



Select Board Meeting
Meeting Packet
May 20, 2025

**CABLE TELEVISION
RENEWAL LICENSE**

GRANTED TO

Comcast Cable Communications Management, LLC

Granted By

SELECT BOARD

**TOWN OF MEDFIELD
MASSACHUSETTS**

**Renewal Term
June 1, 2025 – May 31, 2035**

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RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast Cable Communications Management, LLC (formerly Comcast of Massachusetts/New Hampshire, LLC) is the duly authorized holder of a renewal license to operate a cable television system in the Town of Medfield, Massachusetts (hereinafter the "Town"), said license having commenced on May 1, 2015;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated, June 15, 2022, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, The Select Board as Issuing Authority finds that Licensee has complied with the terms of its previous license;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation and maintenance of its Cable System on the terms and conditions set forth herein; and

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this non-exclusive Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall be always mandatory and not merely directory.

(a) Access - shall mean the right or ability of any Medfield resident and/or any Persons affiliated with a Medfield institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or PEG Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider or PEG Access Designee – shall mean any entity designated in writing by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment, facilities and channels for the production and broadcast of PEG Access programming on the Cable Television System, in accordance with this Renewal License and 47 U.S.C. 531, including, but not limited to the Town itself and/or an access corporation or entity, as determined by the Issuing Authority.

(c) Affiliate or Affiliated Person – When used in relation to any Person, shall mean another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(d) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(e) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Service or Service – shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Medfield, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the Town, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(h) Department or DTC – shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(i) Downstream Channel – A channel over which signals travel from the Cable System Headend or hub-site to an authorized recipient of Programming.

(j) Drop – shall mean the coaxial cable or fiber that connects a home or building to the feeder cable of the Subscriber Network.

(k) Educational Access Channel: A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority, the public school(s) serving the Town of Medfield and/or the Access Provider, as determined by the Issuing Authority, to present non-commercial educational programming and information to the public.

(l) Effective Date – shall mean June 1, 2025.

(m) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(n) Franchise Fee – shall mean the payments to be made by Licensee to the Town of Medfield and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(o) Government Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for the presentation of government-related and other non-commercial programming and/or information to the public.

(p) Gross Annual Revenues – shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service in the Town, accrued in accordance with generally accepted accounting principles (GAAP) in the United States, and shall include, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; all digital Cable Service revenues; fees paid on all Subscriber fees (“Fee-on Fee”); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per-View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use (leased access); home shopping revenues; and advertising revenues. In the event that an Affiliate or any other Person is responsible for selling advertising that is aired on the Cable System in the Town, the advertising revenues for purposes herein shall be deemed to include the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for use of the Cable System in the Town for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(q) Headend – shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters, processes and converts incoming signals for distribution over the Cable System.

(r) High Definition (“HD”) PEG Access Channel – shall mean a PEG Access Channel in the high definition format for digital television transmissions with video transmitted in a high definition resolution.

(s) Issuing Authority – shall mean the Select Board of the Town of Medfield, Massachusetts, or the lawful designee thereof.

(t) Licensee – shall mean Comcast Cable Communications Management, LLC or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(u) License Fee – shall mean the payments to be made by Licensee to the Town of Medfield and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(v) Normal Business Hours – shall mean those hours during which most similar businesses in Medfield are open to serve customers. In all cases, Normal Business Hours must include some evening hours and at least one night per week and/or some weekend hours.

(w) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(x) Pay Cable or Premium Services – shall mean programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(y) Pay-Per-View – shall mean programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(z) PEG – The acronym for “public, educational and governmental”.

(aa) PEG Access Channel – shall mean a video channel which the Licensee owns and is made available for use by the Town and/or its designee(s) without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(ab) PEG Access User – shall mean a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

(ac) PEG Access Programming – shall mean non-commercial programming produced by any Medfield residents or organizations, schools or government entities and the use of designated channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(ad) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority or Town.

(ae) Prime Rate – shall mean the prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the “Prime Rate” for purposes of this Renewal License.

(af) Public Access Channel – A specific channel on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, for use by Medfield residents and organizations and others wishing to present non-commercial programming to the public.

(ag) Public Buildings – shall mean those buildings owned or leased by the Town for municipal government and/or public school purposes, and shall not include buildings owned by the Town, but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(ah) Renewal License or License – shall mean this Renewal License and any amendments or modifications in accordance with the terms herein.

(ai) Standard Definition (SD) PEG Access Channels – shall mean a PEG Access Channel in the standard definition display format for digital television transmissions

(aj) State – The Commonwealth of Massachusetts.

(ak) Subscriber – shall mean any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee.

(al) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(am) Town – shall mean the Town of Medfield, Massachusetts.

(an) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Cable Services, but not including Drop Cable(s) to Subscriber's residences.

(ao) Video Programming or Programming – shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2
GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast Cable Communications Management, LLC, a Delaware Limited Liability Company, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Medfield.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L. c. 166A, and in compliance with all rules and regulations of the FCC and the DTC in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

This non-exclusive Renewal License shall be for a period of ten (10) years, commencing on June 1, 2025 through midnight May 31, 2035.

SECTION 2.3 - RENEWAL

(a) In accordance with the provisions of federal law, M.G.L. c. 166A, § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee,

or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. In the event of any conflict between this License and any Town bylaw or regulation that is not generally applicable, this License shall control. In the event of any conflict between this License and any Town bylaw or regulation which is generally applicable, the bylaw or regulation shall control, subject to challenge as to legality of the Town bylaw or regulation. Nothing in this Section 2.4 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town bylaw or regulation.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Medfield; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.6 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable federal and State laws and regulation, and Town bylaws and lawful regulations, provided such Town bylaws and regulations are not specific to this License, the Licensee and/or Cable System. Nothing in this Section 2.6 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.7 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or (3) unless otherwise operating under the terms of this Renewal License as allowed by applicable law, the Licensee shall remove all of its supporting

structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown. Notwithstanding the foregoing, under 47 USC Sec. 541(b)(3)(C) the Issuing Authority may not order the Licensee or any affiliate thereof (i) to discontinue the provision of a telecommunications service, or (ii) to discontinue the operation of a cable system, to the extent such cable system is used for the provision of a telecommunications service, by reason of the failure of the Licensee or its affiliate to obtain a cable franchise or cable franchise renewal with respect to the provision of such telecommunications service.

SECTION 2.8 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the DTC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Renewal License, unless otherwise provided by applicable federal or State law. An “affiliated company” is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.9 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

Licensee shall make Cable Service available to every residential dwelling unit within the Town, subject to Section 3.2 below, provided the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town pursuant hereto.

SECTION 3.2 – RESIDENTIAL SUBDIVISIONS

Provided Licensee has at least ninety (90) days prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.3 – INSTALLATION CHARGES

Any dwelling unit within one hundred fifty feet (150') aerial or one twenty-five feet (125') underground from the feeder cable shall be entitled to a Standard Installation rate, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). All other installations are considered non-standard installations. For aerial installations more than one hundred fifty feet (150'), the first one hundred fifty feet (150') shall be at the Standard Installation rate. For underground installations more than one hundred twenty-five feet (125'), not involving a hard surface, the first one hundred twenty-five feet (125') shall be at the Standard Installation rate.

SECTION 3.4 – SUBSCRIBER NETWORK

Licensee shall continue to own, operate and maintain the Cable Television System, to a minimum bandwidth of 750MHz in accordance with applicable law, and carrying Video Programming channels in the downstream direction to Medfield Subscribers.

SECTION 3.5 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable State and local laws and regulations.

SECTION 3.6 - PARENTAL CONTROL CAPABILITY

- (a) Pursuant to applicable law, upon request, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.
- (b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.

SECTION 3.7 – EMERGENCY ALERT OVERRIDE CAPACITY

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

SECTION 3.8 - SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05, which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

SECTION 3.9 - DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

- (a) Licensee shall continue to maintain the existing Drop, Outlet and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as listed in **Exhibit 3.9** attached hereto.

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Drop, Outlet and Basic Cable Service as referenced in Section 3.9(a) above, at no charge to any new Public Buildings and other Town occupied Public Buildings, along its Cable System route. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to receive such a Drop or Outlet, prior to any such installation. There shall be no costs to the Town or any designated institution for said installation along the cable route and the provision of monthly Cable Service, and related maintenance.

(c) All internal wiring, other than required to install the Drop and Outlet required by this Section 3.9 shall be owned and maintained by the Issuing Authority or its designee, and the Licensee shall not own or be responsible for such internal wiring.

(d) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in Exhibit 3.9, or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above, except that after the reconstruction, expansion or replacement of a Public Building, the Licensee shall install a Drop and Outlet and provide said Cable Service as referenced in subsection (a) above to the reconstructed, expanded or new Public Building.

(e) Nothing in this Section 3.9 shall limit the authority or rights of the Licensee with respect to the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") regarding the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise (license), as applicable.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the DTC, any other applicable Massachusetts laws and regulations, generally applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or

restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

SECTION 4.3 – UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

(d) Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws and regulations.

SECTION 4.5 – STRAND MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format

if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

In accordance with applicable laws, Licensee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit, unless otherwise required by applicable law or regulation.

SECTION 4.7 - DIG SAFE

Licensee shall comply with all applicable “dig safe” provisions pursuant to M.G.L. c. 82, §40.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.10 – REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

SECTION 4.11 – RIGHT TO INSPECTION

The Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances for the purpose of determining compliance with the requirements of this License. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

SECTION 4.12 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.13 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

SECTION 4.14 – SERVICE INTERRUPTIONS

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the

Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

- (a) Pursuant to 47 U.S.C. 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.
- (b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes. (**Exhibit 9.4**)

SECTION 5.3 - REMOTE CONTROLS

Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of such. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS AND CLOSED CAPTIONS OF PEG ACCESS PROGRAMMING

All broadcast and cablecast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers. PEG Access Programming provided to the Licensee in closed captions shall be provided by the Licensee to Subscribers in closed captions in accordance with applicable law.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532 (Section 612 of the Cable Act), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – CONTINUITY OF SERVICES

It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance if practical.

SECTION 5.7 – COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation, any required line extension, and monthly subscription costs as established by the Licensee.

ARTICLE 6

PEG ACCESS CHANNELS AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNELS

(a) Use of channel capacity for Public, Educational and Governmental (“PEG”) Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The PEG Access channels shall, other than provided in Section 6.1(e) below, be used exclusively as and/or for PEG Access channels and PEG Access Programming. The Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law. The Issuing Authority and/or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for the PEG Access Channel and PEG Access operations in accordance with applicable law. The PEG Channels shall be provided on the Basic Cable Service tiers to the extent said tier is required pursuant to applicable law or regulations or otherwise provided by the Licensee.

(b) Licensee shall continue to make available three (3) Public, Educational, and Government (“PEG”) Access Channels in Standard Definition format to be used for PEG Access Programming by the Issuing Authority and/or its PEG Access Designee(s). The Licensee shall within twenty-four (24) months of the Effective Date of this License, upgrade the three (3) existing PEG Access Channels to Standard Definition/Serial Digital Interface (SD/SDI) and make available one (1) PEG Access Channel in High Definition (HD) format to be used for PEG Access Programming, including the necessary interface equipment for transporting the PEG Access signals to the Licensee’s Headend or hub-site as set out in Section 6.3 below. The Licensee shall have the right to reclaim one (1) Standard Definition (SD) PEG Access Channel twelve (12) months after the activation of the HD PEG Access Channel or such earlier time as agreed to by the parties hereto. Prior to the Licensee’s installation of its HD interface equipment, the Licensee shall provide the Issuing Authority with an itemized invoice for the cost and installation thereof not to exceed Ten Thousand Dollars (\$10,000).

(c) The Town or its PEG Access Designee shall be responsible for providing the HD PEG Channel signal in a HD format compatible with Licensee's equipment in the Cable System at the applicable demarcation point.

(d) The Town acknowledges that not every Subscriber may be able to view HD PEG Access Programming on every TV, and additional costs may be involved in the reception of HD programming.

(e) In the event the Issuing Authority, its designee(s) or other PEG Access User elect not to program a PEG Access Channel for a period of one hundred twenty (120) days or more, not including a period of force majeure, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.

