section 5, herein. The indemnification and defense provided in Subsection 4.1 with respect to any matter shall not extend beyond the date by which a legal action for negligence would be barred by an applicable statute of repose or statute of limitations.

5. Insurance

5.1 Roux shall procure and maintain, at its own expense, during the term of this Agreement, insurance in the following types and amounts:

(a) Workers' Compensation Insurance at statutory rates and Employer's Liability Insurance with a limit of $1,000,000;

(b) Commercial General Liability Insurance with a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate;

(c) Commercial Automobile Liability Insurance (owned, non-owned and hired) with a combined single limit of $1,000,000; and

(d) Professional Liability Insurance with a limit of $1,000,000 per claim and $2,000,000 in the aggregate.

5.2 Roux shall, at the Client's request, provide the Client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the term of this Agreement.

6. Standard of Care

6.1 While performing the Work under this Agreement, Roux shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental and engineering consulting professions, as applicable, performing the kind of work to be performed hereunder and practicing in the same or similar locality at the same period of time.

6.2 Roux neither makes, nor offers, nor shall Roux be liable to Client for any express or implied warranties with respect to the performance of Roux's Work.

6.3 Roux agrees, upon receipt of written notice from Client, to implement necessary corrections to any Work performed by Roux, which fails to conform to the standard of care that Roux has accepted pursuant to Subsection 6.1, herein, ("Substandard Work"), if such notice from Client is received within one (1) year of the performance of such Substandard Work.

6.4 Roux shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Work in accordance with Subsection 6.3, herein. Notwithstanding anything to the contrary in this Agreement, in no event shall Roux and its officers, directors, employees and agents be liable to Client and/or anyone claiming by, through or under Client, including Client's insurers, for any lost, delayed or diminished profits, revenues, or opportunities; losses by reason of shutdown or inability to utilize or complete Work at the Subject Property; or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever arising from or related to this Agreement.

7. Force Majeure

Except for the obligation to pay for Work performed and expenses incurred, neither Party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes or other concerted acts of workmen, whether direct or indirect, riots, war, fire, floods, storms, washouts, acts of God or the public enemy, explosions, accidents,

epidemics, breakdowns or failure of machinery or apparatus, injunctions or restraining orders, failure of any public authority or other governmental body or agency to issue, any permit or license, other than any such failures to issue that are directly or indirectly the fault of the nonperforming party, compliance with any law, regulation, order or action, whether valid or invalid, of the United States of America or any governmental body or any instrumentality thereof, whether now existing or hereafter created.

8. Delays or Impediments to Performance

8.1 If any event occurs which causes or may cause Roux: (a) to be impeded in its performance of the Work; or (b) to be delayed in the completion of the Work within the time provided in the Proposal, and/or in an applicable Change Order thereto due to any act or omission of Client, its officers, directors, employees and agents, or Client's contractors, or due to any contingency beyond Roux's control, Roux shall provide written notice thereof to Client within ten (10) business days of the date on which Roux first knew that any such event shall lead to a delay. The notice shall describe the anticipated length of time the impediment or delay may persist, the measures taken or to be taken by Roux to prevent or minimize the impediment or delay, and the timetable by which those measures will be implemented. If the impediment prevents or may prevent performance in accordance with the Proposal, Roux may propose modifications of the Proposal.

8.2 Impediments or delays to performance, addressed pursuant to this Section, shall not: (a) constitute a breach hereunder; (b) give rise to any special right to terminate this Agreement; or (c) give rise to a claim by Client for damages or other relief, if and to the extent that, such impediment or delay is due to any act or omission of Client, its officers, directors, employees and agents, or Client's contractors, or due to any contingency beyond Roux's control.

9. Breach of Agreement Provisions

If Roux shall breach any provision herein, Client shall provide written notice thereof to Roux within ten (10) business days of such breach. Except as provided for in Section 6, upon receipt of Client's notice, Roux shall have the option to take such corrective measures, if any, to remedy the breach, and shall provide written notice to Client within ten (10) business days after receipt of Client's notification, of the corrective measures Roux shall take and the time period within which the corrective measures shall be taken. In no event shall Roux be liable to Client for any damages without being given notice and a reasonable opportunity to remedy its breach as provided for herein.

10. Dispute Resolution

If a dispute under this Agreement arises between the Parties, each shall provide written notice to the other as provided under the applicable Sections of this Agreement. Said notice shall set forth the specific points of the dispute, the position that Roux or Client, as applicable, asserts should be adopted as consistent with the requirements of this Agreement, the basis for Roux or Client's, as applicable, position, and any matters, which Roux or Client, as applicable, considers necessary for final resolution. Roux and Client shall have an additional fifteen (15) business days from the receipt of notice of the dispute during which time representatives of Roux and Client may confer to resolve any dispute. If a resolution is reached, the resolution shall be written and signed by authorized representatives of the Parties and attached hereto and made a part hereof as a modification of this Agreement.

11. Determination of Underground Apparatus

11.1 Roux shall make reasonable inquiries of the person(s) designated by the Client and the applicable public utility mark out service who/which may be reasonably expected to have knowledge of the location of any subsurface utilities including the location of electric, gas, sewer, and water lines, underground tanks and/or any other underground apparatus ("Subsurface Utilities"). Roux shall be entitled to rely on any plans, specifications, surveys, maps, or the like furnished by such person or such mark out service. Roux shall examine the nature and location of the Work to be performed, the Subject Property on which the Work is to be performed, and the conditions under which such Work is to be performed, prior to beginning the performance thereof, and shall take precautions reasonably necessary for the satisfactory performance thereof.

11.2 The Parties acknowledge and agree that although Roux may employ a variety of methods to locate subsurface utilities, any and all damages, losses, or expenses, which could result from damage to such Subsurface Utilities due to Roux's performance of Work under this Agreement, shall be the sole and exclusive responsibility of the Client. Client shall indemnify, defend and hold harmless

Roux and its officers, directors, employees and agents from any and all damages, losses or expenses including, without limitation, attorneys' fees, sustained or incurred by Roux, its officers, directors, employees or agents, as a result of any and all Claims arising out of any damage to subsurface utilities due to Roux's performance of Work under this Agreement provided that such Claims are not occasioned by the negligent acts or omissions of Roux.

12. Use of Reports

All drafts, reports, forms, statements, certifications, opinions, advice and other documents generated in performance of the Work ("Documents") remain the sole property of Roux until Client has made full payment therefor to Roux. Any Documents provided by Roux to Client as part of the Work provided herein are provided for the sole and exclusive use of the Client for specific application to the Subject Property at which the Work, herein, is provided. Any third-party use of the above-referenced Documents is prohibited without the express, written authorization of Roux. Client shall indemnify, defend and hold harmless Roux and its officers, directors, employees and agents from any and all damages, losses or expenses, including, but not limited to, reasonable legal expenses and attorneys' fees connected therewith, liabilities, penalties, and fines sustained by Roux, its officers, directors, employees or agents as a result of any and all Claims with respect to and arising out of any third-party reliance on the above-referenced Documents, which is not authorized in writing by Roux or exceeds $250,000 covered by Roux's professional liability insurance.

13. Client Acknowledgements & Requirements

13.1 Client acknowledges that, pursuant to 40 CFR Part 312, Amendment to Standards and Practices for All Appropriate Inquires Under CERCLA, Final Rule, published December 30, 2013 and amended on December 15, 2022 ("AAI Rule"), Roux's performance of a Phase I Environmental Site Assessment ("ESA") in accordance with ASTM Standard Practice E1527-21, as allowed by the AAI Rule, will not alone result in Client satisfying all requirements of the AAI Rule and provide a defense to CERCLA liability.

13.2 Client acknowledges that the AAI Rule requires Client, and not Roux, to complete certain additional activities and inquiries.

13.3 Client agrees that Roux shall not be responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time the Phase I ESA was performed.

13.4 Client agrees that Roux shall not be liable for any use of the Phase I ESA Report as an appraisal or value judgment of the Subject Property.

14. Disclosure of Information

Client shall provide all information and documents in its control, which are relevant to the performance of the Services.

15. Confidentiality

15.1 Roux agrees to treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform Work under this Agreement, any information whether verbal or written, of any description whatsoever, (including any technical information, experience or data) regarding Client's plans, programs, facilities, processes, products, costs, equipment, operations or customers, which may come within the knowledge of Roux (hereinafter "Confidential Information"), unless disclosure is: (a) required by law; (b) required in connection with any claim or cause of action; (c) authorized by the prior written consent of Client; or (d) authorized by Section 28, herein.

15.2 Nothing contained within this Section shall prevent Roux from disclosing to others or using in any manner information, which Roux can show: (a) has become part of the public domain other than by acts, omissions or fault of Roux; (b) has been furnished or made known to Roux by third parties (other than those acting directly or indirectly for or on behalf of Client) as a matter of legal right without restrictions on its disclosure; (c) was in Roux's possession prior to the disclosure thereof by Client; or (d) was independently developed by Roux.

15.3 In the event that Roux shall be required by law or in connection with any claim or cause of action to disclose any of the Confidential Information, Roux shall make a reasonable effort to provide Client written notice thereof prior to the disclosure of such Confidential Information, and shall give Client a reasonable opportunity to obtain a protective order or otherwise to oppose such disclosure prior to such disclosure.

15.4 Client shall reimburse Roux its reasonable expenses incurred for preparation and provision of documents and/or testimony when disclosure is required pursuant to this Section.

16. Patents

16.1 Notwithstanding anything to the contrary herein, Client agrees that any and all inventions, discoveries, patents, service marks, and/or copyrightable material relating to the Work provided herein, including improvements and modifications thereto, whether or not subject to further patents, copyrights and/or service marks, which inventions, discoveries, patents, service marks, and/or copyrights, which may be made, conceived and/or filed by Roux and/or any employee of Roux independent of and/or prior to the effective date of this Agreement, shall be the property of Roux and/or any employee of Roux, as applicable. This obligation shall extend to Letters Patent of the United States and all foreign countries.

16.2 Client agrees to indemnify, defend and hold harmless Roux and its officers, directors, employees and agents from any and all damages, losses or expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, liabilities, penalties, and fines sustained by Roux, its officers, directors, employees and agents as a result of any and all Claims with respect to and arising out of patent, copyright or trademark infringement or the use or disclosure of proprietary information or trade secrets of others, which Claims are attributable to or arise from the Work and result from (a) Roux following instructions given by Client, (b) Roux's use of information supplied by Client specifically for such use, or (c) an addition to, deletion from, change in, or other alteration or modification of the Work.

17. Pre-Existing Contamination; Investigation Derived Waste; Sample Disposal

17.1 "Pre-Existing Contamination" is any hazardous and/or toxic substance, hazardous waste and/or any other type of environmental hazard, contamination and/or pollutant present at and/or under, and/or emanating from the Subject Property, including, but not limited to the groundwater thereunder, which is not brought onto such Subject Property by Roux. Investigation Derived Waste ("IDW") includes, without limitation, Pre-Existing Contamination, solid waste (e.g., soil, sediment, sludge/slag, drum solids, drill cuttings and muds), disposable sampling equipment, used glassware, dedicated/expendable equipment such as bailers, hose, etc., clean trash, personal protective equipment, decontamination equipment and aqueous waste (e.g., drilling fluids, purge water, development water and decontamination fluid). Client will remain responsible as the generator of record for the disposal of Pre-Existing Contamination and other IDW on Client's Subject Property. Accordingly, the Client shall sign all regulatory paperwork for the transport, treatment, storage, and disposal of IDWs, including waste manifests or bills of lading. Roux shall have no title to, ownership of, legal responsibility and/or liability for any and all IDWs or Pre-Existing Contamination. It is understood and agreed that by virtue of providing the Work and assisting the Client with its obligations, Roux shall not be deemed to be, and is not responsible as an "owner", "generator", "operator", "transporter", "arranger" or other "person" as described in Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, or Section 7002 of the Resource Conservation and Recovery Act ("RCRA"), or applicable federal, state or local laws. Client agrees to indemnify, defend and hold harmless Roux and its officers, directors, employees and agents from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, liabilities, penalties, cleanup and remediation costs and expenses and fines sustained by Roux, its officers, directors, employees or agents as a result of any and all Claims with respect to and arising out of Pre-Existing Contamination, except to the extent such Claims arise out of Roux's negligent acts in the performance of Work under this Agreement.

17.2 Unused portions of test samples submitted for analysis are the responsibility of Client. Unless otherwise requested by Client, unused portions of test samples submitted for analysis will be disposed of in accordance with laboratory retention policies or within thirty (30) calendar days after completion of analysis, and in accordance with all applicable laws, regulations, and requirements. Upon written request by the Client, Roux may agree, at its option, to retain said test samples for a mutually agreeable storage charge. Roux reserves the right to return to Client or dispose of unused portions of test samples at Client's expense, or to charge Client appropriate disposal fees.

18. Term; Termination

18.1 This Agreement shall take effect on the date first written above and shall remain in effect until terminated pursuant to this Section or until the final payment for all Work performed and expenses incurred have been received by Roux.

18.2 Either Party may terminate this Agreement for any reason or no reason at all upon thirty (30) days prior notice to the other Party.

18.3 The termination of this Agreement under Subsection 18.2, herein, shall not relieve Client of its obligations to pay Roux for any Work performed and expenses incurred as of the date of termination, or constitute a waiver by Roux or Client of any cause of action for breach of this Agreement or any provision herein.

19. Independent Contractor

Roux's relationship with Client under this Agreement shall be that of independent contractor. Nothing in this Agreement shall be construed to designate Roux, or any of its employees or subcontractors, as employees, agents, joint ventures or partners of Client. Roux shall have no authority to bind, commit or obligate Client in any manner and shall not hold itself out to third parties as being capable of doing so.

20. Notice

Whenever notice is to be given hereunder, it shall be sufficient if delivered in writing, sent by certified mail, return receipt requested, by hand or by overnight courier with acknowledged receipt or by facsimile or by email. Such notice shall be deemed submitted on the date the notice is delivered by hand or facsimile or email, postmarked and sent by certified mail, return receipt requested, or postmarked for next day mail service, as applicable. When written notice to Client or Roux is required by the terms of this Agreement, it shall be addressed as follows.

To Client: Jessica A Wall
Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109
Telephone: 617-621-6562
Email: jwall@andersonkreiger.com

To Roux: Nancy Nevins
Operations Manager
Roux Associates, Inc.
200 Summit Drive, Suite 500
Burlington, MA 01803
Telephone: 781-569-4000
Email: nnevins@rouxinc.com

With Copy to: Amy Elizabeth O'Connell
General Counsel
Roux
209 Shafter Street
Islandia, NY 11749
Telephone: 631-232-2600
Email: aoconnell@rouxinc.com

21. Governing Laws

This Agreement shall be governed, construed and enforced in accordance with the laws of New York without regard to any law, which would result in the selection or application of the law of any other jurisdiction. The Parties hereto agree and consent that any legal action, suit or proceeding arising out of or in connection with this Agreement shall be instituted in the courts of the State of New York, County of Suffolk or Nassau, or the United States Court for the Eastern District of New York and by execution and delivery of this Agreement, each such Party hereby accepts and submits for itself and in respect to its property, the exclusive jurisdiction of such courts and to all proceedings in such courts.

22. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements, purchase orders, arrangements and understandings relating to the subject matter hereof. This Agreement may only be modified expressly in writing, signed by both parties. The preprinted terms and conditions of a purchase order, dated subsequent to this Agreement, shall not supersede this Agreement.

23. Successors and Assigns

23.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns as provided herein. The Parties shall not assign, sell, transfer, or subcontract this Agreement or any interest herein without the prior written consent of the other Party. Client hereby acknowledges and agrees that Roux may subcontract any portion of the Work hereunder.

23.2 Notwithstanding Subsection 23.1, herein, Roux shall have the right to assign monies due hereunder for the Work performed and expenses incurred.

23.3 The Parties agree that this Agreement is not intended by any Party to give any benefits, rights, privileges, actions or remedies to any person or entity, partnership, firm, or corporation, not a Party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

24. Survival

In order that the Parties may fully exercise their rights and perform their obligations arising from the performance of the Work under this Agreement, any provisions of this Agreement that are required to ensure such exercise or performance, shall survive the termination of this Agreement, including, but not limited to Sections 4 and 5, herein.

25. Severability

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

26. Attorney's Fees

In the event of any arbitration, legal action, suit or proceeding arising out of or in connection with this Agreement, the prevailing Party shall be indemnified by the other Party for all of its expenses, including, but not limited to reasonable attorneys' fees, in connection with said action, suit or proceeding.

27. No Waiver

The failure of the Parties at any time or times to require performance of any provision herein shall in no manner affect their right at a later time to enforce the same. No waiver by the Parties of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such breach or as a waiver of a breach of any other term or covenant of this Agreement.

28. References

Client agrees that Roux has the authority to use Client's name, and a general description of the Work performed as a reference for other prospective clients.

29. Signatories

Each undersigned representative of the Parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement. This Agreement may be signed in any manner that clearly evidences the Parties' intent to be bound, including via faxed, imaged, electronic, or digital signatures. If this agreement is signed electronically, then both Parties (i) have agreed to use electronic signatures, (ii) have agreed to be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (enacted June 30, 2000, and codified at 15 U.S.C. 7001 et seq.)) and the Uniform Electronics Transactions Act ("**UETA**"), and (iii) that an original is not thereafter required.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ROUX ASSOCIATES, INC.	**ANDERSON & KREIGER LLP**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

TOWN OF MEDFIELD

AMENDMENT NO. 1
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
Medfield State Hospital

This **AMENDMENT NO. 1** (the "Amendment") made this ____ day of November, 2024, hereby amends that agreement (the "Agreement") dated September 10, 2024, by and between the Town of Medfield (the "Town") and The Vertex Companies, LLC (the "Contractor").

1. Scope of Work.

Section 1 of the Agreement, which sets forth the Scope of Work, is hereby amended to include those additional services concerning the treatment of Building 28, as more fully set forth in the proposal attached hereto as Exhibit A, dated November 18, 2024.

Where the terms of Exhibit A and the Agreement, as amended, conflict, the terms of the Agreement, as amended, shall control.

2. Contract Price.

a. The price for those additional services set forth in Exhibit A is as follows:

i.	Allied Scope of Work:	$3,800.00
ii.	VERTEX Project Management:	$290.00
iii.	VERTEX Mark-Up (15%):	$570.00
iv.	**Total:**	**$4,660.00**

b. The new total contract price, including the additional services, is as follows:

i.	Original Contract Price:	$393,285.00
ii.	Total Price for Additional Service:	$4,660.00
iii.	**New Total Contract Price:**	**$397,945.00**

c. Accordingly, Section 2 of the Agreement, which sets forth the contract price to be paid to the Contractor by the Town, is hereby amended to provide that the Town agrees to the pay the Contractor, in accordance with the Proposal incorporated as Exhibit A, a lump sum fee of three hundred ninety seven thousand, nine hundred forty-five dollars ($397,945.00).

d. Section 3.2 of the Agreement, which sets for the manner in which payment is to be made, is likewise amended to provide that fees and Reimbursable Costs combined

shall not exceed three hundred ninety seven thousand, nine hundred forty-five dollars ($397,945.00) as more fully set forth in the Agreement, as amended.

3. Other Terms and Conditions of Agreement.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect except as specifically modified herein.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective authorized officer(s) or agent(s) on the date set forth below.

THE TOWN OF MEDFIELD
Acting by and through its Select Board

By: _____
Select Board, Chair

By: _____
Select Board, Member

By: _____
Select Board, Member

By: _____
Chief Procurement Officer

CERTIFIED AS TO APPROPRIATION/ AVAILABILITY OF FUNDS

By: _____
Town Accountant

APPROVED AS TO FORM

By: _____
Town Counsel

CONTRACTOR
THE VERTEX COMPANIES, LLC

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A

PROPOSAL

November 18, 2024

Town of Medfield
459 Main Street
Medfield, MA 02052

Attn: Ms. Kristine Trierweiler Contract Manager
Cc: Mr. Dan Moore, Senior Construction Manager

Reference: **Environmental Consulting Services: Building 28, Tuberculosis House (TB)**
Medfield State Hospital Buildings
1 Stonegate Drive
Medfield, Massachusetts
VERTEX Proposal # P.015632.24

Dear Ms. Trierweiler:

The VERTEX Companies, LLC. (VERTEX) is pleased to present this proposal for environmental consulting services in conjunction with upcoming remediation activities within Building 28 Tuberculosis House at the Medfield State Hospital located in Medfield, MA. VERTEX and Allied Environmental will work with Trinity Acquisitions LLC for the coordination and project scheduling.

Our proposal contains a Project Work Scope, Additional Services, Schedule of Services, Fee for Services, and a Project Work Authorization.

1.0 PROJECT WORK SCOPE

Task 1-Allied Environmental

It is VERTEX's understanding that Allied Environmental will provide all equipment, labor and materials to complete the remediation, fogging within Building 28 Tuberculosis House using SteraMist and fogging equipment or an equivalent. This work does not guarantee the property to be 100% clear and free of TB due to the structure (roof, floors being unsafe and open to the outside elements).

2.0 FEE FOR SERVICES

The costs can be broken down as shown in Table 1:

Task 1 – Medfield State Hospital TB House		
Allied scope of work	**$**	**3,800.00**
VERTEX Project Management	**$**	**290.00**
VERTEX mark-up 15%	**$**	**570.00**
Estimated Costs	**$**	**4,660.00**

3.0 TERMS AND CONDITIONS

This project will be conducted in accordance with the established Terms and Conditions. The price presented in this Proposal shall be valid for 45 days from the date of this proposal.

4.0 LIMITATIONS

Allied Environmental LLC will attempt to perform all SteraMist and fogging. However, due to the structure damage (interior-exterior) all areas may not be affected by the fogging procedures. In particular, VERTEX will not be held responsible for this work performed.

5.0 PROJECT AUTHORIZATION

Attached you will find a copy of the Project Work Authorization. Please sign and return it to VERTEX, the receipt of which shall constitute our notice to proceed.

Sincerely,
The Vertex Companies, LLC

Jeremy Kent
Sr. Project Manager

Vincent Agostino
Assistant Vice President, I.H.B.S.

PROJECT WORK AUTHORIZATION

Description of Services: Environmental Consulting Services:
Project Name: Medfield State Hospital TB House
Medfield, Massachusetts

Proposal No. and Date: P.015632.24, November 18, 2024

CHARGE INVOICES TO THE ACCOUNT OF:

Client: Town of Medfield
Address: 459 Main Street
Medfield, MA 02052

Phone: Email: (508) 906-3012 bfranklin@medfield.net

FEE FOR SERVICES ACCEPTED BY: _____ Date: _____
Ms. Kristine Trierweiler

PAYMENT TERMS:

Invoices for completed work will be issued by the calendar month for continuous or extended projects unless otherwise agreed. Payment is net thirty days.

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space below.

Firm:
Address:
Attn: Phone:

This is a legal and binding contract between the CLIENT and The VERTEX Companies LLC. as referenced in the attached proposal of this date and as described above.

TOWN OF MEDFIELD

FINANCIAL MANAGEMENT POLICIES AND OBJECTIVES

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Table of Contents

Introduction

Overall Financial Policies

- Accounting, Auditing and Financial Planning
- General Fund and Free Cash
- Revenue

Reserve Policy

- **General Reserves**
  - General Stabilization Fund
- **Special Purpose Stabilization Funds, Reserves and Accounts**
  - Pension Reserve Fund
  - Municipal Building Stabilization Fund
  - Capital Stabilization (Non-Buildings) Fund
  - Elementary School Tax Mitigation Stabilization Fund
  - Special Education Reserve Fund
  - Proceeds From the Sale of Town Assets

Post Employment Benefits Policy

- Pension
- OPEB

Debt Policy

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

Other Policies

Investment Policy

Appendices

- **Appendix A – Procedures and Policies for Capital Expenditures**

DRAFT

Introduction

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

It is the policy of the Town of Medfield that financial management is conducted with the objectives of safeguarding public funds, protecting the Town's assets, complying with financial standards and regulations, and managing town finances to ensure smooth and predicable impacts.

Deleted: and

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

Deleted: seek

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

- To provide value to the residents of Medfield for their tax dollars by delivering quality services efficiently and cost effectively.
- To provide and maintain adequate financial resources necessary to sustain a sufficient level of municipal services, along with responding to changes in the economy, the priorities of government and non-government organizations, and other changes that may affect our financial position.
- To provide disciplined financial management within the Town that conforms to generally accepted accounting principles.

Deleted: effective

- To ensure public accountability in public financial management.
- To protect and enhance the Town's credit rating.
- To provide quality, essential public safety and education services at an efficient cost.
- To provide safeguards to ensure the quality and integrity of financial systems.
- To minimize the Town's financial risk and protect against unforeseen emergencies with available reserve funds.
- To protect and maintain the Town's capital assets.
- To safeguard the affordability of living in the Town from the residents' perspective.

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

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

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

Definitions:

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

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

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

Overall Financial Policies

A. Accounting, Auditing and Financial Planning

1. The Town will prepare annual financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as outlined by the Government Accounting Standards Board.

2. An annual audit will be performed by an independent public accounting firm. A report on the fairness of financial statements is the main element of the audit. The independent public accounting firm shall present to the SB after completion of the annual audit to report on the results.

3. The Town will maintain strong financial controls to ensure compliance with Town Meeting appropriations and state regulations.

