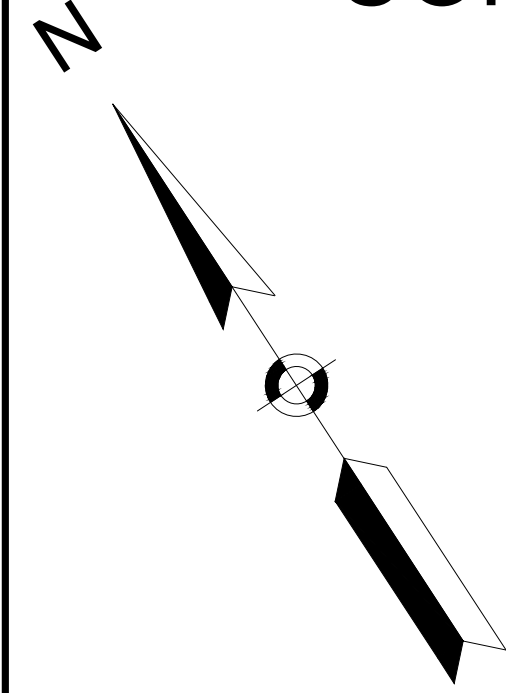


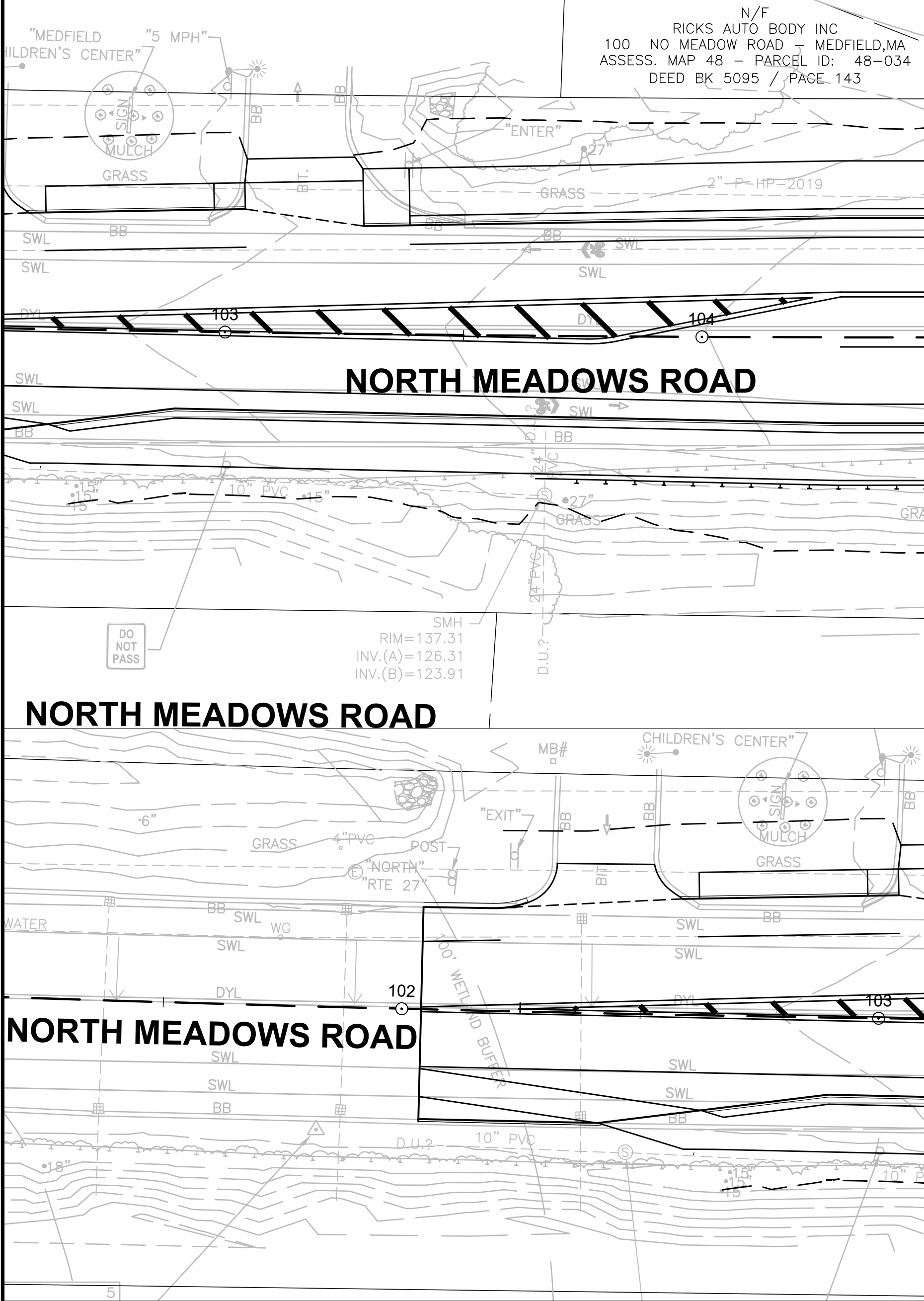


Select Board Meeting
Meeting Packet
February 4, 2025

SIGNALIZED INTERSECTION
CONCEPT



ES LLC
FRANKLIN, MA
ID: 48-058
PAGE 14



N/
266 MAIN ST UNIT #1
ASSESS. MAP 48 - PARCEL ID: 48-034
DEED BK 15377 /
PLAN #618 OF 1959 B.

N: 2895196.348'
E: 703889.987'
EL: 142.412'
IR/CAP(SET)

N/F
RICKS AUTO BODY INC
100 - NO MEADOW ROAD - MEDFIELD, MA
ASSESS. MAP 48 - PARCEL ID: 48-034
DEED BK 5095 / PAGE 143

CONTINUED ON
NEXT SHEET

Highway Design HQ: Concur with the proposed bike amenities on both concepts

MEDFIELD
NORTH MEADOWS ROAD (ROUTE 27)
AND WEST STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	14	X
PROJECT FILE NO.		XXXXXX	

SIGN AND PAVEMENT MARKING PLANS

N/F
CROWELL, THEODORE M
51 PERTER KRISTOF WAY - MEDFIELD, MA
ASSESS. MAP 48 - PARCEL ID: 48-033
DEED BK 812 / PAGE 182

LOT 6
LAND COURT PLAN 383-K

NORTH MEADOWS ROAD
(1975 LAYOUT #6238)

The min. SUP width is 10'. It appears this width can be accommodated without significant impacts to this analysis but should be incorporated if this option advances.

NORTH MEADOWS ROAD

NORTH MEADOWS ROAD

CONTINUED
NEXT SHEET

0 20 50 100

SCALE: 1" = 20'