(f) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, its Issuing Authority, the public schools, the PEG Access Designee and/or PEG Access Users.

(g) The PEG Access Channels may not be used to cablecast for-profit or commercial programs.

(h) The Licensee shall not change a PEG Access Channel location without a minimum of thirty (30) days advance written notice to the Issuing Authority.

(i) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, the Licensee is not responsible for the production quality of PEG Access Programming productions.

(j) There shall be no charges by the Licensee to the Town, its Issuing Authority, the public schools, the PEG Access Designee or Access Users for the Access Channels.

SECTION 6.2 – PEG ACCESS PROVIDER

- (a) The Access Provider shall provide services to PEG Access users and the Town as follows:
 - (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1, above;
 - (2) Manage the annual funding, pursuant to Section 6.4 below;
 - (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
 - (4) Conduct training programs in the skills necessary to produce PEG Access Programming;

- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, outreach, referral and other support services to PEG Access users, members, volunteers and community;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – PEG ACCESS CABLECASTING

(a) In order that the Town and/or its Access Provider can cablecast its PEG Access Programming over the Licensee's downstream PEG Access Channels provided pursuant to Section 6.1 above, all PEG Access Programming originating or aggregated during the term of this Renewal License at the PEG Access Studio (18 North Meadows Road) ("PEG Access Studio") shall be transmitted to the Licensee-owned Headend or hub-site on a Licensee-provided and owned fiber-based video return line made available by the Licensee without charge to the Town and/or Access Provider for their use. At the PEG Access Studio, the Licensee shall similarly make available to the Town or the Access Provider a cable drop and courtesy Cable Service to allow for the Town and/or the Access Provider to monitor the PEG Access Channels. At Licensee-owned Headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate Licensee-owned Subscriber Network downstream PEG Access Channel.

(b) The Licensee shall be responsible for all necessary inspections and performance tests of the video return lines in accordance with applicable law and regulation for a Cable System, including 47 CFR §76.01. The Licensee shall provide, maintain, operate and repair all equipment necessary to receive and transmit end-to-end digital PEG Access programming and PEG Access Channels as described in this Section 6.3 above, including necessary transmission, switching and/or processing equipment located at its hub-site and/or Headend in order to switch upstream signals carrying PEG Access Programming to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) The demarcation point between Licensee's equipment and the Town's and/or Access Provider's equipment shall with respect to the PEG Access Channels be at the input of the Licensee

owned equipment used for video signal transport. The Licensee shall own, maintain, repair and/or, if necessary, replace said video signal transport equipment.

(d) The Issuing Authority and/or the PEG Access Designee shall have the right, at its own cost or that of the PEG Access Designee, as determined by the Issuing Authority, to construct and install PEG Access video return lines (“Town Video Return Lines”) from other Public Buildings, PEG Access facilities or locations in the Town to the PEG Access Studio as long as said Town Video Return Lines are compatible with Licensee’s video return system and Cable System. The Issuing Authority or its PEG Access Designee, as determined by the Issuing Authority, shall be responsible for said Town Video Return Line terminations and any necessary equipment to provide for terminations, patching and interconnects to the PEG Access studio. The PEG Access Programming, so aggregated at the Town Hall shall be transmitted to the Licensee’s Headend or hub-site pursuant to the transmission process set out in this Section 6.3 above, and then switched by the Licensee to the designated Licensee-owned Subscriber Network downstream PEG Access Channel. The Issuing Authority or its PEG Access Designee, as determined by the Issuing Authority, shall be responsible for maintaining, operating and repairing the Town Video Return Lines, if any. The Licensee shall continue to be responsible for maintaining, operating and repairing all other parts of the video return and cablecasting as set out in the above subparagraphs of this Section 6.3.

(e) There shall be no charge to the Town, its Issuing Authority, the Access Provider or Access Users for the provision of PEG Access origination, video return or cablecasting, as required by or provided pursuant to this Section 6.3.

(f) The Licensee and the Issuing Authority shall work together in good faith with respect to any difficulties that arise regarding the transmission, switching and/or cablecasting of PEG Access Programming, pursuant to this Section 6.3.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

(a) The Licensee shall provide payments to the Issuing Authority and/or its PEG Access Designee for PEG Access and cable-related purposes in an amount equal to four and ninety-five hundredths percent (4.95%) of Gross Annual Revenues, less applicable License Fees payments to the Town and State only pursuant to M.G.L. c. 166A, sec. 9 (the “PEG Access Annual Support”). Said payments shall be made as provided herein on the following quarterly basis: (i) on or before May 15th

of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year for the previous three (3) month period of October, November and December. The first such four and ninety-five hundredths percent (4.95%) quarterly payment pursuant to this Renewal License shall be made on or before August 15, 2025 for the period from the Effective Date through June 30, 2025. The final such four and ninety-five hundredths percent (4.95%) payment shall be made on or before August 15, 2035 for the previous period from April 1, 2035 through April 30, 2035.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(p).

(c) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.5– PEG ACCESS CAPITAL FUNDING

(a) The Licensee shall provide funding to the Issuing Authority or its PEG Access Designee, as directed by the Issuing Authority, for capital costs for public, educational or governmental (PEG) access facilities and related equipment (the “PEG Access Capital Funding”), by two (2) separate means, as follows:

(1) A total of One Hundred Twenty Thousand Dollars (\$120,000), paid as follows on or before the below referenced dates:

July 1, 2025	\$12,000
July 1, 2026	\$12,000
July 1, 2027	\$12,000
July 1, 2028	\$12,000
July 1, 2029	\$12,000
July 1, 2030	\$12,000
July 1, 2031	\$12,000

July 1, 2032	\$12,000
July 1, 2033	\$12,000
July 1, 2034	\$12,000

and

(2) One quarter of one percent (0.25%) of Gross Annual Revenues paid on the same quarterly basis as set out in Section 6.4 above with respect to PEG Access Annual Support. More specifically, (i) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year for the previous three (3) month period of October, November and December. The first such one quarter of one percent (0.25%) quarterly payment pursuant to this Renewal License shall be made on or before August 15, 2025 for the period from the Effective Date through June 30, 2025. The final such one quarter of one percent (0.25%) payment shall be made on or before August 15, 2035 for the previous period from April 1, 2035 through May 31, 2035.

(b) The Licensee shall file with each of the payments pursuant to this Section 6.5, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(p), for each three (3) month reporting period. Said statement shall list general categories comprising Gross Annual Revenues as defined in Section 1.1(p).

(c) The Town and/or its PEG Access Designee shall own all PEG Access facilities and related equipment purchased with the PEG Access Capital Funding provided pursuant to this Section 6.5. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access facilities and equipment.

(d) The PEG Access Capital Funding provided herein by the Licensee shall not be counted toward: (i) the PEG Access Annual Support provided by the Licensee pursuant to Section 6.4 above; or (ii) the License Fee payment payable pursuant to Section 7.1 below. These costs may be passed through to Subscribers as allowed by applicable law and regulations.

(e) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 6.5(d) shall be within the exclusion to the term “franchise

fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 6.6 - NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.6 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSE

In the event a cable license is issued by the Issuing Authority to a competing Licensee, the Issuing Authority shall not authorize or require the competing licensee to connect its facilities or cable system to Licensee's Cable System for purposes of obtaining PEG Access Programming from the Licensee's PEG access channels without the prior written consent of Licensee.

ARTICLE 7

FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 – FRANCHISE FEE

In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of Gross Annual Revenues. Said five percent (5%) shall include the following: (i) the PEG Access Annual Support pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 above, provided, however, that said five percent (5%) shall not include the PEG Access Capital Funding pursuant to Section 6.5 above and any other exclusions to the definition of Franchise Fee provided in Section 622(g)(2) of the Cable Act.

SECTION 7.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee and License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees

that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the Franchise Fee or License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

SECTION 7.5 – LATE PAYMENT

In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed herein by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payment pursuant to this Section 7.5 shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 7.6 – AUDIT AND RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a Franchise Fee or License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall commence in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If,

after such audit and recomputation, an additional Franchise Fee, License Fee or any payment required in Article 6 of this Renewal License is owed to the Town, the Licensee shall pay said amount, plus interest, to the Town or its designated Access Provider within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

SECTION 7.7 – AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from the provisions of this Renewal License.

SECTION 7.8 – METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Select Board, unless the Licensee is otherwise notified in writing by the Issuing Authority.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without charge of the increased rate. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law and regulations.

SECTION 8.2 – RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

SECTION 8.3 – CREDIT FOR SERVICE INTERRUPTION

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 – CUSTOMER SERVICE CALL CENTER

(a) Licensee shall maintain and operate its customer services call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Medfield Subscribers, unless required otherwise by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

SECTION 9.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations and/or (ii) an outage as described in section 9.2 (d) below.

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 9.3 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 9.3**.

SECTION 9.4 – BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9.4**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

SECTION 9.5 – COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.6 – EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees and contractors entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to visibly display an employee or contractor identification card issued by the Licensee or contractor, respectively, and bearing a picture of said employee or contractor.

SECTION 9.7 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and State laws and regulations regarding privacy, monitoring, information with respect to Cable Service viewing habits, subscription information or decisions and personally identifying information, and the collection and/or distribution thereof, including notice to Subscribers regarding these privacy matters and Subscriber access thereto, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. 551), as may be amended.

(b) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

SECTION 9.8 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property, by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

ARTICLE 10

INSURANCE AND BONDS

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

- (a) A commercial general liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of: One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;
- (c) Workers Compensation in the minimum amount of the statutory limit.
- (d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 10.1.
- (e) The following conditions shall apply to the insurance policies required herein:
 - (i) Such insurance shall commence no later than the Effective Date of the Renewal License.
 - (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
 - (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
 - (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall be responsible for all deductibles.

(vii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(viii) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount. Said notice may be by electronic mail (e-mail).

SECTION 10.2 – PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 12.1 and 12.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 below. The Licensee shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount of the performance bond. Said notice may be by electronic mail (e-mail).

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to

reinstate the performance bond to the sum of Fifty Thousand Dollars (\$50,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License.

SECTION 10.3 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the acts and/or omissions of the Licensee, its employees, officers, contractors and subcontractors, or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death), that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify, hold harmless and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify, hold harmless and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

ARTICLE 11

ADMINISTRATION AND REGULATION

SECTION 11.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall have authority for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

SECTION 11.2 – PERFORMANCE EVALUATION HEARINGS

The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 – NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

SECTION 11.4 – JURISDICTION/VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

DETERMINATION OF BREACH - LICENSE REVOCATION

SECTION 12.1 – DETERMINATION OF BREACH/NOTICE AND OPPORTUNITY TO CURE

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (c) In the event that: (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.
- (d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:
 - (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
 - (ii) commence an action at law for monetary damages

- (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (iv) declare the Renewal License to be revoked subject to Section 12.2 below and applicable law; and
- (vi) invoke any other lawful remedy available to the Town.

(e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above or such extended time as agreed to in writing by the parties hereto, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 12.2 – REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 12.3 – NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 12.4 – NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 – GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 – FINANCIAL REPORTS

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the DTC Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

SECTION 13.3 – CABLE SYSTEM INFORMATION

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

SECTION 13.4 – SUBSCRIBER COMPLAINT REPORTS

In accordance with the regulations of the DTC, the Licensee shall annually submit a completed copy of the DTC Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

SECTION 13.5 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.6 – DUAL FILINGS

If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 12.1 above.

SECTION 13.7 – INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

MISCELLANEOUS

SECTION 14.1 – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 14.2 – FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the respective party.

SECTION 14.3 – ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance, operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 14.4 – NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail or by overnight courier service in the business thereof to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Medfield
Attn: Select Board
Medfield Town Hall
459 Main Street
Medfield, MA 01864

with a copy to:

Town of Medfield
Attn: Town Administrator
Medfield Town Hall
459 Main Street
Medfield, MA 01864

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) or by overnight courier service in the business thereof to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Government Relations
222 New Park Dr.
Berlin, CT 06037

with a copy to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(d) The parties may, at any time, agree to substitute electronic mail for certified mail and/or overnight courier service for the service of any notice or notices, subject to memorializing any such agreement by electronic mail.