4. The Town will strive to prepare quality financial reporting including clear financial statements, high quality, user friendly annual budget documents, and an Annual Comprehensive Annual Finance Report (ACAFR).

5. Each year, the Town Administrator in conjunction with the Superintendent of Schools will prepare annually a five-year financial projection of revenues and expenditures for all operating budget funds. This forecast shall be used as a planning tool in developing the following year's operating budget. The Town Administrator will provide the forecast to the SB, WC, and School Committee for use in their budget decision making. The forecast will be conservatively based on historical trend analyses and will use generally accepted forecasting techniques and appropriate data.

6. In preparing the Annual Warrant Report, the WC will ask the Town Administrator to determine whether the WC's recommended budget and any alternative budget proposed in the Warrant Report complies with the requirements of the financial policies in this document. The Annual Warrant Report will display the following:

Deleted: SB

Deleted: WC

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

(b) If any proposed budget in the Annual Warrant Report does not comply with the financial policies, the Annual Warrant Report will include an explanation of why the budget is not compliant and the position of the WC as to why they believe the Town Meeting should or should not adopt a budget that does not comply.

(c) If any alternative budget proposed by residents at Town Meeting does not comply with the financial policies, the proponent of such alternative budget will be invited to explain why the Town Meeting should adopt a budget that does not comply, and the WC will be invited to provide their position on the alternative budget.

7. Upon DOR certification of Free Cash, the SB will confirm that the financial policies have been met for the prior fiscal year. That confirmation from the SB will appear in the Annual Warrant Report in addition to being published on the Town Website. If the Town, is not in compliance with the financial policies, the SB will include an explanation in the Warrant Report and on the town website along with what actions, if any, are being taken to bring the budget back into compliance for the upcoming fiscal year.

8. The Town shall strive to attain a strong and favorable credit rating. The Town's credit rating is a statement of its overall fiscal health as a government and as a community. The benefit of having a strong credit rating is realized in lower interest rate costs on the Town's long-term debt issues. The Town will strive to maintain a strong and favorable credit rating by practicing prudent financial management, strong budget control, good cash management and timely billing and collection.

B. General Fund

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

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

   Budgets shall be designed to be structurally balanced, as required by law, with on-going or recurring expenses supported by on-going or recurring revenues. **Particular attention shall be given to sustainability of staffing levels and the related long-term employee benefit costs.**

Deleted: the
Deleted: WC's budget
Deleted: the WC and the SB will include
Deleted: and SB
Deleted: each body
Deleted: s
Deleted: included in the Warrant Report
Deleted: include an explanation as to
Deleted: and the SB (if the SB are not the proponent of the alternative budget),
Deleted: include statements as to
Deleted: respective
Deleted: s

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

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

3. The Town will maintain adequate free cash in the General Fund by seeking to refrain from using the available fund balance. Specifically, the Town shall strive to maintain free cash at 3% of the General Fund Operating Expenditure Budgets, net of debt service.

4. Free Cash in excess of the 3% goal reserve shall not be used to fund ongoing operating expenditures or budget shortfalls. Free cash in excess of the goal amount should be used to:

   - Fund the long-term OPEB liability.
   - Fund the Capital Stabilization Fund and capital projects.
   - Build stabilization reserves to the goal targets.
   - Fund non-recurring unforeseen expenditures, such as unusually high snow and ice costs.
   - Fund one-time miscellaneous Town Meeting articles.

C. Revenue

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

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

   Consideration shall be given to:

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

Deleted: n aggressive

- OPEB Trust Fund

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

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

  Consideration shall be given to:

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

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Overall Financial Policies:

_____	_____	_____
Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
_____	_____	_____
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
_____	_____	_____
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**
_____	_____	_____
Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**

DRAFT

Reserves Policy

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

D. General Reserves

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

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

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

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

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

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

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

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

SPECIAL PURPOSE STABILIZATION FUNDS, RESERVES AND ACCOUNTS

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

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

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

Deleted: short

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

- Current balance in the Pension Reserve Fund and projected future balances with reinvested income.
- The projected period to full funding of the NCRS liability (As of December 2024, the current projection for full funding is the end of fiscal year 2035).
- Projections of NCRS yearly assessments through both the full funding date and thereafter.
- Maintaining a prudent balance in the Pension Reserve Fund after full funding date to offset potential unpredicted fluctuations in future assessments.

Deleted: June

Deleted: 29

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

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

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

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

Funds shall be transferred to the Municipal Building Stabilization Fund annually from a dedicated revenue source of property tax override originally approved in 2018 in the amount of $1,000,000. The SB annually

considers a 2.5% increase in the original levy amount. To date, the SB has voted unanimously to increase the levy each year by 2.5%.

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

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

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

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

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

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

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

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

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

The Town's goal for this fund is to identify at least $4 -$5 million of future tax relief to be utilized during the first three fiscal years after the debt issuance for the school project. The SB shall annually identify

additional sources of funding including the proceeds from existing and future land sales. The Town Administrator shall annually report progress towards this goal in the Town Score Card.

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

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

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

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

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

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

6. Proceeds from the Sale of Town Assets

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

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

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

- any purpose or purposes for which the town is authorized to incur debt for a period of five years or more.
- Applied to the payment of indebtedness incurred to purchase land, or interest in land.
- Applied to the payment to construct or enlarge buildings, including the cost of original equipment or furnishings of the buildings or enlargements.
- ***Exception***: To the extent the proceeds from the sale or other disposal of real estate includes a sale greater than $500 of any park land of the Town, such proceeds shall be used only for the acquisition of land for park purposes or for capital improvements to park land.

- To the extent permitted by law, the Town shall prioritize the use of land net proceeds from the sale or other disposal of real estate as follows:
    - First towards reducing the cost, borrowing or related tax impact of any significant new building or construction project in the 20-Year Capital Plan.
    - Secondly, towards reducing the cost, borrowing or related tax impact of any item in the 5-Year Capital Budget.

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

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

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

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted September 2024

Endorsement of Reserve Policy:

_____	_____	_____
Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
_____	_____	_____
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
_____	_____	_____
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**
_____	_____	_____
Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**

DRAFT

Post Employment Benefits Policy

1. Pension

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

Norfolk County Retirement System

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

- The current Pension system is required by State law to be fully funded by 2035.
- Currently (December 2024), the latest anticipated date for full funding of the Pension system is the end of fiscal year 2035. NCRS has recently changed many of their actuarial assumptions and extended the full funding date to 2035 (previously 2029). Annual assessments are being revised to smooth out the revised impact of the change in actuarial assumptions and future funding schedule through 2035.
- The Town should continue to inform residents of the status of the pension liability, including the anticipated date of fully funding and the amount of anticipated budget savings.

2. Other Post Employment Benefits (OPEB)

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

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

While there is no legal requirement to fund OPEB liability, the Town should strive to move toward developing a funding schedule that fully funds OPEB liability.

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

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

The Town shall strive to appropriate from Free Cash no less than $551,250 per year to the OPEB Liability Trust Fund, with the goal of increasing that contribution 5% annually thereafter.

Deleted: orfolk County

Deleted: 1

Deleted: August

Deleted: 29

Deleted: fully funding the Annual Required Contribution (ARC), ultimately

Deleted: until the date of full funding for the Norfolk County Retirement System

The Town shall re-evaluate the above policy three years prior to the anticipated full funding date for the Norfolk County Retirement System.

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

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Post Employment Benefits Policy:

_____	_____	_____
Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
_____	_____	_____
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
_____	_____	_____
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**
_____	_____	_____
Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**

DRAFT

Debt Policy

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

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

Deleted: rapid

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

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

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

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted September 2024

Endorsement of Debt Policy:

_____	_____	_____
Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
_____	_____	_____
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
_____	_____	_____
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**

Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**

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

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

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

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

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

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

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

The annual operating cost of a proposed capital project, as well as debt service costs, will be identified before any long-term bonded capital project is recommended. Capital projects may increase future expenses, decrease future expenses or may be cost-neutral. The funding of capital projects may fall within available revenue (taxes or fees) or new revenue sources (debt or capital exclusions). It is important to project the impact that the proposed capital project has on the operating budget so that operating budget funding sources can also be identified, or new funding sources identified. Future operating and maintenance costs for all new capital facilities will be estimated.

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

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

Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**
Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**

DRAFT

Other Policies

G. Water and Sewer Enterprise Funds

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

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

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

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

H. Gifts, Grants, and Other Funds

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

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

Deleted: and shall be in compliance

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

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

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

DRAFT

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

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

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Other Policies:

_____	_____	_____
Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
_____	_____	_____
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
_____	_____	_____
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**
_____	_____	_____
Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**

DRAFT

Investment Policy

K. Investment Policy

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

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

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

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

A. Scope

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

B. Objectives

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

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

- ***Safety*** of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital through the mitigation of credit risk and interest rate risk. These risks shall be mitigated by the diversification and prudent selection of investment instruments, and choice depository. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk that the market value of the security will fall due to changes in general interest rates.

- **Liquidity** is the next most important objective. The overall investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the treasurer shall carry out investment activities in a manner that provides for meeting unusual cash demands without the liquidation of investments that could result in forfeiture of accrued interest earnings, and loss of principal in some cases.

- **Yield** is the third, and last objective. Investments shall be undertaken so as to achieve a fair market average rate of return, taking into account safety and liquidity constraints as well as all legal requirements.

C. Authorization

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

D. Ethics

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

E. Stabilization Funds

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

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

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

F. Other Post Employment Benefits Liability Trust Fund

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

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

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

G. Reporting Requirements

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

Deleted: Chief Executive Officer

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

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____ 2024

Endorsement of Investment Policies:

Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**
Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**



DRAFT

APPENDIX A – PROCEDURES AND POLICIES FOR CAPITAL EXPENDITURES

Capital Budget Committee

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

A. Capital Budget & Capital Building Plan

1. **Capital Budget**

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

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

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

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

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

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

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

2. Capital Building Maintenance Plan

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

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

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

B. The Municipal Building Stabilization Fund

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

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

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

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

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

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

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

C. Capital Stabilization (non-buildings) Fund

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

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

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

Original Adopted July 31, 2018

Revised and Adopted January 2022

Revised and Adopted _____2024

Endorsement of Procedures and Policies for Capital Expenditures:

_____	_____	_____
Eileen Murphy, SB Chair	**Gustave Murby, SB Member**	**Osler Peterson, SB Member**
_____	_____	_____
Stephen Callahan, Co-Chair WC	**Robert Sliney, Co-Chair WC**	**Edward Vozzella, WC member**
_____	_____	_____
Jillian Rafter, WC member	**Brent Nelson, WC member**	**Peter Michelson, WC member**
_____	_____	_____
Emily McCabe, WC member	**Peter Saladino, WC member**	**Ashley Leduc, WC member**

AMBULANCE SERVICES AGREEMENT

THIS AMBULANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of November 1, 2024, or the execution of the Agreement by both parties (the "Effective Date") between VHS Acquisition Subsidiary Number 9, Inc., a Delaware corporation, doing business as MetroWest Medical Center ("Hospital") and the Town of Medfield ("Company").

R E C I T A L S:

A. Hospital operates an acute care hospital known as MetroWest Medical Center and is in need of ambulance transportation services (the "Services").

B. Company operates an ambulance transportation service that is licensed to provide pre hospital Advanced Life Support (ALS) and/or pre hospital Basic Life Support Services, including defibrillators (AED's) BLS administered Albuterol, BLS Intranasal Naloxone, and epinephrine auto injectors (EPI-Pens), Check and inject Epinephrine, and/or glucose monitoring devices (collectively "Services")and employs or otherwise contracts with qualified Emergency Medical Technicians (EMT) certified at the EMT-Paramedic Level, and/or EMT-Basic level, and operators commercially licensed in the Commonwealth of Massachusetts ("State") with experience in furnishing the Services.

C. The Department of Public Health's Regulations at 105 CMR 170.000 *et. seq*. and 105 CMR 171.000 *et. seq*. for provider services that elect to implement an EPI-Pen, AED and Approved assisted medication capabilities program if applicable, including but not limited to Aspirin, Albuterol and or a Special Project Waivers (SPW's) require that an agreement exist between the company and a hospital with an Emergency Department staffed by physicians twenty-four (24) hours per day.

D. The Department of Public Health's Regulations at 105 CMR 130.1500 et.seq and 105 CMR 170.300 et. Seq, require that each ambulance services licensed to provide ALS services must have a written contract with one hospital licensed by the Department to provide medical control.

E. Company and Hospital agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to provide the Services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Company agree as follows:

1. **COMPANY'S OBLIGATIONS.**

a. **Services.** Hospital hereby engages Company to provide the Services for Hospital patients as requested by Hospital, and Company hereby accepts such engagement and agrees to provide said Services in accordance with the terms and conditions of this Agreement. Company shall provide said Services through employees and/or contractors of Company

(collectively, "Company Staff") who are qualified and appropriately licensed to perform all functions assigned to them by Company in connection with the provision of Services by Company hereunder. In addition, Company shall provide Hospital with documentation of all Services rendered hereunder; such documentation shall be submitted to Hospital on at least a monthly basis, and shall be in the form, and contain the information, requested by Hospital. Company will provide the aforesaid Services in part or in whole for patients in Hospital's service area.

b. **Provision of Services.**

(1) Company will staff its ambulance with Company Staff that maintain current Commonwealth EMT-P certification, EMT-B certification, as well as proof or EPI-PEN training, and or EPI (Check & Inject kits) BLS Albuterol Administration, BLS Intranasal Naloxone Administration and Glucose Monitoring. If Company provides ALS Services, Company staff shall also maintain current Advanced Cardiac Life Support (ACLS) Certification. Company must meet Massachusetts State OEMS requirements pursuant to 105 CMR 170.000.

(2) Hospital shall designate an Affiliate Hospital Medical Director (the "AHMD") pursuant to Exhibit A, to perform regulatorily required services and otherwise fulfill the requirements under 105 CMR 130.001 *et seq.* and perform in accordance with policies of the Department of public health's office of Emergency Medical services of the Commonwealth of Massachusetts (OEMS). N Nothing herein shall require the Hospital to designate any specific individual as AHMD and the identification of the AHMD may change from time to time during the term of this Agreement.

(3) The AHMD shall meet the requirements set forth in 105 C.M.R. 130.1504

(4) Company may designate a physician to serve in the capacity of medical control director to company and oversee the Services provided by Company Staff (Service Medical Director) as long as the medical director meets the requirements of 105 CMR 130.1504 and is agreed upon by the hospital and its affiliate hospital medical director (as further defined below). Nothing herein shall require the Company to designate any specific individual as Service Medical Director and the identification of the Service Medical Director may change from time to time during the term as long as approved by the AHMD. Company shall notify Hospital/AHMD of any change of Service Medical Director prior to the effective date of the change in designation. The company-designated Service Medical Director shall meet with the AHMD no less than twice annually and shall be required to provide data about the Company's QA/QI activities as reasonably requested by AHMD.

(5) Hospital shall provide on-line medical direction through its physicians twenty-four (24) hours a day, seven (7) days a week in accordance with the Emergency Medical Services Pre-Hospital Treatment Protocols approved by the Department for application statewide (the "Statewide Treatment Protocols").

(6) Company agrees to staff and equip its ambulances with communications, treatment, and monitoring equipment required by OEMS and the Hospital in order to provide emergency medical care consistent with the community standards.

(7) Company agrees to adhere to both uniform treatment protocols and regional protocols in regard to the handling, dispensing, disposal and accounting of any controlled substances as required by law, including the requirements of 105 CMR 700.000.

(8) Company will provide Hospital with copies of the following: Current Department of Public Health registration for controlled substances, Office of Emergency Medical Services License as issued to the Company, list of Company staff in accordance with Commonwealth requirements, regional requirements, and the requirements according to the affiliation agreement set forth by the AHMD regarding staff licensure.

(9) Company agrees to appoint an individual who will be considered the "EMS Coordinator" for the Company and whose responsibility it shall be to collect company statistics about Company staff and submit regularly to AHMD or designee. If Company provides ALS services, such data shall include the number of responses by ALS provider, the number of ALS invasive and non-invasive skills each provider performs successfully and unsuccessfully including advanced airway management, intraosseous infusions, IV's, chest decompressions, cardiac pacing and defibrillations and others as may be allowed from time to time by the Department and according to the QA/QI P-I program set up by the AHMD and as further outlined in Hospital's policies and procedures. Said policies and procedures are subject to change in response to QA/QI changes set forth by AHMD or the Commonwealth of Massachusetts.

(10) Company shall be responsible for following the QA/QI program set forth by the AHMD, as applicable to the level of life support services provided by company.

(11) Company shall be responsible for producing appropriate and adequate documentation of Pre-Hospital records, electrocardiograph strips uploaded to EPCR, and other documentation related to patient care in accordance with 105 CMR 170.330 and 170.345 in a timely manner as agreed upon by the parties.

(12) Company shall be responsible for providing appropriate documentation and records regarding personnel training, BLS and/or ALS certification and recertification records requested by Hospital/AHMD.

(13) Company is responsible for ensuring that: personnel are available to attend educational sessions provided by Hospital/AHMD under this agreement. Company shall ensure that personnel attend a minimum of five (5) EMS "M&M" rounds annually. If they do not attend the provided training, Company may provide internal training which must be done to make EMS rounds. This criterion will be at the discretion of the AHMD and or Company training department designee. This is not limited to but will also include quarterly in-house EMS training forwarded by AHMD.

(14) Company agrees to promptly notify Hospital/AHMD of any significant clinical issue affecting those EMT's who are covered by this agreement within 48

hours of discovery, including but not limited to notification of Company or OEMS action against any EMT of any level such as denial, suspension, revocation or refusal to renew certification and or other clinical investigation, disciplinary action such as reprimand, letter of clinical deficiency, or advisory letter against any EMS personnel employed by Company, and or self-reportable incidents to OEMS.

(15) Company agrees to provide Hospital/AHMD a list of all other hospitals with which company has a pharmacy agreement and a list of hospitals to which the company transports.

(16) If Company provides Advanced life support (ALS). The Company agrees to abide by Hospital's medical control policies and procedures, as may be amended, including policies and procedures for (i) complying with hospitals EMS QA/QI performance improvement program, and (ii) obtaining medications from Hospital's pharmacy. Hospital has provided company copies of such policies and procedures in effect at the time this agreement is executed, and shall promptly provide company with all *revisions thereto*.

(17) Hospital shall replenish medications and controlled substances ("Drugs") pursuant to Exhibit B, utilized by Company staff in furtherance of services by Company staff to patients transferred to Hospital. Hospital shall charge company for drugs in accordance with its then-current wholesale acquisition cost. Appendix A attached hereto and incorporated herein by reference provides a current list of the Drugs. Said list will update automatically as the State regulates the use and/or distribution of listed medications. Hospital shall submit an invoice to Company on a monthly basis and Company shall remit payment to hospital within thirty (30) days of receipt of such invoice. At all times, the parties shall comply with all applicable state and federal healthcare program payment and coverage rules and regulations.

(18) The parties shall (1) maintain records of the Drugs used and associated patient records; (2) provide a copy of such records to the other party within a reasonable time (unless the other party is separately maintain records of the replenished drugs); and (3) make those records available to both the MA Department of Public Health and federal Department of Health and Human services promptly upon request.

c. **Applicable Standards.** Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or local bylaw or established by the rules and regulations of any federal, State or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including the Joint Commission, having authority to set standards for health care facilities.

d. **Records and Reports.** Company shall provide or cause to be provided to Hospital all records and reports requested by Hospital. Company's records of billings and receipts relating to the Services performed hereunder shall be available to Hospital upon request. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

e. **Use of Premises.** Neither Company nor Company Staff shall use, or knowingly permit any person under its direction to use, any part of Hospital's premises for any purpose other than the performance of the Services for Hospital, its patients and its private physicians pursuant to this Agreement.

f. **Representations and Warranties.** Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or arrangement which would preclude Company or any Company Staff from entering into, or from fully performing the Services required under, this Agreement; (ii) neither Company nor any Company Staff's license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) Company and Company Staff have, and shall maintain throughout this Agreement, all appropriate federal and State licenses and certifications which are required to perform the Services under this Agreement; (iv) all drivers employed by Company to provide the Services under this Agreement will at all times hold valid drivers' licenses, with appropriate passenger endorsements, issued by the State Department of Motor Vehicles. All vehicles used by Company will be properly maintained and will comply with all applicable regulations and inspections requirements of the State Highway Patrol and any other applicable governmental or non-governmental agencies; (v) Company shall compensate any physician affiliated with Company, including but not limited to any physician shareholder, member, partner, employer and/or independent contractor, in a manner that is commercially reasonable and consistent with fair market value, and that does not vary with or reflect or relate to, either directly or indirectly, the volume or value of any actual or anticipated patient referrals to, or other business generated for, the Hospital; (vi) Company shall comply with all relevant claims submission and billing laws and regulations. Company further represents to Hospital that the compensation paid or to be paid by Company to any physician is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital. Company represents to Hospital that Company has and will at all times maintain a written agreement with any physician receiving compensation from Company who is not an employee of Company (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Company further represents that with respect to employees of Company with whom Company does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to Company by the employee.

g. **Hospital Employees; Company Staff Obligations.** Company shall not solicit the services of, nor employ or procure on behalf of another, the employment of any individual currently employed by Hospital or under a service contract with Hospital; nor shall Company or any of the Company Staff engage in any other activity which would be in conflict with its respective obligations hereunder. Company shall cause all Company Staff to comply with the terms and conditions of this Agreement.

h. **Provision of the Services**. (i) Company will staff each ambulance with at least two (2) Company Staff who are certified with the State Department of Health to perform ambulance duties as required hereunder; (ii) Company Staff supplied by Company shall hold a minimum certificate of training as an Emergency Medical Technician. For situations requiring a higher level of care, Company Staff shall be certified as EMT-Special Skills or EMT-Paramedic; (iii) it shall be the responsibility of Company to ensure that all Company Staff are qualified to provide transport and emergency services; (iv) Company shall agree to maintain each ambulance with all emergency equipment and supplies for handling patient emergencies; (and (v) it shall be the responsibility of Company to promptly return any Hospital equipment used during transport, or Hospital personnel required to accompany patient during same, to Hospital. Company agrees to reimburse Hospital for any equipment which is lost, broken, not returned, or otherwise missing after the transport. Cost for such equipment shall be at replacement value.

2. **COMPANY'S COMPENSATION.**

a. **Entire Compensation.** Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to each Company Staff. Company hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital in connection with any claims for compensation by Company Staff for the Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

b. **Managed Care.** Company shall participate in all third-party payment or managed care programs in which Hospital participates, render the Services to any and all patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for the Services of Company to program patients.

3. **TERM**. The term of this Agreement ("Term") shall be commence on the Effective Date and continue through October 31, 2026. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

4. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least thirty (30) days' prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance, and if not amended shall automatically terminate.

d. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **COMPANY'S STATUS.** Company and each Company Staff shall act at all times under this Agreement as independent contractors. The parties agree that Hospital shall not have and shall not exercise any control or direction over the manner or method by which each Company Staff provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for the Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.**

a. Company shall secure and maintain at all times during the Term, at Company's sole expense, commercial general liability insurance, covering Company, all Company Staff and all of Company's employees, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability Insurance covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability and Personal/Advertising Injury:

$1,000,000 per occurrence; $1,000,000 general aggregate
and
$1,000,000 per occurrence Personal/Advertising Injury
$1,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an Additional Insured and shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-

contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

b. Company shall also secure and maintain at all times during the Term, at Company's sole expense, workers' compensation and employers' liability insurance covering Company's employees and all Company Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000 each accident; $1,000,000 disease policy limit; $1,000,000 disease each employee

Such coverage shall be placed as an actual Workers' Compensation policy, not as a health benefits policy, and shall be endorsed to include (1) a waiver of subrogation in favor of Hospital, and (2) a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

c. Company shall also secure and maintain at all times during the Term, at Company's sole expense, comprehensive auto liability covering Company, all Company Staff and all of Company's employees, and any vehicle which will be used in connection with this Agreement or which will be brought onto Hospital property, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

$1,000,000 per occurrence; $3,000,000 aggregate or
$3,000,000 Combined Single Limit

Policy shall include Physical Damage (Comprehensive/Collision) on all vehicles as well with a deductible no higher than $500/claim or occurrence. Policy shall be endorsed (1) to include Hospital as an Additional Insured and (2) to afford a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

d. Company shall secure and maintain at all times during the Term, at Company's sole expense, professional liability insurance covering Company, all Company Staff, all of Company's employees, and any Emergency Medical Technicians or Paramedics employed or utilized in connection with this Agreement, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

$1,000,000 per claim/occurrence and $3,000,000 aggregate

Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the

coverage is on a claims-made basis, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement, and Company shall provide Hospital a certificate of insurance evidencing such coverage.

7. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is $10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Company agrees that at least for four (4) years after the furnishing of such Services, Company shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **CONFIDENTIALITY.** Company and Company Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Company or Company Staff may be provided during the term of this Agreement to any other person (with the exception of Company's or any Company Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital ("Confidential Information"). As between Hospital, its affiliates, and Company, any Confidential Information of Hospital or its affiliates or Data provided to or learned by Company for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall Company claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services Company is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, Company shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of Company or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, Company hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers. With respect to any patient or medical record information regarding Hospital patients, Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the

confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

11. **DISCLOSURE OF TERMS OF AGREEMENT.** Neither Company nor any Company Staff shall refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. Company shall not represent, directly or indirectly, that any product or service of Company has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of

any subsequent breach or failure. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

13. **REFERRALS.** The parties acknowledge that none of the benefits granted Company hereunder are conditioned on any requirement that Company make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates.