CONTINUED
ABOVE

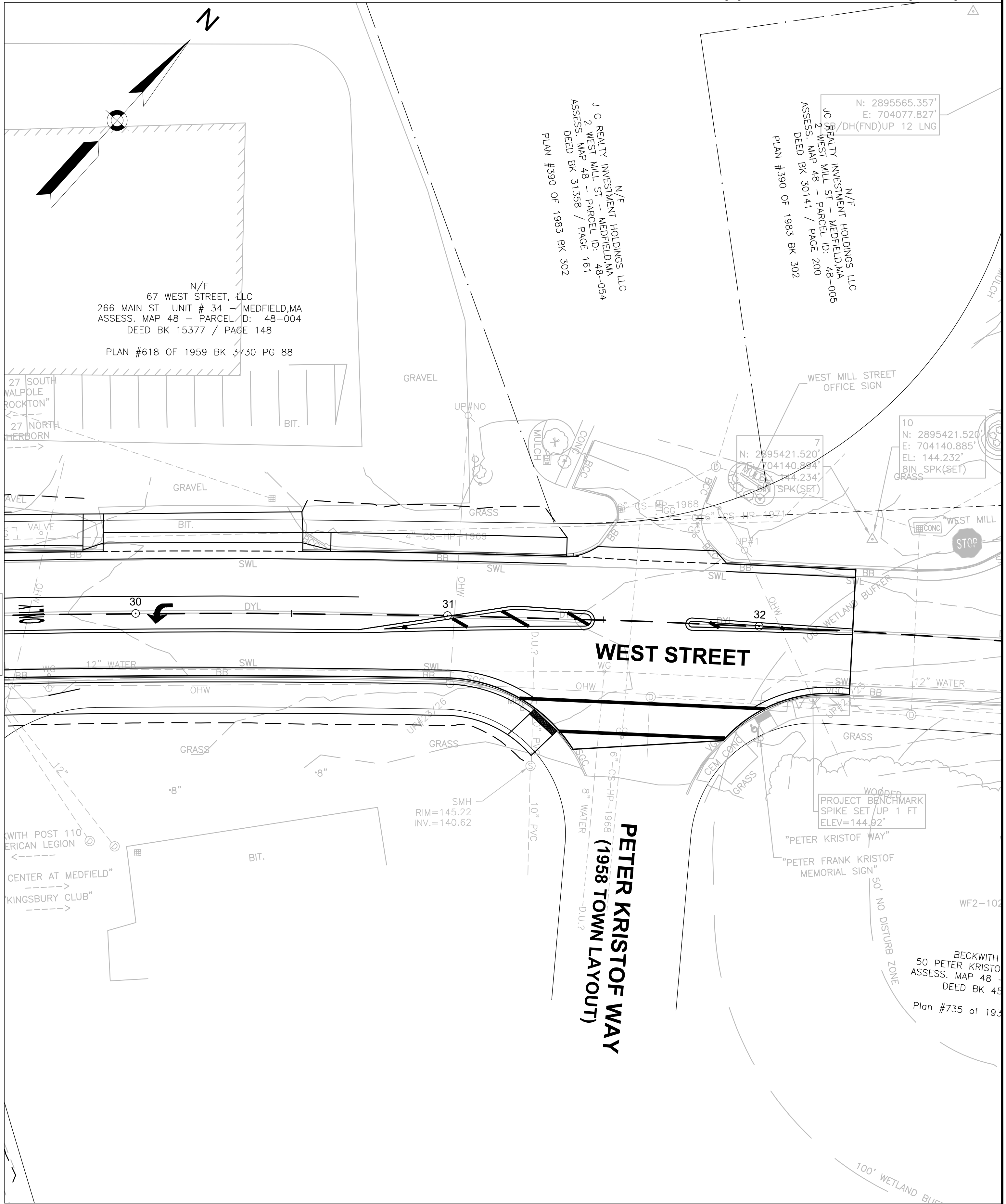
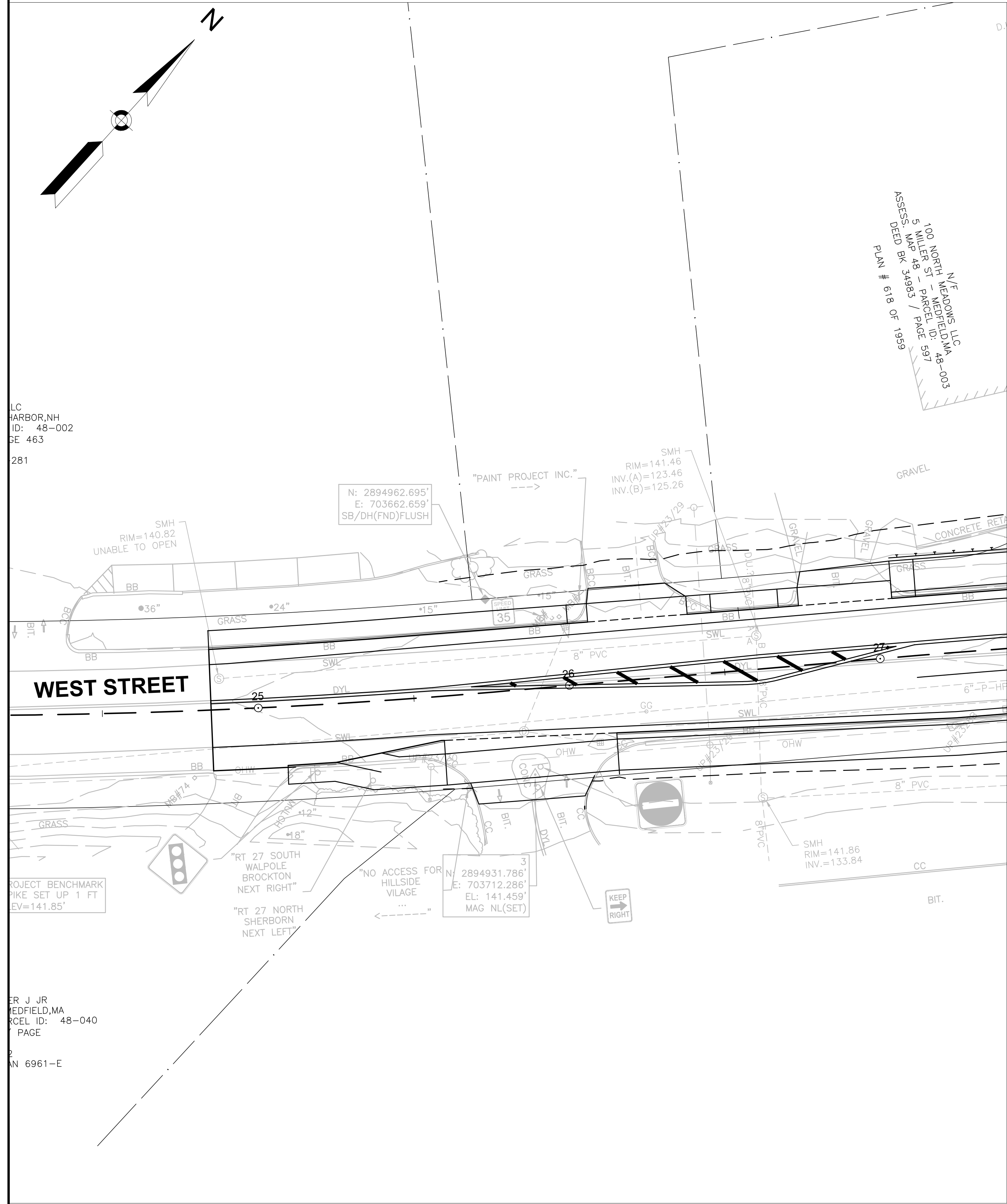
CONTINUED
BELOW

PROPOSED - SIGNALIZED BDWG
Plotted on 21-Nov-2024 3:20 PM

MEDFIELD
NORTH MEADOWS ROAD (ROUTE 27)
AND WEST STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	15	X
PROJECT FILE NO.		XXXXXX	

SIGN AND PAVEMENT MARKING PLANS



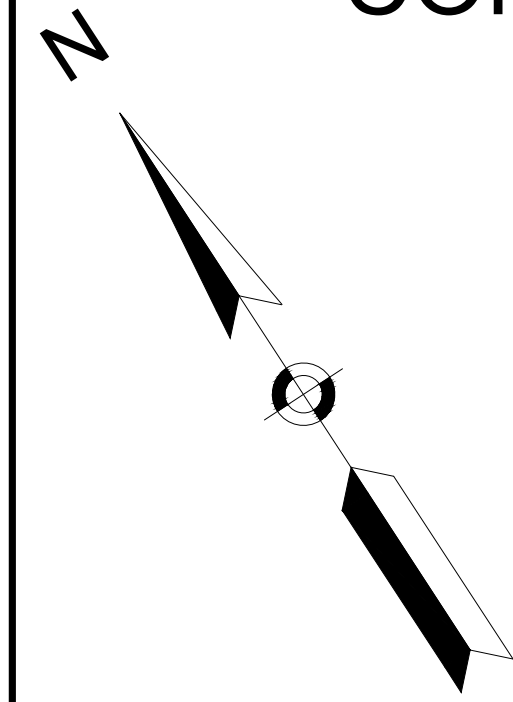
LC
HARBOR, NH
ID: 48-002
GE 463

281

ER J JR
MEDFIELD, MA
RCEL ID: 48-040
PAGE

AN 6961-E

MULTILANE ROUNDABOUT
CONCEPT B



ES LLC
FRANKLIN, MA
ID: 48-058
PAGE 14

Is this roundabout the
smallest possible
design for the design
vehicles?