SECTION 14.5 – RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated by reference and expressly made a part of this Renewal License.

SECTION 14.6 – ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 14.7 – CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

SECTION 14.8 – WARRANTIES

Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Renewal License.

SECTION 14.9- INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the DTC, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal License to the extent

that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

SECTION 14.10 – NO RE COURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.11 – TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 14.12 – TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SECTION 14.13 – APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.

SECTION 14.14 - NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public, entity or other non-signatory party to enforce the terms of this Renewal License.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2025.

TOWN OF MEDFIELD

By its:
Select Board

Eileen Murphy, Chair

Gus Murby

Oscar Peterson

Approved as to legal form:

William H. Solomon
Special Cable Counsel

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**
By:

Carolyne Hannan
Regional Senior Vice President
New England Region

EXHIBIT 3.9 - DROPS AND MONTHLY CABLE SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

Middle School	24 Pound Street
High School	88R South Street
Library	468 Main Street
Cable Studio	18 North Meadow Road (Route 27)
Police Station	110 North Street
Town House	459 Main Street
Council on Aging	One Ice House Road
Water/Sewer	99 Bridge Street
Wheelock School	17 Elm Street
Memorial School	59 Adams Street

EXHIBIT 5.2
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT 9.3 FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 9.4

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;

- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 13.5

FORM 500

Please see attached.

Form 500 Service Interruption Data - Paper Filing

Form 500 Service Interruption Data - Paper Filing

Proposal to Install Historical Marker on Medfield Town Property

Subject: Installation of “Medfield in King Philip’s War” Historical Marker

Submitted to: Medfield Select Board

Submitted by: Joe Opiela / Medfield Historical Society / Richard DeSorgher

Date: May 20, 2025

Summary

This proposal requests approval to install a permanent historical marker commemorating the February 21, 1676 attack on Medfield during King Philip’s War on Medfield town property. This is arguably the most important date and event in Medfield history, a town that especially prides itself on its long and distinguished history.

The marker will describe the causes for and the result of the raid. Its intent is to educate residents and visitors about a pivotal event not only in Medfield history, but in early American colonial history. The installation of such a marker is timely as we are in the 350th anniversary year of the start of King Philip’s War and the attack on Medfield.

This initiative is supported by all board members of the Medfield Historical Society and all members of the Medfield Historical Commission.

Purpose

The marker will:

- Recognize and describe Medfield’s role in King Philip’s War, widely regarded as the most significant conflict between Native Americans and English settlers in New England history.
- Educate the public about Medfield’s early history through an accurate and respectful description of the event.
- Acknowledge the cause of the attack.
- Enhance the town’s historical and cultural visibility.
- Complement existing education initiatives supported by the Medfield Historical Society, who recently held an event on King Philip’s War attended by 80 people in the library with others turned away due to reaching capacity.

Marker Description

- **Title:** *Medfield in King Philip's War*
- **Date on Marker:** February 21, 1676
- **Material:** Cast aluminum (weather-resistant/long-lasting)
- **Dimensions:** 32 inches high x 28 inches wide (subject to change and approval)
- **Design:** Includes Medfield town seal, headings, historical text (approximately 120 words), acknowledgement of Medfield Historical Society as sponsor, and QR code linking to further information online.
- **Text:** Presently a work in progress. Length based on size of sign which is subject to approval. Copy to be written by Town Historian Richard DeSorgher.
- **Funding:** Primarily by the Medfield Historical Society. Other sources as needed.
- **Manufacturing:** To be handled by a professional historical signage company.
- **Timeline:** Approvals obtained (May/June); Copy/Design finalized (June/July); Order submitted (July); Manufacturing (July/August); Delivered to Medfield (September); Installation (October). Timeline subject to change.

Note: We will connect with 375th Anniversary Committee to consider whether coordinating installation with those festivities in 2026 is desirable.

- **Appearance:** The sign will approximate the look of the Tercentenary Marker for the Peak House erected in 1930. Even though this marker is almost 100 years old, its general design is comparable to historical markers being installed in other states today. The durability of this type of sign is a key consideration. See the link under “gallery of possible designs” for examples of other states’ markers.

Proposed Location

- The intent is for the marker to be centrally located in the town and be readable by both pedestrian and road traffic.
- Possible locations to be considered are Meetinghouse Pond, Baxter Park, Peak House, and the Town House.
- Site selection will be coordinated with the Historical Commission, Historical District Commission (if located in the central historical district), Sign Advisory Board, Wayfinding Committee, and DPW to ensure safety, visibility, and historical relevance.

Installation

The pole for the marker needs to be placed in a hole that is three feet deep and anchored in cement. I will be asking Maurice Goulet/Medfield DPW if they can do the installation.

Maintenance

As a historical marker made of cast aluminum, there is expected to be no maintenance other than occasionally wiping the sign down. This might be done at the same time and by whom other town signs are cleaned, i.e., Baxter Park, Straw Hat Park, Meetinghouse Pond.

Approvals Requested

1. Permission to install the marker on town property from Select Board.
2. Coordination with Sign Advisory Board on marker size and location.
3. Input from the Historical Commission, Historical Society, and Wayfinding Committee on marker text and location.
4. Consultation on location and text from the Historical District Commission if located in Historical District.

Gallery of Possible Designs

See this link for some samples of what the marker might look like:

<https://sewahstudios.com/shop/>

This is the main vendor (Sewah Studios in Marietta, OH) I have been working with to get an estimate. They produced the “Oak Grove Farm” sign installed in Millis in 2013. We are working with the “Georgia” style frame design at present but will want bigger lettering in the body copy. We will choose the colors. The present thought is to use the gray background and black lettering of the Peak House Tercentenary marker.

Thank you for your consideration of this proposal to more visibly and permanently commemorate an important date and event in Medfield’s history.

Joe Opiela, 22 Lee Road

Medfield Historical Society and Medfield Historical Commission



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2025-02

STATE CONTRACT # (if applicable) VEH111

This contract is made this 20th day of May, 2025, by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and Ballard Mack Sales and Services Inc., having a usual place of business at 1 Mack Drive, Avon, MA 02322, referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to furnish a new Mack GR42F Large 6-wheel Dump Truck, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of Two-hundred and seventy-three thousand, five-hundred ninety-eight dollars (\$273,598.00).

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

1. Contract Documents. The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (Attachment A). The contract documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Goods / Services. The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. Performance of Work. The Contractor shall furnish all equipment, staffing and materials to deliver the vehicle in strict conformity with the specifications and requirements contained in the contract and all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals / permits as required for the performance of the Program. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. **Warranties.** The Contractor warrants that the new Mack GR42F Large 6-wheel Dump Truck, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. **Delivery.** The Contractor shall deliver onsite, the new Mack GR42F Large 6-wheel Dump Truck FOB 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. **Contract Term:** The Contract Term is as follows: May 20, 2025 with delivery no later than June 30, 2026.
7. **Payment for Work.** The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$273,598.00 only after delivery, installation, testing, and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt.
8. **Performance.** The contractor shall furnish the new Mack GR42F Large 6-wheel Dump Truck and deliver it to the Town in accordance with the terms and conditions in the contract.
9. **Indemnification of the Town.** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. **Contractor's Standard of Care.** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the large 6-wheel dump truck vehicle sales industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual

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

11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
14. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
15. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
16. Termination.
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.
 - The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
 - b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately

cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.
17. **Notice.** Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
18. **Severability.** If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. **Governing Law.** The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
20. **Entire Agreement.** This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

By: J. L. P. Jr.
Title: President

Medfield Select Board

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

John Pickering
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

John Pickering, authorized signatory for
name of signatory

Ballard Mack Sales + Service, whose
name of contractor

principal place of business is at 442 Southwest Cutoff Worcester
John Pickering does hereby certify under the pains and penalties of perjury that
Ballard Mack Sales + Service 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.

J. D. P. 5/13/25
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of Ballard Mack 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, Samantha Granr 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 Jan 3, 2025

Samantha Granr
Clerk of Corporation

SEAL

ATTACHMENT

A

MACK®



Mack Trucks
www.macktrucks.com



Date 5/17/2024
Quote no. 1

1 GR42F 2025 Mack w/Donovan Setup

Vehicle Sales Price	\$156,698.00
Donovan Body (See Quote)	\$116,900.00
Total Price without options	\$273,598.00

Delivery Time	Stock trucks are quoted subject to availability.
Terms Of Payment	Payment due upon delivery.
Validity	Quote is valid for 30 days unless otherwise specified.

Comments: Price Includes VEH 111 State Bid Contract

Yours sincerely

Eric Archambault
Date:
BALLARD TRUCK CENTER

Town of Medfield
Date:
459 Main Street
Medfield MA 02052

THE AMERICAN TRUCK
YOU CAN COUNT ON





ORDER ENTRY # _____

QUOTATION

REF: T/O MEDFIELD DPW

QUOTE / ORDER # N5135

CUSTOMER: BALLARD TRUCKS, INC.

CONTACT: ERIC ARCHAMBAULT

ADDRESS: ONE MACK DRIVE
AVON, MA-02322

PHONE: 1-800-955-5800.

FAX: 1-508-584-5587.

BODY SR. #

HOIST SR. #

"BEAU-ROC" DUMP BODY "DIAMOND-DY" MODEL 10'6" LONG 36" SIDES 42" GATE

1/4" HARDOX 450 ONE PIECE FLOOR W/ ANTI-ABRASIVE

1/4" HARDOX 450 TAPERED AIR GATE - FLAME CUT HARDWARE W/ TWO HORIZONTAL BENDS

3/16" HARDOX 450 ONE PIECE SIDES W/ TWO HORIZONTAL BENDS IN CENTER

3/16" HARDOX 450 ONE PIECE FRONT W/ 45 DEGREE FRONT CORNERS

8" HIGH FORMED LONG MEMBERS - 3/16" DOMEX 100W WITH INSIDE GUSSETS FOR STRENGTH

36" CAB PROTECTOR - DRIVER SIDE FRONT STEPS

MAILHOT CS-90-4.5-3 TELESCOPIC HOIST W/ 25 TON CAPACITY

SAFETY PROP / BACKUP ALARM & BODY UP ALARM

SET OF FRONT & REAR MUD FLAPS

ALL LIGHTS & REFLECTORS TO MEET FMVSS-108 (LED)

INSTALLED

FRONT MOUNT DRIVEN CENTRAL HYDRAULICS W/ DRY VALVE TO OPERATE

DUMP / SCRAPER LIFT / PLOW LIFT / PLOW ANGLE & MUNCIE ELEC. SANDER CONTROL

LOW PROFILE PLOW FRAME W/ 4" X 10" D/A CYLINDER /LIGHTS / 30.5 & 21" O/C

10' FLINK BAKER 42" HIGH TRIP EDGE PLOW W/ 30.5" O/C

10' MONROE FIXED ANGLE UNDERBODY SCRAPER #MS4510FX

1" THICK 20" HIGH / DUAL CYLINDERS & CUTTING EDGE

THREE COAL DOORS - INSTALLED

30 TON HOOK ON 3/4" PLATE WITH D-RINGS & 6 PRONG ROUND PLUG

PIONEER EDD1500DA ELECTRIC COVER W/ ASPHALT TARP

LED 404 STROBES 2 INSTALLED IN CAB SHIELD & 2 IN REAR POSTS

TURNBUCKLE TAILGATE SAFETY LOCKS

ALL ELECTRICAL TO BE WIRED THROUGH JUNCTION BOX

SANDER TIE DOWNS FULL LENGTH UNDER TOP RAIL

HYDRAULIC LINES MOUNTED ON DRIVERS SIDE FRONT

8" OAK BOARDS

10' FLINK LMC5H 6.4 YD STAINLESS STEEL HYDRAULIC SANDER INSTALLED

STAINLESS STEEL SPILL SHIELD (FRONT)

STAINLESS STEEL TAILGATE LATCH BAR

FLINK DUAL 85 GALLON LIQUID TANKS INSTALLED (ELECTRIC)

STAINLESS STEEL LED LIGHTBAR W/ STROBES / STT / & REVERSE LIGHTS\$

8" STEEL FORK TUBES BOLTED TO BOTTOM OF SANDER FOR REMOVAL W/ FORKS

2 SPOTLIGHTS IN REAR TO VIEW SPREAD

\$116,960.00

I HAVE READ AND APPROVED THE ABOVE QUOTATION AND
HEREBY AUTHORIZE YOU TO COMPLETE THE WORK.