14. **NON-DISCRIMINATION**. Company agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

15. **COMPLIANCE OBLIGATIONS.** Company represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: - http://www.tenethealth.com/about/ethics-compliance. Company shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

16. **EXCLUSION LISTS SCREENING.** Company shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), (b) the General Services Administration's System for Award Management (available through the Internet at http://www.sam.gov); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Company shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

VHS ACQUISITION SUBSIDIARY NUMBER 9, INC
d/b/a METROWEST MEDICAL CENTER

By: Not for Execution
Name: John Whitlock, Jr.
Title: Chief Executive Officer
Date: _____
Address: 115 Lincoln Street
Framingham, MA 01702

TOWN OF MEDFIELD
MEDFIELD FIRE

By: _____

Name: _____

Title: _____

Date: _____

Address: **459 MAIN ST**
MEDFIELD, MA 02052

EXHIBIT A

Affiliated Hospital Medical Director

David M. Morris, M.D., will be the designated physician serving in the capacity of Medical Director to Company and overseeing Services.

EXHIBIT B

ADVANCED LIFE SUPPORT (ALS-PARAMEDIC LEVEL) MEDICATION LIST

All of the medications on the following pages are required (in addition to/above those required for ALS-Advanced and Basic Life Support vehicles).

REQUIRED MEDICATIONS		
Medication Name	**Suggested Concentration/ Formulation**	**Minimum quantity per vehicle**
Adenosine (Adenocard)	6mg/2mL	36mg
Albuterol	2.5mg for Nebulizer	10mg
Amiodarone	150mg/3mL	450mg
Atropine Sulfate	1mg	3mg
Acetaminophen PO	1000mg	2000mg or bottle
Calcium Chloride	10% solution--100mg/mL	1g
Dextrose	25g of D10, additional medication as D10, D25 or D50	50g
Diltiazem		100mg
Diphenhydramine (Benadryl)	50mg	100mg
Dopamine ** (typically comes in two options)	400mg/250mL Or 800mg/500ml	1 pre-mixed bag
Epinephrine	1:1000 for infusion	2mg
Epinephrine	1:10,000 (1mg pre-filled syringes)	12mg
Fentanyl (Sublimaze)	50mcg/mL	400mcg
Furosemide (Lasix)		80mg
Glucagon	1mg	2mg
Haloperidol (Haldol)	5mg	10mg
Ibuprofen PO	200 mg	1200 mg or bottle
Ipratropium Bromide (Atrovent)	0.5mg	2000mcg/4 doses
Ketorolac	15mg IV or 30mg IM	60mg
Lidocaine HCL 2%	Pre-Filled syringes; 20mg/ml	200mg
Lidocaine HCL	Vials for infusion or pre-mixed bags	2gm/1 bag
Magnesium Sulfate		4g
Metoprolol (Lopressor)	5mL	10mg
Midazolam (Versed)	2mg/mL	12mg
Naloxone (Narcan)		20mg
Nitroglycerin	Bottle or 6 unit dose tabs & Paste (1) tube/2 doses	1 each
Norepinephrine * (Levophed)	4mg/4mL	4mg
Dextrose 5% Diluent packaged with norepinephrine		250mL
Racemic Epinephrine	11.25mg/2mL	2 doses
Sodium Bicarbonate	2 pre-filled @ 50mL	100 mEq
Methylprednisolone (Solu-Medrol) OR **Hydrocortisone** (Solu-Cortef)	125mg **OR** 100mg	125mg **OR** 100mg

OPTIONAL MEDICATIONS			
Hydroxycobalamin (B12)	**Tetracaine**		**NeoSynephrine/Phenylephrine nasal**
Cyanide antidote kit	**Vasopressin**	**Lidocaine jelly**	**Nerve Agent antidote kit**
Tranexamic Acid: 2g/vehicle	**Morphine:** 20mg/vehicle		**Ketamine:** 1000mg/vehicle
Acetaminophen IV : 2000mg/vehicle		**Any other medications, as authorized by DPH**	

* Dopamine must be carried until IV pump available; then only norepinephrine must be carried.

ADVANCED LIFE SUPPORT (ADVANCED EMT LEVEL) MEDICATION LIST

This list represents the medications required to be maintained on an ALS vehicle at the Advanced EMT level. Each quantity is in addition to/above the requirements of Basic Life Support vehicles.

REQUIRED MEDICATIONS		
Medication Name	**Suggested Concentration/ Formulation**	**Minimum quantity per vehicle**
Albuterol	2.5mg for Nebulizer	10mg
Dextrose	25g of D10, additional Medication as D10, D25 or D50	50g
Glucagon	1mg	2mg
Ipratropium Bromide (Atrovent)	0.5mg	2000mcg/ 4 doses
Lidocaine HCL 2%	Pre-Filled syringes; 20mg/ml	200mg
Naloxone (Narcan)		20mg
Nitroglycerin	Bottle or 6 unit dose tabs/2 doses	1 each
Odansetron (Zofran)	4mg ODT tablet; 2mg/ml IV	8mg

BASIC LIFE SUPPORT (BLS) MEDICATION LIST

This list represents the medications required to be maintained on a BLS vehicle. These medications are to be carried by ALS vehicles at the Advanced EMT and Paramedic levels as well.

REQUIRED MEDICATIONS		
Medication Name	**Suggested Concentration/ Formulation**	**Minimum quantity per vehicle**
Epinephrine Auto-Injector OR Injectable Epinephrine	Adult and Pedi; 1mg/ml	2 Adult, 2 Pedi 2 Adult kits, 2 Pedi kits
Aspirin (chewable)	81mg or 324mg	648mg
Naloxone (prefilled syringe with nasal atomizer)	2mg	8mg
Oral glucose (or equivalent)	25g	2

OPTIONAL MEDICATION
Albuterol (Required if using CPAP)
Glucagon 2 mg/vehicle
Ipratropium 2000mcg/vehicle

If you have any questions, please contact Renée Atherton, NRP, OEMS Compliance Coordinator, at renee.atherton@state.ma.us.

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2021-04

STATE CONTRACT # (if applicable) _____

This Contract is made this 17th 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 hereinafter referred to as the "Town" and Cartographic Associates, Inc., d/b/a CAI Technologies having a usual place of business at 11 Pleasant Street, Littleton, NH, 03561, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to provide GIS internet services, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefor to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Scope of Work and Cost and Payment Terms only (Attachment A) and expressly excluding Contractor's "GIS Internet Services Contract" (one page) dated December 5, 2024. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish a GIS platform and technical support services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: December 17, 2024 through December 17, 2025.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A the implementation of the Program and associated annual fee, not to exceed $11,050 pending additional uploads to be invoiced upon the request by the Town. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

8. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the GIS industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability, and Professional Liability with minimum limits of $1,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

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

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

13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Termination:

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

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

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

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

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

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

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

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

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

(Contractor)

By: _____

Title: _____

Select Board

_____

_____

_____

Approved as to Form: _____

Town of Medfield, MA

_____
Mark G. Cerel, Town Attorney

_____
Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

_____
Print Name

_____
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

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

_____
Signature Date

GIS INTERNET SERVICES PROPOSAL FOR THE TOWN OF MEDFIELD, MASSACHUSETTS

Submitted December 05, 2024 by

CAI Technologies
Precision Mapping. Geospatial Solutions.
11 Pleasant Street, Littleton, NH 03561
P (603) 444-6768 / (800) 322-4540
cai-tech.com

Special Achievement in GIS 2020 Award Winner

ArcGIS Online Specialty

TABLE OF CONTENTS

LETTER OF TRANSMITTAL _____ 1

SCOPE OF WORK _____ 2

ADDITIONAL AXISGIS TOOLS AND UTILITY _____ 10

CLIENT RESPONSIBILITIES _____ 11

SCHEDULE _____ 13

COST AND PAYMENT TERMS _____ 14

LETTER OF TRANSMITTAL

Cartographic Associates, Inc.
dba CAI Technologies
11 Pleasant Street, Littleton, NH 03561
Tel: 800-322-4540 Fax: 603-444-1366
cai-tech.com

The undersigned proposer acknowledges and accepts that all the terms and conditions set forth in this proposal are mandatory and agrees that they will be included in their entirety in any contract resulting from this proposal.

CAI Technologies warrants and certifies that the individual signing this proposal is a bona fide employee of the firm and has authority to solicit and secure any agreement resulting from this proposal. The proposal has been arrived at independently, without collusion, consultation or communication as to any other proposer or with any competitor. The proposal price was not disclosed by the proposer and was not knowingly discussed prior to the submission, directly or indirectly, to any other proposer or any other competitor. No attempt was made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

No elected official or appointed official or employee of the Town of Medfield, MA shall benefit financially or materially from any contract resulting from this proposal. This proposal shall remain in full force and effect for at least ninety (90) days from the date first shown herein.

PROPOSER:

BY: _____

Timothy Fountain, GISP
Vice President
Contracting Officer

SCOPE OF WORK

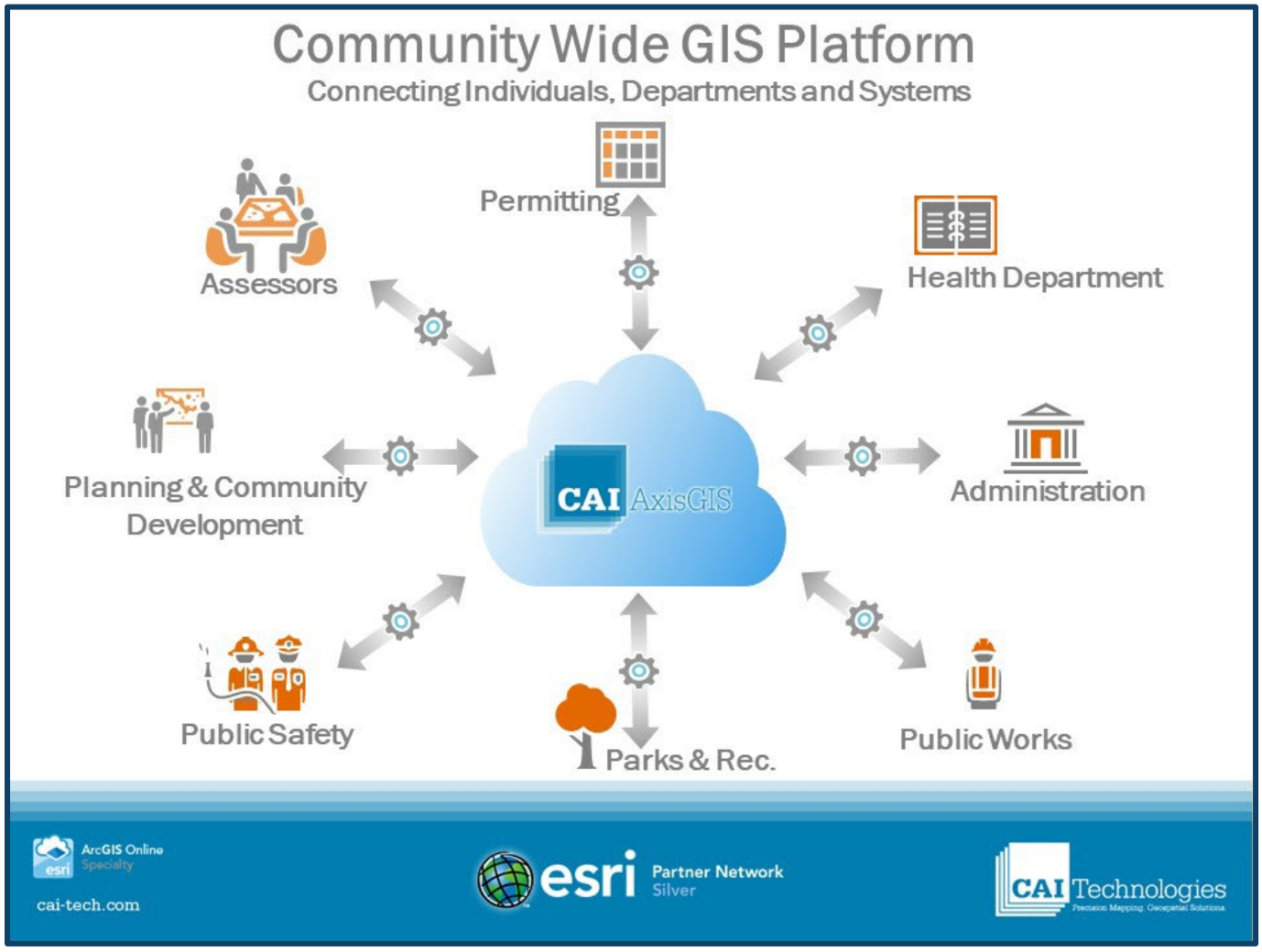
AXISGIS SERVICES

AxisGIS Product Overview:

AxisGIS is an Internet-based service for communities and businesses that want to publish their GIS online. AxisGIS is a cost-effective option to distribute GIS data and utility to multiple staff in multiple physical locations as well as to the general public. AxisGIS is developed using the ESRI JavaScript 4.X API technology which results in a responsive user interface that is cross-browser compatible and functional in a mobile environment.

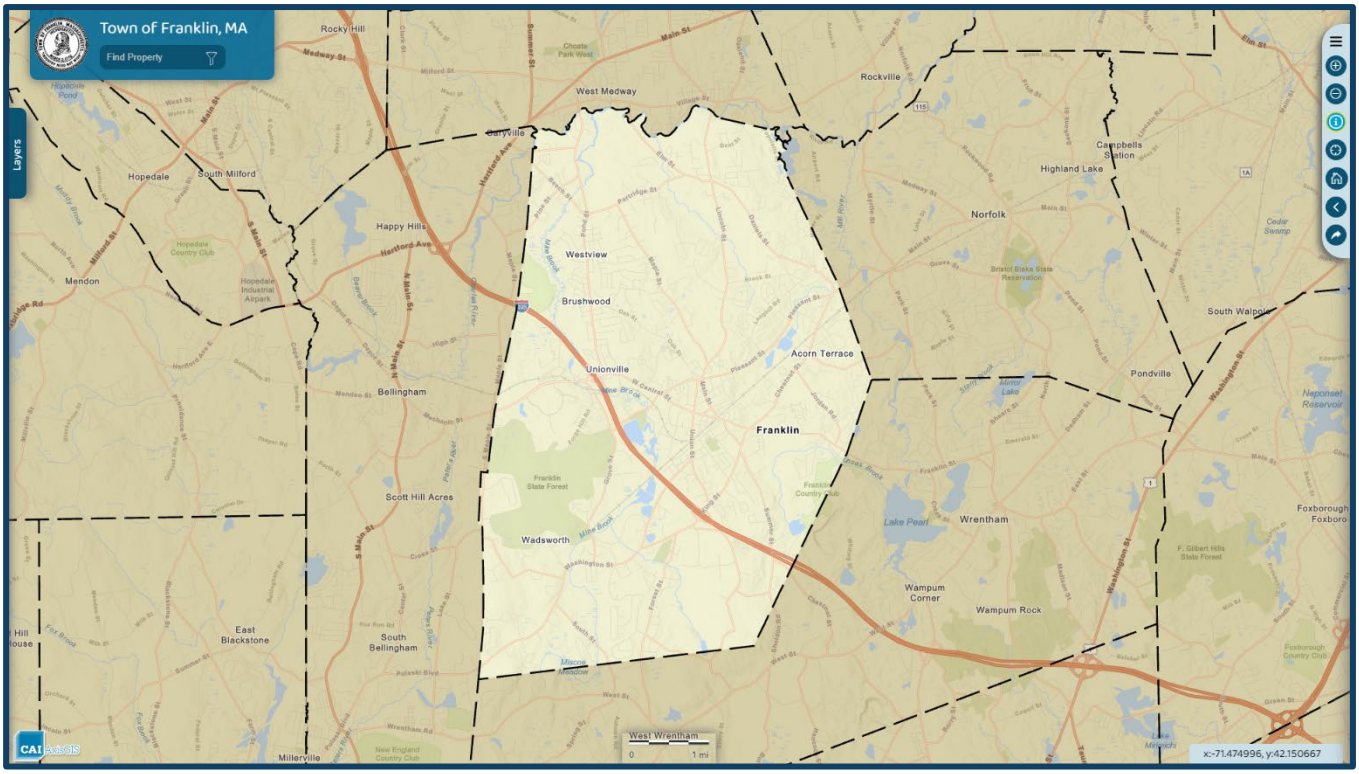
AxisGIS clients pay no software fees, no annual software maintenance fees and very low setup costs. AxisGIS even provides the web server. By relieving most of the expense, AxisGIS enables the people behind the data to focus on why their GIS is on the Internet in the first place.

AxisGIS is helping communities publish their parcel data online, enabling homeowners and real estate professionals to print maps from their own computers, supporting economic development projects, providing a platform for police and school collaboration and creating a connection between local government, businesses and communities.



Functionality Overview:

The image displays the typical interface that Internet users would initially see in their web browser. This interface provides easy access to all available tools and functions.



The CLIENT's AxisGIS website will include the following tools:


Zoom-In Tool allows the user to focus on a specific, smaller area on the map.


Zoom-Out Tool allows the user to focus on a larger area on the map.


Zoom to My Location Tool zooms the map to the current location of the user.


Zoom to Full Extents Tool allows the user to quickly reset the map view to the original map extent.


Zoom Next Tool allows the user to quickly zoom to the next map extent.


Zoom Previous Tool allows the user to quickly zoom to the previous map extent.


Street View Tool allows the user to click on the map to see Street View for that location.


Bird's Eye Tool allows the user to click on the map to see Bird's Eye view for that location.


Print Map Tool allows the user to generate a printable PDF map and to include a map legend.


Drawing Tool allows the user to draw points, lines, shapes and text on the map. When adding text, the user can add "Free Text" or "Label Parcel" with Owner Name, Address or CAMA ID. Once included on the map, the user can edit the graphics too.


Measure Tool allows the user to click on the map to measure distance, area and coordinate locations.


Base Map Selector Tool allows the user to browse and select from a variety of local, Esri and Google base maps.


Areas of Interest Tool allows the user to quickly zoom to a predefined area of the map, including street intersections.

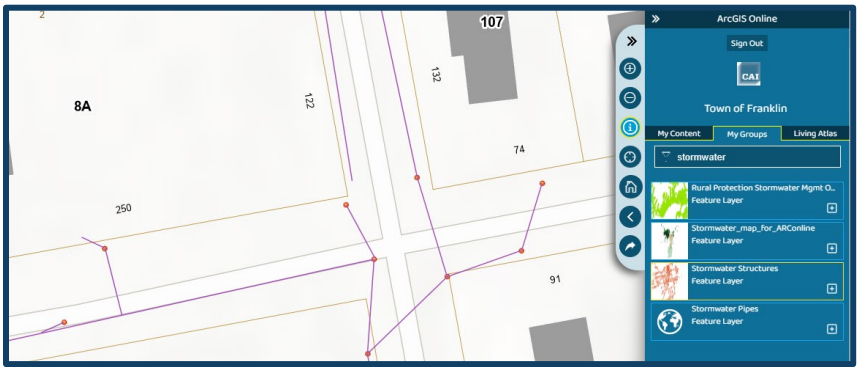

Share Map Tool allows the user to copy a link to share a map.


Identify Tool allows the user to click on any GIS feature and receive the related attribute information. This tool is useful in receiving ownership information and documents linked to a parcel. The tool also allows the user to pan the map in any direction.

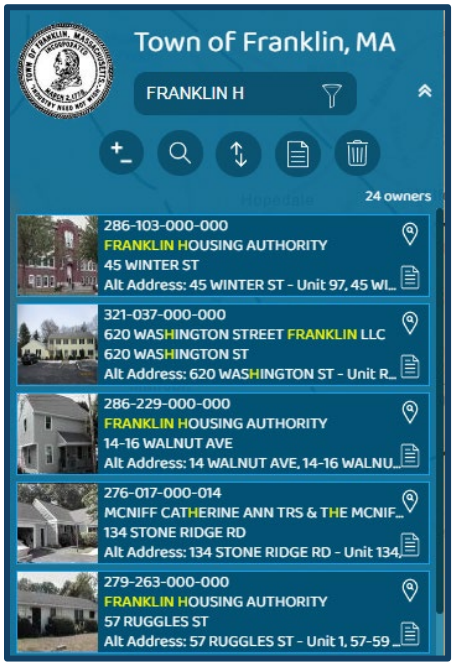

Clear Selection Tool allows the user to clear the selected map features(s).

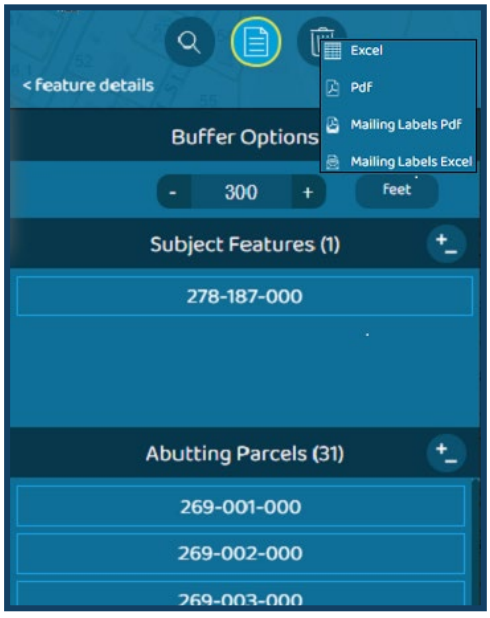

Draw to Search allows the user to add multiple parcels to the search results list by simply drawing on the map.

ArcGIS Online Login - AxisGIS tightly integrates with the Municipality's ArcGIS Online (AGOL) account. Users have the ability to login to their AGOL account, search for and import AGOL feature content, including Web Maps and Feature Layers into their AxisGIS map session. Once imported, the data will be displayed in the AxisGIS Table of Contents for map visualization, analysis and a variety of AxisGIS user functionality.



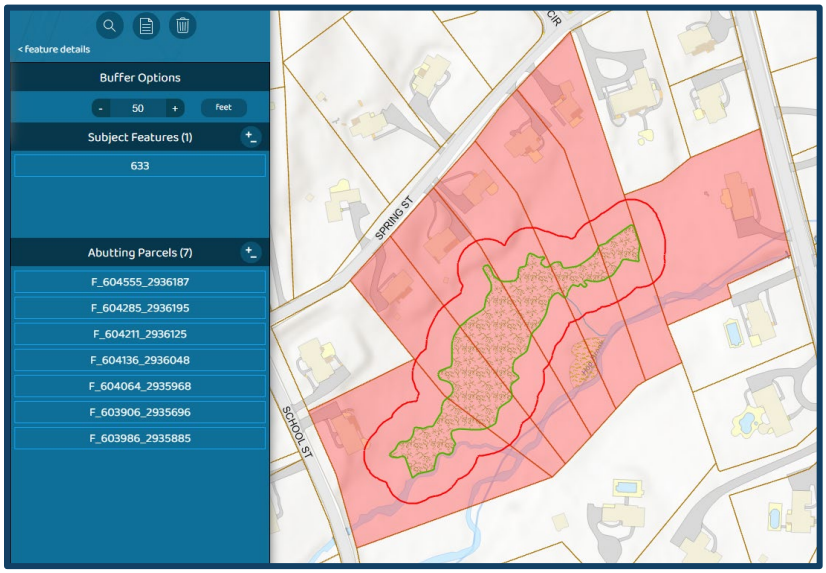
The **Search Function** enables the user to find properties by owner name, address or parcel identifier, depending on the data available. As the user types the information in the Search dialog, matching results begin to show. The search results list allows the users to view the property Building Image, Parcel #, Address, Owner and linked documents. The user can then create a Results Report, Mailing Labels, Add/Remove records from the results or select and zoom to a particular property.



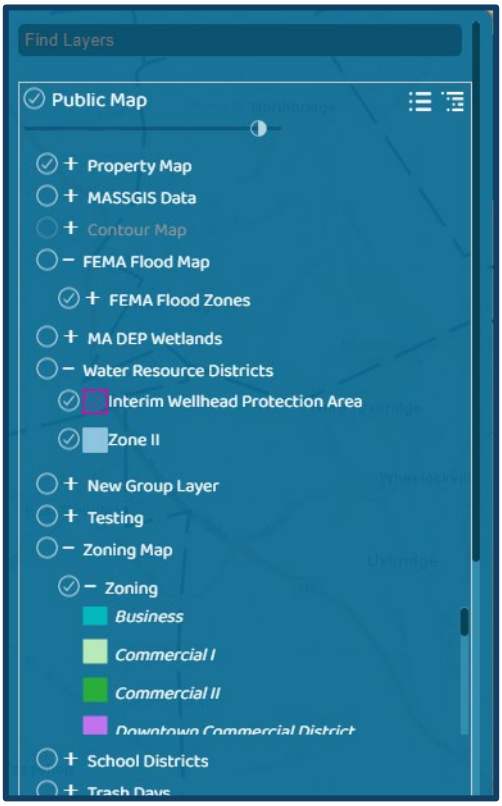


Parcel Abutters Function enables the user to select properties that are located within a specific distance to a particular property. To perform the Abutters search, the user selects the subject property and then enters the search distance. The search distance will be set to default at 200 feet. This distance remains "sticky" in the application and will be saved from the last buffer search distance performed in the interface. The map will automatically show the selected properties and the user can generate an Abutter Report, Mailing Labels formatted to Avery 5160 labels and export the results to a PDF report or an Excel file by clicking the appropriate button.