Is the parking still use able with this
roundabout design? If not can the leg
be shifted to the east to minimize
parking impacts on this parcel?

CONTINUED ON
NEXT SHEET

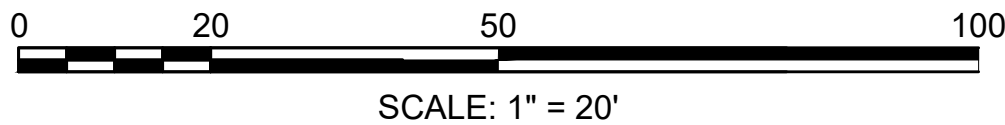
- Hybrid multilane “turbo” roundabout
- Inscribed Circle Diameter: 155’
- Design Vehicle: WB-67 (All movements)
- Perm Easements: 9,400 SF
- Temp Easements: 11,200 SF
- Lane Widths: 12’ to 18’
- Shared Use Path Width: 10’ with 2’ to 5’ Buffer
- #67 West St. minimum traversable width 25’
- NOI not needed
- Drainage: Would significantly reduce the potential for on-site stormwater improvements
- 70’ retaining wall at #100 North Meadows (SW quadrant)
- LOS Data: LOS D or better

CONTINUED
BELOW

CONTINUED
BELOW

CONTINUED
NEXT SHEET

CONTINUED
ABOVE



MEDFIELD
NORTH MEADOWS ROAD (ROUTE 27)
AND WEST STREET

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	15	X
PROJECT FILE NO.		XXXXXX	

SIGN AND PAVEMENT MARKING PLANS





OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

January 17, 2025

Chief William Carrico
Town of Medfield
112 North State Street
Medfield, MA 02052

Dear Chief Carrico,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the Town of Medfield Fire Department \$18,910.00 in State Fiscal Year 2025 funding for the Firefighter Safety Equipment Grant Program.

With each new challenge, the fire service in Massachusetts demonstrates its ability to adapt, overcome, and continue providing the excellent level of services that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The Healey-Driscoll Administration is committed to supporting local fire departments and working with communities to come into compliance with the MBTA Communities Law, which is an essential component of our efforts to make housing more affordable. Due to the recent Supreme Judicial Court ruling, all communities have additional time to come into compliance with the MBTA Communities Law, so no community is being denied a fire safety grant for not being in compliance at this time. Compliance will be taken into consideration for future grant rounds, as it will be for all discretionary grant programs.

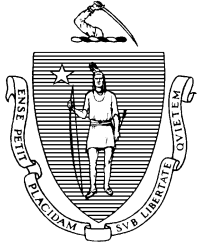
The contract, terms and conditions, and other documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov for contract terms, conditions, and other award documents.
Sincerely,

A handwritten signature in blue ink, reading "M. T. Healey".

GOVERNOR MAURA T. HEALEY

A handwritten signature in blue ink, reading "Kim Driscoll".

LT. GOVERNOR KIMBERLEY DRISCOLL



MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

Telephone (978) 567~3100

www.mass.gov/dfs



JON M. DAVINE
STATE FIRE MARSHAL

January 17, 2025

Chief William Carrico
Town of Medfield
112 North State Street
Medfield, MA 02052

Dear Chief Carrico,

I am pleased to provide you with a Commonwealth of Massachusetts Standard Contract Form and Grant Agreement Scope of Work and Budget for your FY25 Firefighter Safety Equipment Grant award. Please print and mail copies of these documents with original signatures to Tim Moore at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms. As a reminder, equipment orders may not be placed until this contract has been fully executed by DFS and your department. DFS will provide you with a copy of the fully executed contract and provide specific direction to proceed when your contract has been executed.

The funds for this program will be disbursed on a reimbursement basis in accordance with the terms of the grant Notice of Funding Opportunity. Once you have received your equipment and paid the vendor(s), reimbursement requests may be submitted to DFS by submitting the following documents to OPS.DFS-TM-Grants@mass.gov:

- Completed Final Report Template.
- Copy of invoice(s) with detailed description of all eligible costs.
- Proof of payment to the vendor(s) (cancelled check copy or other official financial system record).

If you have any questions during the grant performance period, please contact Tim Moore at 978-567-3721 or OPS.DFS-TM-Grants@mass.gov.

This program is an excellent opportunity to improve the health and safety of firefighters across the Commonwealth, and I am grateful that we are able to provide this vital equipment to your department this year.

Sincerely,

Jon M. Davine
State Fire Marshal

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name Town of Medfield		d/b/a	Department Department of Fire Services		MMARS Code DFS
Legal Address As entered on Form W-9 or Form W-4 459 Main St, Medfield, MA 02052			Contract Manager Name David Clemons		Business Mailing Address P.O. Box 1025, Stow, MA 01775
Contract Manager Name Chief William Carrico			Billing Address If Different N/A		
Phone 508-359-2323	Email wcarrico@medfield.net	Fax 508-359-2212	Phone 978-567-3179	Email David.Clemons@mass.gov	Fax 978-567-3121
Vendor Code VC6000191876			MMARS Doc ID(s) CT-DFS-1000-2025FFEGRANT00000000		
Vendor Code Address ID AD001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-108134		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) <input checked="" type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input type="radio"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment		
			Amendment Amount Or Enter "No Change"		
			Amendment Type (Check one option only. Attach details of amendment changes.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
COMPENSATION (Check ONE option.)					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="radio"/> Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$18,910.00					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy .					
Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. FY25 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY25 Firefighter Safety Equipment Grant, in accordance with the FY25 Firefighter Safety Equipment Grant Program Notice of Funding Opportunity, the contractor's FY25 Grant Application, and the attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES If YES, the Contractor's annual SDP commitment for this Contract is <input type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption: Non-construction grants to public entities					
ANTICIPATED START DATE (complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.					
CONTRACT END DATE					
Contract performance shall terminate as of June 30, 2025, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS					
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature		Date	Signature		Date
Print Name Kristine Trierweiler		Print Title Town Administrator	Print Name Jon Davine		Print Title State Fire Marshal

Department of Fire Services and the Town of Medfield FY25 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY25 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with Section 2D of Chapter 151 of the Acts of 2020, the Department of Fire Services Earmark and Grants policy and procedures, and 815 CMR 2.00 regarding the administration of State Grants.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in effect. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the liaison between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Chief William Carrico who can be reached at: 112 North State Street, Medfield, MA 02052, tel 508-359-2323, email: wcarrico@medfield.net. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used only to purchase the following approved firefighter safety equipment.

Grant Award:

Department	Description of allowable Equipment
Town of Medfield	Boots, Rubber (Structural) Gloves (Structural) Hood (Nomex or PBI) Fit Testing Machine Cold Water Immersion Suit/Dry Suit
Total Award	\$18,910.00

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract **will not** be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2025. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program.

Reimbursement requests must be submitted no later than July 25, 2025. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2025.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the terms of the FY25 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a “material” change in the contract. “Material” changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to “... maintain records, books, files and other data as

specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract...”

Opportunity to Consult with Counsel: Grantee acknowledges that it has had the opportunity to consult with counsel of its choosing in the review of this Agreement, that it is encouraged by the DFS to do so and that the Grantee is fully aware of the contents of this agreement and its legal effect.