CUSTOMER SIGNATURE: _____

DATE: _____

QUOTATION IS VOID AFTER 30 DAYS.

QUOTED BY: NICK COVATIS

TECHNICAL SPECIFICATION

GRANITE 42FR



MODEL DEFINING		DESCRIPTION
S	PRICE BOOK LEVEL	2025B Pricebook
S	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT
APPLICATION PACKAGES		DESCRIPTION
CHASSIS CONFIGURATION PACKAGE		ONEBOX EATS, RH BATTERY BOX, 11.8 GALLON (45L) DEF, SINGLE 22" LH FUEL TANK
CUSTOMER VEHICLE INFO		DESCRIPTION
S	CHASSIS (BASE MODEL)	GRANITE 42FR
S	ASSEMBLY PLANT	Made in Macungie, PA USA
S	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
S	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
S	EMISSION WARRANTY CERTIFICATION	CARB + EPA for Mack MP7 / MP8 Diesel
S	INTENDED REGISTRATION LOCATION	MASSACHUSETTS
S	INITIAL REGISTRATION LOCATION	USA REGISTRATION
S	BRAND ORNAMENT	BULLDOG, CHROME
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
S	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW FRONT MOUNTED
S	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES
S	GROSS COMBINATION WEIGHT (CA in PC29 only)	80,000 LB (36 TONNES) GROSS COMBINATION WEIGHT
S	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
S	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%
S	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT, WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
S	OPERATING TERRAIN GRADE CONDITIONS	ON-OFF HIGHWAY, STARTING GRADES<18%
S	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE
S	VEHICLE VOCATION	CONSTRUCTION SERVICE
ENGINE/TRANSMISSIONS		DESCRIPTION
S	ENGINE / MOTOR	MP7-355C MACK 355HP @ 1800-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21
S	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION
S	TRANSMISSION	FULLER RTO-16908LL (14.56/0.74)
S	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT
EXHAUST/EMISSIONS		DESCRIPTION
S	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance
S	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR
S	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
S	CHASSIS MOUNTED EMISSIONS FINISH	BRIGHT FINISH DEF COVER & STAINLESS STEEL DPF COVER
S	DIESEL EXHAUST FLUID TANK	11.8 GALLON (45 L) 22" LEFT SIDE FRAME MOUNTED
S	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
S	EXHAUST STACK HEIGHT	9' 6" FROM GROUND

TECHNICAL SPECIFICATION (cont.)



EXHAUST/EMISSIONS		DESCRIPTION
	EXHAUST - BRIGHT FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK
	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2024

ENGINE EQUIPMENT		DESCRIPTION
	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR CONTROLLED INSIDE-OUTSIDE AIR INTAKE
S	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
	AIR COMPRESSOR/DRYER	WABCO AIR HEATED SS-HP AIR DRYER W/ WABCO 318 (18.7 CFM) AIR COMPRESSOR
S	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD
S	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
S	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE
	BATTERY BOX - MOUNTING (X)	RH RAIL BEHIND SCR
	BATTERY BOX COVER	POLISHED ALUMINUM
S	STARTER MOTOR	12 VOLT DELCO 38MT-MXT
	ENGINE BRAKE	MACK MP7 POWERLEASH
S	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC
S	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOS FAN DRIVE
S	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER
S	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES
S	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)
S	RELOCATE FUEL FILTER (CA)	STANDARD FUEL FILTER POSITION
S	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
	OIL SUMP	CORROSION RESISTANT OIL PAN
S	EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY

CLUTCH/TRANS EQUIPMENT		DESCRIPTION
	GEAR SHIFTER	EATON/FULLER SHIFTER
	CLUTCH	EATON ADVANTAGE SOLO 9-SPRING,2PLATE 15.5" CERAMIC 6 PADDLES, SELF ADJUST
	CLUTCH ACTUATION SYSTEM & PEDAL PAD	MECHANICAL CLUTCH CABLE SYSTEM WITH OPEN GRATE PEDAL
	MINIMUM REQUIRED DRIVELINE SIZE (KAX)	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS-M
	DRIVELINE - MAIN	MERITOR RPL25HD W/PERMALUBE U-JOINTS (PROPS-L)
	DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT HALF-ROUND TYPE
S	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC
	LUBRICANTS, TRANSMISSION	SYNTHETIC OIL IN TRANSMISSION
	TRANSMISSION OIL COOLER	TRANS OIL COOLER (INTEGRAL OIL PUMP)

FRONT AXLE EQUIPMENT		DESCRIPTION
	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS
	SPRINGS - FRONT	MACK TAPERLEAF 2000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS
	BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+
	BRAKE DRUMS - FRONT	CAST IRON
S	DUST SHIELDS - FRONT	DUST SHIELDS FOR FRONT AXLE
	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC
	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, MGM

TECHNICAL SPECIFICATION (cont.)



FRONT AXLE EQUIPMENT		DESCRIPTION
	HUBS - FRONT	FERROUS
S	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE
S	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE
	STEERING	SHEPPARD SD110 + HD94

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLE - SINGLE	28000# (11800kg) MERITOR RS-26-185 SINGLE REDUCTION
S	WIDE TRACK AXLE OPTION	W/O WIDE TRACK AXLE
S	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL
	CARRIER - REAR AXLE	VENDOR AXLES
	TRACTION DIFFERENTIAL	INTERWHEEL DIFFERENTIAL LOCK, FRONT-REAR AXLE ONLY
	REAR AXLE RATIO	4.30 RATIO
	REAR SUSPENSION - SINGLE	26000# MULTILEAF W/HELPER
	BRAKES - REAR	MERITOR HEAVY DUTY "S" CAM 16.5"x7" Q+
S	BRAKE DRUMS - REAR	CAST IRON
S	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC
	DUST SHIELDS - REAR BRAKE	DUST SHIELDS FOR REAR AXLE
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Up
	PARKING BRAKE CHAMBER	MGM TR3030LP3THD BRAKE CHAMBERS
S	HUBS - REAR	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
S	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	180"
	AF (OVERHANG)	63"
	FRAME RAILS & LINERS	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81"); RBM 2,820,000 LB-IN
	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)
S	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
S	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS
S	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL
S	TOWING DEVICE, FRONT	HOOKS
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	FUEL TANK - LH	66 GALLON (250 L) 22" ALUMINUM D-SHAPE
S	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL LINE MATERIAL	BRAIDED HOSE
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP
	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION
S	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS
S	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS

AIR/BRAKE		DESCRIPTION
S	AIR TANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS

PRICELIST DATE	QUOTATION	DATE	PAGE
20240415	PICK2023000543A458	5/17/2024	3 of 9

TECHNICAL SPECIFICATION (cont.)



AIR/BRAKE		DESCRIPTION
	AIR RESERVOIRS	ALUMINUM AIR TANK PAINTED CHASSIS COLOR
S	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS
	PARKING BRAKE VALVE	TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRAILER PARK

ELECTRICAL		DESCRIPTION
	DASH MOUNTED SWITCHES	SIX (6) ASSIGNABLE BODYBUILDER DASH SWITCHES (5 ON-OFF, 1 MOMENTARY)
S	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
	AUXILIARY LAMPS (CA in PC29 only)	DASH CONTROL & POWER SUPPLY FOR LOCAL INSTALL OF AUX SNOWPLOW LAMPS OVERRIDE DAYTIME RUNNING LIGHTS
S	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED, HEATED
S	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED
S	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)
S	TAIL LAMPS	INCANDESCENT TAIL LAMPS
	WORK LIGHTS - CHASSIS MOUNTED	RH/LH LED WORK LIGHT (STEPS & GROUND) ON BOTH SIDES TRUCK

TRAILER CONNECTIONS		DESCRIPTION
	HAND CONTROL VALVE	HAND CONTROL VALVE FOR TRAILER OR REAR SERVICE BRAKES - DUAL FUNCTION
	TRAILER CONNECTIONS	TRAILER AIR BRAKE CONNECTIONS, END OF FRAME
	TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME

PTO		DESCRIPTION
	PTO - CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION
	FRONT ENGINE PTO	1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)
S	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU

SPECIAL EQUIPMENT		DESCRIPTION
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	DATA CAPTURE	WITHOUT DATA CAPTURE
S	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA

CAB INTERIOR (A THRU C)		DESCRIPTION
S	SPEEDOMETER & GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)
	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)
S	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION
S	CUPHOLDER	CUPHOLDER
S	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
S	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"
S	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS

CAB INTERIOR (H THRU I)		DESCRIPTION
S	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY

TECHNICAL SPECIFICATION (cont.)



CAB INTERIOR (1 THRU 1)		DESCRIPTION
S	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS
S	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH
S	RADIO - ANTENNA	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
	RADIO ANTENNA - CB	48" ANTENNA LEFT SIDE MIRROR MOUNTED
S	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR

CAB INTERIOR (S1 THRU 2)		DESCRIPTION
S	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)
S	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR
S	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL
S	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK
S	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL
	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT
S	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT
S	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO
S	STARTER SWITCH	KEY TYPE
	STEERING WHEEL	2 SPOKE URETHANE GRIP, GUNMETAL SPOKES, W/O SWITCHES
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
	CAB GLASS	HEATED TINTED WINDSHIELD, TINTED SIDE AND REAR WINDOW
S	WINDSHIELD WASHER	W/O WINDSHIELD WASHER OPTION
S	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

CAB EXTERIOR		DESCRIPTION
	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BRIGHT FINISH
S	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE
	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET, BRIGHT FINISH ALUMINUM W/SNOW SHIELDS
S	HORN - ELECTRICAL	DUAL TONE
	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, HEATED, W/O LAMPS
	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER HEATED CONVEX
	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES		DESCRIPTION
S	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES
S	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES		DESCRIPTION
	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)

TECHNICAL SPECIFICATION (cont.)



WHEELS & TIRES		DESCRIPTION
	WHEELS - FRONT	22.5x9.00 ACCURIDE 41730x POLISHED ALUMINUM, 7.00" OFFSET, 10 HOLE HOLE (Total for QTY = 2)
	TIRES BRAND/TYPE - REAR	11R24.5 H BRIDGESTONE M799 (26440 lbs) (DRIVE ONLY) (Total for QTY = 4)
	WHEELS - REAR	24.5x8.25 ACCURIDE ACCU-LITE 42362x POLISHED ALUMINUM, 8.59" OFFSET, 10 HOLE HOLE (Total for QTY = 4)
S	VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS
S	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM
S	WHEEL NUT & FINISH - FRONT (CA)	WHEEL NUT BASIC FINISH, FRONT
S	WHEEL NUT & FINISH - REAR (CA)	WHEEL NUT BASIC FINISH, REAR
COMMUNICATION SYSTEMS		DESCRIPTION
S	CO-PILOT - DISPLAY FEATURES	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
S	ACCESS LEVEL	
S	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES
ENGINE ELECTRONICS		DESCRIPTION
S	SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN
S	SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN
S	ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)
S	FAN ENGAGEMENT TIME-A/C	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC
S	LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM
S	IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME
S	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	IDLE S/D WARM-UP TIMER	5 MIN, WARM UP TIME DELAY
S	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD
S	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
S	EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC
TRANSMISSION ELECTRONICS		DESCRIPTION
S	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING
VEHICLE ELECTRONICS		DESCRIPTION
S	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)
	PEDAL SPEED LIMITER	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)

TECHNICAL SPECIFICATION (cont.)



VEHICLE ELECTRONICS		DESCRIPTION
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH
S	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENQAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
	DIFF LOCK SPEED LIMIT	DIFFERENTIAL LOCK ROAD SPEED LIMIT 24KMH (15MPH)
S	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 60%, IF SPEED SENSOR TAMPER DETECTED
S	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS		DESCRIPTION
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
	PAINT COLOR - FIRST COLOR	MACK ORANGE; P9052
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD
S	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036
S	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR

PRICELIST DATE
20240415

QUOTATION
PICK2023000543A458

DATE
5/17/2024

PAGE
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TECHNICAL SPECIFICATION (cont.)