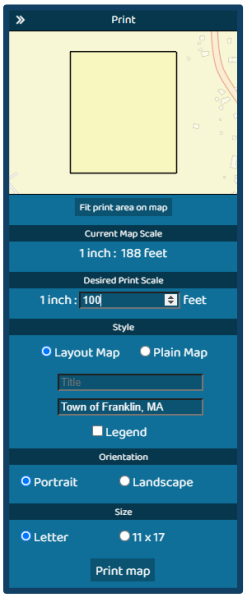
Feature Abutters Function operates similar to the Parcel Abutters Function, however it allows for selecting properties within a specific distance of a GIS feature other than a parcel. To perform the Feature Buffer search, the user selects an existing GIS feature (i.e. fire hydrant, water body, building, wetland, etc.) and then enters the search distance and clicks the select button. The map will show the selected properties and the user can generate a PDF Abutter Report, Mailing Labels formatted to Avery 5160 labels and export the results to an Excel file by clicking the appropriate button.



The map **Layers** tab allows the user to turn on and off certain layers as needed. The user selects the checkbox next to individual layers to turn them on/off. The Layers tab also includes the ability to **"Find Layers"**. Layer groups within the legend can be moved up/down to change their drawing order and each group has a Transparency slider that allows the user to set the transparency for map layers to "see through" onto rich base map content. "**Collapse and Expand**" buttons allow the user to either quickly minimize the Table of Contents or expand it to display legend symbology.



There are several other notable features to AxisGIS. These include:

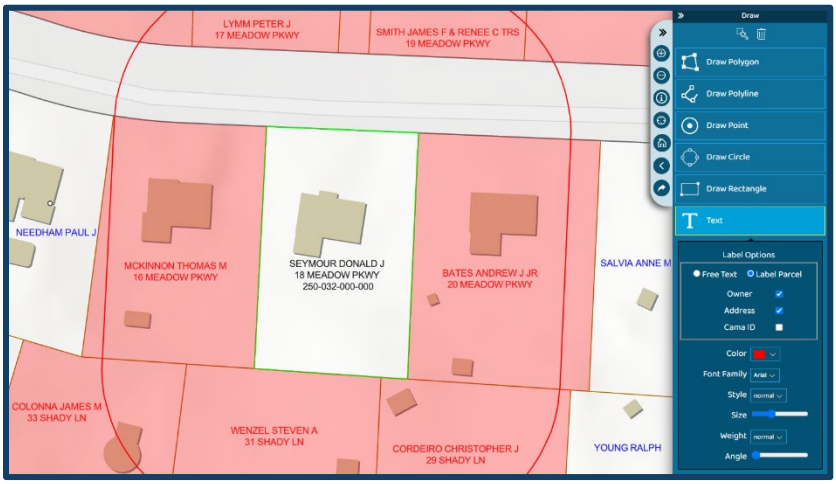


- Map Printing Utility: This utility allows the user to design and layout custom maps prior to generating a PDF to print, save or send via email. The user can enter a custom map title and define the printed map scale. The user has the ability to select the map template to generate the map size of 8 1/2" X 11" or 11" x 17" with either portrait or landscape orientation. This powerful utility also includes the option to include a map legend showing the symbology for the various map layers on the custom map.

- Help System: The help system is designed to provide assistance to users while accessing the AxisGIS website. The system includes an interactive PDF document that can be viewed in a web browser or downloaded and printed for future reference.

- Building Photos & Associated Documents: This function allows users the ability to access building photos and/or documents related to particular properties and/or features on the map. This functionality depends on the available data for the CLIENT, how it is stored and the data format. CAI can work with the CLIENT to determine if and how this functionality can be used within the AxisGIS application.

- Drawing and Labeling Tools: In addition to standard drawing tools, users can add free text or label parcels with Owner Name, Address and/or CAMA ID. Users have the ability to set the Color and Font size as well as create Bold, Italic or Underlined text.



- Staff Login Access: This function allows for password-protected access to a specific set of geographic data layer(s) and/or attribute data within the community, as well as additional Staff Only functionality. The annual hosting fees associated with serving one (1) secure ArcGIS Server Map Service configured for access through encrypted username & password authentication are included with the base annual hosting fees for AxisGIS. Staff logins are administered by CAI. Initial setup and configuration fees for this functionality may apply.

- Google Street View and Bing Streetside: AxisGIS includes access to Google Street View and Bing Streetside which allows a user to click on the map to access the street view data for a particular area. This function is subject to Street View and Bing Streetside data being available within the community.

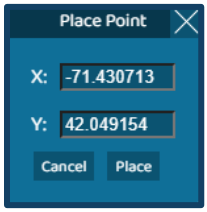
- Microsoft Bird's Eye: AxisGIS includes access to Microsoft Bird's Eye which allows a user to click on the map to access the Bird's Eye data for a particular area. This function is subject to Bird's Eye data being available within the community.

- Zoom to My Location: This function zooms the map to the current location of the user. This is particularly useful in the field and leverages the GPS technology in the user's mobile device.

- Zoom to Street Intersections; This function allows the user to quickly zoom to a specific street intersection. The user first selects a street name from the drop down list, then AxisGIS will provide a list of intersecting streets and allow the user to zoom directly to the desired intersection.



- Zoom to Coordinates: This function allows the user to enter geographic coordinates zoom to that location and place a pin on the map.



Publish the CLIENT's GIS to the Internet

CAI shall publish the CLIENT's GIS data to the Internet.

CAI shall notify the CLIENT of the Internet Address (URL) for AxisGIS. This address can be added to the CLIENT's web page.

After the CLIENT has been notified that the AxisGIS application is on-line, the CLIENT has thirty (30) days from the date of notification to examine the site and to request changes.

AxisGIS shall be accessible using the current versions of Microsoft's Edge, Chrome, Firefox or Safari web browsers over cable, DSL or T1 (or greater) internet connections.

GIS Data Update:

CAI shall refresh the GIS data on the AxisGIS website annually. Should the CLIENT be using CAI's annual parcel map maintenance services, this refresh of the GIS data shall be performed upon delivery of the annual map update data. Additional GIS data refresh may be provided for $250 per event.

Attribute Data Update

CAI shall design and create a Data Processing Utility for the CLIENT to use for periodic uploading of an export file(s) from the CAMA system to an online database accessed by the AxisGIS website.

It is the CLIENT's responsibility to maintain the Tabular attribute data, including a database table for any records to be excluded, for use by the AxisGIS website.

General Conditions

CAI shall provide the AxisGIS service to the CLIENT with commercially reasonable access to an Internet-based mapping application service provider (ASP) environment through which the CLIENT can access the CLIENT data.

In order to provide the CLIENT with commercially reasonable access to the ASP environment, CAI shall periodically schedule the complete or partial shutdown of the ASP Environment for maintenance, bug fixes, updates or other reasons. CAI will make commercially reasonable efforts to perform Scheduled Maintenance during off-peak hours.

CLIENT Support

CAI shall provide telephone, fax and email support services concerning AxisGIS to the CLIENT. These services can be used to answer usage and technical questions.

CAI shall respond to any CLIENT alerts concerning poor performance or lack of performance of the site and provide verbal advisories as to how and when the site shall be corrected (if it is determined that the website and/or publication service is not performing properly).

ADDITIONAL AXISGIS TOOLS AND UTILITY

AXISGIS STAFF SITE

A. CAI shall incorporate "Staff Site" login functionality into the CLIENT's AxisGIS platform.
B. CAI shall provide the CLIENT with one secure ArcGIS Server Map Service configured for access through encrypted username & password authentication. Staff logins are administered by CAI. The Staff Site will provide:
   - Password-protected access to a specific set of geographic data layer(s), documents and/or attribute data within the community. GIS data development is not included in this service.
   - Access to a suite of additional functions and tools outlined below:

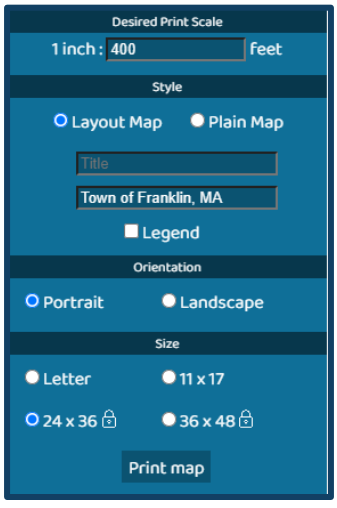
The **Link Error Reports** tool allows the user to create reports on demand that identify parcel/CAMA mismatches as well as missing documents. The reports are available in PDF format as well as downloadable in .CSV format. Running the "CAMA not in GIS" and "GIS not in CAMA" tools will compare the parcel layer being hosted to the most recent CAMA assessment file uploaded to the AxisGIS site. Two separate reports will be available to the user - one listing parcels that do not have a matching CAMA record and the second identifying CAMA records that do not link to a parcel. Users can also choose to display, on the map, those parcels that do not have a matching CAMA record. Running the "Documents not in Server" tool will produce a report that identifies existing documents (photos, sketches, etc.) that have not been uploaded to the AxisGIS server.





The **Download Shapefile** function allows the user to download the GIS layers within the AxisGIS application. Once logged in as a staff user, each data layer in the Table of Contents will show a download button and clip extent button at the end of the layer name. Simply click on the button and the data layer will be exported to shapefile format and made available for download.

Large Format Printing is made available to staff site users within the AxisGIS platform. When logged in, the user will have access to additional print options allowing for custom PDF's map plotting in Architectural D (24' x 36") and E (36" x 48") sizes in either Portrait or Landscape orientation.





AxisGIS staff users have the ability to generate a **Traffic Report** showing site traffic during the last 30, 60, 90 days or the last 12 months. The report shows the number of page views on AxisGIS as well as the origin of the traffic (e.g. Municipal Website, Google, etc.). The Report also includes further site analytics, such as a days of the week, device types (desktop, tablet or mobile) as well as which web browser was used. The Report also identifies which staff users have accessed the Staff Site and how often they have logged in during the specific time period.

DEVELOP ARCGIS ONLINE FEATURE SERVICE TO SUPPORT OPENGOV INTEGRATION

A. CAI shall activate an ESRI ArcGIS Online (AGOL) Creator and Mobile Worker user for the CLIENT.
B. CAI shall configure a Feature Service in the CLIENT's AGOL account to support a GIS data integration from the CLIENT's AxisGIS service to the OpenGov application. Said parcels shall be attributed with CAMA data, stacked if necessary, to support many to one relationships between the CAMA and GIS parcel data.
C. CAI shall synchronize the GIS parcel data and associated attributes in the CLIENT's AxisGIS site to the AGOL Feature Service on a weekly basis.
D. Once the AGOL Service is configured, CAI shall support the AGOL Feature Service and data synchronization for $500 annually. This additional fee shall be added to the CLIENT's existing annual AxisGIS support fee.

CLIENT RESPONSIBILITIES

AXISGIS SERVICE

A. The CLIENT shall designate a project liaison who will be CAI's main contact during the course of the project, and who will be responsible for all CLIENT related obligations in this project.
B. The CLIENT shall provide CAI with an ASCII text or DBF formatted export file from the CLIENT's CAMA system containing the attribute information for inclusion into the site.
C. The CLIENT shall provide and authorize CAI to acquire all necessary data for the successful completion of the project. In order to ensure the project timetable, authorization shall be provided within fifteen (15) days of CAI's request.
D. The CLIENT shall provide CAI with any custom GIS data layers for inclusion into the site.
E. After the CLIENT has been notified that the site is on-line, it must advise CAI of any changes, modification, and enhancements to the data available within thirty (30) days.
F. The CLIENT shall maintain the tabular attribute data for the AxisGIS website.

ADDITIONAL AXISGIS TOOLS AND UTILITY

AXISGIS STAFF SITE

The CLIENT shall provide CAI any existing GIS data layers to be accessed.

DEVELOP ARCGIS ONLINE FEATURE SERVICE TO SUPPORT OPENGOV INTEGRATION

The CLIENT shall maintain an AGOL Creator User from ESRI.

SCHEDULE

AXISGIS SERVICE

A. CAI shall commence on the project upon receipt of a fully executed contract.
B. All setup work and initial publishing of data to the Internet, except the on-going support and Internet availability of the CLIENT's GIS data, shall be completed within sixty (60) days of receipt of a fully executed contract.
C. Internet access to the CLIENT's AxisGIS will begin within sixty (60) days of a fully executed contract and shall conclude on the last day of the twelfth month following.

ADDITIONAL AXISGIS TOOLS AND UTILITIES

AXISGIS STAFF SITE

CAI shall setup and configure Staff Site access within sixty (60) days of receipt of a fully executed agreement.

DEVELOP ARCGIS ONLINE FEATURE SERVICE TO SUPPORT OPENGOV INTEGRATION

CAI shall implement parcel synching between AxisGIS and the CLIENT's AGOL service within sixty (60) of a fully executed Agreement.

COST AND PAYMENT TERMS

AXISGIS SERVICE

Total cost of this project as proposed is $ 11,050.00, broken down as follows:

SERVICES		ONE TIME SETUP FEE	ANNUAL FEE
AXISGIS	Setup & Implementation..... Annual Hosting/Support.....	$ 3,000.00	$ 3,000.00
TOTALS		$ 3,000.00	$ 3,000.00

Additional GIS Data Uploads shall be invoiced $250.00 upon completion of each upload event.

ADDITIONAL AXISGIS TOOLS AND UTILITIES

SERVICES		ONE TIME SETUP FEE	ANNUAL FEE
AXISGIS STAFF SITE	Setup & Implementation..... Annual Hosting/Support.....	$ 950.00	N/A
DEVELOP ARCGIS ONLINE FEATURE SERVICE TO SUPPORT OPENGOV INTEGRATION			
	Setup & Implementation..... Annual Hosting/Support..... Purchase ESRI AGOL Creator License..... Purchase ESRI AGOL Mobile Worker License	$ 2,500.00	$ 500.00 $ 700.00* $ 400.00*
TOTALS		$ 3,450.00	$ 1,600.00*

* Initial AGOL annual fees to be paid to CAI. Future AGOL annual renewal fees will be paid directly to ESRI.

Payment shall be made to CAI within 30 days of invoicing. Said invoicing to be done as follows:

- Set Up Fees shall be invoiced upon receipt of a fully executed contract.
- Annual Hosting/Support Fees shall be invoiced on the first full month of Internet availability.

Note: The Annual Hosting/Support will automatically renew at the above shown fee twelve (12) months after the service is made available. Said renewal can be canceled at any time with 30 days notification.

GIS INTERNET SERVICES CONTRACT
FOR THE
TOWN OF MEDFIELD, MASSACHUSETTS

DECEMBER 5, 2024

This is a contract made this 5th day of December, 2024 between Cartographic Associates, Inc., doing business as CAI Technologies, a New Hampshire corporation with its office located at 11 Pleasant Street, Littleton, NH 03561, hereinafter called CAI and the Town of Medfield, a municipal corporation located at 459 Main Street, Medfield, Massachusetts 02052, hereinafter called the CLIENT, to provide professional GIS services according to the specifications, terms and conditions below written.

Witnesseth, the above parties agree as follows:

1. All work shall be done according to the GIS Internet Services Proposal, dated December 05, 2024, hereto annexed. It is the intent of the parties that the above referenced proposal be considered a part of this contract, the same as if fully incorporated into this contract.

2. The total consideration of this contract is $11,050.00, per the specifications in the above referenced proposal.

3. CAI agrees that this contract shall not be assigned, transferred, conveyed or otherwise disposed of without the previous express written consent of the CLIENT and neither shall said CAI's right, title, interest or power to execute such contract be assigned, transferred, conveyed or otherwise disposed of without written consent of the CLIENT.

4. The Parties executing this contract agree that the above recitals constitute the entire agreement between the parties for the requested services.

This contract shall be construed under the laws of the Commonwealth of Massachusetts.

In Witness whereof, the parties hereto have executed this agreement as of the date first above written, by their duly authorized officers.

TOWN OF MEDFIELD, MASSACHUSETTS

_____

_____

_____

_____

CAI Technologies
Precision Mapping. Geospatial Solutions.

_____
Timothy Fountain, GISP
Vice President

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **3rd** of **December** in the year **Two Thousand and Twenty Four** between **AECOM Technical Services, Inc.** with a usual place of business at **1 Federal Street, 8th Floor, Boston, MA 02110** hereinafter called the **CONTRACTOR,** and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER.**

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

   The Contract Documents consist of this Agreement together with the Contractor's proposal dated 8/9/2024 (Attachment A) as to scope of work product specifications and pricing only. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

   The scope of work includes supplying all labor, materials and equipment to replace select windows at the Medfield Town Hall as detailed in Contractor's proposal (Attachment A).

3. Contract Price

   The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of $70,156.90**

4. Commencement and Completion of Work

   It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before April 25, 2025.**

A. Definition of Term: The Term "Substantial Completion" shall mean the date certified by the Owner when services are sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the

Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship.

The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees 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.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor in the amount of **$70,156.90** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of Medfield as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the

alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By:_____

Name: _____

Title: _____

OWNER: Town of Medfield

By: _____

Name:_____

Title: _____

Approved as to Form: _____

_____
Mark G. Cerel, Town Attorney

Town of Medfield, MA

_____
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

AECOM

EVERSOURCE

MUNICIPAL PROGRAM

PROPOSAL

Prepared for

Medfield Town Hall

MP220047

8/9/2024
Derrek Brown
Program Manager
617-835-8261
Derrek.Brown@aecom.com

AECOM
1 FEDERAL STREET, 8TH FLOOR
BOSTON, MA 02110

www.aecom.com
Office: 617-371-4512
Fax: 617-904-1601

ENERGY EFFICIENCY RECOMMENDATIONS

Medfield Town Hall
459 Main St
Medfield, MA 02052
Ben Jachowicz 508-359-8505 x 3369

AECOM Job # MP220047
Electric Account # 3080 374 0015
Gas Account #

PROJECT COST / ANNUAL SAVINGS		
Total Project Cost	$	**70,156.90**
Estimated Eversource Incentive	$	**-**
Customer Cost After Incentive	$	**70,156.90**
Estimated Annual Savings	$	**1,753.13**
5-Year Savings	$	**8,765.66**
Payback (in years)		**40.0**

SUMMARY OF SAVINGS

kWh Saved:	Therms Saved:	Gallons of Oil Saved:
24.3	1,166.0	0.0

PAYMENT OPTIONS

[ ] LUMP SUM PAYMENT

[ ] I choose to pay AECOM in full by Purchase Order. Enclosed: **$70,156.90**

[ ] I choose to pay AECOM in full using this signed contract as a Notice to Proceed.

Customer's mailing address for invoice: _____

_____

_____

The above prices, specifications, and conditions are satisfactory and hereby accepted. AECOM is authorized to perform the work as specified. The Eversource incentive payment(s) is (are) hereby assigned to AECOM. This proposal may be withdrawn by AECOM or Eversource if not accepted within 30 days of the proposal date. Terms and Conditions are located on the following page.

Customer Signature: X _____ *Date:* _____

Title : _____

AECOM Authorized Signature: _____ Date: _____

CHANGE AUTHORIZATION

Customer acknowledges that the Total Project Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outlined below.

TOTAL PROJECT COST: _____ **EVERSOURCE INCENTIVE:** _____ **CUSTOMER COST:** _____

Customer Signature: _____ *Date:* _____

Title : _____

TERMS AND CONDITIONS

- The company and the customer agree that any alteration or deviation from the specifications set forth in the contract agreement, including extra costs will be executed on written orders, and may result in extra charges.
- AECOM shall keep and maintain adequate insurance coverage, including Workers' Compensation Insurance.
- All agreements are contingent upon strikes, unexpected changes, or delays beyond our control.
- Customer has reviewed and agrees with the proposed scope of work.
- Customer may cancel this transaction, without any penalty or obligation, within fifteen (15) days from the above date. If Customer cancels, any payments made by Customer under this Proposal will be returned following receipt by the Customer of cancellation notice.
- **Late Cancellation:** Customer understands that they have fifteen (15) days to cancel this Proposal. Customer understands that if they want to cancel this Proposal after fifteen (15) days, AECOM has the right to charge any fees incurred after the (15) days including any fees associated with equipment re-stocking and return of equipment, including labor. At a minimum, these fees will be equal to 15% of the proposed value in order to cover AECOM's labor, administrative, material costs, and/or whatever is allowed by law.

Payment and other forms are to be mailed to the following address:

ATTN: ENERGY, AECOM Technical Services, Inc., 1 Federal St., 8th Floor, Boston, MA 02110

PRE-CONSTRUCTION / SCHEDULING

Once contract is signed and processed, material will be ordered. An AECOM certified contractor will call to schedule the project, once material is available for delivery. AECOM will provide at least 48 hours' notice before contractors enter the building.

CONSTRUCTION

On site personnel must be available when contractors are in the building. Access to all scoped areas will be necessary. Construction is assumed to be scheduled during regular business hours unless prior arrangements are made.

If any issues arise during construction, please call your dedicated AECOM contact.

CHANGE ORDERS

This proposal is based on the walkthrough performed at your site. Certain issues, including access to all areas, seen and unseen problems may result in changes in the scope of work required. AECOM will notify you of any changes and upon approval will implement the measures required to complete the project.

You will be required to sign off on any applicable utility applications for all change orders.

DISPOSAL / RECYCLING

All trash and material generated from the project will removed from the site once the project is complete.

WARRANTIES

AECOM to provide a one (1) year warranty on labor and materials. Additional material warranties are available by the manufacturer.

I have reviewed and agree to the Terms and Conditions listed above.

Initials X_____ MP220047

Eversource Municipal Program
Energy Efficiency Recommendations
Estimated Return On Investment

AECOM Job No: MP220047
Facility Name: Medfield Town Hall
Address: 459 Main St
City, State Zip Medfield, MA 02052
Contact: Ben Jachowicz
Phone: 508-359-8505 x 3369

Avg $/kWh: $0.17
Avg $/Therm: $1.50
Avg $/Oil: $0.00

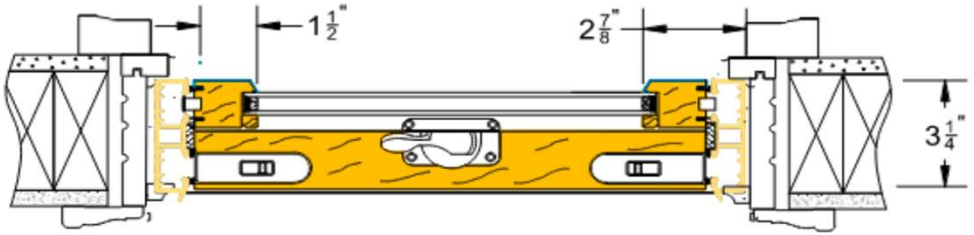
Audit Date: 6/18/2024
Auditor: Derrek Brown
Electric Acct: 3080 374 0015
Gas Acct: 0
FID #: 0

ECM	Installation Site	Scope of Work	Total Cost	Eversource Incentive**	Net Cost of Installation	Annual kWh Saved	Annual Therms Saved	Annual Gallons of Oils Saved	Annual Estimated $$ Saved	Simple Payback
WINDOW REPLACEMENT	Medfield Town Hall	Measure all openings and provide all labor and materials required to remove (6) existing wood window units on the 2nd floor (Janes Ave elevation) along with (9) existing wood window units on the lower level facing the parking lot and install in their place (15) aluminum-clad wood windows with SDL grids to match existing conditions. • Mobilize / Demobilize • Furnish necessary tools/PPE, fasteners/shims • Furnish storage trailer, receive window delivery and store product onsite • Install 6 (qty.) windows 2nd floor - Janes Ave • Install 9 (qty.) windows on the parking lot lower level • Initial cleaning of new windows and glass • Remove operable window sash from existing frame (leave perimeter frame undisturbed) install new window into existing opening. • Reinstall existing interior trim • Remove existing window and all debris associated with removal - as long as there is no hazardous material. • All necessary lift and staging if required.	$70,156.90	$0.00	$70,156.90	24.3	1,166.0	0.0	$1,753.13	40.0
		TOTALS:	**$70,156.90**	**$0.00**	**$70,156.90**	**24.3**	**1,166.0**	**0.0**	**$1,753.13**	**40.0**
							MMBtu Saved	**0.0**		

Note: All fields marked with ** are subject to change pending utility approval.

EXCLUSIONS:
- Removal of all hazardous materials including but not limited of asbestos and/or lead paint.
- Masonry repairs
- Furnish or install panels/ transoms
- Furnish or install other interior finishes other than aluminum snap trim and clip
- Removal or moving of any and all equipment, including desks, shades, curtains, blinds, etc. away from the existing window openings to allow work to be done as required.
- Reinstallation of blinds/shade/drapes.
- Structural calculations, professional engineers' stamp.