Representations: The individuals signing this agreement attest that they are competent and authorized to enter into this Agreement on behalf of their respective agencies.

Approved by:

Town of Medfield

Kristine Trierweiler, Town
Administrator

Print Name and Title

Date

Approved by:

Department of Fire Services

Jon Davine, State Fire Marshal

Print Name and Title

Date

AMBULANCE SERVICE AFFILIATION AGREEMENT

This Ambulance Service Affiliation Agreement (the “Agreement”) is made and entered into effective this 28 day of January, 2025 (the “Effective Date”) by and between the Medfield Fire (“Ambulance Service”) with a principal place of business at 112 North St, Medfield, MA 02052 and BMC Community Hospital Corporation d/b/a Good Samaritan Medical Center (“Hospital”) (also listed individually as “Party” or collectively as “Parties”).

WHEREAS, the Ambulance Service operates an ambulance service that is licensed to provide pre-Hospital emergency medical services at the Basic Life Support (“BLS”) and/or Advanced Life Support (“ALS”) levels (the “Services”) and employs or otherwise contracts with qualified emergency medical technicians (the “EMTs”) certified at the appropriate level of care to allow the Ambulance Service to deliver Services in EMS regions 4 and 5.

WHEREAS, the Hospital is an acute care Hospital located in the Commonwealth of Massachusetts licensed to provide medical oversight services pursuant to Massachusetts Department of Public Health (the “Department”) regulations at 105 C.M.R. §130.1500, *et. seq.*, and is equipped and able to provide such medical oversight services as described herein to the Ambulance Service’s EMTs;

WHEREAS, Hospital agrees to provide medical control services as described herein to the EMTs employed by the Ambulance Service for the provision of the Services; and

WHEREAS, the Hospital is an affiliate of BMC Health System Inc. (“BMCHS”)

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Ambulance Service and Hospital agree as follows:

1. HOSPITAL’S OBLIGATIONS. Subject to the terms and conditions of this Agreement, the Hospital hereby agrees as follows:

1.1 Hospital shall designate an Affiliate Hospital Medical Director (the “AHMD”) who shall provide oversight to and ensure the clinical competency of the EMTs. 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.

1.2 The AHMD shall exercise authority over (i) the authorization of the EMTs to practice, (ii) remedial education for those EMTs found to be deficient in clinical practice, (iii) providing notice to the Department within forty-eight (48) hours of the suspension, revocation, or restriction of an EMT’s authorization to practice, and (iv) any other clinical and patient care aspects

of the Ambulance Service's provision of the Services pursuant to this Agreement. The AHMD shall meet the requirements set forth in 105 C.M.R. 130.1504 around credentialing, proficiency in EMS radio communications, and be board-certified in emergency medicine.

1.3 Hospital shall provide on-line medical direction through their physicians twenty-four (24) hours a day, seven (7) days per week in accordance with the Emergency Medical Services Pre-Hospital Treatment Protocols approved by the Department for application statewide (the "Statewide Treatment Protocols").

1.4 Hospital through the AHMD shall provide appropriate orientation to all Hospital-Based physicians who provide online medical direction pursuant to this Agreement, including, but not limited to, information regarding local emergency medical services providers and point-of-entry plans.

1.5 The Hospital shall oversee, under the direction of the AHMD, (or the Ambulance Service's Medical Director, if different from the AHMD), an effective quality assurance/quality improvement (QA/QI) program for the Services provided pursuant to this Agreement. The QA/QI program shall include, but not be limited to, a monthly review of trip records and other statistical data in those cases in which Services were provided or in which ALS established direct patient contact in accordance with the Hospital's QA/QI standards and protocols.

1.6 The Hospital shall oversee a program for skill maintenance and review each of the Ambulance Service's certified EMTs providing care pursuant to this Agreement and in accordance with the EMT's level of certification.

1.7 The Hospital shall ensure that each of the Ambulance Service's certified EMTs providing care pursuant to this Agreement has access to educational training opportunities and remedial retraining as necessary (including but not limited to in the Hospital emergency department, operating rooms and/or other locations), including advanced airway management, under the oversight of the AHMD or his or her designee.

1.8 The Hospital shall oversee regular consultation between the Hospital's emergency department physicians, nurses, and other Hospital personnel and the Ambulance Service's EMTs to review and discuss issues related to the Ambulance Service's delivery of Services including, but not limited to attendance at morbidity and mortality rounds ("M&M rounds") and chart reviews. Such consultation and attendance at M&M rounds and chart review shall occur at the AHMD's or his or her designee's discretion and as defined in the QA/QI Program.

1.9 The Hospital shall ensure that all field communication of emergency online medical direction, the patient's condition, and physician orders are recorded by the Central Medical Emergency Direction ("CMED") or recorded by Hospital's internal systems for later review and quality assurance.

1.10 The Hospital will comply with the Department's regulations regarding medical control of ambulance services, as applicable, including but not limited to the provision of medical control data to the Department.

1.11 The Hospital shall establish policies and procedures through which the Ambulance

Service may obtain medications from the Hospital's pharmacy.

1.12 The Hospital shall comply with all applicable Department regulations, including but not limited to the requirements as outlined 105 C.M.R. §130.1500, et. seq.

2. AMBULANCE SERVICE'S OBLIGATIONS. Subject to the terms and conditions of this Agreement, the Ambulance Service hereby agrees as follows:

2.1 The Ambulance Service agrees to staff its ambulances with EMTs fully trained, oriented, and certified at the appropriate level to provide the Services contemplated by this Agreement. The Ambulance Service agrees to comply with the terms of **Exhibit A** and shall ensure its EMT-Bs are appropriately trained in accordance with **Exhibit A**.

2.2 The Ambulance Service shall ensure that the EMTs provide care in accordance with the AHMD's authorization to practice. The Ambulance Service understands and agrees that the AHMD shall have the sole authority to grant or refuse authorization to practice for all EMTs. The Ambulance Service shall notify the AHMD of all EMTs requiring authorization to practice as soon as possible.

2.3 Ambulance Service will provide the Hospital and/or AHMD upon request with copies of the following: Office of Emergency Medical Services ("OEMS") license as issued to the Ambulance Service; list of EMTs and their licenses, accreditations, and certifications; current Department and Federal DEA registrations for controlled substances, and any other pertinent information pertaining to the Ambulance Service and/or EMTs as reasonably requested by the Hospital or AHMD.

2.4 The Ambulance Service shall notify the Hospital and AHMD within twenty-four (24) hours of notification of Department action against any EMT's certification (denial, suspension, revocation, or refusal to renew certification), other Department disciplinary action (letter of reprimand, letter of clinical deficiency, advisory letter), or of any EMT for whom any remediation has been ordered or indicated by the Department. Such disciplinary action includes but is not limited to limitation, suspension, or revocation of authorization to practice at another Hospital.

2.5 The Ambulance Service agrees to promptly notify the Hospital and AHMD of all changes involving EMTs, including all new hires, individuals who terminated their arrangement with the Ambulance Service, and those who are suspended or otherwise not providing services. Notifications shall be made in writing no later than five (5) business days following a change in EMT staffing.

2.6 The Ambulance Service agrees to equip all ambulances with the communication, treatment, and monitoring equipment required by the Department. If the Hospital requires additional equipment, they will notify the Ambulance Service, and the Ambulance Service will, in good faith, determine whether such additional equipment is practicable for its ambulances. The Ambulance Service will cooperate with the Hospital in implementing procedures for maintaining recorded direct verbal contact with Ambulance Service personnel regarding each patient's condition and the provision of orders for medication and treatment.