PAINT		DESCRIPTION
S HUBS & DRUMS-REAR		SAME AS CHASSIS RUNNING GEAR
CALCULATED CODES		DESCRIPTION
S PROPCALC SELECTION		YES, THE ORDER MUST BE CALCULATED
AUTO ROUTING & CLIPPING, CENTER		AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION
BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
VEHICLE WARRANTY TYPE		SEVERE DUTY WARRANTY CLASSIFICATION
BASIC CHASSIS COVERAGE		SEVERE DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
EMISSION - SURCHARGE		CARB + EPA for Mack MP7 / MP8 Diesel
ENGINE WARRANTY		CARB - ENGINE PLAN 2, 60 MO/260K MILES, MP7/MP8 <460HP
EMISSION COMPONENT COVERAGE		US and CANADA CARB EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/350,000 MILES
TRANSMISSION WARRANTY		12/100K MI: EATON TRANSMISSION STANDARD SEVERE DUTY COVERAGE
CARRIER & AXLE HOUSING WARRANTY		STANDARD VENDOR SEVERE DUTY COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
S AIR CONDITIONING WARRANTY		AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
CHASSIS TOWING WARRANTY		STANDARD SEVERE DUTY CHASSIS TOWING - NOT APPLICABLE
S ENGINE TOWING WARRANTY		STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
CONNECTED SERVICES		DESCRIPTION
MACK INTEGRATED UPTIME		MACK INTEGRATED UPTIME - 60 MONTHS
MACK CONNECT LOCATION & REPORTING		MACK CONNECT LOCATION & REPORTING - 60 MONTHS
S FLEET INTEGRATION		WITHOUT FLEET INTEGRATION
S PARTNERED SERVICES		NO PARTNERED SERVICES PROVIDED



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: SHARED STREETS AND SPACES SAFETY IMPROVEMENTS DESIGN

CONTRACT # DPW 2025-03

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of May 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to Design the Shared Streets and Spaces Safety Improvements, for the Department of Public Works hereinafter referred to as "Program"; and

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

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

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

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, May 20, 2025 to August 20, 2025. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay **\$31,000.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed. Town will pay Consultant on basis of work performed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for a Design of the Shared Streets and Spaces Safety Improvements and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations as well as private industry best practices applicable to addressing user safety issues when designing shared streets and spaces applicable to Designing Shared Streets and Spaces programs.

9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

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

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

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

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

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

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

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such

other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

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

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

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

(*Consultant*) BETA Group, Inc.

By: _____



Title: Senior Vice President

Medfield Select Board

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Consultant by:

Kien Ho
Print Name

Senior Vice President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Mark R. Gershman _____, authorized signatory for
name of signatory

BETA Group, Inc. _____, whose
name of consultant

principal place of business is at 701 George Washington Highway, Lincoln, RI 02865,

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

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


Signature

May 9, 2025

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

Board of Directors May 9, 2025

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

Kien Ho, Senior Vice President

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

Secretary

I, Mark R. Gershman 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 April 2, 2025.

Board of Directors



Clerk of Corporation

SEAL



ATTACHMENT

A



February 10, 2025

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

RE: Professional Engineering Services for:
Design of Shared Streets & Spaces Program Locations
Main Street and North Street Improvements
Medfield, Massachusetts

Dear Mr. Goulet,

BETA Group, Inc. (BETA) is pleased to submit this letter proposal for design services for the following safety improvement locations identified and approved for as part of the Shared Streets and Spaces program.

1. Main Street at South Street and Janes Avenue (curb extensions and crosswalks)
2. Pleasant Street at Main Street and Janes Avenue (curb extension, ramps, and crosswalks)
3. North Street at Frairy Street and Janes Avenue (curb extension, ramps, crosswalks, RRFB)
4. Main Street at Park Street, Upham Road and Miller Street (curb extension, crosswalks and RRFB)

The design services will consist of developing design plans for the contractor to install the proposed curb extensions to be delineated by both pavement markings and flex posts. Crosswalk markings will also be enhanced. Accessible ramps will be reconstructed to meet ADA criteria, as needed, and where it is feasible within the public right of way. Proper curb extension taper transitions will be designed for vehicles to safely transition to the neck down area. Two solar RRFBs will be designed for the two specified locations.

General Scope of Services

Task 1 - Meetings and Coordination:

Meet with Town officials to discuss the project and obtain any background information and/or project materials/study locations that the Town may have. Also, discuss distinctive design features and requirements, and confirm study area coverage with Town officials. One additional meeting is anticipated for a total of two virtual meetings. \$3,500

Task 2— Field Investigation:

Perform on-site field investigation for all the locations to validate existing field condition and intersection geometry associated with the proposed improvement design features. Review and obtain roadway and intersection characteristics, geometric conditions, width, on street parking, accessible ramp conditions, pavement type and condition of surface, sidewalk, types of traffic control, speed limit, and notable sight distance issues. Observe traffic operations (vehicle queues) at impacted intersections. Validate safety design feature adequacy such as proposed tapering in and out of the proposed curb extension areas and related to on street parking. Validate proposed crosswalk

alignment and accessible ramps for ADA compliance. \$2,500

Task 3 — Design Plans:

Base plan will be developed using best available on-line imagery. It is understood that field survey will not be required. Develop design layout per MassDOT design standards. Based on the concept plans submitted with the grant application we have estimated up to six (6) curb ramps will require reconstruction and design details to meet ADA standards and that all work can be completed within the public right of way. Draft submission will be submitted to the town for comment. Comments will be incorporated, and a final submission will be provided to the town. \$18,500

Task 4 – Prepare Specifications and Update Construction Cost

Prepare specifications for pavement markings, flex post and RRFBs. It is our understanding that the Town would prefer chlorinated rubber paint over thermoplastic and the specifications will be in MassDOT format. \$4,500

Task 5 – Construction Services

Review shop drawing submission for equipment. Address up to three (3) design related questions from the contractor. \$2,000

Fee Proposal

The estimated fee for the Scope of Work as described above is a lump sum fee not to exceed thirty-one Thousand Dollars (\$31,000) without additional authorization by the Town of Medfield.

We look forward to assisting the Town of Medfield on this important assignment. Should you have any questions or comments please feel free to contact me.

Sincerely,
BETA Group, Inc.



Jaklyn Centracchio, PE, PTOE
Senior Project Manager

Cc: Kien Ho, BETA Group, Inc

**DEPARTMENT OF PUBLIC WORKS
MEDFIELD, MASSACHUSETTS**

CONTRACT AMENDMENT NO. 1

**AGREEMENT
FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH
MEDFIELD STATE HOSPITAL
PEER REVIEW SERVICES**

MAY 2025



THIS CONTRACT AMENDMENT, is entered upon May _____ in the year Two Thousand and Twenty Five, and amends the Agreement dated April 26, 2022 by and between the CLIENT, acting through its Select Board (hereinafter called the OWNER), and ENVIRONMENTAL PARTNERS GROUP, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business at 1900 Crown Colony Drive, Quincy, Massachusetts (hereinafter called Apex Companies or Apex).

WITNESSETH, that in consideration of the mutual agreements herein contained, the parties hereto agree to amend the above referenced contract.

Make the following changes to the Scope of Services.

Additional Scope of Services:

Task 3 – Planning Board Peer Review

Apex proposes the following additional scope of services to assist the Medfield Planning Board with the review of the Medfield State Hospital Redevelopment.

- Review the Site Plan Approval closeout documents submitted by the Applicant for compliance with the conditions of approval in the original Decision by the Medfield Planning Board, dated April 10, 2023.
- Review the Definitive Subdivision Plan Application materials submitted by the Applicant for conformance to the Town of Medfield Bylaws Chapter 310, Subdivision of Land.
- Review the Definitive Subdivision Plan Application materials submitted by the Applicant for conformance to the Town of Medfield Bylaws Chapter 235, Stormwater Management.
- Attend up to two (2) remote public hearings with the Medfield Planning Board.

Task 4 – Board of Health Peer Review

Apex proposes the following additional scope of services to assist the Medfield Board of Health with the review of the Medfield State Hospital Redevelopment.

- Review the materials submitted by the Applicant to the Medfield Board of Health for conformance to the "Medfield Board of Health Regulations for Storm Water and Runoff Management" (dated April 1991, amended January 2000).
- Attend up to one (1) remote public hearing with the Medfield Board of Health.

All terms and conditions contained in the original contract dated April 26, 2022 not inconsistent herewith shall remain in full force and effect.

Compensation:

Compensation for services described above shall be made on the basis of a not to exceed fee of Twenty-Seven Thousand Three Hundred Dollars (\$27,300). Apex's current rate schedule (in effect April 1, 2025 through March 31, 2026) is attached. The break down by task is provided in the table below:

Contract Task	Contract Budget	Amendment No. 1 Fee	Total Fee
Task 1: On-Call Utility Peer Review	\$20,000	---	\$20,000
Task 2: On-Call Transportation Peer Review			
Task 3: Planning Board Peer Review	---	\$19,900	\$19,900
Task 4: Board of Health Peer Review	---	\$7,400	\$7,400
Total	\$ 20,000	\$ 27,300	\$ 47,300

Source of Payment:

Limitation of Client's Liability: Apex acknowledges that the fees for its services are being paid by the Project Applicant(s), aspects of which Project Apex is reviewing, and that the Client is not and shall not be individually liable therefor. The Client represents that the funds, which it has received from the Project Applicants, are sufficient to pay for Apex's initial services, where such funds are based on estimates provided by Apex. If additional reviews are required, Apex will notify the Client, and the Client will obtain additional funds from the Project Applicants. Upon notice from the Client that it is in receipt of additional funds, Apex will perform the additional review. It shall be Apex's responsibility to ensure that it has been notified by the Client that additional funds have been received prior to Apex's undertaking any additional Client-requested services. Apex shall not exceed the amounts specified without prior written authorization from Client. Said fees shall cover all services provided by Apex and all expenses incurred by Apex in providing the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract Amendment as of the day and year herein below written.

Town of Medfield
Medfield, Massachusetts

CLIENT SIGNEE Title

CLIENT SIGNEE **Title**

CLIENT SIGNEE Title

CLIENT SIGNEE Title

CLIENT SIGNEE Title

Date

Environmental Partners Group, LLC (A subsidiary of Apex Companies, LLC)

Environmental Partners Group, LLC

Dave N. Patangia, P.E., Division Manager

5-12-25

Date



Standard Billing Rates*

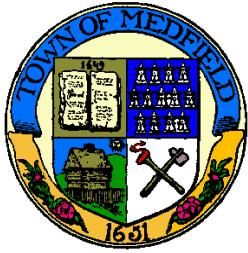
Environmental Partners Group, LLC

Environmental Partners CT, Inc.

*Effective until March 31, 2026

Category	Hourly Rate
Senior Principal	\$295
Principal	\$275
Senior Project Manager	\$260
Project Manager	\$248
Senior Project Engineer/Scientist	\$220
Sr. GIS Coordinator	\$200
Project Engineer	\$190
Project Scientist GIS Coordinator	\$185
Engineer GIS Specialist	\$165
Scientist	\$145
GIS Technician	\$140
Technician	\$120
Clerical	\$105
<u>Resident Project Representatives</u>	
Horizontal Construction	\$140
Vertical Construction	\$150
Island or Night Work Construction	\$165

Reimbursable expenses are billed at cost plus 15 percent. Mileage is billed at the current IRS mileage rate.



TOWN OF MEDFIELD

Board of Appeals on Zoning

459 MAIN STREET MEDFIELD, MA 02052

(508) 906-3027
(508) 359- 6182 Fax

LEGAL NOTICE BILLING AGREEMENT FORM

The Director of Land Use will prepare and submit legal notices to be published in Hometown Weekly. This legal notice will be published in two consecutive issues of the newspaper, at least 14 days prior to the date of your hearing. ***The cost varies based upon the applicants request, information required, and number of hearings included on the notice.*** The average cost of recent legal ads is between \$200 - \$400. Checks are to be made payable to Hometown Weekly and submitted to the Director of Land Use to your public hearing.