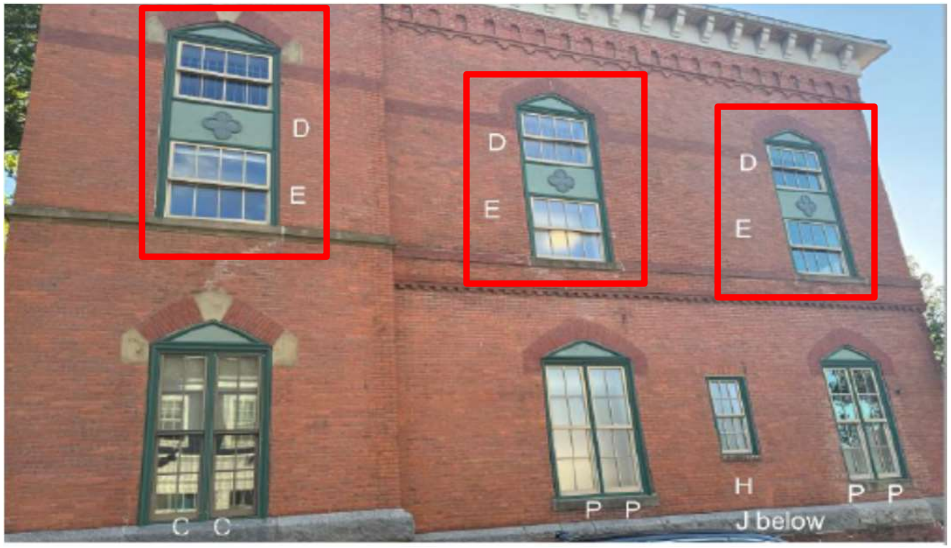
DESCRIPTION OF WINDOWS:
- Premium Aluminum Clad Insulated Windows
  - Exterior: Aluminum Clad
    - AAMA 2603 Paint - Standard Color (Beige)
  - Interior: Prefinished Wood
    - Standard Color
- Jamb Liner - Beige
- Low-E Glass: Cardinal LoE2 270
- Traditional One Lock, One Lift
- Tilt Latch (Beige)
- Grids: 5/8" SDL





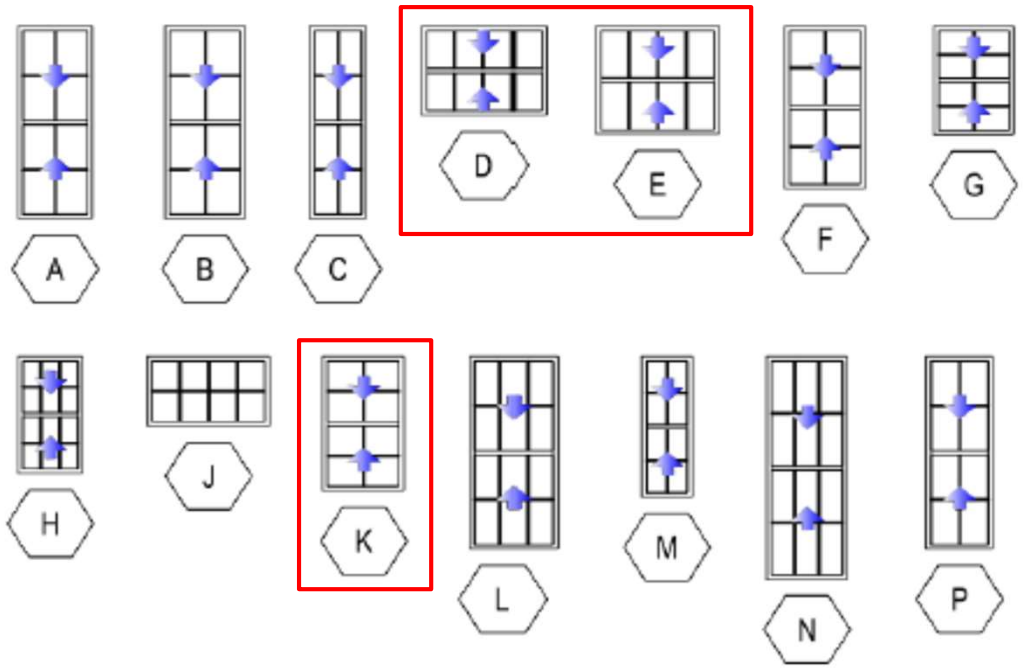
AECOM
1 FEDERAL STREET, 8TH FLOOR
BOSTON, MA 02110

www.aecom.com
Office: 617-371-4512
Fax: 617-904-1601





Type	Count
A	0
B	0
C	0
D	3
E	3
F	0
G	0
H	0
J	0
K	9
L	0
M	0
N	0
P	0



AECOM
1 FEDERAL STREET, 8TH FLOOR
BOSTON, MA 02110

www.aecom.com
Office: 617-371-4512
Fax: 617-904-1601

Clad-Wood Sash Kit



Clad-Wood Sash Kit



Product Details

- Wood Interior / Aluminum Clad Exterior
- Jambliners cut at specific sill angles (0 to 14 degrees)
- E-Z Tilt sash release latches
- $^{11}/_{16}$″ insulated glass with EnerEDGE® warm-edge spacer
- Width: 14″ – 48″
- Height: 26″ – 84″
- Maximum united inches: 120″

PRODUCT OPTIONS

WOOD SPECIES



Cherry



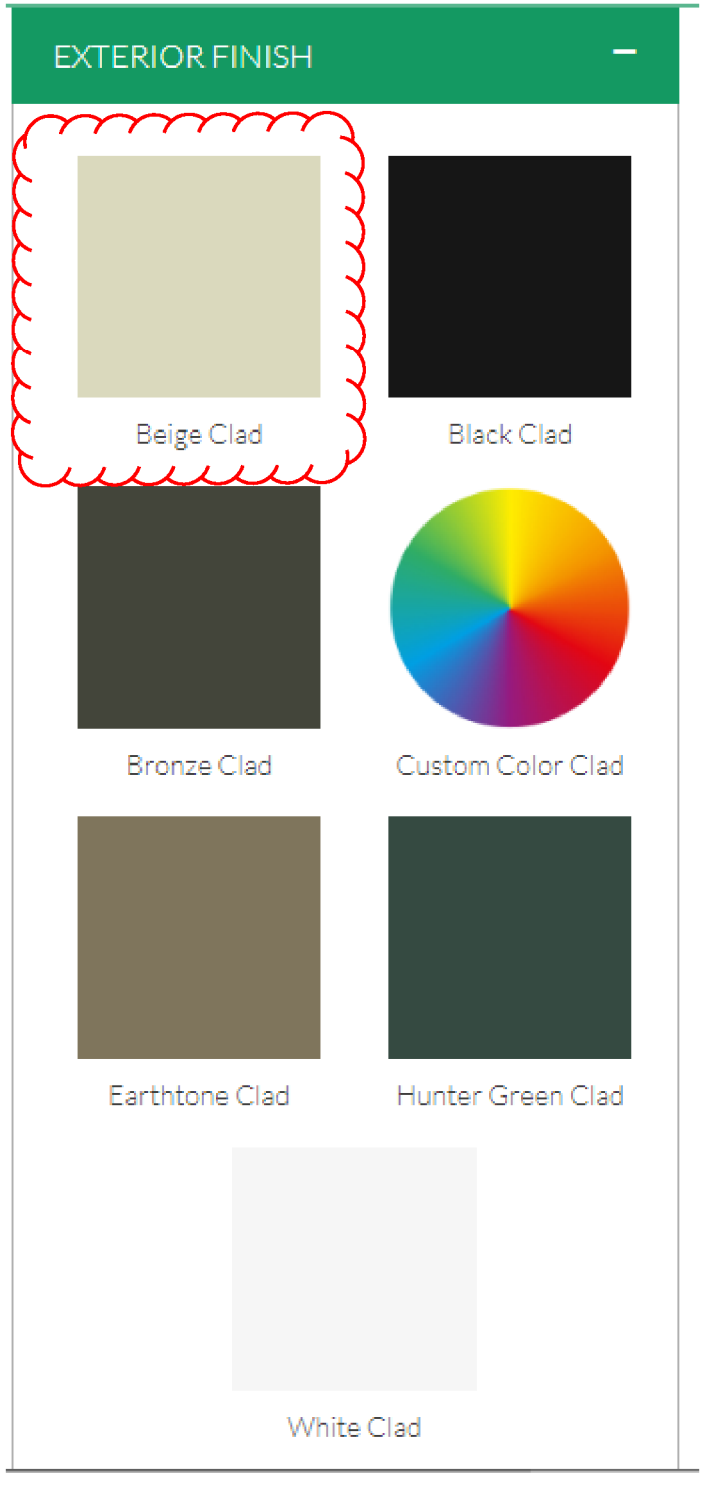
Mahogany



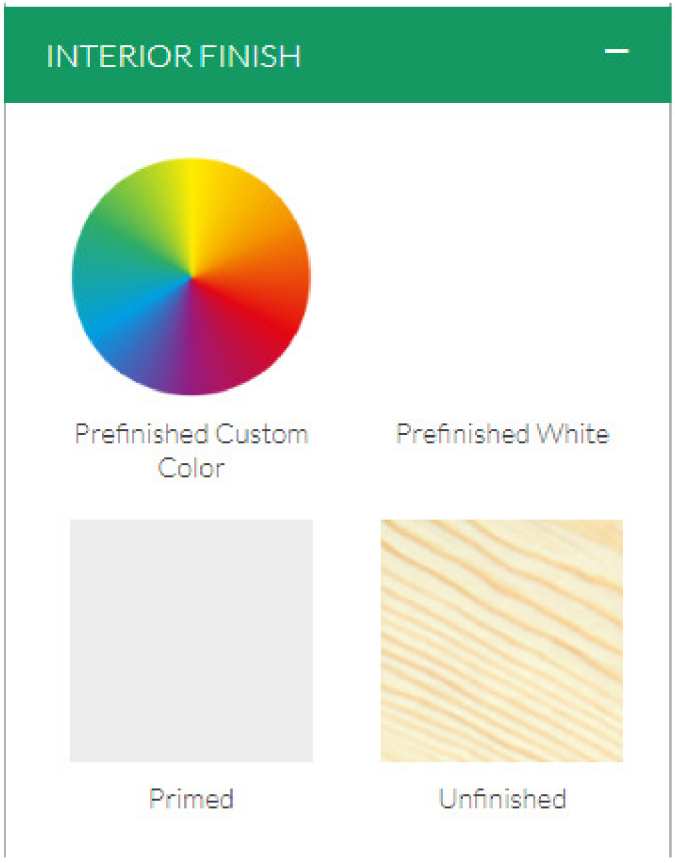
Oak



Pine



AAMA 2603 Clad Ext Finish (Std Colors) Beige



Interior Prefinished Custom Beige

HARDWARE



Restoration II Antique Brass (Plated)



Restoration II Black (Painted)



Restoration II Oil Rubbed Bronze (Plated)



Restoration II Satin Nickel (Plated)



Restoration II White (Painted)



Traditional Beige (Painted)



Traditional Oil Rubbed Bronze (Plated)



Traditional Satin Nickel (Plated)

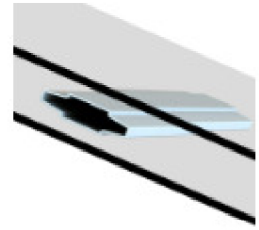
Traditional 2 Lock / 2 Lift Beige

Tilt Latch Color= BGE (Beige)

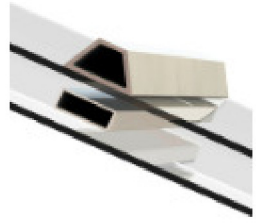
GRILLES



Combo Wood Aluminum



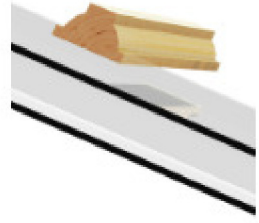
In-Glass Aluminum



Reverse Combo



Simulated Divided Lite



Wood Removable

5/8 SDL w/ SB Perm Int Top — Pine
Lites Wide= 2
Lites High= 2
5/8 SDL w/ SB Perm Int Bot — Pine
Lites Wide= 2
Lites High= 2

GLASS PACKAGE



Cardinal® LoE²-270



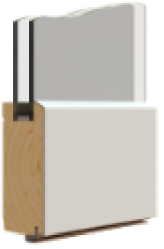


Cardinal® LoE²-270
+ LoE-i89

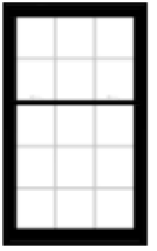
Tempered, tinted, decorative and other glass options available.

Cardinal LoE2 270 Top
Cardinal LoE2 270 Bot

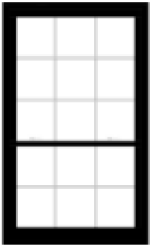
SASH OPTIONS



4" Historic Bottom Rail



Cottage



Reverse Cottage

OTHER



WOCD

Special Terms and Conditions

Massachusetts Department of Energy Resources ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions 4

Term 1. Legal Authority and Effect 4
Term 2. Flow Down Requirement 4
Term 3. Compliance with Federal, State, and Municipal Law 4
Term 4. Inconsistency with Federal Law 4
Term 5. Federal Stewardship 4
Term 6. NEPA Requirements 4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress 6
Term 8. Reporting Requirements 6
Term 9. Lobbying 6
Term 10. Publications 6
Term 11. No-Cost Extension 7
Term 12. Property Standards 7
Term 13. Insurance Coverage 7
Term 14. Real Property 7
Term 15. Equipment 8
Term 16. Supplies 9
Term 17. Property Trust Relationship 9
Term 18. Record Retention 9
Term 19. Audits 9
Term 20. Indemnity 10
Term 21. Foreign National Participation 10
Term 22. Post-Award Due Diligence Reviews 10

Subpart B. Financial Provisions 10

Term 23. Maximum Obligation 10
Term 24. Refund Obligation 11
Term 25. Allowable Costs 11
Term 26. Indirect Costs 11
Term 27. Decontamination and/or Decommissioning (D&D) Costs 12
Term 28. Use of Program Income 12
Term 29. Payment Procedures 12
Term 30. Budget Changes 13

Subpart C. Miscellaneous Provisions 14

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities 14
Term 32. System for Award Management and Universal Identifier Requirements 15
Term 33. Nondisclosure and Confidentiality Agreements Assurances 16
Term 34. Subrecipient Change Notification 17
Term 35. Conference Spending 18
Term 36. Recipient Integrity and Performance Matters 18
Term 37. Export Control 20
Term 38. Interim Conflict of Interest Policy for Financial Assistance 20
Term 39. Organizational Conflict of Interest 21
Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 22
Term 41. Human Subjects Research 22
Term 42. Fraud, Waste and Abuse 23

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements 24

Term 43. Reporting, Tracking and Segregation of Incurred Costs 24

Term 44. Davis-Bacon Requirements 24
Term 45. Buy American Requirement for Infrastructure Projects 26
Term 46. Affirmative Action and Pay Transparency Requirements 31
Term 47. Potentially Duplicative Funding Notice 31
Term 48. Transparency of Foreign Connections 32
Term 49. Foreign Collaboration Considerations 32

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the

Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training atwww.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set

forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000224."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The

non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2

CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:
The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all Federal awards through the Recipient's fiscal year end 2024. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:
Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):
The Recipient must ensure its subrecipient's indirect costs are appropriately

managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to

this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.

3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a*

violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-

requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials,

and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under

[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students).

In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **12th** of **November** in the year **Two Thousand and Twenty Four** between **JB Cleaning & Painting Services, Inc.** with a usual place of business at **211 Mechanic Street, Marlborough, MA 01752** hereinafter called the **CONTRACTOR,** and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER.**

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

   The Contract Documents consist of this Agreement together with the Town of Medfield's IFB document dated 9/25/2024 inclusive of Addendum #1 dated 10/22/2024 and Addendum #2 dated 10/24/2024 (Attachment A) and Contractors BID SUBMISSION FORM (IFB document Page 14). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

   The scope of work includes supplying all labor, materials and equipment to paint the interior and exterior elements of the Medfield Town hall in accordance with the Town of Medfield's Interior and Exterior Painting at Town Hall IFB document inclusive of Addendum's #1 and #2.

3. Contract Price

   The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of $15,900.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before May 16th, 2025.**

A. Definition of Term: The Term "Substantial Completion" shall mean the date certified by the Owner when services are sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. <u>Performance of the Work</u>

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees 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.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor in the amount of **$15,900.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of Medfield as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By:_____

Name: Ricardo Gomes Moreira

Title: Vice President

OWNER: Town of Medfield

_____

Approved as to Form: _____

Mark G. Cerel, Town Attorney

Town of Medfield, MA

_____

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:

Ricardo Gomes Moreira
Print Name

Vice President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Ricardo Gomes Moreira, authorized signatory for
name of signatory

JB Cleaning & Painting Services Inc, whose
name of contractor

principal place of business is at 211 Mechanic Street, Marlborough, MA 01752,

_____does hereby certify under the pains and penalties of perjury that

JB Cleaning & Painting Services 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.

12/03/2024
Signature Date

EXAMPLE CLERK'S CERTIFICATE

JB Cleaning & Painting Services Inc
Action of Shareholders
Written Consent
(Date) 12/03/2024

The undersigned, being the Shareholders of JB Cleaning & Painting Services Inc, 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, Joao Bastos 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 December 3rd, 2024.

Joao Bastos
Clerk of Corporation

SEAL

INVITATION FOR BID (IFB)

INTERIOR & EXTERIOR PAINTING AT TOWN HALL

TOWN OF MEDFIELD
MASSACHUSETTS

September 25, 2024

INVITATION FOR BID (IFB)

INTERIOR & EXTERIOR PAINTING TOWN OF MEDFIELD, MASSACHUSETTS

TABLE OF CONTENTS

SECTION

Cover Page

Table of Contents

Invitation for Bid & Instructions:

- Advertisement for Bid, Legal Notice
- Invitation for Bid
- Instructions for Bidders

Bid Form:

- Form for General Bid
- Bid Bond
- Reference Form

Specifications:

- Interior Priming and Painting
- Exterior Painting Areas

Contract:

- Town of Medfield Agreement
- 50% Payment Bond

Prevailing Wage:

- Wage Rate Schedule
- Prevailing Wage Report Forms

List of Drawings: Marked up drawings from 1997

- Renovation – 9 sheets

(End)

INVITATION FOR BID
&
INSTRUCTIONS

LEGAL NOTICE:

INVITATION FOR BID (IFB)
INTERIOR & EXTERIOR PAINTING AT TOWN HALL

The Town is soliciting bids for interior and exterior painting at the Medfield Town Hall. To request a copy of the bid documents, send an email to bjachowicz@medfield.net. Any addenda will be sent to all companies marked as having requested the bid. Failure to acknowledge addenda may result in a bid rejection.

A **MANDATORY pre-bid conference** is scheduled on Wednesday, October 16, 2024 beginning at 9:00 AM. Gather at the back parking lot (off of Jane's Ave.) behind Town Hall, 459 Main Street Medfield, MA 02052. Additional site inspection requests will not be accommodated.

Sealed bids should be delivered to the Office of the Town Administrator:

Medfield Town Hall
Attn: Kristine Trierweiler
459 Main St, Second Floor
Medfield, MA 02052

Bids will be accepted until the bid deadline of **12:00 PM** on **Tuesday, October 29, 2024.** Sealed bids delivered should be labeled with the name and contact information of the bidder and the bid title *'IFB – Interior & Exterior Painting at Town Hall'* on the outer envelope. Following the bid deadline, bids received will be publicly opened on the second floor. Late bids will be rejected. The project shall be procured in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 44A through Section 44J, inclusive.

Every Bid shall be accompanied by a bid bond, cash, certified check, or treasurer's check issued by a responsible bank or trust company, payable to the "Town of Medfield", in the amount of five percent (5%) of the bid amount if applicable.

The successful Bidder will be required to furnish a 50% payment bond to the Town as set forth in the specifications if applicable. Prevailing Wage Rates as established by the Division of Occupational Safety under the Executive Office of Labor and Workforce development is required for labor on the project. No bid shall be withdrawn for a period of sixty (60) calendar days following the bid deadline without written consent by the Town of Medfield.

The Town of Medfield acting through the Town Administrator, the Awarding Authority, reserves the right to reject any or all bids, waive minor informalities and to award a contract in the best interest of the Town of Medfield.

INVITATION FOR BID (IFB)
INTERIOR & EXTERIOR PAINTING

1. The Town is soliciting bids for interior and exterior painting at the Medfield Town Hall. To request a copy of the bid documents, send an email to bjachowicz@medfield.net. Any addenda will be sent to all companies marked as having requested the bid. Failure to acknowledge addenda may result in a bid rejection. Failure to acknowledge addenda may result in a bid rejection.

   Sealed bids should be delivered to the Office of the Town Administrator:

   Medfield Town Hall
   Attn: Kristine Trierweiler
   459 Main St, Second Floor
   Medfield, MA 02052

   Bids will be accepted until the bid deadline of **12:00 PM on Tuesday, October 29, 2024.** Sealed bids delivered should be labeled with the name and contact information of the bidder and the bid title *'IFB – Interior & Exterior Painting at Town Hall'* on the outer envelope. Following the bid deadline, bids received will be publicly opened on the second floor. Late bids will be rejected. The project shall be procured in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 44A through Section 44J, inclusive.

2. Every General Bid shall be accompanied by a bid bond, cash, certified check, or treasurer's check issued by a responsible bank or trust company, payable to the "Town of Medfield", in the amount of five percent (5%) of the bid amount if applicable.

3. A **MANDATORY pre-bid conference** is scheduled on Wednesday, October 16, 2024 beginning at 9:00 AM. Gather at the back parking lot (off of Jane's Ave.) behind Town Hall, 459 Main Street Medfield, MA 02052. Additional site inspection requests will not be accommodated.

4. The successful Bidder will be required to furnish a 50% payment bond to the Town as set forth in the specifications if applicable. Prevailing Wage Rates as established by the Division of Occupational Safety under the Executive Office of Labor and Workforce development is required for labor on the project. No bid shall be withdrawn for a period of sixty (60) calendar days following the bid deadline without written consent by the Town of Medfield.

5. This is not a DCAMM project.

6. Bidding procedures shall be in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 44A through Section 44J, inclusive, and Chapter 30, Section 39M, as amended.

7. No bid shall be withdrawn for a period of sixty (60) days, Saturdays, Sundays and legal holidays excluded, after receipt of award, without written consent by the Town of

Medfield.

8. The Town of Medfield is exempt from sales tax, for which reason, bidders should not include sales tax in figuring or in reference to any bid.

9. The Town of Medfield acting through the Town Administrator, the Awarding Authority, reserves the right to reject any or all bids, waive minor informalities and to award a contract in the best interest of the Town.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each Bidder represents that:

a. The Bidder has carefully read and understands the Contract Documents and the bid is made in accordance therewith.
b. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - GENERAL BIDDER'S QUALIFICATIONS

2.1 The Bidder shall be required to demonstrate that they have experience with the completion of the project Scope of Work with comparable projects of scale completed for other painting projects.

ARTICLE 3 – NOT APPLICABLE

ARTICLE 4 - REQUESTS FOR INTERPRETATION

4.1 By submitting a Bid, the Bidder agrees and warrants that he has carefully examined the site and the Contract Documents, that he is familiar with the conditions and requirements of both or reasonably inferable therefrom, and where they require, in any part of the work, a given result to be produced that the Contract Documents are adequate and that he will produce the required result.

4.2 Bidders shall promptly notify the Medfield Facilities Department of any ambiguity, inconsistency or error which they may discover upon examination of the bid documents and specifications, site, local conditions or reasonably inferable therefrom. The Facilities Department will work to issue a response and clarifications to any changes in specifications. No claims for additional costs will be considered for such ambiguity, inconsistency or error if discovered or inferable from the Contract Documents or existing conditions of the Project after the submission of a Bid.

4.3 Questions: Bidders that have questions or require clarification or interpretation of the bid documents shall make a written request to the Medfield Facilities Department only. Bidders must submit all questions and inquiries no later than (seven (7) calendar days) before the bid submission deadline date and time. Questions and inquiries received after the deadline for questions may not be provided.

All inquiries and questions should be submitted in writing to the Medfield Facilities Department by email: bjachowicz@medfield.net

4.4 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract and Bid Documents. The Awarding Authority will not be held accountable for any oral instructions.

4.5 Addendum will be issued to those that have requested to be added to the bid list for the named project who have provided their complete contact information (Bidders should supply contact name, mailing address, email, phone and fax number).

4.6 Failure of a bidder to acknowledge the receipt of issued addendum may result in a bid rejection. Failure of the Awarding Authority to send, or of any Bidder to receive any such interpretation shall not relieve the Bidder from any obligations under his bid as submitted and all Addenda or interpretations shall become part of the Contract as is fully written therein.

ARTICLE 5 - PREPARATION AND SUBMISSION OF BIDS

5.1 Bids shall be submitted on the "Bid Submission Form", as appropriate, provided by the Awarding Authority. All bid prices submitted must remain firm for sixty (60) days following the opening of Bids.

5.2 All entries on the Bid Form shall be made by typewriter or in ink.

5.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid unit pricing expressed in words and the bid unit pricing expressed in figures, the words shall control. Errors based on multiplication, addition, or subtraction shall be correct based on recalculation from bid unit pricing.

5.4 Bid Deposit shall be:

- At least five percent (5%) of the greatest possible bid amount, considering all Alternates; made payable to the 'Town of Medfield' in the form of:
- Cash
- Certified Check, Treasurer's or Cashier's check issued by a responsible bank or trust company
- A Bid Bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts and listed in U.S. Treasure Circular 570, and shall be conditioned upon faithful performance by the Principal of the agreements contained in the bid.
- each Bid Bond must be accompanied by a Power of Attorney

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor Agreement.