2.7 The Ambulance Service agrees to participate in quality assurance/quality improvement (QA/QI) programs overseen by the Hospital, under the direction of the AHMD, and in accordance with the requirements of the Hospital and this Agreement. As such, the Ambulance Service will provide AHMD with a copy of all trip records, incident reports, and other patient care-related documents and data related to the Ambulance Service's provision of the Services, including, but not limited to data relating to call, dispatch and transport volume, transport destinations, cases where the Services may have been requested but not provided, and any other Ambulance Service operations data necessary for the Hospital and/or AHMD to carry out its obligations under this Agreement (collectively, "Service Data"). In addition, Ambulance Service agrees to cooperate with the Hospital and/or AHMD, upon request, in executing any and all documents necessary to permit the Hospital and/or AHMD to obtain access to the Massachusetts Ambulance Trip Record Information System ("MATRIS") in order to carry out its obligations under this Agreement. If the Hospital identifies other information collected and maintained by the Ambulance Service that may be of assistance to the Hospital in providing medical control services or in improving the quality or cost-effectiveness of emergency services rendered by either Party, the Parties shall collaborate on identifying a means of providing such information to the Hospital, and it shall be added to the Service Data provided to the Hospital under this Agreement.

2.8 The Ambulance Service shall ensure that its certified EMTs engage in regular consultation with the Hospital's emergency department physicians, nurses, and other Hospital personnel to review and discuss issues related to the Ambulance Service's delivery of care including, but not limited to, M&M rounds and chart reviews. Such consultation and attendance at M&M rounds and with chart review shall occur at the AHMD's or his or her designee's discretion and as defined in the QA/QI Program.

2.9 The Ambulance Service shall provide a copy of the patient care report to the receiving facility upon transfer of patient care and to the AHMD.

2.10 The Ambulance Service shall ensure its certified EMTs providing care pursuant to this Agreement participate in remediation, training, and retraining, as necessary, under the oversight of the AHMD or his or her designee.

2.11 Subject to any waivers in effect, the Ambulance Service agrees to follow Massachusetts and/or Regional Point-of-Entry plan(s) approved by the Department and other relevant Department regulations, policies, and administrative requirements.

2.12 The Ambulance Service shall provide patient care in accordance with the Emergency Medical Services Pre-Hospital Statewide Treatment Protocols and further agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance 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 but not limited to the Department and OEMS, including without limitation regulations on medical control.

2.13 Ambulance Service shall maintain, or cause the EMTs to maintain, adequate professional liability insurance in the amount of One Million (\$1,000,000) per occurrence with a Five Million (\$5,000,000) annual aggregate or in such scope and amount as satisfies all applicable federal, state and local laws, whichever is greater.

2.14 Ambulance Service represents and warrants to Hospital, upon execution and while this Agreement is in effect as follows that it has and shall maintain all appropriate Federal and state licenses and certifications that are required under state and federal law for the Ambulance Services and its EMTs to perform the Services. A list of all Hospitals with which the Ambulance Service has an affiliation agreement or medication exchange agreement is attached hereto as Exhibit B. Ambulance Service shall update Exhibit B on the termination or addition of any such agreement.

3. AMBULANCE RE-STOCKING. The Parties agree as follows:

3.1 The Hospital shall establish policies and procedures, copies of which shall be available upon request, through which the Ambulance Service may obtain medications and supplies from the Hospital for the purpose of replenishing comparable medications and supplies used by the Ambulance Service in connection with transporting a patient to the Hospital. The Ambulance Service agrees to adhere to such policies and procedures.

3.2 It is the intent of the Parties that any replenishing of medications or medical supplies comply with the ambulance replenishing safe harbor to the federal Anti-Kickback Statute at 42 C.F.R. §1001.952(v), including but not limited to the provisions related to billing for such re-stocked medications and supplies.

3.3 The Ambulance Service shall comply with all applicable requirements governing the use and secure storage of controlled substances and instruments for administering controlled substances in accordance with the requirements of the Department's Drug Control Program, pursuant to 105 CMR 700.000.

4. TERM AND TERMINATION.

4.1 The initial term of this Agreement shall be for two (2) years commencing on the Effective Date set forth above. Thereafter, this Agreement shall renew for additional two (2) year periods provided that the Parties review and update, as appropriate, the terms set forth in this Agreement prior to the expiration of each two-year period hereunder. Notwithstanding the foregoing, either Party may provide written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

4.2 Either Party may terminate this Agreement at any time without cause upon ninety (90) days' written notice to the other Party.

4.3 Either Party may terminate this Agreement with cause upon thirty (30) days written notice (which notice shall include the details of the nature and extent of the breach and specify the effective date of termination) if the other Party materially breaches any provision of this Agreement and does not cure such breach to the reasonable satisfaction of the non-breaching Party within such thirty (30) day period.

4.4 The Hospital may terminate this Agreement on written notice to the Ambulance Service immediately upon the occurrence of any of the following events:

- a. Any conduct of the Ambulance Service, its EMTs, or its employees or agents which jeopardize the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the Hospital; or
- b. The loss of any license, certification, or permit necessary for the Ambulance Service's provision of Services hereunder.

5. INDEMNIFICATION. The Parties agree to indemnify, defend, and hold each other harmless as follows:

5.1 The Ambulance Service will indemnify and hold the Hospital harmless from all claims, actions, liability, or related expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Ambulance Service, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Ambulance Service under this Agreement.

5.2 The Hospital will indemnify and hold the Ambulance Service harmless from all claims, actions, liability, or related expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Hospital, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Hospital under this Agreement. Notwithstanding any provision of the foregoing, the indemnification obligations of Hospital as set forth herein shall be satisfied only through, and to the extent of, payments or reimbursements resulting from the insurance coverage maintained by Hospital at the time at which the underlying claim arose as set forth in this Agreement.

5.3 A Party seeking indemnification under this Agreement shall give prompt and timely notice of the claim, action, liability, or expense from which it seeks indemnification. A Party obligated to provide indemnification shall have the right to defend and settle claims and actions at its own expense, provided that the indemnified Party shall provide reasonable cooperation in such defense.

5.4 The Ambulance Service will indemnify and hold the Hospital harmless from all claims, actions, liability, or related expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Ambulance Service, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Ambulance Service under this Agreement.

5.5 The Hospital will indemnify and hold the Ambulance Service harmless from all claims, actions, liability, or related expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Hospital, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Hospital under this Agreement. Notwithstanding any provision of the foregoing, the indemnification obligations of Hospital as set forth herein shall be satisfied only through, and to the extent of, payments or reimbursements resulting from the insurance coverage maintained by Hospital at the time at which the underlying claim arose as set forth in this Agreement.

5.6 A Party seeking indemnification under this Agreement shall give prompt and timely notice of the claim, action, liability, or expense from which it seeks indemnification. A Party obligated to provide indemnification shall have the right to defend and settle claims and actions at its own expense, provided that the indemnified Party shall provide reasonable cooperation in such defense.

6. CONFIDENTIALITY. The Parties agree as follows:

6.1 The Ambulance Service and its employees and agents shall comply with the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended from time to time, and any applicable state laws and regulations.

6.2 Each Party to this Agreement, by virtue of entering into this Agreement, will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the other Party. Each Party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied without the other Party's express prior written consent, except pursuant to its duties hereunder, any confidential or proprietary information of the other Party, including, but not limited to, costs, prices, and treatment methods at any time used, developed or made by the other Party, and which is not otherwise available to the public.

7. NO EXCLUSION. Ambulance Service represents and warrants that it nor any of its officers, employees, and agents are presently debarred, suspended, or excluded from participation in any federally funded health care program, or any form of state Medicaid program, and to Ambulance Service's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. The Ambulance Service shall notify the Hospital immediately (but in no event more than seven (7) days) if it acquires knowledge of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event the Ambulance Service, its officers, employees, or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program during the term of this Agreement, the Hospital may, at its discretion, immediately terminate this Agreement in its entirety, or may choose to immediately terminate this Agreement solely with respect to the excluded person.