Applicant Name: Town of Medfield

Telephone Number: (508) 906-3011

Email Address: ktrierweiler@medfield.net

Property Address: 1 Ice House Road, Medfield, MA 02052

Parcel ID: Map 56 Lot 43

I hereby agree to provide a check in the sum of the ad proof total provided by the Director of Land Use for the required legal notice for a public hearing before the Zoning Board of Appeals.

5/7/25

Applicant Signature

Date

Please Note: This form must be returned to the Zoning Board of Appeals when submitting your application.



SECTION 6 FINDING WORKSHEET FOR ONE- & TWO- FAMILY RESIDENTIAL DWELLINGS

For Single & Two-Family Dwellings (per Zoning Bylaw §300-9.1.C.1): Please return this sheet with your building permit application to disclose if your lot or structure is nonconforming and to determine if your proposed plan requires a special permit by the ZBA. [Note: changes to structures or demolition of structures over 50 years old may require Historic Commission review pursuant to the [Demolition Delay Bylaw](#)]

Applicant's Name Town of Medfield _____ Map 56 Lot 43 _____

Locus Address 1 Ice House Road _____ Zoning District RT/IE _____

Is this a teardown? Yes / No (teardowns may require ZBA review)

Aquifer Protection District? Yes / No [If Yes: Primary / Secondary / Well]

The Aquifer Protection District may affect lot coverage thresholds. Please refer to Zoning Bylaw Article [16](#), check with your surveyor/engineer, or refer to the "maps" tab in the Assessors [GIS Database](#).

A note regarding plot plans: Plot plans should be current, show all dimensions for compliance with current zoning, and be stamped by a Registered Land Surveyor. Mortgage plans are not acceptable.

MEASUREMENT	REQUIRED	EXISTING	✓ Or X	PROPOSED	✓ Or X
(Refer to Article 2 , Definitions, for various methodologies in calculating requirements)	(Refer to Chapter 300b and Chapter 300c)	(Refer to your <u>existing</u> site plan)			
Lot area	40,000	264,614	✓	264,614	✓
Frontage	142	265.45	✓	265.45	✓
Lot Width	175	268	✓	268	✓
Lot Depth	150	430	✓	430	✓
Perfect Square	142 x 142	268 x 268	✓	268 x 268	✓
Front Yard Setback	40	245	✓	192	✓
Side Yard Setback	15	122	✓	15	✓
Rear Yard Setback	50	110	✓	110	✓
Floor Area Ratio	Allowed 0.25	0.03	✓	0.03	✓
% Lot Coverage	Allowed 15.0%	22.4% (22.4%)*	X	22.8% (22.3%)*	X
Building Height	35	28	✓	28	✓

✓ indicates that the dimension complies with current zoning / X indicates that the dimension does not comply with current zoning

*Lot coverage denoted in parenthesis represents effective lot coverage

- The proposed alteration will not increase the existing non-conforming nature of the structure.
- The proposed alteration will either intensify any existing nonconformities or result in additional nonconformities and requires a special permit from the Zoning Board of Appeals.

Building Commissioner

Date

cc: ZBA

Other notes:

**THIS SECTION TO BE FILLED
OUT BY THE BUILDING
COMMISSIONER**

REQUIRED FINDINGS
to be filled out by applicant

UTILITIES:

Water: Town Well

Sewer: Town Septic System

Notes:

Water and sewer utilities are existing. No new proposed.

FAMILY APARTMENTS:

The Applicant acknowledges the provisions of Medfield Zoning Bylaw Section 300-14.10.I.(3) & (4) that a family Apartment Special Permit is temporary and subject to conditions of approval, including but not limited to annual an affidavit under the pains and penalties of perjury that the person(s) listed continues to reside within the Family Apartment. Future use of the space is contemplated as:

Name of person(s) to occupy the family apartment:

ALL SPECIAL PERMITS:

The Board of Appeals may grant a special permit if it concludes that a special permit is warranted by the application and the evidence produced at the public hearing and if it makes the following specific findings of fact, pursuant to [Medfield Zoning Bylaw Section 14.10](#):

(1) Overall design is consistent and compatible with the neighborhood, including as to factors of building orientation, scale, and massing. (*Describe the proposed construction in the context of the existing surroundings. If an addition, will the siding, windows, shingles etc. match existing. Does the proposal fit into the streetscape and larger area?*)

The proposed garage structure will be similar in orientation, height (28' \pm), and architecture with the existing Council on Aging building and the residential structures located on the abutting property to the west. Refer to attached architectural plans.

(2) Vehicular traffic flow, access and parking and pedestrian safety are properly addressed such that the proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking in the neighborhood. (*Describe additional vehicles and parking spaces required by the proposal as well as road access on public or private ways and any other information. Commercial or multi-family residential projects may require a traffic study prepared by a registered engineer.*)

The proposed project will not result in a change to vehicular traffic. Although the proposed project will result in a net reduction of 4 excess parking spaces, the total provided parking will remain in compliance with the requirements of section 300-8.1.

(3) Drainage, utilities and other infrastructure are adequate or will be upgraded to accommodate development. (*Describe utility connections potential impacts to public wells, aquifers, municipal water mains, nearby private wells.*)

No new public utility connections are proposed as part of the project and the site is currently served by Town sewer and water. Electric service will be provided to the new garage structure from on-site infrastructure. The impervious area draining to the existing stormwater infrastructure will be reduced and the new roof area will be fully captured and recharged via a small infiltration basin resulting in no increase in effective lot coverage.

(4) The proposed use will not have any significant adverse effect upon properties in the neighborhood, including property values. (*Describe any aspects of the project that could be unsafe to those in and around the property i.e. manufacturing, research and design. Commercial or multi-family residential projects may require an analysis prepared by a real estate appraiser.*)

The proposed structure will be used to garage existing transportation vehicles that are currently parked on the site. There will be no adverse impacts or safety issues upon properties in the neighborhood.

(5) Project will not adversely affect or cause substantial damage to any environmentally significant natural resource, habitat, or feature or, if it will, proposed mitigation, remediation, replication, or compensatory measures are adequate. (*Describe potential impacts to natural resources (tree clearing, proximity to wetlands, etc. If Conservation Commission approval is necessary, please attach approval to application.*)

The project is not in proximity to wetland resources and proposes only minimal clearing of vegetation in a developed area of the site. New plantings are proposed to enhance the site and to provide screening to adjacent properties. Stormwater runoff from all new impervious area at the site will be fully captured and recharged with no impact to downstream properties.

(6) Number, height, bulk, location and siting of building(s) and structure(s) will not result in abutting properties being deprived of light or fresh air circulation or being exposed to flooding or subjected to excessive noise, odor, light, vibrations, or airborne particulates. (*Describe existing and proposed drainage systems and conditions. All stormwater should be collected/treated/infiltrated on-site. If Board of Health approval is necessary, please attach approval to application.*)

The proposed structure will meet setback and height requirements and will not result in abutting properties being deprived of light or fresh air circulation. In addition, all stormwater runoff from new impervious surfaces will be fully captured and recharged with no impact to abutting properties. The proposed structure will not create any new noise, odor, vibration, or airborne particulate impacts. Lighting will be limited to low-intensity lighting to the extent required by the building code.

(7) Water consumption and sewer use, taking into consideration current and projected future local water supply and demand and wastewater treatment capacity, will not be excessive. (*Describe existing and proposed water and wastewater systems and conditions.*)

No changes to water consumption or sewer use are proposed.

(8) The Proposed use will not create any hazard to public safety or health in the neighborhood. (*Describe proposed use and ancillary specifications relating to any noise or vibration producing conditions or mechanical systems, describe site lighting (all new lighting should be "dark-sky compliant"), and describe potential odors to be produced on site. Nuisance can be subjective but describe potential factors and mitigation measures.*)

Refer to sections (4) and (6) above.

(9) If public sewerage is not provided, plans for on-site sewage disposal systems are adequate and have been approved by the Board of Health. (*Describe existing and proposed wastewater systems and conditions.*)

The project site is served by existing Town sewer and no changes are proposed to this service.

VARIANCES: (*See MGL c. 40A Section 10*) Attach additional sheets if necessary.

1. What circumstances exist relating to the shape, topography, or soil conditions of the subject property, which do not generally affect other land in the zoning district?

2. What substantial hardship is caused by the circumstances listed above, when the Medfield Zoning Bylaw is applied?

3. State why you believe the grant of relief would not nullify or derogate from the intent of the Zoning Bylaw.

PARKING FOR MULTI-FAMILY AND COMMERCIAL PROPOSALS:

REFER TO [300-8.1, Table of Off-Street Parking Standards](#)

<u>USE CATEGORY</u> <u>(ACCESSORY DWELLING, RETAIL, OFFICE, SERVICE, ETC.)</u>	<u>REQUIRED # OF SPACES</u> <u>(UNIT, FLOOR AREA, EMPLOYEES, SEATS, CLASSROOM, BAYS, ETC.)</u>	<u># OF SPACES PROVIDED ON PLAN</u>	<u>TOTAL SPACES AVAILABLE FOR USE:</u>
Community Facility	27 Spaces	82 Spaces	82 Spaces

HERE IS SOME GENERAL GUIDANCE FOR PREPARING FOR YOUR PUBLIC HEARING:

USE SPECIAL PERMIT REQUIREMENTS:

- Be able to provide information as required under [Section 14.10](#) and particularly subsection E 1-9.

GENERAL OPERATIONAL QUESTIONS:

- Fully explain nature of business (and potential for growth, if applicable)
- Hours of operation?
- Number of employees (including you; now and future growth):
- Parking (review requirements in Section 8 of the zoning bylaw):
 - Total number of parking spaces at your location?
 - Number of parking spaces dedicated to your proposed use?
 - Is that adequate to meet the requirements of [300-8.1, Table of Off-Street Parking Standards](#)?
- Are any exterior renovations proposed?
- Are any interior renovations proposed?
- What is the noise that is generally associated with your proposed use?
 - Would it disrupt neighbors?
- Do you need extra outdoor lighting? Is lighting dark-sky compliant? On timer?
- Do you anticipate that ancillary traffic from your use will impact any surrounding neighborhoods?
- Do you have need signage?
 - All signage must comply with the Sign Bylaw (Section 13 of the zoning bylaw)
- Do you need other approvals (i.e. Conservation Commission, Board of Health, or Board of Water & Sewerage)? Please touch base with those departments
- Are you on town water and/or town sewer?

AQUIFER PROTECTION:

For Special Permits in the Aquifer Protection District: Have your engineer go through [Section 16](#) thoroughly to be able to provide any documentation necessary for the Board's approval.

STORMWATER:

Be sure to have your stormwater approval from the Board of Health in hand before coming to the ZBA.