5.5 Date and Time for receipt of bids is set forth in the "Advertisement for Bid". All bids must be received in the Office of the Town Administrator, 459 Main Street, Second

Floor, Medfield, MA 02052. The clock in the Town Clerk's Office shall be the sole determining factor of time.

5.6 If at the time of the schedule bid opening, Medfield Town Hall is closed due to uncontrolled events such as fire, snow, ice, or building evacuation, the bid opening will be postponed until 12:00 PM on the next regular business day that town administrative offices are open to the public.

5.7 Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder.

5.8 The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials or equipment in complete compliance with the specifications.

ARTICLE 6 – NOT APPLICABLE

ARTICLE 7 - WITHDRAWAL OF BIDS

7.1 Before Opening of Bids

7.1.1 Any Bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of Bids must be confirmed over the Bidder's signature by written notice post-marked or sent by email on or before the date and time set for receipt of Bids.

7.1.2 Withdrawn bids may be resubmitted up to time designated for the receipt of bids.

7.2 After Opening of Bids

7.2.1 Bidders may withdraw a bid at any time up to the time of Award as defined in Paragraph 9.1, and upon demonstrating, to the satisfaction of the Awarding Authority that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

ARTICLE 8 - CONTRACT AWARD

8.1 Award means both the determination and selection of the lowest, responsible and eligible bidder, evaluated by the Awarding Authority for the Base Bid for contract award.

8.2 The Awarding Authority will award the contract to the lowest responsible and eligible bidder within thirty days, Saturdays, Sunday, and legal holidays excluded after

the opening of bids in accordance with M.G.L. c149 §44A.

8.3 The award of this Contract is not subject to any other Agency review or approval.

8.4 The Awarding Authority reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

8.5 The Contract will be awarded to the lowest responsible and eligible Bidder, except in the event of substitution as provided under M.G.L. c149 §44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.

8.6 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder whose bid is the lowest of those Bidders, demonstrably possessing the skill, ability and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.149 §44A-J and not debarred from bidding under M.G.L. c.149 §44C; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

ARTICLE 9 - FORMS REQUIRED AT CONTRACT APPROVAL

9.1 Upon Award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by the Awarding Authority.

9.2 Owner/Contractor Agreement and Form of Corporate Vote.

9.3 Form of Payment Bond must be submitted by the Contractor on the supplied form, in accordance with Article 11 of the General Conditions. The dates of the bonds must coincide with the Contract date, and a current Power-of-Attorney must be attached to each bond.

9.4 Insurance Certificates for the Contractor are required and must be submitted in accordance with Article 11 of the General Conditions.

9.5 No bond will be released by the Town of Medfield without a fully executed Release of Lien form by the Contractor to Town of Medfield.

ARTICLE 10 - CONTRACT VALIDATION

10.1 The Owner-Contractor Agreement shall not be valid until signed by the Town Administrator, the Awarding Authority for the Town of Medfield.

10.2 The Notice-To-Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated with a completed contract.

10.3 Incomplete or unacceptable submission of required forms will delay the validation of the Owner/Contractor Agreement.

ARTICLE 11 - TIME OF COMPLETION

11.1 Work is available onsite during normal working hours 7:00 AM – 3:00 PM, however the work must be phased in such a way that stairwells, entrances and exits are not all impacted at the same time. Town Hall employees and visitors need to have adequate access to and from the building. Below are the Town House hours of operation:

Monday 8:30 AM to 4:30 PM
Tuesday 8:30 AM to 7:30 PM
Wednesday 8:30 AM to 4:30 PM
Thursday 8:30 AM to 4:30 PM
Friday 8:30 AM to 1:00 PM

11.2 Work on the exterior of the building is available onsite during normal working hours 7:00 AM – 3:00 PM, however similar to the inside of the building, the work must be phased in such a way that day to day operation of the Town Hall are not disrupted and adequate access must be maintained.

11.3 The Contractor shall commence work under this contract as soon as possible and must obtain Substantial Completion of all Scope of Work for the scope of work by November 22, 2024, the Substantial Completion date. The Contractor will only be allowed to perform work during regular business hours (first shift), or other shifts times as authorized by the Facilities Department.

ARTICLE 12 – MANDATORY PRE-BID CONFERENCE

12.1 A **MANDATORY pre-bid conference** is scheduled on Wednesday, October 16, 2024 beginning at 9:00 AM. Gather at the back parking lot (off of Jane's Ave.) behind Town Hall, 459 Main Street Medfield, MA 02052. Additional site inspection requests will not be accommodated.

12.2 All Bidders shall review the Contract Documents and visit the site to ascertain the existing conditions of the work prior to submission of their Bid or be responsible for said conditions within their Bid.

ARTICLE 13 - CONDITION OF THE SITE AND PROJECT DOCUMENTS

13.1 All bidders shall visit the site and thoroughly examine all Contract Documents, including the marked up drawings and specifications, along with the existing conditions, before submitting a bid. Inspect and be thoroughly familiar with same and

conditions under which work will be carried out. The Town will not be responsible for errors, omissions and/or charges for extra work arising from the Contractor's failure to familiarize themselves with Contract Documents or existing conditions. By submitting a Bid, the bidder agrees and warrants that he has examined the site and the Contract Documents, that they are familiar with the conditions and requirements of both or reasonably inferable therefrom and where they require, in any part of the work, a given result to be produced that the Contract Documents are adequate and that he will produce the required result.

ARTICLE 14 – COMMONWEALTH OF MASSACHUSETTS REQUIREMENTS

14.1 Attention is directed to Chapter 149 of the General Laws and Amendments thereto regulating competitive bidding in the award of contracts for public building projects, and applicable sections of which by reference become a part of the information for bidders, and to all other statutory or other pertinent law, applicable thereto.

BID SUBMISSION FORM

TO THE AWARDING AUTHORITY

A. **The undersigned proposes to furnish all labor and materials required for** IFB – INTERIOR & EXTERIOR PAINTING AT TOWN HALL, **in accordance with the Invitation for Bid documents for the Contract Price specified below, subject to additions and deductions according to the terms of the specifications.**

B. **This Bid includes Addenda number(s)** #1 - 10/22/2024, #2 - 10/24/2024, _____, _____, _____, _____.'

C. **BID PRICING:**

BASE BID – INTERIOR PAINTING:
ALL INTERIOR ITEMS
The proposed Interior Contract Price is: $ 9,600.00
(Interior Total Amount in Numbers)

Nine thousand and six hundred **dollars**
(Interior Total Amount in Words)

BASE BID – EXTERIOR PAINTING:
ALL EXTERIOR ITEMS
The proposed Exterior Contract Price is: $6,300.00
(Exterior Total Amount in Numbers)

Six thousand and three hundred **dollars**
(Total Amount in Words)

TOTAL BID PRICE: $15,900.00 (Fifteen thousand and nine hundred dollars)
(Sum Total of the Interior and Exterior)

D. **The undersigned agrees that, if selected as the Contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof, by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond of a Surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of the Contract price, the premiums for which are to be paid by the Contractor and are included in the Contract price; provided that if there is more than one surety, each surety shall be jointly and severally liable.**

The Undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work and that he will comply with all laws and regulations applicable to awards made subject to Section 44A.

E. **The Undersigned hereby certifies, under penalties of perjury, that they have complied with all Laws of the Commonwealth relating to taxes, reporting of employees and Contractors, and withholding and remitting Child Support.**

H. The Undersigned hereby certifies, under penalties of perjury, that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

I. The Undersigned further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The Undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

JB Cleaning & Painting Services Inc 10/25/2024
Name of Bidder **Date**

By: Ricardo Gomes Moreira - Vice President
Signature Name, and Title of Person Signing Bid

Ricardo Gomes Moreira - Vice President
Name, and Title of Person Signing Bid

211 Mechanic Street
Business Address

Marlborough, MA 01752 USA
City, State, Zip Code

jbpaintingma@gmail.com (508) 808-2493
Email Address **Phone No.**

Corporate Seal, If Applicable

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

46-4868933
Social Security Number or
Federal Identification Number

JB Cleaning & Painting Services Inc
Signature of Individual or
Corporate Name

Ricardo Gomes Moreira - Vice President
Corporate Officer
(if applicable)

DEBARMENT DISCLOSURE STATEMENT. CHAPTER 550. ACTS OF 1991

The said undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Signature

10/25/2024
Date

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1.FIRM NAME: JB Cleaning & Painting Services Inc

2.WHEN ORGANIZED: 02/20/2014

3. INCORPORATED?
✓ YES
_____NO DATE AND STATE OF INCORPORATION:_____

4. IS YOUR BUSINESS REGISTERED WITH SOMWBA FOR THE FOLLOWING WOMEN AND/OR MINORITY CATEGORIES:

MBE?_____YES_✓_NO

WBE?_____YES_✓_NO or

MWBE?_____YES_✓_NO

5.LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

* Chelsea Housing Authority - Window Replacement. Contract sum: $139,800.00. Completition: December 2024.
* Lynn Housing Authority - Kitchen, Bathroom and Floor upgrades. Contract sum: $204,800.00. Completition: January 2025.

6.HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____YES
✓ NO
IF YES, WHERE AND WHY?
N/A

7.HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES ✓ NO
IF YES, PROVIDE DETAILS.
N/A

8.

LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

Two (2) vehicle GMC vans; 6, 12, 18, 32, 40 leaders and painting equipment.

9.

IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING **CONTRACTS COMPLETED BY YOUR FIRM LISTING ONLY PROJECTS OF SIMILAR NATURE TO THE PROJECT BEING BID**. THE CONTRACTOR SHALL HAVE EXPERIENCE WITH A SIMILAR PROJECT OF COMPARABLE SIZE. A MINIMUM OF TWO (S) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED. THE TOWN ALSO RESERVES THE RIGHT TO DO ITS OWN REFERENCE INVESTIGATION AND SEARCH FOR OTHER COMPARABLE WORK COMPLETED BY THE CONTRACTOR, AND TO UTILIZE THE INFORMATION AS A SOURCE OF REFERENCE CONTENT FOR A BIDDER'S EVALUATION.

PROJECT NAME: On call interior & exterior painting of various public buildings.
OWNER: Town of Andover
CITY/STATE: Andover, Massachusetts
DOLLAR AMOUNT: $ various buildings - on call DATE COMPLETED: current
PUBLICLY BID? ✓ YES _____ NO
TYPE OF WORK?: On call painting services.
CONTACT PERSON: Joseph Sgrosso TELEPHONE #: (978) 684-2787
CONTACT PERSON'S RELATION TO PROJECT?: Construction Project Manager
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: On call interior & exterior painting of various public buildings.
OWNER: Town of Reading
CITY/STATE: Reading, Massachusetts
DOLLAR AMOUNT: $ various buildings - on call DATE COMPLETED: 2019-2022
PUBLICLY BID? ✓ YES _____ NO
TYPE OF WORK?: On call painting services.
CONTACT PERSON: Kevin Cabuzzi TELEPHONE #: (781) 942-5492
CONTACT PERSON'S RELATION TO PROJECT?: Asst. Director of Facilities.
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: Watertown Public Schools.
OWNER: Town of Watertown
CITY/STATE: Watertown, Massachusetts
DOLLAR AMOUNT: $ 92,152.25 DATE COMPLETED: September 2024
PUBLICLY BID? ✓ YES _____ NO
TYPE OF WORK?: General painting services.
CONTACT PERSON: Glenn Gregorie TELEPHONE #: (email:) ggregoire@watertown-ma.gov
CONTACT PERSON'S RELATION TO PROJECT?: Project Manager
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(___)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10.
The undersigned certifies that the information contained herein is complete and accurate and here by authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.
DATE: 10/25/2024
BIDDER: JB Cleaning & Painting Services Inc
SIGNATURE: _____ PRINTED
NAME: Ricardo Gomes Moreira TITLE: Vice President

SPECIFICATIONS

REFERENCE THE PLAN PAGES FOR DOCUMENTATION OF APPLICABLE WORK AREAS:

The provided (9) drawing sheets are from the 1997 construction at the Town Hall. Select sheets of these drawings have been marked up to assist with bidding. Quantities are for reference only and bidders shall do their due diligence to ensure the entire scope is captured. Plan pages supplied with this bid document are color coded and identify the work areas:

YELLOW (Vestibules x2):
Walls, ceilings, doors, frames, trim, sealcoat wood doors located within the yellow highlighted rooms. Exterior doors are marked with red clouds.

PINK (Stairwells x 2):
Walls, ceilings, doors, frames, railings, trim, windows, sealcoat wood railings located within the pink highlighted rooms. Note that the stairwells go from the basement to the third floor. Exterior doors are marked with red clouds.

Exterior:
Railings, light poles, metal doors and frames, condensate piping, gas piping, sealcoat wood doors, bike rack are marked on the site plan with red clouds.

This project aims to refresh and enhance the aesthetics of the building's interior spaces, ensuring a clean and professional appearance conducive to public service and community engagement.

Preparatory Work:

- Clearing and protecting furniture, fixtures, floors, glass, and equipment from paint splatter and damage.
- Thorough cleaning and dusting of walls and ceilings to ensure optimal paint adhesion.
- Patching, sanding, and smoothening of any surface imperfections, holes, or cracks.
- Masking off areas not intended for painting, including windows, and floors.
- Any dust from sanding is to be cleaned the same day it is created and needs to be contained within the work area.

Surface Priming:

- Application of appropriate primer to promote paint adhesion and uniform color coverage. A minimum of one coat of primer is required.
- Priming of newly patched areas to ensure seamless integration with the existing surface.
- Verify condition of existing ceilings, a calcimine primer (or equal) may be required.

Painting:

- Provide physical samples to the Town of Medfield for color selection as part of this scope.
- Colors will be a Sherwin Williams standard color (or equal), but new colors are expected to match the existing colors.
- Furnish and install minimum two coats of paint applied evenly to all designated surfaces for full coverage and color consistency.
- Provide attention to detail in cutting-in edges, corners, and trim work for a professional finish.

Exterior Painting:

- Outside items are to be painted with an Acrylic DTM (direct to metal) paint in accordance with the manufacturer's recommendations.
- For surfaces that are rusted or in poor condition, a heavy duty RD coating system (or equal) will be required in accordance with the manufacturer's recommendations.
- Surfaces are to be cleaned with damaged paint removed prior to new paint.
- Colors are to match the existing colors.

Deliverables:

- Fully painted and refreshed surfaces as specified above meeting quality requirements with strong workmanship and attention to detail.
- Compliance documentation, including paint specifications, safety certifications, and warranty details.
- Final project report summarizing work completed, materials used, and any relevant observations or recommendations for future maintenance.
- Provide attic stock of paint materials.

Cleanup and Final Touches:

- Removal of masking materials and protective coverings from furniture and fixtures.
- Thorough cleanup of all work areas, including removal of paint debris, drop cloths, and equipment.
- A punch list will take place at the completion of work with a representative designated from the Town.
- Inspection of painted surfaces to ensure quality and uniformity.
- Completion of any touch-up requirements or minor imperfections identified during punch list walkthrough.
- Any punch list items are to be corrected within (7) calendar days.

Compliance and Safety:

- Adherence to all relevant safety protocols and regulations during the painting process.
- Compliance with municipal building codes and regulations governing painting activities.
- All workers on site will be required to have minimum OSHA-10 certification
- Regular communication with the Town to provide progress updates and address any concerns or modifications.

- Coordination with building management or designated personnel for access arrangements and scheduling to minimize disruption to facility operations.

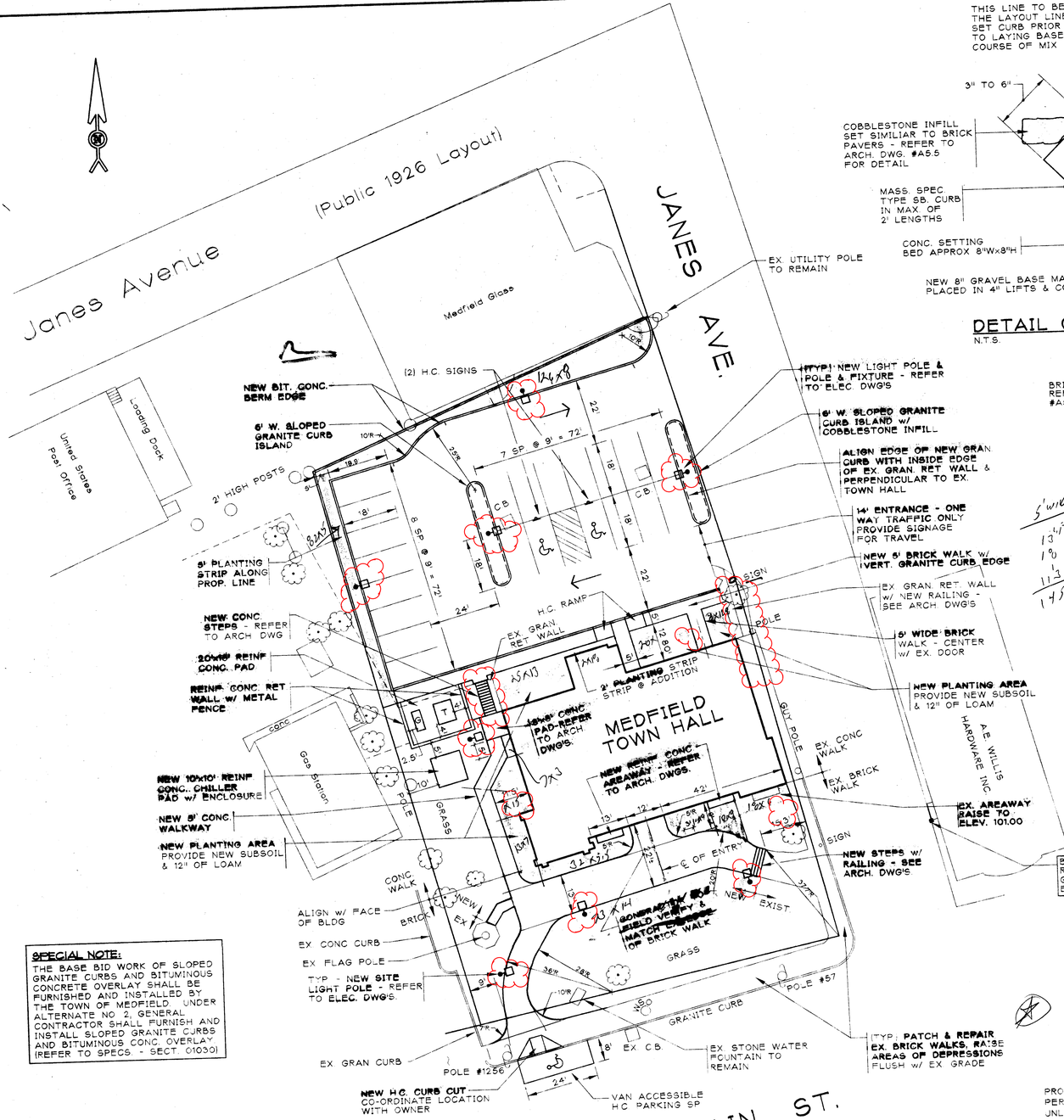
Warranty and Follow-up:

- The contractor shall provide all manufacturers' warranties to the Town for record, along with a 1-year warranty on all labor and materials.
- Availability for any necessary follow-up or touch-up work during the warranty period to ensure long-term satisfaction with the painting project.

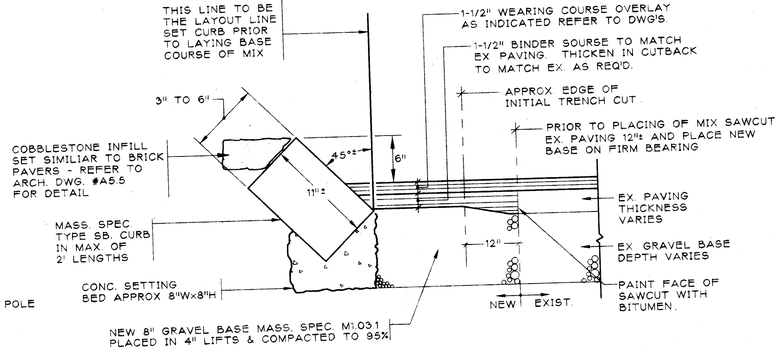
LIST OF DRAWINGS

List of Drawings, Marked up Plan Set (9 sheets):

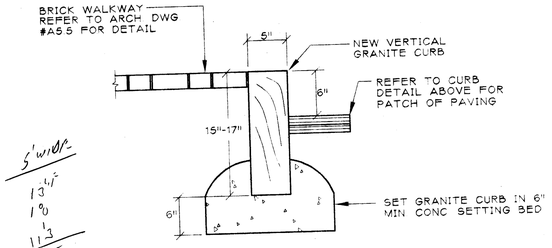
C-2 Site Layout Plan
A1.1 Ground Floor Plan
A1.2 First Floor Plan
A1.3 Second Floor Plan
A1.4 Third Floor Plan
A2.1 South Elevation
A2.2 North Elevation
A2.3 East Elevation
A2.4 West Elevation



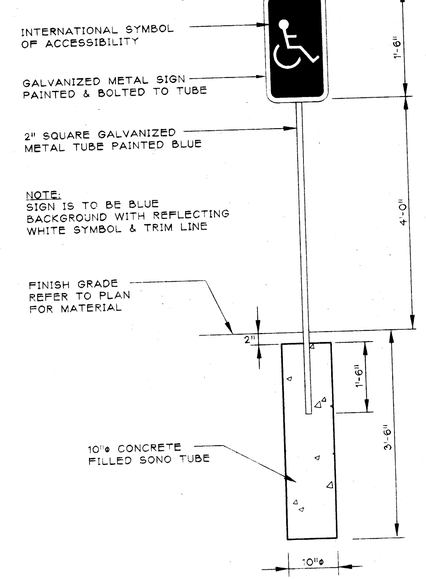
SPECIAL NOTE:
THE BASE BID WORK OF SLOPED GRANITE CURBS AND BITUMINOUS CONCRETE OVERLAY SHALL BE FURNISHED AND INSTALLED BY THE TOWN OF MEDFIELD UNDER ALTERNATE NO. 2, GENERAL CONTRACTOR SHALL FURNISH AND INSTALL SLOPED GRANITE CURBS AND BITUMINOUS CONC. OVERLAY (REFER TO SPECS. - SECT. 01030)



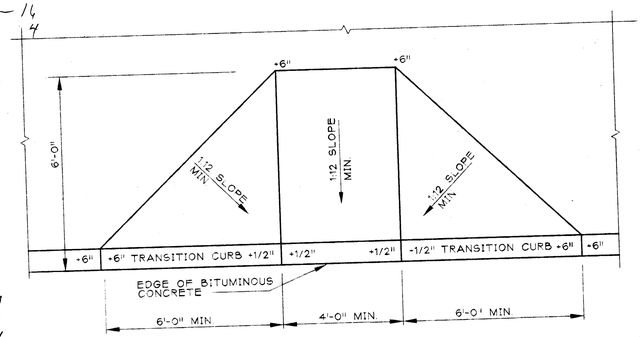
DETAIL OF SLOPED GRANITE CURB
N.T.S.



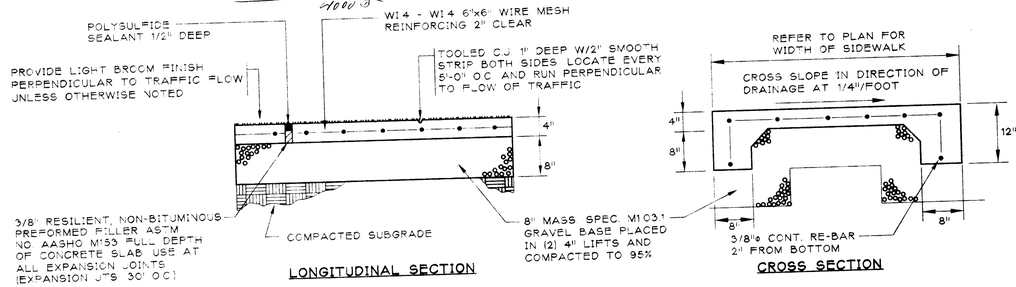
VERTICAL GRANITE CURB DETAIL
N.T.S.



DETAIL OF HANDICAPPED PARKING SIGN
N.T.S



DETAIL OF HANDICAP (HP) RAMP
N.T.S.



CONCRETE SIDEWALK DETAIL
NTS

GARCIA & GALUSKA, INC.
CONSULTING ENGINEERS
609 COUNTY STREET, NEW BEDFORD, MA 02740-6517
508-996-3388 • FAX 508-990-7021

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST., HINGHAM, MA 02043
TEL (617) 749-4160 FAX (617) 740-4276

RENOVATIONS TO THE MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

SITE LAYOUT PLAN

REVISIONS:

PROJECT NUMBER	95130
DATE:	7-12-96
SCALE:	1" = 20'
DRAWN:	CMG
CHECK:	MBG

DRAWING NUMBER
C-2

NORTH ELEVATION

2 A2.1

1 A5.1

2 A3.1

LINE OF STONE BASE BELOW

ALIGN GRANITE WITH EXISTING WINDOW MASONRY OPENING

VESTIBULE 016
7,13,21,23,26,31,41

RECESSED FLOOR MATT

WALK OFF MAT

ELEV.