8. COMPLIANCE WITH HEALTH CARE LAWS. Hospital and Ambulance Service will comply in all material respects with all applicable Health Care Laws and have not engaged in activities which are, as applicable, cause for false claims liability, civil penalties, or mandatory or permissive exclusion from Medicare, Medicaid, or any other state or federal health care program. For purposes of this Agreement, "Health Care Laws" means (i) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.), the Public Health Service Act (42 U.S.C. §§ 201 et seq.), and the regulations promulgated thereunder; (ii) all applicable federal, state, local and all applicable foreign health care related fraud and abuse laws, including, without limitation, the U.S. Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), the Physician Self Self-Referral Law (42 U.S.C. Section 1395nn), U.S. Physician Payment Sunshine Act (42 U.S.C. § 1320a-7h), the U.S. Civil False Claims Act (31 U.S.C. Section 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), all criminal laws relating to health care fraud and abuse, including but not limited to 18 U.S.C. Sections 286 and 287, and the health care fraud criminal provisions under the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. Section 1320d et seq.), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalties law (42 U.S.C. § 1320a-7a), HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. Section 17921 et seq.), and the regulations promulgated pursuant to such statutes; (iii) Medicare (Title XVIII of the Social Security Act); (iv) Medicaid (Title XIX of the Social Security Act); (v) the Controlled Substances Act (21 U.S.C. §§ 801 et seq.) and the regulations promulgated thereunder; and (vi) any and all other applicable health care laws and regulations.

9. MISCELLANEOUS.

9.1 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed according to the laws of the Commonwealth of Massachusetts.

9.2 Entire Agreement. 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.

9.3 Modification. This Agreement may not be amended or modified except by mutual written agreement of the Parties.

9.4 Notices. All notices hereunder by either Party to the other shall be in writing, delivered personally by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, to the addresses set forth above, in the case of the Hospital to the President at the address listed above, with a copy to the Office of the General Counsel, BMC Health System, Inc., One Boston Medical Center Place, Boston, MA 02118, and in the case of the Ambulance Service to the Chief Executive Officer at the address listed above.

9.5 Waiver. Either Party's waiver of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

9.6 Referrals. The Parties acknowledge that none of the benefits granted to Ambulance Service hereunder are conditioned on any requirement that Ambulance Service generates business for the Hospital. None of the medical control or other services provided to Ambulance Service or obligations satisfied by the Hospital in connection with this Agreement are conditioned on any requirement that the Hospital or Hospital staff make referrals to or be in a position to make or influence referrals to, or otherwise generate business for Ambulance Service. The Parties further acknowledge that the Hospital is not restricted from referring any patient to or otherwise generating business for any other ambulance service provider of the Hospital's choosing.

9.7 Non-Discrimination. The Ambulance Service shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title to the end that no person in the United States shall, on the ground of race, color, sex, religion, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of the Ambulance Service's activities.

9.8 Assignment. Neither Party may assign this Agreement without the express prior written consent of the other Party; provided, however, that the Hospital may assign this Agreement without the consent of the Ambulance Service to any entity controlling, controlled by, or under common control with the Hospital or to any entity purchasing all or substantially all of the Hospital's assets.

9.9 Review. The Parties agree to review this Agreement at least annually and make any updates necessary to ensure it is consistent with current practice. In performing their respective obligations under this Agreement, the Parties each agree to be responsive, in a timely manner, to the other Party's concerns and needs. If, as a result of any change in applicable law, including any change in interpretation of the regulatory requirements applicable to either Party, the performance of this Agreement by either Party is inconsistent with applicable law, then either Party may propose amendments to this Agreement that will render its performance compliant with law while otherwise preserving the balance of this Agreement. If the Parties cannot reach agreement on such amendments within thirty (30) days, then the Party proposing such amendments may terminate this Agreement on written notice to the other Party.

9.10 Notice to Department of Health. The Parties agree to notify the Department in writing of any changes altering the specifics of this Agreement.

9.11 Authorization. By execution hereof, the undersigned signatory for the Ambulance Service represents that the Ambulance Service has taken all steps and obtained all authorizations and approvals necessary to execute and perform this Agreement.

9.12 Catholic Ethics. The Hospital provides care in a manner that is consistent with the Ethical and Religious Directives for Catholic Health Care Services. This term will automatically terminate upon termination of the Hospital's obligation to comply with the moral, ethical, and social teachings of the Roman Catholic Church.

9.13 Limitation of Liability. Neither Party shall be liable to the other Party for any special or consequential damages arising from a breach of this Agreement, even if it has been notified of the possibility of such damages.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed in their names and on their behalf, or by a duly authorized officer thereof, as of the Effective Date.

**BMC COMMUNITY HOSPITAL CORPORATION d/b/a GOOD SAMARITAN
MEDICAL CENTER**

Name: _____

Title: _____

Date: _____

**Town of Medfield, Medfield Fire
AMBULANCE SERVICE**

Name: _____

Title: _____

Date: _____

Exhibit A

BLS SKILLS AND MEDICATION DUTIES AND RESPONSE

The Hospital and the Ambulance Service agree to the following terms of this Exhibit A to the Ambulance Affiliation Agreement:

1. The Hospital is equipped and committed to providing medical direction for the provision of pre-Hospital BLS care by EMT-B as described herein. The Hospital delegates to the Affiliate Hospital Medical Director (“AHMD”) the responsibility of providing medical oversight for BLS medication administration and skills initialed in this Exhibit.
2. The AHMD will oversee medication administration training programs consistent with the applicable Massachusetts Department of Public Health (“Department”) Office of Emergency Medical Services (“OEMS”) Emergency Medical Services (“EMS”) Pre-Hospital Statewide Treatment Protocols, Administrative Requirements, or Advisory(ies).
3. The AHMD shall be responsible for ensuring appropriate training and competency of all pre-Hospital EMTs using Glucose Monitoring if initialed in this Agreement.
4. The Ambulance Service will ensure that all EMTs have completed training for the medications and skills initialed in this Exhibit consistent with the applicable MDPH OEMS EMS Pre-Hospital Statewide Treatment Protocols, Administrative Requirements, or Advisory(ies). The Ambulance Service shall maintain training records of such medications and skills for review by the Department and/or AHMD.
5. The Ambulance Service will allow only those EMTs authorized by the AHMD to administer medications and skills initialed in this Exhibit while employed by the Ambulance Service.
6. If Glucose Monitoring is initialed in this Exhibit, the Ambulance Service agrees and shall ensure that its EMTs comply with the following:
 - a. The Ambulance Service will ensure strict adherence to blood-borne pathogen policies and procedures, including universal precautions, sharps disposal, and reporting requirements currently defined by the Department.
 - b. The Ambulance Service will conduct, at a minimum, a yearly review of training and competency in Glucose Monitoring for all EMTs.
 - c. The Ambulance Service will use a Glucose Monitoring device that is:
 1. approved by the U.S. Food and Drug Administration (FDA);
 2. utilizes capillary action;
 3. measures whole blood;
 4. uses one-time lancet;
 5. uses small specimen size to decrease the risk of blood-borne pathogen exposure, and;

6. requires minimal calibration and cleaning.
- d. The Ambulance Service will ensure strict adherence to the use, care, and cleaning of the Glucose Monitoring device and to run controls, where applicable, all in accordance with the manufacturers' instructions.
- e. The Ambulance Service will abide by any Clinical Laboratories Improvement Amendments ("CLIA") requirements as mandated for Glucose Monitoring devices.
7. This Exhibit is in place for the purposes of the following medications and skills as indicated by the initials of both Parties:

Required

_____ Initial	_____ Initial	Medication administration in accordance with established OEMS Pre-Hospital Treatment Protocols including, but not limited to, Aspirin, Epinephrine (Protocol 6.5), Auto injector, and assisted medications (e.g., prescribed inhalers, nitroglycerin)
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Optional