TOWN OF MEDFIELD

BOARD OF APPEALS ON ZONING

459 Main Street, Medfield, MA 02052

Phone: 508-906-3027
Fax: 508-359-6182

RULES AND REGULATIONS

In accordance with the provisions of Massachusetts General Laws, Chapter [40A](#), Section [12](#), and the [Zoning Bylaw](#) of the Town of Medfield, the following rules are hereby adopted for conducting Board of Appeals business:

1. Any person desiring to apply for a Special Permit or Variance hereunder shall submit an application in writing to the Board of Appeals with a copy to the Building Inspector, the Board of Health, the Planning Board and the Town Clerk. Each application shall contain the following information:
 - A) The full name, address and telephone number of the applicant.
 - B) The full name, address and telephone number of the record owner of the real estate concerning which the Special Permit or Variance is sought, if different from the applicant.
 - C) If the applicant is other than the record owner of the real estate, the nature of the applicant's interest in the real estate (i.e. lease, option to purchase, etc.).
 - D) The street address and zoning district for the property concerning which a Special Permit or Variance is sought. Please include a copy of your deed, copy of the subdivision plan, and any applicable easement documents.
 - E) A written summary of any construction or change which the applicant intends to make to the property if the Special Permit or Variance is granted.
 - F) A current plot plan showing the boundary lines of the premises and the locations of structures thereon. The plot plan must be fully dimensioned and show current/existing conditions and proposed conditions. Please submit five (5) 11" x 17" plan sets and two (2) full-sized sets, if needed due to size of property.
 - G) Floor plans and elevations showing any proposed construction, alterations or renovation of the premises for which the Special Permit or Variance is sought.
 - H) If the proposed use contemplates removal or disturbance of any earth, topographical plans of the property shall be furnished which show existing and finished ground contours at two-foot intervals.
 - I) If the application is made for a determination under M.G.L Chapter 40A, Section 6, a chart showing the zoning requirements of the district as set forth in [Chapter 300b Table of Area Regulations](#) and [Chapter 300c Table of Height and Bulk Regulations](#), the existing dimensions of the lot and structures and the proposed dimensions of the lot and structures, if the relief is granted.
 - J) The Building Commissioner MUST sign-off on your application prior to submittal to the ZBA.
2. The Board of Appeals may require from any applicant for a Special Permit or Variance a written narrative stating how they meet the criteria for the Special Permit or Variance and may require any additional information as it may need to determine the effect of the proposed use upon neighboring persons and property and upon the welfare of the Town.
3. In any Special Permit which is sought in the [Flood Plain, Watershed Protection District](#) or [Aquifer Protection District](#), the applicant shall submit plans showing the boundary line of said district on the lot which is the subject of the application. (See Articles [10](#), [11](#), and [16](#), [Medfield Zoning Bylaw](#).)
4. In any Special Permit which is sought for additional Maximum Lot Coverage for recreational facilities as defined in the Height and Bulk Regulations, the Applicant shall submit the following additional information: (See [Article 6](#), Medfield Zoning By-Law).

- A) The plot plan shall show all structures, impervious surfaces, recreational facilities and hardscapes, both proposed and existing.
- B) Calculations showing the existing lot coverage, the proposed lot coverage, and the lot coverage above the maximum lot coverage. These calculations should be presented in square feet and as a percentage.
- C) The Applicant shall provide provisions to infiltrate the first 2-inches of rainfall for the entire area above the maximum lot coverage (both proposed and existing). These provisions shall be designed by a Professional Engineer registered in the Commonwealth of Massachusetts. The volume to be infiltrated shall be calculated as the entire area above the maximum lot coverage multiplied 2-inches. The Engineer shall provide a minimum of separation between the estimated seasonal high groundwater table and the bottom of the infiltration best management practice of 1-foot.
- D) The infiltration best management practice shall infiltrate all groundwater with 48-hours of the storm event.
- E) The areas to be infiltrated shall not include driveways and parking lots, without pretreatment. The plan shall show the location construction details of the infiltration best management practice.
- F) Some infiltrating techniques are considered Class V Injection Wells, as defined by 310 CMR 27.03, and are prohibited in the Primary Aquifer Zone, except by Special Permit, and are prohibited in the Zone I. The Applicant shall provide provisions to protect groundwater if these techniques are proposed in the Primary Aquifer Zone. (See Section 16 Aquifer Protection District, Medfield Zoning By-Law)
- G) Upon completion of the project, the Professional Engineer shall provide the following certification: "The Stormwater infiltration best management practice, approved by Medfield Special Permit No. _____ has been installed in accordance with the approved plans." This certification shall be provided with an as-built drawing delivered to the Board and to the Building Commissioner.

5. In any Special Permit which is sought for a Family Apartment pursuant to Section 14.10.I.(3), the applicant shall provide the name(s) of the person(s) to occupy the Family Apartment, describe to the Board the circumstances (such as the age, physical condition or financial circumstances) that make it necessary or desirable for the establishment of separate living quarters within the existing single family dwelling. The Board must find that the use is aesthetically consistent with other structures in the neighborhood and that said use is consistent with the purpose of the zoning bylaw. The Board may issue a special permit subject to the following conditions (including but not limited to):

- The Special Permit for the Family Apartment is expressly limited to occupancy by [*name of family member(s)*].
- The Special Permit for the Family Apartment shall terminate upon the happening of any of the following events:
 - a) Sale of the Locus; or
 - b) Death of both persons occupying the Family Apartment as identified above; or
 - c) Permanent change of domicile by the Applicants to some other location either within the Town of Medfield or elsewhere; or
 - d) Permanent change of domicile by the person(s) occupying the Family Apartment as identified above from said Family Apartment to some other location either within the Town of Medfield or elsewhere.
- In order to keep the Special Permit in full force and effect, the Applicants shall file annually with the Building Commissioner, on or before January 31 of each year, an affidavit under the pains and penalties of perjury that [*name of family member(s)*] continues to reside within the Family Apartment.

- In the event that the Special Permit is no longer in effect, the Applicants shall remove the cooking facilities from the space and replace the 220v outlet with a 110v outlet, and proceed with the alternative use of the space.

6. Upon receipt of an application by the Board of Appeals, the Assessors shall supply and certify a list of all owners of the property which will be affected by the relief sought, which shall, in any event, include the abutters, owners of land directly opposite on any public or private street or way and owners of land within 300 feet of the property line all as they appear on the most recent applicable tax list. Abutters in another town must also be notified, as should the Planning Boards of all abutting towns. Town lines and ways shall be disregarded in making this determination. Names and addresses shall be as they appear on the most recent tax lists of the town in which the owner of the interested land lies.
7. An application fee payable to the Town of Medfield shall accompany the application. There are no refunds for withdrawn or denied applications.
 - Residential Applications - \$300
 - Non-Residential Applications (building(s) footprint \leq 10,000 sf) - \$500
 - Non-Residential Applications (building(s) footprint $>$ 10,000 sf) - \$1,000
 - Modification Requests - \$300
8. The applicant shall, either, at the hearing or with the application, present satisfactory documentary evidence of the applicant's interest in the land in question.
9. In case of appeals from a decision of the building or other inspectors to grant or refuse to grant a permit, the applicant shall file with the Board, when filing the application for appeal, a copy of the original application to such inspector. In the event that the decision of such an inspector has been made in writing, a copy of such decision shall also be filed with the appeal.
10. In the event that a Variance or Special Permit is granted, the applicant shall be responsible for filing the decision after the 20-day appeal period in the Norfolk Registry of Deeds as required by MGL Ch 40A and providing the Board with proof of recording.
11. In all cases where a plan of land is in existence, and is to be considered by the Board, and is reasonably necessary for the consideration of the application, a copy of said plan shall be attached to the application.
12. The Board of Appeals reserves the right to refuse to entertain applications not in substantial compliance with these Rules.
13. Decisions on Variances are due 100 days from the date of the application. Decisions on Special Permits are due 90 days from the date of the hearing.
14. Following close of a hearing, there will be no communication, written, verbal or otherwise, with the Board until such time as a decision has been rendered, unless it has been established in writing that the hearing will remain open for additional information for a specified length of time.
15. The Board of Appeals, if it believes that a consultant would be of assistance to it in resolving issues requiring expertise which the Board does not possess, may require the Applicant to pay the reasonable fees of any such consultants.

Consultant Review Fees:

In accordance with M.G.L. Chapter 44, Section 53G, the Zoning Board of Appeals may impose project review fees for those applications which require the services of outside consultants for the review process due to the size, complexity, or scale of a proposed project; the need for additional expertise in the review; or because of the potential impacts of a project. The Board may engage engineers, planners, landscape architects, architects or other appropriate professionals. The general process is as follows:

- Upon receipt of a complete application package, the Town Planner will forward the project to the Board's preselected consultant for a scope and estimate.
- The applicant shall pay such fees to the Town of Medfield and such fees shall be deposited in a special interest bearing account with the Town.
- If additional funds are needed in the fee account, the Board will obtain an estimate from the consultant as to the amount necessary for completion of the remaining review(s). Said amount is to be paid by the developer prior to any further work being done by the consultant.
- If requested, the Town Planner will provide the applicant with established billing rates for engineering and legal services.

Expenditure of Fees

Outside consultants retained by the Board shall be paid from this special account. The expenditure of said fees shall be at the direction of the Board, without further appropriation. Said fees are to be expended only in connection with services rendered for the specific project for which the fees were collected.

Excess Fees

After completion of the Board's review of a project, any excess fee amount, including interest, shall be refunded to the applicant or the applicant's successor in interest and a final report of said account shall be made available to the applicant or applicant's successor in interest.

Failure to Pay Fee

Failure to pay a Review Fee by the applicant shall be grounds for disapproval of the subject application or the withholding of a building permit, inspection(s) or occupancy.

Administrative Appeals

The choice of a consultant selected by the Board for the review of an application may be appealed in writing to the Select Board by the applicant, provided such appeal is initiated within one week of submittal. The ground for such appeal shall be limited to claims that the selected consultant has a conflict of interest and the Board (at a posted meeting) may select another qualified consultant.

The required time limits for action upon an application by the Planning Board shall be extended by the duration of the administrative appeal. In the event that no decision is made by the Select Board within one month following the filing of an administrative appeal, the selection made by the Planning Board shall stand.

Reports

The Town Treasurer shall submit annually a report of said special account to the Select Board and Town Administrator.

The Town Treasurer shall cause said report to be published in the annual report the Town. The Town Treasurer shall submit annually a copy of said report to the director of the Bureau of Accounts.

REVISED TO: August 8, 2018

Published in *Medfield Press*: July 20, 2018 & July 27, 2018

Public Hearing Opened: August 8, 2018

Filed with Town Clerk: August 9, 2018

MEDFIELD BOARD OF APPEALS ON ZONING

John J. McNicholas, Chairman

William McNiff, Member

Michael Whitcher, Member

Charles H. Peck, Associate Member

Jared Spinelli, Associate Member

Jared Gustafson, Associate Member

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TOWN OF MEDFIELD, MASS
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TOWN CLERK

ZONING

300 Attachment 2

Town of Medfield

Table of Area Regulations
[Amended 4-24-2017 ATM by Art. 45]

Zoning District	Use	Minimum Required							
		Lots					Yards		
		Area* (square feet)	Perfect Square (feet)**	Frontage (feet)	Width (feet)	Depth (feet)	Front (feet)	Side (feet)	Rear (feet)
RE	Any permitted structure or principal use	80,000	180x180	180	225	200	40	25	50
RT	Any permitted structure or principal use	40,000	142x142	142	175	150	40	15	50
RS	Any permitted structure or principal use	20,000	96x96	96	120	125	30	12	40
RU	Single-family dwelling	12,000	80x80	80	100	100	20	12	30
	Two-family dwelling	20,000	100x100	100	100	100	20	12	30
	Multi-family dwelling (three units)	30,000	200x200	200	200	100	30	20	50
	Lot area per additional unit (4+ units)	8,000							
	Public housing for the elderly (1st unit)	12,000+	200x200	200	200	100	30	20	50
	(per additional unit)	2,000							
	Convalescent or nursing home	40,000	200x200	200	200	100	30	20	50
	Funeral home or mortuary establishment	40,000	200x200	200	200	100	30	20	50
	Any other permitted community facility	12,000	100x100	100	100	100	20	12	30
	Any other permitted structure or principal use	12,000	100x100	100	100	100	20	12	30
B	Automotive sales, service or repair establishment	40,000		200	200	100	25	12	12
	Motion picture or amusement & recreation	40,000		200	200	100	25	12	12
	Any other permitted business use	-0-		(See § 300-6.2R)		-0-	7***	****	-0-

MEDFIELD CODE

Zoning District	Use	Minimum Required							
		Lots				Yards			
		Area* (square feet)	Perfect Square (feet)**	Frontage (feet)	Width (feet)	Depth (feet)	Front (feet)	Side (feet)	
	Any permitted residential use	10,000		(See § 300-6.2R)	-0-	7***	****	-0-	
BI	Any permitted structure or principal use	10,000		60	60	60	10	6	12
IE	Any permitted structure or principal use (See notes in §§ 300-6.2 and 300-6.3)	40,000		200	200	200	25	25	25
A	Any permitted structure or principal use 10 acres (See § 300-5.5C.)								