CABINET UNIT SEE MECH. DWGS

1 A5.2

STAIR #2
017
3,4,12,22,31,32,41,42

1 A3.3

CABINET UNIT SEE MECH. DWGS

ELEVATOR MACHINE RM.
003a
6,21,24,32,41

PROVIDE 4" CONC. HOUSE KEEPING PAD FOR BOILER COORDINATE SIZE W/ MECH DWGS

BOILER
003
6,21,24,32,41

ELEC. ROOM
004
6,21,24,32,41

ELEC. ROOM
004A
6,21,24,32,41

COMMUNICATIONS CLOSET
002a
1,11,21,32,41

PUBLIC WORKS HIGHWAY/WATER/SEWER DEPARTMENTS
002
2,12,21,31,41

LOBBY 001
2,13,21,23,26,31,41

DIRECTORY

5'-5" CLEAR

COUNTER

PATCH CONC. SLAB WHERE DEMOLITION HAS OCCURRED FOR ACCEPTANCE OF NEW COLUMN AND CONC. FOOTING TYP.

BUILDING DEPT.
014
2,12,21,31,41

CLOSET 002B

CORRIDOR 008
2,13,21,23,26,31,41

STORAGE 005
1,11,21,24,32,41

STORAGE 006

1,11,21,24,32,41

MEETING 007
2,12,21,31,41

NEW WINDOW WELL

NEW WINDOW WELL

BOARD OF HEALTH
013
2,12,21,31,41

STAIR # 1
015
3,4,12,22,31,32,41,42

CABINET UNIT SEE MECH. DWGS

MEN
012
5,14,22,31,41

WOMEN
011
5,14,22,31,41

STORAGE 010
1,11,21,33,41

STORAGE 009
1,11,21,32,41

PATCH AND REPAIR CONCRETE SLAB WHERE DEMOLITION OF MASONRY WALLS HAS OCCURRED. (TYP)

2 A5.2

Room Finish Schedule

Floors
1. New Vinyl Tile Floor
2. Carpet
3. New Rubber Tread / Riser
4. New Rubber Floor
5. New Ceramic Tile Floor
6. Repair & Paint Concrete Floor
7. Walk Off Mat
8. 9. 10. NOT USED

Base
11. Vinyl Base
12. New Wood Base - 6/A6.6
13. New Wood Base - 7/A6.6
14. New Ceramic Tile Base
15. 16. 17. 18. 19. 20. NOT USED

Walls
21. Paint Gypsum / Plaster
22. Glaze Coat GYpsum / Plaster
23. New Vinyl Wall Covering
24. Paint Existing Concrete Masonry Wall
25. New Ceramic Wall Tile (5'-0" High)
26. New Wood Molding 8/A6.6
27. 28. 29. 30. NOT USED

Ceilings
31. New Suspended Ceiling Tile and Grid
32. New Painted Gypsum / Plaster Ceiling
33. Paint Underside Of Deck / Structure
34. New Cornice 9/A6.6
35. New Cornice 10/A6.6
36. 37. 38. 39. 40. NOT USED

Miscellaneous
41. Paint New Door Frames & Doors
42. Repair & Paint / Refinish Exist. Or New Wood Stair
43. New Toilet Partition
44. 45. 46. 48. 49. NOT USED

45.1

GENERAL CONSTRUCTION NOTES:

1. PATCH EXISTING CONCRETE SLAB WHERE DEMOLITION HAS OCCURED, PROVIDE FINISH NECESSARY PER MANUFACTURERS RECOMMENDATIONS FOR FINISHES.
2. PATCH OR REPAIR EXISTING CONCRETE SLAB AS REQUIRED TO ACCEPT NEW FINISH AS PER MANUFACTURERS RECOMMENDATIONS. PROVIDE LEVELING MATERIAL @ IRREGULARITIES IN CONCRETE SLAB.

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL. (617) 749-4160 FAX (617) 740-4279

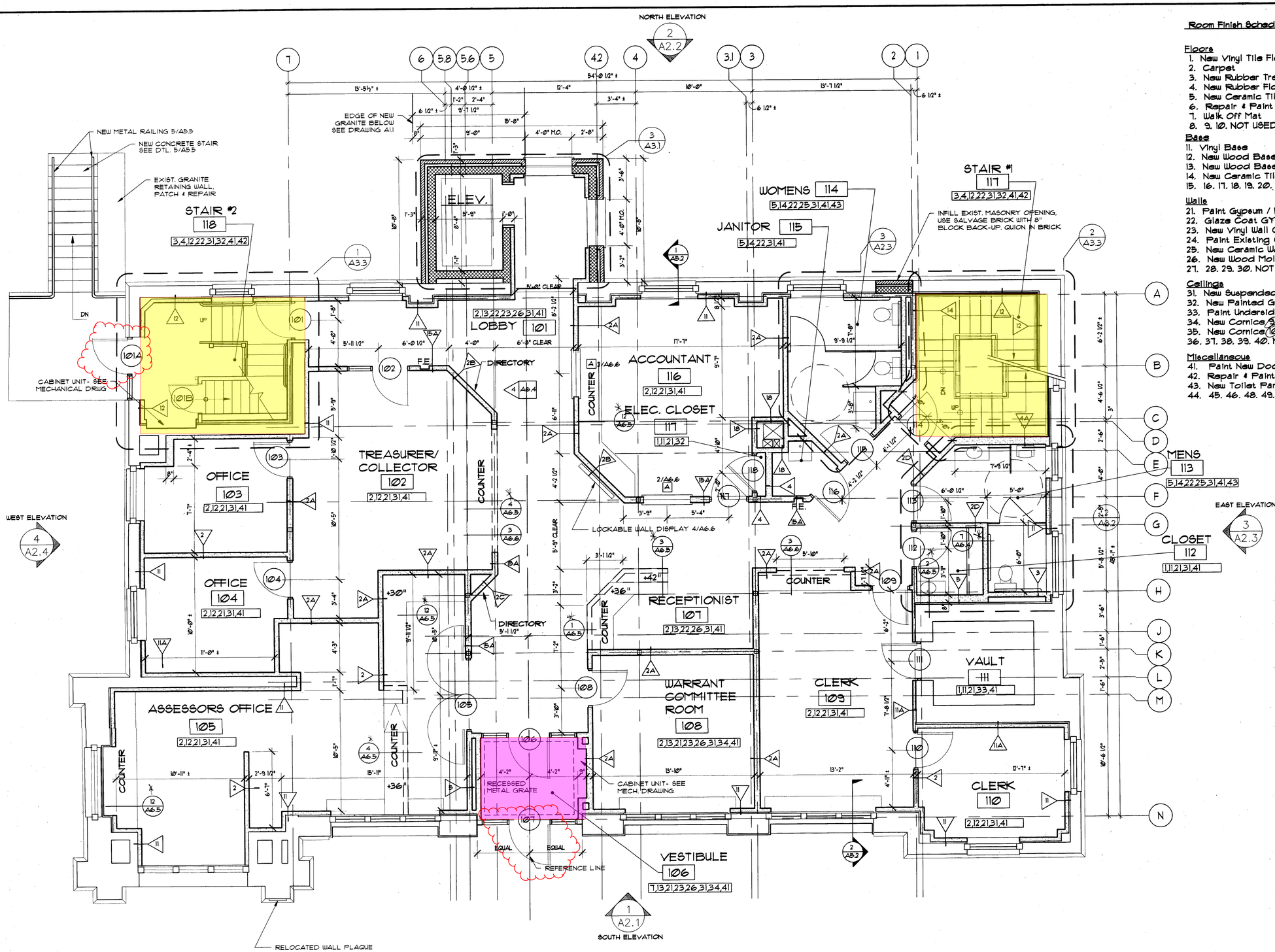
RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

GROUND FLOOR PLAN

REVISIONS:

PROJECT NUMBER:	95059
DATE:	12 JULY 96
SCALE:	1/4" = 1'-0"
DRAWN:	DG/
CHECK:	JRY.

DRAWING NUMBER:
A1.1



Room Finish Schedule

Floors
1. New Vinyl Tile Floor
2. Carpet
3. New Rubber Tread / Riser
4. New Rubber Floor
5. New Ceramic Tile Floor
6. Repair & Paint Concrete Floor
7. Walk Off Mat
8. 9. 10. NOT USED

Base
11. Vinyl Base
12. New Wood Base - 6/A6.6
13. New Wood Base - 7/A6.6
14. New Ceramic Tile Base
15. 16. 17. 18. 19. 20. NOT USED

Walls
21. Paint Gypsum / Plaster
22. Glaze Coat Gypsum / Plaster
23. New Vinyl Wall Covering
24. Paint Existing Concrete Masonry Wall
25. New Ceramic Wall Tile (5'-0" High)
26. New Wood Molding 8/A6.6
27. 28. 29. 30. NOT USED

Ceilings
31. New Suspended Ceiling Tile and Grid
32. New Painted Gypsum / Plaster Ceiling
33. Paint Underside Of Deck / Structure
34. New Cornice 5/A6.6
35. New Cornice 10/A6.6
36. 37. 38. 39. 40. NOT USED

Miscellaneous
41. Paint New Door Frames & Doors
42. Repair & Paint / Refinish Exist. Or New Wood Stair
43. New Toilet Partition
44. 45. 46. 48. 49. NOT USED

GENERAL CONSTRUCTION NOTES:

1. PATCH EXISTING CONCRETE SLAB WHERE DEMOLITION HAS OCCURED, PROVIDE FINISH NECESSARY PER MANUFACTURERS RECOMMENDATIONS FOR FINISHES.
2. PATCH OR REPAIR EXISTING CONCRETE SLAB AS REQUIRED TO ACCEPT NEW FINISH AS PER MANUFACTURERS RECOMMENDATIONS. PROVIDE LEVELING MATERIAL @ IRREGULARITIES IN CONCRETE SLAB.

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL (617) 749-4160 FAX (617) 740-4279

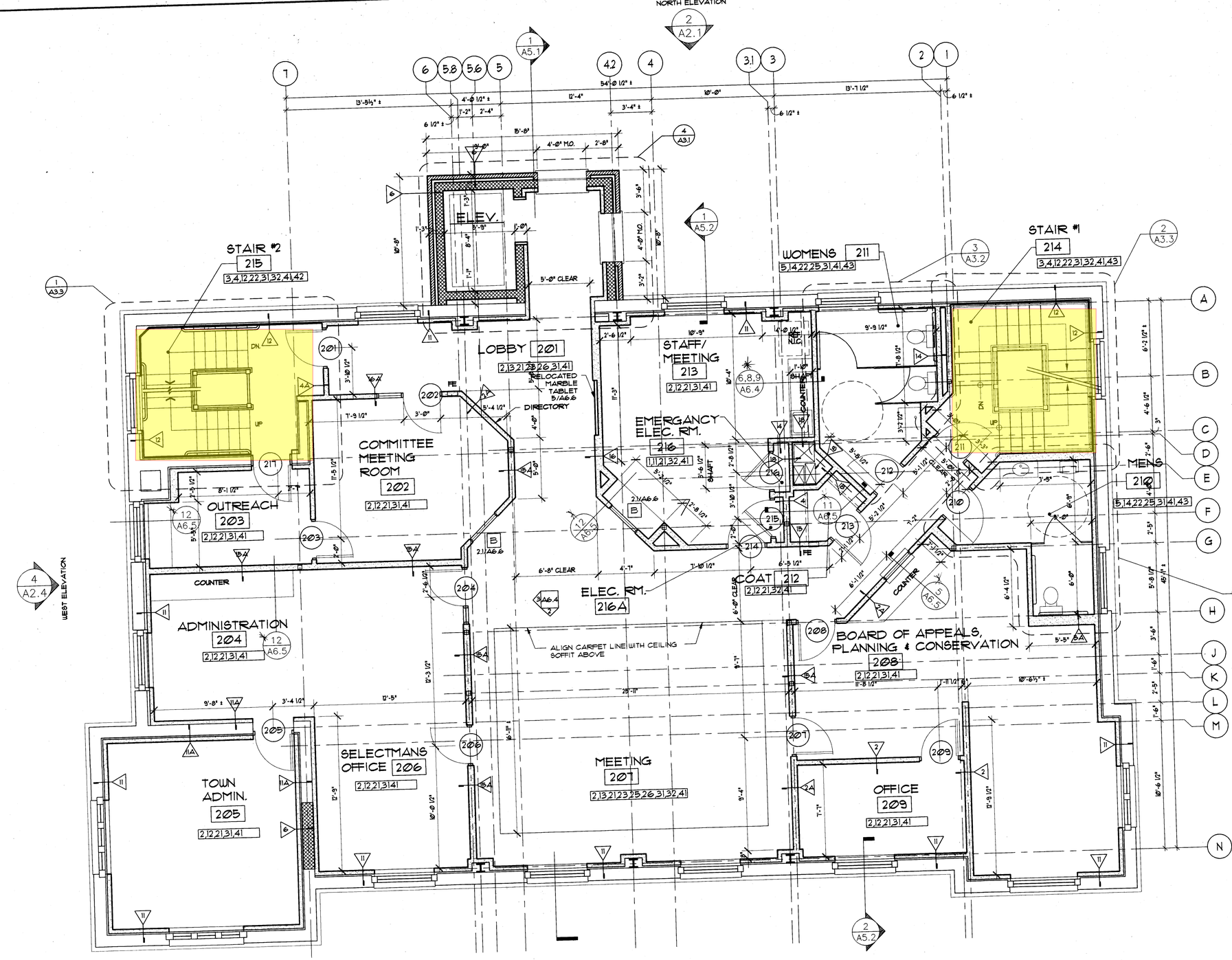
RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

FIRST FLOOR PLAN

REVISIONS:

PROJECT NUMBER:	95059
DATE:	12 JULY 96
SCALE:	1/4" = 1'-0"
DRAWN:	DG/
CHECK:	JRY.

DRAWING NUMBER:
A1.2



Floors
1. New Vinyl Tile Floor
2. Carpet
3. New Rubber Tread / Riser
4. New Rubber Floor
5. New Ceramic Tile Floor
6. Repair & Paint Concrete Floor
7. Walk Off Mat
8. 9. 10. NOT USED

Base
11. Vinyl Base
12. New Wood Base - 6/A6.6
13. New Wood Base - 7/A6.6
14. New Ceramic Tile Base
15. 16. 17. 18. 19. 20. NOT USED

Walls
21. Paint Gypsum / Plaster
22. Glaze Coat GYpsum / Plaster
23. New Vinyl Wall Covering
24. Paint Existing Concrete Masonry Wall
25. New Ceramic Wall Tile (5'-0" High)
26. New Wood Molding 8/A6.6
27. 28. 29. 30. NOT USED

Ceilings
31. New Suspended Ceiling Tile and Grid
32. New Painted Gypsum / Plaster Ceiling
33. Paint Underside Of Deck / Structure
34. New Cornice 9/A6.6
35. New Cornice 10/A6.6
36. 37. 38. 39. 40. NOT USED

Miscellaneous
41. Paint New Door Frames & Doors
42. Repair & Paint / Refinish Exist. Or New Wood Stair
43. New Toilet Partition
44. 45. 46. 48. 49. NOT USED

GENERAL CONSTRUCTION NOTES:

1. PATCH EXISTING CONCRETE SLAB WHERE DEMOLITION HAS OCCURED, PROVIDE FINISH NECESSARY PER MANUFACTURERS RECOMMENDATIONS FOR FINISHES.
2. PATCH OR REPAIR EXISTING CONCRETE SLAB AS REQUIRED TO ACCEPT NEW FINISH AS PER MANUFACTURERS RECOMMENDATIONS. PROVIDE LEVELING MATERIAL @ IRREGULARITIES IN CONCRETE SLAB.

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL. (617) 749-4160 FAX. (617) 740-4279

REGISTERED ARCHITECT JOHN O. HOIT No. 2563 HINGHAM, MASS. COMMONWEALTH OF MASSACHUSETTS

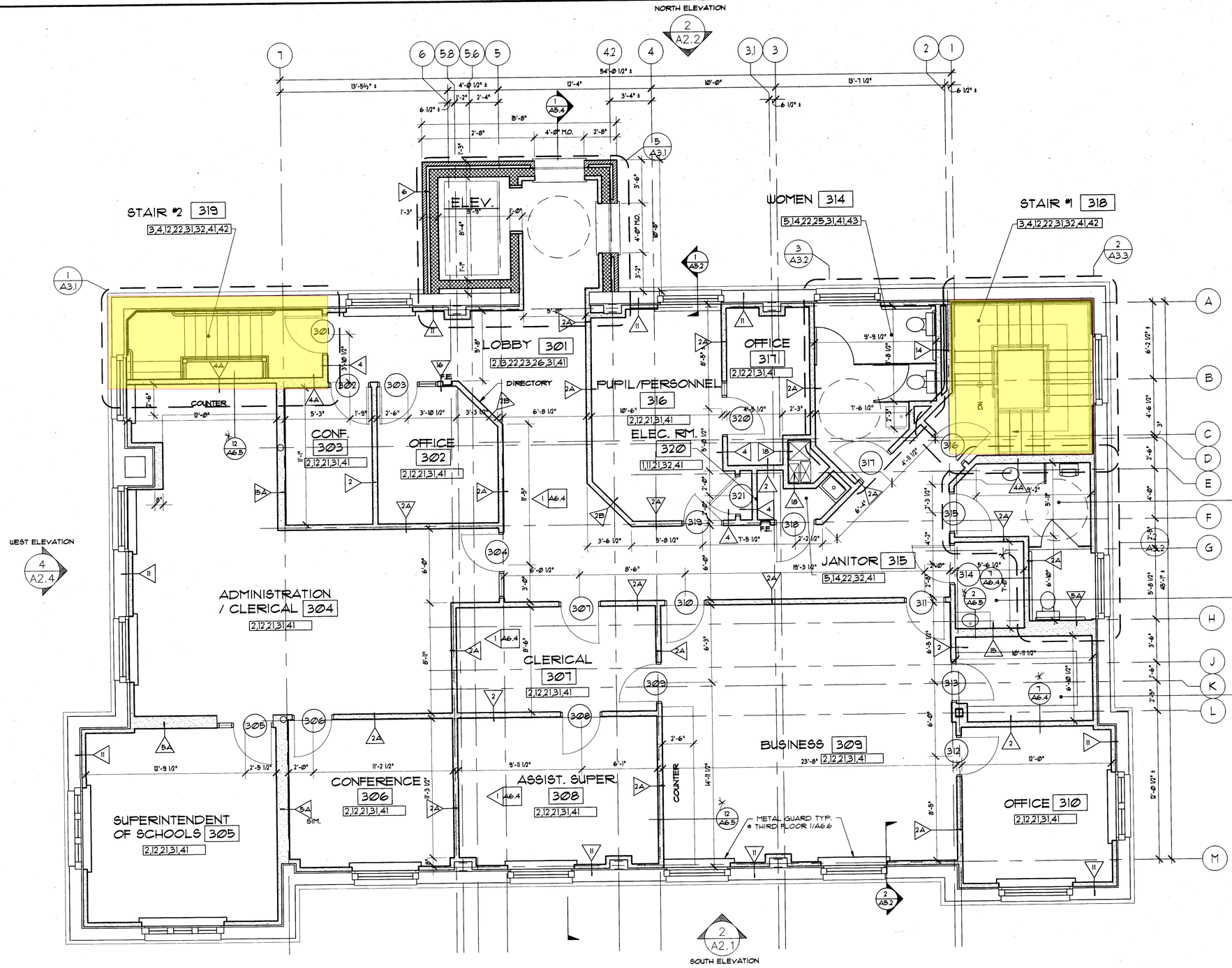
RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

SECOND FLOOR PLAN

REVISIONS:

PROJECT NUMBER:	95059
DATE:	12 JULY 96
SCALE:	1/4" = 1'-0"
DRAWN:	DG/PCM
CHECK:	JRY.

DRAWING NUMBER:
A1.3



Room Finish Schedule

Floors
1. New Vinyl Tile Floor
2. Carpet
3. New Rubber Tread / Riser
4. New Rubber Floor
5. New Ceramic Tile Floor
6. Repair & Paint Concrete Floor
7. Walk Off Mat
8. 9. 10. NOT USED

Base
11. Vinyl Base
12. New Wood Base - 6/A6.6
13. New Wood Base - 7/A6.6
14. New Ceramic Tile Base
15. 16. 17. 18. 19. 20. NOT USED

Walls
21. Paint Gypsum / Plaster
22. Glaze Coat GYpsum / Plaster
23. New Vinyl Wall Covering
24. Paint Existing Concrete Masonry Wall
25. New Ceramic Wall Tile (5'-0" High)
26. New Wood Molding 8/A6.6
27. 28. 29. 30. NOT USED

Ceilings
31. New Suspended Ceiling Tile and Grid
32. New Painted Gypsum / Plaster Ceiling
33. Paint Undersides Of Deck / Structure
34. New Cornice 9/A6.6
35. New Cornice 10/A6.6
36. 37. 38. 39. 40. NOT USED

Miscellaneous
41. Paint New Door Frames & Doors
42. Repair & Paint / Refinish Exist. Or New Wood Stair
43. New Toilet Partition
44. 45. 46. 48. 49. NOT USED

GENERAL CONSTRUCTION NOTES:

1. PATCH EXISTING CONCRETE SLAB WHERE DEMOLITION HAS OCCURED, PROVIDE FINISH NECESSARY PER MANUFACTURERS RECOMMENDATIONS FOR FINISHES.
2. PATCH OR REPAIR EXISTING CONCRETE SLAB AS REQUIRED TO ACCEPT NEW FINISH AS PER MANUFACTURERS RECOMMENDATIONS. PROVIDE LEVELING MATERIAL @ IRREGULARITIES IN CONCRETE SLAB.

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL. (617) 749-4160 FAX (617) 740-4279

REGISTERED ARCHITECT COMMONWEALTH OF MASSACHUSETTS JOHN J. HOIT No. 7034

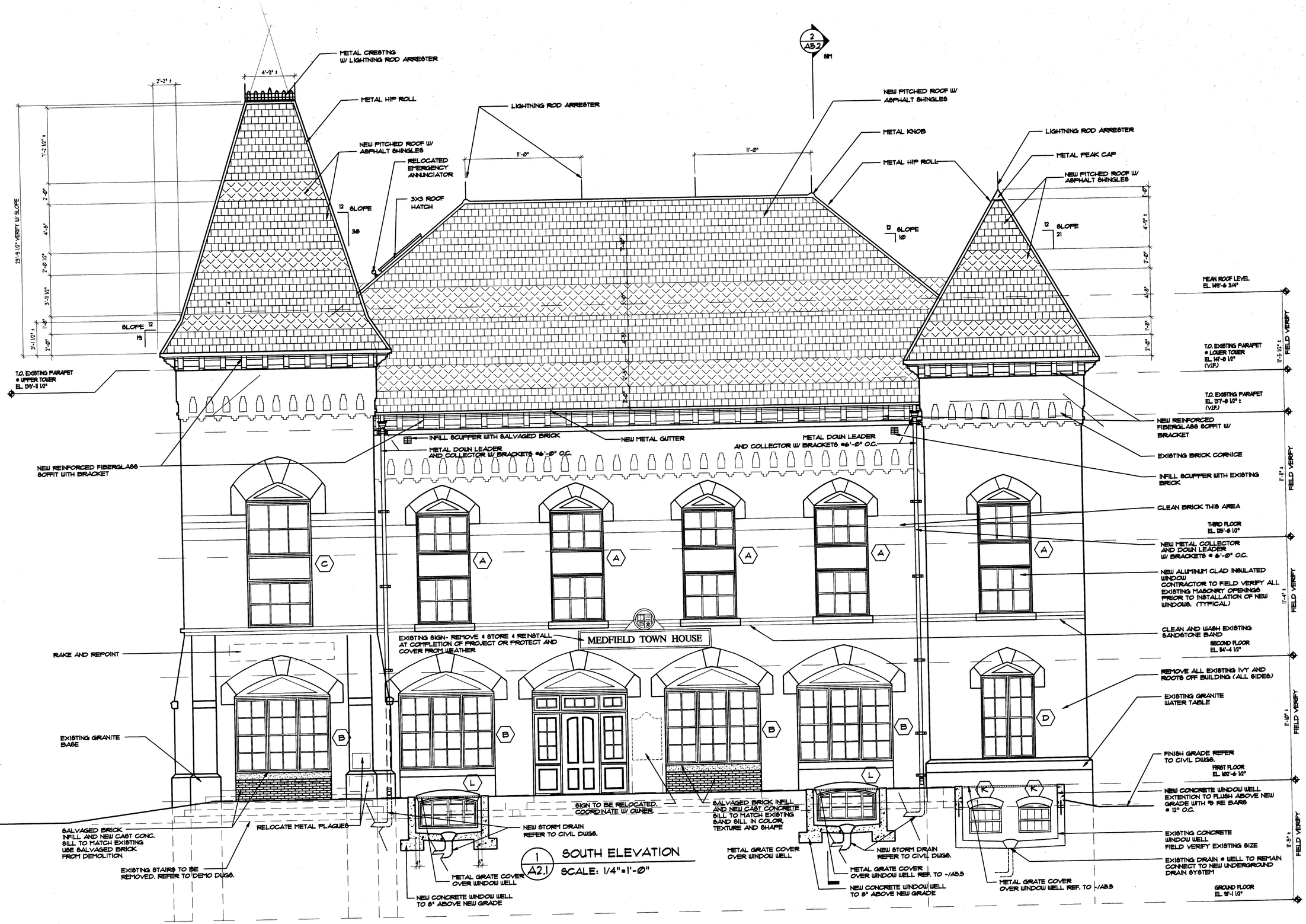
RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

THIRD FLOOR PLAN

REVISIONS:

PROJECT NUMBER:	95059
DATE:	12 JULY 96
SCALE:	1/4" = 1'-0"
DRAWN:	DG.
CHECK:	JRY.