_____ Initial	_____ Initial	BLS Bronchodilators Adult & Pediatric (Protocol 6.1)
_____ Initial	_____ Initial	BLS Glucose Monitoring according to MDPH/OEMS Administrative Requirement 5-520 (further requirements indicated in this agreement below*)
_____ Initial	_____ Initial	BLS Naloxone (Protocol 2.14)
_____ Initial	_____ Initial	BLS BiPAP/CPAP (Protocol 6.8)
_____ Initial	_____ Initial	BLS Glucagon for Hypoglycemia by BLS (Protocol 6.9)
_____ Initial	_____ Initial	BLS & ALS- Selective Spinal Assessment
_____ Initial	_____ Initial	BLS- Check and Inject Epinephrine (Protocol 6.5)
_____ Initial	_____ Initial	Paramedic Only-Needle Cricothyrotomy (Protocol 6.2)
_____ Initial	_____ Initial	Urban Search and Rescue Specialist (Protocol 6.3)
_____ Initial	_____ Initial	Paramedic Only-Tranexamic Acid (Protocol 6.4)
_____ Initial	_____ Initial	Paramedic Only-Acetaminophen IV (Protocol 6.6)

_____	_____	Paramedic Only-Ketamine (Protocol 2.4/2.13)
Initial	Initial	
_____	_____	Leave Behind Naloxone (Protocol 6.12)
Initial	Initial	
_____	_____	Paramedic Ultrasound Devices (Protocol 6.13)
Initial	Initial	
_____	_____	Paramedic Automatic Transport Ventilators (Protocol 6.14)
Initial	Initial	

8. The Parties agree to review and update this Exhibit, as necessary from time to time, in order to remain in compliance with applicable Department OEMS EMS Pre-Hospital Statewide Treatment Protocols, Administrative Requirement, or Advisory(ies).

EXHIBIT B

List of Hospitals with which Ambulance Service has an affiliation agreement or medication exchange agreement and the policies and procedures that set forth the duties of each affiliate Hospital.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **16th** of **January** in the year **Two Thousand and Twenty Five** between **Helve, LLC** with a usual place of business at **374 High Street, Pembroke MA, 02359** 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 Scope of Work document dated 12/6/2024 (Attachment A), and Contractors proposal (Attachment B) as to scope 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 repair two (2) window dormers on the front of the house, a section of gutter on the front of the house, a skylight on the back side of the house, and the damaged bulkhead doors on the back of the house as described in the Town's Scope of Work document and Contractor's proposal.

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 \$9,900.00**

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 March 14, 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 safeguard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safeguard 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 **\$9,900.00** 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:

OWNER: Town of Medfield

By: Lee McColligan

By: _____

Name: Lee McColligan

Name: _____

Title: Owner - Helve LLC

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that

_____ has paid all
name of contractor

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

Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

- VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was

taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL



SCOPE OF WORK:

Dwight Derby House - Preservation
Town of Medfield, MA

December 6, 2024

The Medfield Dwight Derby House is listed on the National Register of Historic Places. As a structure that has evolved over centuries from its beginnings in 1652, this house has significant intrinsic historical value and every attempt must be made to retain as much original material as practical. It is the intent of this Contract to execute all repairs to accurately reproduce or harmonize visually with the existing features of the house. All work performed will meet the latest edition of the Secretary of the Interior's Standards for the Treatment of Historic Properties.

PROJECT LOCATION

Dwight Derby House
7 Frairy Street
Medfield, MA 02052

M.G.L. STATUTE

Chapter 149 - Building Construction Contracts

CONTACT INFORMATION

Ben Jachowicz
Project Manager
508-359-8505 x 3369
bjachowicz@medfield.net

SITE VISIT

A site visit will be held on Tuesday, December 17, 2024 at 9:00 AM. Notify Ben twenty-four (24) hours in advance if you plan on attending.

QUESTIONS

Questions or Requests for Information (RFIs) are due on Thursday, December 19, 2024 by 5:00 PM. Please email questions directly to Ben. Questions will be compiled and shared with all planholders via email by Friday, December 20, 2024 by 5:00 PM.

BID DUE DATE

Bids are due on Tuesday, January 7, 2024 by 5:00 PM. Bids should be emailed directly to Ben in PDF format before the due date.

EXPERIENCE

Bidders must have completed minimum three (3) preservation projects involving structures listed on the National Register of Historic Places. References should include project name, location, owner, type of project, if the project is a National Register listed property, Scope and cost of work, Completion date.

SCOPE OF WORK

The scope of work consists of providing all labor, materials, and equipment to preserve architectural features by addressing rotting wood elements at two (2) window dormers at the front of the house, and a portion of damaged gutter. The goal is to retain as much original material as possible while ensuring structural stability and functional performance.

Project Objectives

1. **Repair Window Dormers:** Address wood rot, reinforce structural integrity, and restore visual continuity.
2. **Repair Damaged Gutter:** Provide a dutchman-type repair of the section of gutter on the left-hand side of the front of the building (approximately 4'-0" long) Restore drainage function and prevent further water damage.

Scope of Work Details

1. Window Dormer Repairs

- **Assessment:** Identify the extent of wood rot, assess structural integrity, and determine salvageable material.
- **Materials:** Use in-kind materials (e.g., matching wood species) and historically appropriate wood preservatives and finishes.
- **Repair/Replacement:**
 - Retain original wood elements wherever possible.

- If replacement of rotted sections is necessary, ensure the new wood matches the original in species, profile, and dimension.
- **Finish:** Apply appropriate primer and paint to match existing color, ensuring UV and weather resistance.

2. Gutter Repairs

- **Inspection:** Assess the gutter's structural integrity, identifying areas with rust, corrosion, or physical damage.
- **Materials:** Use historically appropriate materials, such as galvanized steel, copper, or aluminum, to match the original gutter's look and longevity.
- **Repair/Replacement:**
 - Provide a dutchman-type repair to the damaged section of gutter along the front of the house while ensuring original profiles, dimensions, and mounting techniques.
 - Repair downspout as needed to ensure proper drainage and prevent water damage to the building's foundation.
- **Finish:** Match color and patina to blend with the building's existing features.

Compliance with Secretary of the Interior's Standards

All work will align with the Secretary of the Interior's Standards by:

- Retaining and repairing original materials when possible.
- Replacing only deteriorated or missing elements with in-kind materials and designs.
- Using preservation techniques that do not damage the historic fabric of the building.
- Ensuring any replacements or additions are documented and reversible, where feasible.

Documentation

- **Pre-and Post-Repair Photos:** Capture existing conditions and completed work for historical records.
- **Material and Finish Records:** Document the types of materials, finishes, and techniques used in the repairs.
- **Maintenance Recommendations:** Provide guidance on ongoing maintenance to prolong the lifespan of repairs.

This scope ensures that repairs will meet both the Secretary of the Interior's Standards for Historic Preservation and Massachusetts state preservation guidelines, balancing modern functionality with historical integrity.

2.1 Timeline

Schedule: Provide a detailed project schedule, including start and completion dates. Ensure

minimal disruption to the building's operations. This project needs to be completed by Friday, February 14, 2025.

2.2 Warranty

Provide a 1-year warranty on workmanship and materials

2.3 Prevailing Wage Rate

In accordance with M.G.L. this project is subject to the prevailing wage rate

2.4 Bonding Requirements

In accordance with M.G.L. if the proposal amount is greater than \$25,000 a payment bond equal to 50% of the contract total will be required.

3.1 Submission Requirements:

- Detailed bid proposal including cost breakdown
- Proof of licensing, insurance, and bonding (if applicable)
- References from similar projects completed in the past five years
- Proposed project schedule
- Warranty information for the work performed

The Town of Medfield reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in the bidding process, and to make the award in the best interest of the Town.

CONSTRUCTION COST

The grand total should be broken down into labor, materials, and equipment equal to the total to perform the scope of work.