DRAWING NUMBER:
A1.4



STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL (617) 749-4160 FAX (617) 740-4279

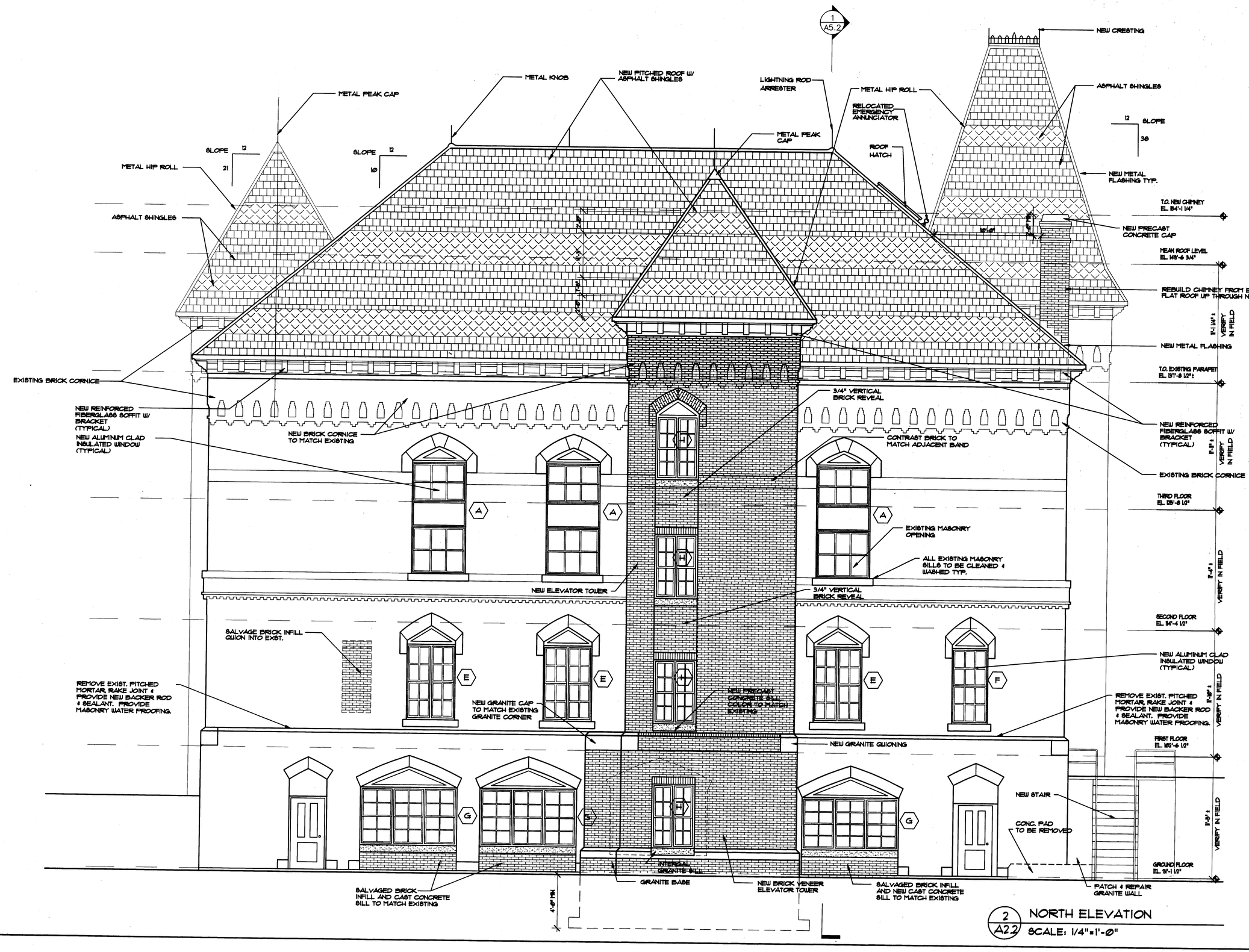
RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

SOUTH ELEVATION

REVISIONS:

PROJECT NUMBER:	95059
DATE:	7-12-96
SCALE:	1/4" = 1'-0"
DRAWN:	DG, BB, FVA
CHECK:	JRY.

DRAWING NUMBER:
A2.1



2 A2.2 NORTH ELEVATION

SCALE: 1/4"=1'-0"

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL. (617) 749-4160 FAX (617) 740-4279

REGISTERED ARCHITECT PETER O. HOIT No. 5553 HINGHAM, MASS. COMMONWEALTH OF MASSACHUSETTS

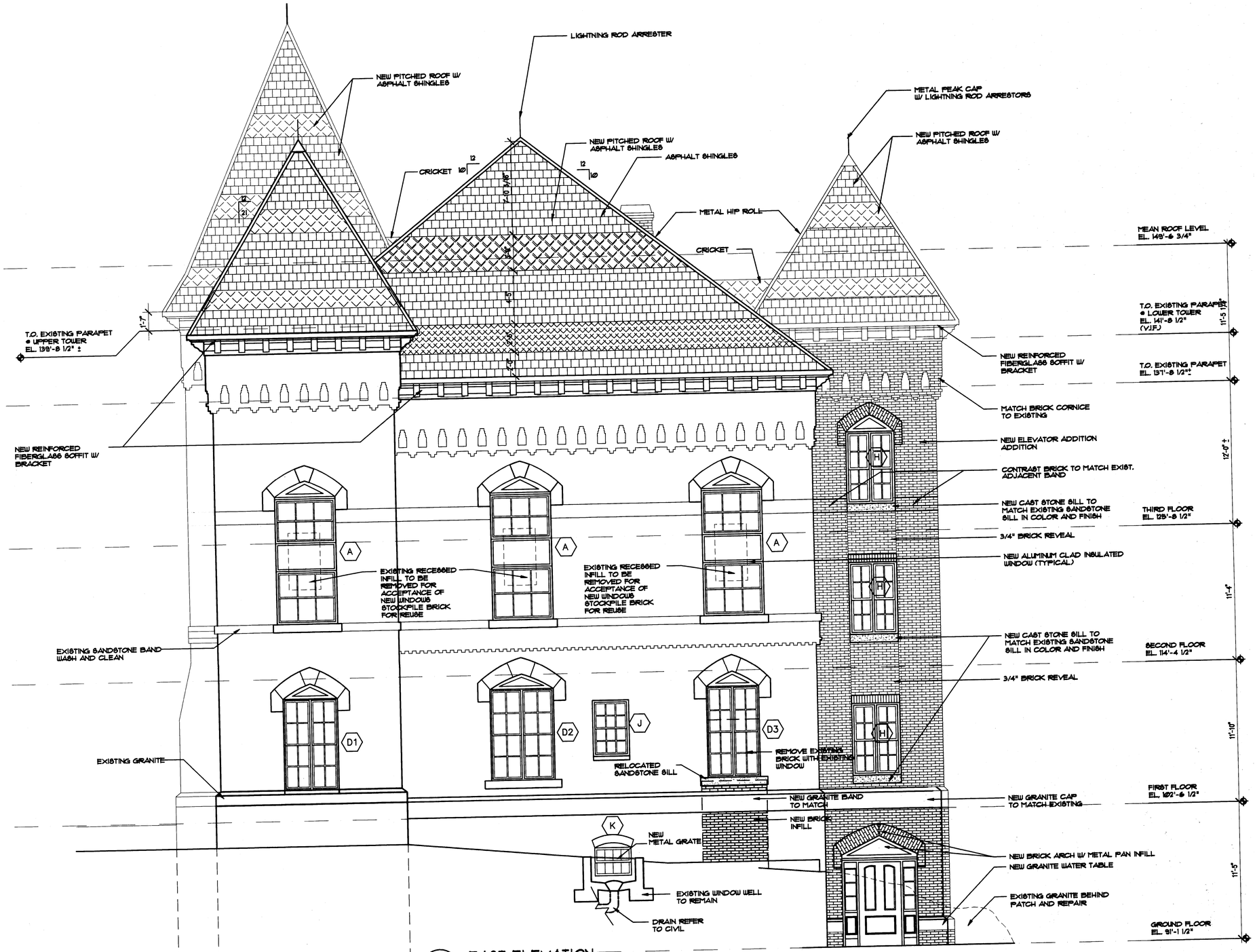
RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

NORTH ELEVATION

REVISIONS:

PROJECT NUMBER:	95059
DATE:	7-12-96
SCALE:	1/4" = 1'-0"
DRAWN:	DG, FVA
CHECK:	JRT

DRAWING NUMBER:
A2.2



3 / A2.3 EAST ELEVATION
SCALE: 1/4"=1'-0"

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL. (617) 749-4160 FAX (617) 740-4279

REGISTERED ARCHITECT STREKALOVSKY & HOIT No. 2553 HINGHAM MASSACHUSETTS COMMONWEALTH OF

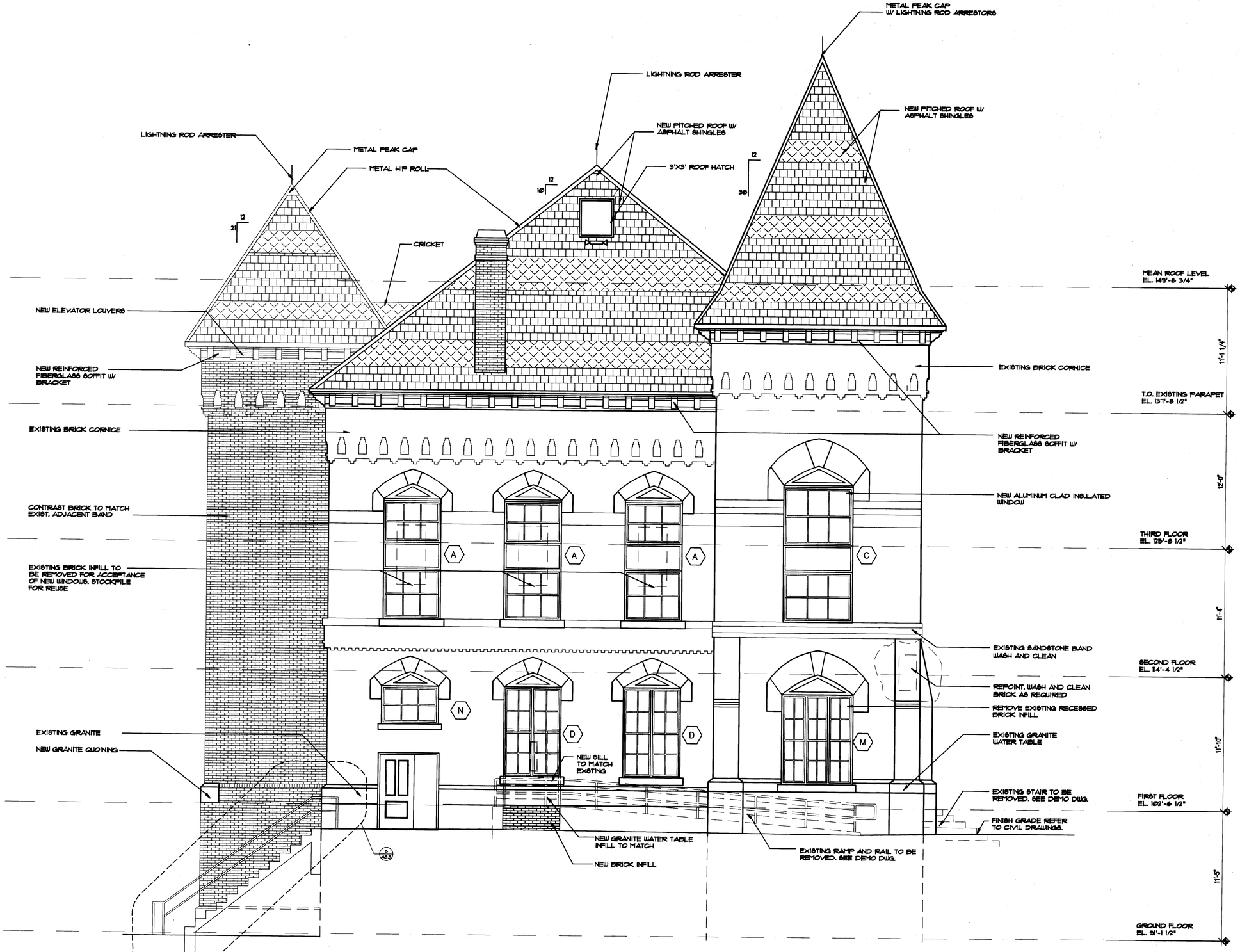
RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

EAST ELEVATION

REVISIONS:

PROJECT NUMBER:	95059
DATE:	7-12-96
SCALE:	1/4" = 1'-0"
DRAWN:	DG.
CHECK:	JRY.

DRAWING NUMBER:
A2.3



4 / A2.4 WEST ELEVATION
SCALE: 1/4"=1'-0"

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA. 02043
TEL. (617) 749-4160 FAX (617) 740-4279

REGISTERED ARCHITECT ROBERT O. HOIT No. 2553 HINGHAM, MASS. COMMONWEALTH OF MASSACHUSETTS

RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

WEST ELEVATION

REVISIONS:

PROJECT NUMBER:	95059
DATE:	7-12-96
SCALE:	1/4" = 1'-0"
DRAWN:	DG.
CHECK:	JRY

DRAWING NUMBER:
A2.4

Town of Medfield

459 Main Street
Medfield, MA 02052

Ben Jachowicz, PM
Phone: 508-359-8505 x 3369

Town Hall - Interior & Exterior Painting
Requests for Information & Responses - Addendum #1
Dated 10/22/2024

This Addendum #1 contains the following clarifications #1 & 2, and RFI questions and answers #1 & 2

Clarifications:

1. *The exterior work shall be completed by May 16, 2025.*
2. *Wood doors should be sanded down and a new polyurethane coating to match the existing color should be applied. This includes the interior sides of wood doors in the vestibules.*

Questions & Answers:

1. *Question: What plans can you send for the doors?*

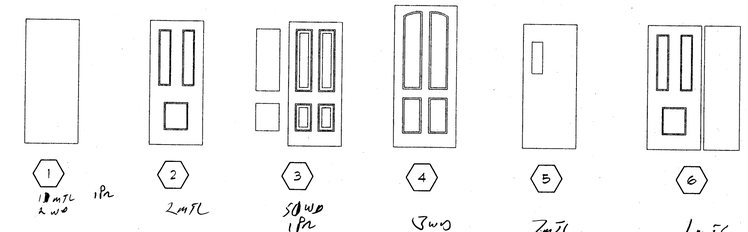
   Answer: Doors are shown on the elevation drawings and floor plan. Attached is the door schedule (continue on to the next page).

2. *Question: It appears the drawings included in the bid package are approximately 28 years old. Could you please confirm if any major improvements or modifications have been made to the interior of the building since these drawings were created?*

   Answer: There have not been any major renovations, however the bidder is responsible for the existing conditions as observed in the mandatory bid walkthrough.

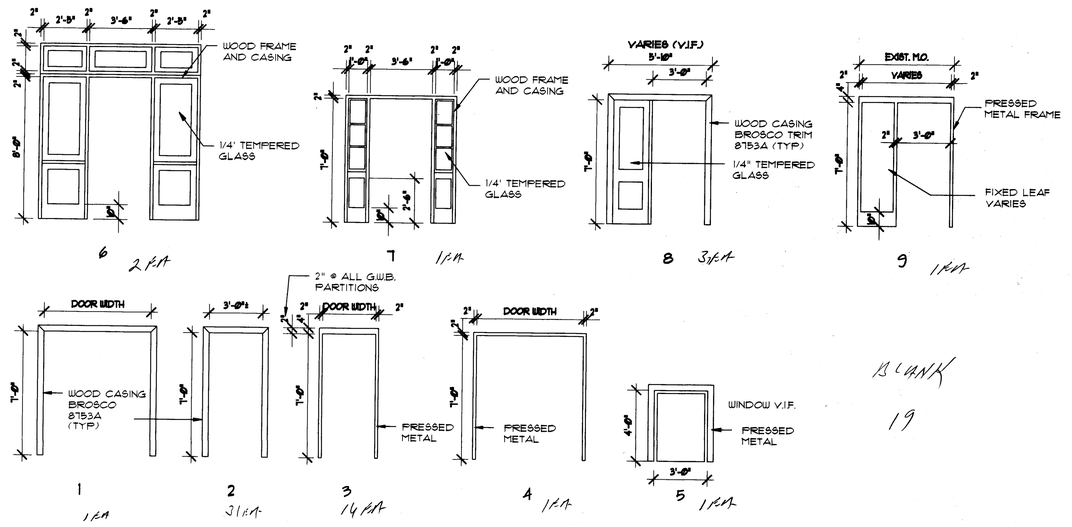
DOOR SCHEDULE

DOOR NO.	DOOR SIZE	DOOR TYPE	DOOR MAT.	DOOR GLASS	FRAME TYPE	FRAME MAT.	DETAILS JAMB	DETAILS HEAD	DETAILS SILL	LABEL	HDWR SET	FINISH DOOR	FINISH FRAME	REMARKS
001	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2	PTD	PTD	
002	3'-0" x 7'-0" x 1¾"	1	MTL		3	MTL	J-1	H-1		B	3	PTD	PTD	
003	3'-0" x 7'-0" x 1¾"	1	MTL		3	MTL	J-7	H-7		B	3	PTD	PTD	
004	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2	PTD	PTD	
005	3'-0" x 7'-0" x 1¾"	1	WD		2	WD	J-1	H-1			4	PTD	PTD	
006	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4	PTD	PTD	
007	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2	PTD	PTD	
008	3'-0" x 7'-0" x 1¾"	3	WD	●	2	WD	J-3	H-3			4	PTD	PTD	1,
009	3'-0" x 7'-0" x 1¾"	1	WD		2	WD	J-6	H-6			4	PTD	PTD	
010	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-6	H-6			4	PTD	PTD	
011	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-6	H-6			7	PTD	PTD	
012	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-6	H-6			7	PTD	PTD	
013	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2	PTD	PTD	
014	3'-0" x 7'-0" x 1¾"	5	MTL	●	3	MTL	J-7	H-7		B	6	PTD	PTD	
015	3'-0" x 7'-0" x 1¾"	2	MTL		3	MTL	J-2	H-2			1	CLR	CLR	4
016	3'-0" x 7'-0" x 1¾"	3	WD	●	8	WD	J-3,8	H-3,8			8	CLR	CLR	1,
017	3'-0" x 7'-0" x 1¾"	4SIM	WD	●	7	WD	J-10	H-10			1	PTD	PTD	1,
018	3'-0" x 7'-0" x 1¾"	2	MTL	●	3	MTL	J-2	H-2			1	PTD	PTD	
019	FIR 3'-0" x 7'-0" x 1¾"	1	MTL		4	MTL	J-7	H-7		B	10	PTD	PTD	2
020	3'-0" x 7'-0" x 1¾"	1	MTL		3	MTL	J-7	H-7		B	3	PTD	PTD	2
021	3'-0" x 7'-0" x 1¾"	1	MTL		3	MTL	J-9	H-9		B	3	PTD	PTD	2
022	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4	PTD	PTD	
101	3'-0" x 7'-0" x 1¾"	5	MTL	●	3	MTL	J-11	H-11		B	6	PTD	PTD	
101A	3'-0" x 7'-0" x 1¾"	6	MTL		9	MTL								• WITH FIXED LEAF
102	3'-0" x 7'-0" x 1¾"	3	WD	●	8	WD	J-3,8	H-3,8			2	PTD	PTD	1,
103	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4	PTD	PTD	
104	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4	PTD	PTD	
105	FIR 3'-0" x 7'-0" x 1¾"	3	WD		1	WD	J-3	H-3			11	PTD	PTD	
106	3'-6" x 7'-0" x 1¾"	4	WD	●	6	WD	J-8	J-8SIM			9	CLR	CLR	1,4
107	3'-6" x 7'-0" x 1¾"	4	WD	●	6	WD	J-12	H-12			1	CLR	CLR	1,4
108	3'-0" x 7'-0" x 1¾"	3	WD	●	2	WD	J-3	H-3			4			1,
109	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			1			
110	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4			
111	3'-0" x 7'-0" x 1¾"	-	MTL	-	-	MTL	J-4	H-4		6 HR	0			3
112	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4			
113	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			8			
114	3'-0" x 7'-0" x 1¾"	5	MTL	●	3	MTL	J-7	H-7		B	6			
115	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			8			
116	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4			
117	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			1			
118	3'-0" x 7'-0" x 1¾"	1	MTL		3	MTL	J-7	H-7		B	5			
201	3'-0" x 7'-0" x 1¾"	5	MTL	●	3	MTL	J-7	H-7		B	6			
202	3'-0" x 7'-0" x 1¾"	3	WD	●	8	WD	J-3,8	H-3,8			2			1,
203	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			4			
204	3'-0" x 7'-0" x 1¾"	3	WD	●	8	WD	J-3,8	H-3,8			2			1,
205	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-6	H-6			4			
206	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2			
207	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2			
208	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2			
209	3'-0" x 7'-0" x 1¾"	3	WD	●	2	WD	J-3	H-3			4			1,
210	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			8			
211	3'-0" x 7'-0" x 1¾"	1	MTL	●	3	MTL	J-7	H-7		B	6			
212	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			8			
213	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			12			
214	3'-0" x 7'-0" x 1¾"	3	WD		2	WD	J-3	H-3			2			
215	3'-0" x 7'-0" x 1¾"	1	MTL		3	MTL	J-7	H-7		B	2			
216	3'-0" x 7'-0" x 1¾"	1	MTL		3	MTL	J-7	H-7		B	5			
217	3'-6" x 7'-0" x 1¾"	5	MTL		3	MTL	J-7	H-7		B	4			
301	3'-0" x 7'-0" x 1¾"	5	MTL	●	3	MTL	J-7	H-7		B	6			
302	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			4			1,
303	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3,8	H-3,8			4			1,
304	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3,8	H-3,8			2			1,
305	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3,8	H-3,8			4			1,
306	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			4			1,
307	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			2			1,
308	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			4			1,
309	3'-0" x 7'-0" x 1¾"	3	WD			WD	J-3	H-3			4			
310	3'-0" x 7'-0" x 1¾"	3	WD			WD	J-3	H-3			2			
311	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			2			1,
312	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			4			
313	3'-0" x 7'-0" x 1¾"	3	WD			WD	J-3	H-3			4			
314	3'-0" x 7'-0" x 1¾"	3	WD			WD	J-3	H-3			12			
315	3'-0" x 7'-0" x 1¾"	3	WD			WD	J-3	H-3			7			
316	3'-0" x 7'-0" x 1¾"	5	MTL	●	3	MTL	J-7	H-7		B	6			
317	3'-0" x 7'-0" x 1¾"	3	WD			WD	J-3	H-3			7			
318	3'-0" x 7'-0" x 1¾"	3	WD			WD	J-3	H-3			4			
319	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			2			
320	3'-0" x 7'-0" x 1¾"	3	WD	●		WD	J-3	H-3			4			
321	3'-0" x 7'-0" x 1¾"	1	MTL			MTL	J-7	H-7		B	5			
401	3'-0" x 4'-0" x 1¾"	1	MTL		5	MTL	J-7	H-7		B	38IM			2



DOOR TYPES

J1	2	H1	2
J2	1	H-2	1
J3	49	H-3	49
J8	14 (3)	H-8	14 (3)
J9	1	H-9	
J5	—	H-5	—
J6	4	H-6	4
J7	14	H7	14
J10	1	H10	— 1
J11	1	11	— 1
J12	1	12	— 1



FRAME TYPES

NOTES

1, PROVIDE SAFETY GLASS TOP TWO PANELS OF DOORS

2 NO WOOD CASING

3 6 HR FIRE RATED VAULT DOOR

4 TRANSPARENT STAIN FINISH

BLANK 19

STREKALOVSKY & HOIT INC.
ARCHITECTS
51 NORTH ST. HINGHAM, MA 02043
TEL (617) 749-4160 FAX (617) 740-4279

RENOVATIONS TO THE
MEDFIELD TOWN HALL
MEDFIELD, MASSACHUSETTS

DOOR SCHEDULE, TYPES & FRAMES

REVISIONS:

PROJECT NUMBER 95056
DATE: 7-12-96
SCALE: AS NOTED
DRAWN: DG/JY.
CHECK: JRY

DRAWING NUMBER
A6.1

Town of Medfield

459 Main Street
Medfield, MA 02052

Ben Jachowicz, PM
Phone: 508-359-8505 x 3369

Town Hall - Interior & Exterior Painting
Additional Clarifications - Addendum #2
Dated 10/24/2024

This Addendum #2 contains the following clarifications #1-3.

Clarifications:

1. *Below is more detailed information on the scope of work pertaining to the wooden doors:*

   ***Preparation:* Remove dirt, grease, and old finishes using a mild detergent and water or a wood cleaner.**

   ***Sanding:* Sand the door lightly to remove any imperfections, rough spots, or old paint, finish, etc.**

   ***Finish:* Use a high-quality exterior polyurethane to protect the door from moisture, UV rays, and general wear and tear in accordance with manufacturer's recommendations.**

2. *There are no liquidated damages associated with this project. But the expectation is that the project will be completed within the specified schedule.*

3. *Estimated project cost is between $30,000 and $40,000.*