LABOR:	\$ _____
MATERIALS:	\$ _____
EQUIPMENT:	\$ _____

ALTERNATES

1. **Fix the Leaking Skylight:** Replace skylight in its entirety including any new trim, sealant, fasteners required for a weather-tight installation \$_____
2. **Replace Bulkhead Doors:** Replace bulkhead doors including hardware, and ensure weather resistance. New bulkhead doors should have a latch that can be locked with a padlock \$_____

ATTACHMENTS

The following sections are included in the appendices and are part of this contract

- Current Conditions Photos
- Sample Contract Agreement







Dwight Derby House Proposal:

Assessment: Step 1 will be to remove a section of the gutter on the rotten left side and moldings on the dormers to match the profile, then source replacements. I'll also remove the skylight and wrap the opening temporarily (if you haven't already covered it). I'll set up scaffolding and use a ridge ladder for access. It would be good to inspect the right side of the gutter that's showing wear. Will probably be a day onsite for this.

Repair: Once the gutter and moldings have been sourced I can begin the repair. For the dormers I'll need to cut all that molding back several feet to access the sheathing underneath. I can paper and flash it. If you're open to modern materials it might be good to apply some ice and water shield around the corners in the event it's an ice dam issue. I'll do this on both sides of the two dormers and paint the moldings in the shop beforehand in the event it's too cold outside. I can touch up the stained ceiling paint inside also using a permeable potassium silicate paint or limewash. Then I'll cut out the section of gutter and patch a new section in. To be safe I'd give this a week onsite.

The storm window needs to be completely restored. I'll have to remove all the glazing and glass, repair the frame (possible replace that), and reglaze it. Depending on the amount of frame repair that will be a day or two in the shop. With dry time for the glazing putty and oil based primer/paint it will be a few weeks before I can reinstall that. Should be able to get that back on in a day.

The bulkhead doors will probably have to come back to the shop for repair and there will be several days in that. We're probably looking at 2 weeks of work. My rate is \$75 an hour.

Labor: 14 days x 8 hours x \$75 = \$8400 estimate

Materials: 8 ft section of cedar gutter, moldings, flashing, paper, glazing, primer, paint \$1500 estimate

Total cost: \$9,900

If you have any questions you can reach me at lee_mccolgan@yahoo.com or at 781-424-6771

All the best,

Lee McColgan

Informational



January 13, 2025

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

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity channel lineup provided in your community:

- Effective January 14, 2025, NESN and NESN+ will move from Extra, Popular TV, Sports & News, and Xfinity TV Starter Latino to Digital Preferred and Ultimate TV.

Customers are receiving notice of these changes in their bill.

Please do not hesitate to contact me should you have any questions. For your convenience I can be reached at **patrick_shearns@comcast.com**.

Very truly yours,

Patrick J. Shearns

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



Federal Emergency Management Agency

Washington, D.C. 20472

January 08, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

Chairperson Eileen Murphy
Chair, Town of Medfield Selectboard
Town House
459 Main Street
Medfield, MA 02052

Community Name: Town of Medfield,
Norfolk County,
MA
Community No.: 250242
Map Panels See FIRM Index
Affected:

Dear Eileen Murphy:

This is to notify you of the final flood hazard determination for Norfolk County, Massachusetts (All Jurisdictions), in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed.

FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on July 08, 2025. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3 (c) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document.

This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3 (c);
2. Adopting all the standards of 44 CFR Part 60.3 (c) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3 (c).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3 (c) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at <https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood>.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These

files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at <https://www.msc.fema.gov>. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Joy Duperault, NFIP State Coordinator for Massachusetts, by telephone at (857) 286-0326 or by email at joy.duperault@mass.gov. If you should require any additional information, we suggest that you contact the Director, Risk Analysis Branch of FEMA, Region I at (617) 956-7576 or kerry.bogdan@fema.dhs.gov for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at <https://www.fema.gov/flood-maps>. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E.
Engineering and Modeling Division
Risk Management Directorate | Resilience

Enclosure:
Final SOMA

cc: Community Map Repository
Kristine Trierweiler, Town Administrator, Town of Medfield

FINAL SUMMARY OF MAP ACTIONS

Community: MEDFIELD, TOWN OF

Community No: 250242

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on July 8, 2025.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

FINAL SUMMARY OF MAP ACTIONS

Community: MEDFIELD, TOWN OF

Community No: 250242

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	93-01-022A	09/09/1993	161 SPRING STREET	2502420005B	25021C0166F
LOMA	500007857R01	10/31/1997	2 Plantation Road	2502420005B	25021C0168F
LOMA	99-01-446A	03/03/1999	LOT 9 - 2 PRESERVATION WAY	2502420005B	25021C0166F
LOMA	99-01-918A	07/23/1999	MEDFIELD - LOT 10 - 4 PRESERVATION WAY	2502420005B	25021C0166F
LOMA	05-01-0886A	11/01/2005	PLAN 74, LOT 8 -- 6 PRESERVATION WAY	2502420005B	25021C0166F
LOMA	07-01-0914A	07/19/2007	COLONIAL PARK, LOT 53 -- 24 ORIOLE ROAD (MA)	2502420005B	25021C0166F 25021C0168F
LOMA	08-01-0497A	02/29/2008	LOT 54, COLONIAL PARK -- 22 ORIOLE ROAD	2502420005B	25021C0166F
LOMA	08-01-1137A	08/19/2008	29 GARRY DRIVE	2502420005B	25021C0166F
LOMA	11-01-0140A	12/02/2010	Lot 52C --- 26 Oriole Road	2502420005B	25021C0166F
LOMA	11-01-0907A	02/17/2011	LOT 51B ---28 ORIOLE ROAD	2502420005B	25021C0168F
LOMA	11-01-1474A	03/08/2011	15 Pilgrim Lane	2502420005B	25021C0168F
LOMA	11-01-2864A	09/27/2011	LOT 26 --- 15 INDIAN HILL ROAD	2502420005B	25021C0168F
LOMA	12-01-1637A	05/29/2012	LOT 1 -- 113 ADAMS STREET	2502420005B	25021C0154F
LOMA	13-01-0668A	12/04/2012	Lot 2 & 7 - 1 Preservation Way	25021C0166E	25021C0166F
LOMA	13-01-0987A	02/26/2013	LOT 4 and 908 -- 30 West Mill Street	25021C0154E	25021C0154F
LOMA	13-01-2070A	01/16/2014	LOT 1 -- 35 NORTH STREET	25021C0158E	25021C0158F

FINAL SUMMARY OF MAP ACTIONS

Community: MEDFIELD, TOWN OF

Community No: 250242

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	14-01-0961A	02/25/2014	Lot 3 -- 154 Spring Street	25021C0166E	25021C0166F
LOMA	14-01-1122A	02/27/2014	WEST MILL VILLAGE AT TURTLE BROOK CONDOMINIUM, LOT A - 55 West Street	25021C0154E	25021C0154F
LOMA	14-01-1588A	02/27/2014	WEST MILL VILLAGE AT TURTLE BROOK CONDOMINIUM, LOT A - 55 West Street	25021C0154E	25021C0154F
LOMA	14-01-1382A	03/20/2014	LOT 2 - 60 Harding Street	25021C0154E	25021C0154F
LOMA	16-01-0404A	12/21/2015	67 CAUSEWAY STREET	25021C0162E	25021C0162F
LOMA	16-01-1555A	05/24/2016	14 INDIAN HILL ROAD	25021C0168E	25021C0168F
LOMA	20-01-0104A	11/19/2019	PLAN NO. 161, LOT 36A -- 3 PILGRIM LANE	25021C0168E	25021C0168F
LOMA	20-01-1543A	10/13/2020	4 MOHAWK STREET	25021C0168E	25021C0168F
LOMA	21-01-1236A	08/06/2021	STAGECOACH ESTATES, LOT 31A --13 PILGRIM LANE	25021C0168E	25021C0168F
LOMA	21-01-1385A	08/19/2021	Lot 5, - 8 Preservation Way	25021C0166E	25021C0166F

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

FINAL SUMMARY OF MAP ACTIONS

Community: MEDFIELD, TOWN OF

Community No: 250242

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
			NO CASES RECORDED	

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		