NOTES:

- * Minimum lot area shall be calculated to include only contiguous land which is not in wetlands (see definition of "wetlands" in § 300-2.1); which is not in the Watershed and/or Floodplain District; nor in a detention pond, retention pond, or open drainage structure; and which does not have a slope greater than 20% for a distance of 50 feet in its natural and unaltered state. A lot which fails to meet these requirements by reason of excessive slope shall be subject to a special permit from the Board of Appeals as set forth in § 300-14.10.
- ** No structure shall be built on any lot in any Residential Zoning District unless the lot is of sufficient size and shape to contain a perfect square, as defined in this Bylaw, in accordance with the dimensions set out in the Table of Use Regulations.
- *** See § 300-6.2S.
- **** See § 300-6.2Q.

ZONING

300 Attachment 3

Town of Medfield

Table of Height and Bulk Regulations
[Amended 4-24-2017 ATM by Arts. 41 and 47]

District	Maximum Height (feet)	Permitted Height (stories)	Maximum Floor Area Ratio Including Accessory Buildings	Maximum Lot Coverage	Multifamily Dwelling Minimum Unit Floor Area (square feet)
A*					
RE	35	2 1/2	0.20	10%	Not permitted
RT	35	2 1/2	0.25	15%	Not permitted
RS	35	2 1/2	0.35	20%	Not permitted
RU Single-Family	35	2 1/2	0.35	30%	Not applicable
RU Two-Family	35	2 1/2	0.35	25%*** 30%****	Not applicable
RU Multi-Family	35	2 1/2	0.35	35%	500 450**
B	35	3	0.75	90%	Not permitted
BI	30	2	0.75	90%	Not permitted
IE	35	2	0.50	90%	Not permitted

NOTES:

* See § 300-5.5.

** 450 square feet required for public housing for elderly.

*** See § 300-14.15.

**** See § 300-14.15G, Historic preservation incentive for two-family dwellings in the RU Zoning District.

Dimensional Chart -- Definitions / Methodology

Structure, Nonconforming – A structure lawfully existing at the effective date of this Bylaw or any amendment thereto, which is not in conformity with all provisions of this Bylaw.

Lot – An area or parcel of land in the same ownership, or any part thereof designated by its owner or owners as a separate lot, which is bounded by front, side and rear lot lines as defined in this Bylaw. A parcel shall not be designated a lot unless it conforms with the Table of Area Regulations, §300- 6.2. An owner shall retain the right to alienate any parcel or portion of any parcel regardless of whether or not it is a legal lot under this Bylaw. For purposes of this Bylaw, a lot may or may not have boundaries identical with those recorded in the Norfolk County Registry of Deeds.

Lot, Nonconforming – A lot lawfully existing at the effective date of this Bylaw, or any amendment thereto, which is not in conformity with all provisions of this Bylaw.

Frontage – A continuous portion of a sideline of one street between the side lines of a lot which provides primary and actual vehicular and pedestrian access from said street to the principal use of a lot; said access must also be both objectively safe and practical.

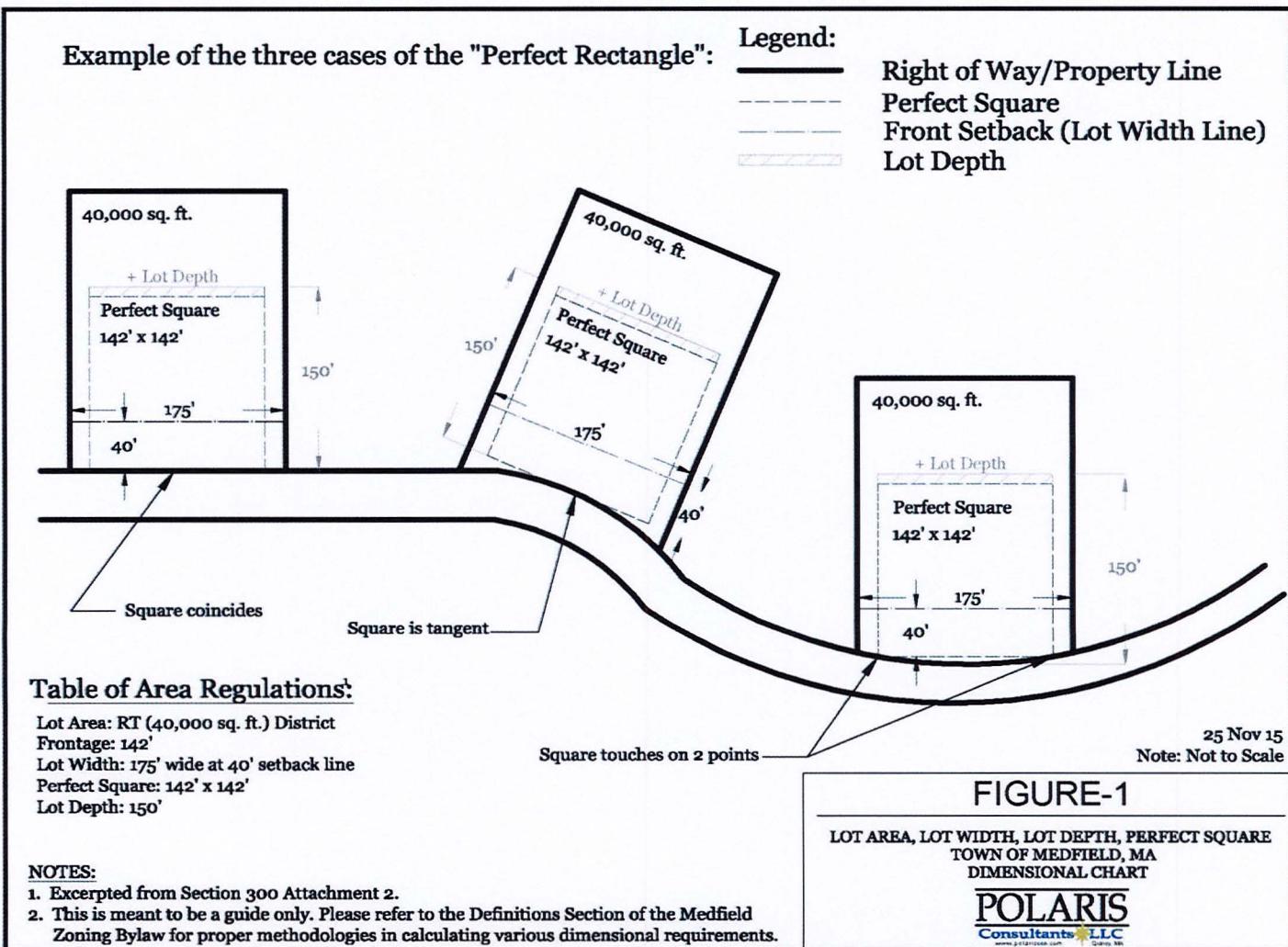
Lot Width – The horizontal distance between the side lot lines as measured at the required front yard depth which may or may not coincide with the actual front setback line.

Lot Depth – The minimum length of any line drawn from, and perpendicular to, the front lot line that is all within the area of the lot. In the case of a curved front lot line, such line must be perpendicular to a line tangent to the front lot line at the point that will result in the minimum length of such a line all within the area of the lot.

Perfect Square – A square, the dimensions of which are set out in the TABLE OF AREA REGULATIONS for each zoning district, which must fit entirely within a lot and one side of which must coincide with or be tangent to or touch on two points the Front Lot Line.

Lot Line, Side – Any lot line not a front or rear lot line.

Yard, Side – An unoccupied space extending for the full length of a building between the nearest building wall and the side lot line.



Dimensional Chart -- Definitions / Methodology

Lot Line, Front – Same as Frontage. Provided, however, that on a corner lot only one street line shall be considered the front line, except in those cases where the latest deed restrictions specify another line as the front lot line. The front lot line must be located so as to be able to provide primary access to the lot.

Yard, Front – A space extending for the full width of the lot between the front line of the nearest building wall and the front lot line.

Lot Line, Rear – The lot line opposite the front lot line, except in the case of a corner lot the owner shall have the option of choosing which of the two lot lines which are not street lines is to be considered the rear lot line.

Yard, Rear – A space, unoccupied, except by an accessory structure or accessory use as herein permitted, extending for the full width of the lot between the rear line of the building wall and the rear lot line.

Floor Area, Net – The sum of the areas of the several floors of a building, measured from the exterior faces of the walls, including basement areas. It does not include unenclosed porches, or attics not used for human occupancy or any floor space in accessory buildings or in the main building intended and designed for the parking of motor vehicles in order to meet the parking requirements of this Bylaw, or any such floor space intended and designed for accessory heating and ventilating equipment.

Floor Area Ratio (F.A.R.) – The ratio of the net floor area of the principal building to the total lot area.

Lot, Percentage Maximum Coverage – This is the percentage of any lot that can be covered by man-made impervious surfaces such as buildings, structures, accessory buildings and structures, non-porous paving, or any surface with a percolation rate slower than 120 minutes per inch.

Height – The vertical distance, not to exceed the maximum identified in the Table of Height and Bulk Regulations, between the highest point of the roof and the average elevation of the naturally existing grade (the measurements to be taken around the structure, or at the four corners) prior to any excavation, leveling, grading, or filling at the building foundation. The maximum height is exclusive of chimneys, air shafts, ventilators, vents, lightning rods or similar items which may be of the height required for proper operation or use. Building height applies to all buildings and/or structures. The building shall remain in compliance with the height requirement after final grading.

Story – A "story" is defined as that part of a building between any floor and the floor or roof next above. For the purposes of this Zoning Bylaw, where a building is not divided into stories, a story shall be considered fifteen (15) feet in height. A story shall be at least 50% above grade.

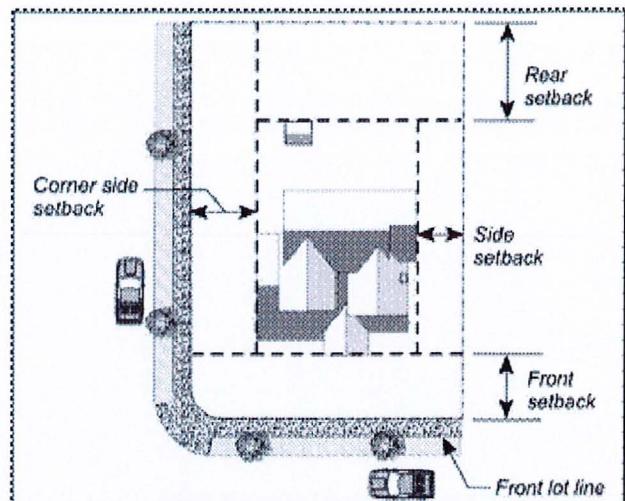


Figure 1 - Setbacks (for illustrative purposes only; No allowed projections into setbacks)

**TIME LINES SET FORTH IN
MASSACHUSETTS GENERAL LAWS**

Each application for a special permit shall be filed by the petitioner with the city or town clerk and a copy of said application, including the date and time of filing certified by the city or town clerk, shall be filed forthwith by the petitioner with the special permit granting authority (*Board of Appeals*). The special permit granting authority shall hold a *public hearing*, for which notice has been given as provided in section eleven, on any application for a special permit *within sixty-five days from the date of filing* of such application; provided, however, that a city council having more than five members designated to act upon such application may appoint a committee of such council to hold the public hearing. The *decision* of the special permit granting authority shall be made *within ninety days following the date of such public hearing*. The required time limits for a public hearing and said action, may be extended by written agreement between the petitioner and the special permit granting authority. A copy of such agreement shall be filed in the office of the city or town clerk. A special permit issued by a special permit granting authority shall require a two-thirds vote of boards with more than five members, a vote of at least four members of a five member board, and a unanimous vote of a three member board.

M.G.L. Chpt. 40A, Section 9 – regarding special permits (emphasis supplied)

Meetings of the board shall be held at the call of the chairman or when called in such other manner as the board shall determine in its rules. The board of appeals shall hold a hearing on any appeal, application or petition within sixty-five days from the receipt of notice by the board of such appeal, application or petition. The board shall cause notice of such hearing to be published and sent to parties in interest as provided in section eleven. The chairman, or in his absence the acting chairman, may administer oaths, summon witnesses, and call for the production of papers.

The concurring vote of all members of the board of appeals consisting of three members, and a concurring vote of four members of a board consisting of five members, shall be necessary to reverse any order or decision of any administrative official under this chapter or to effect any variance in the application of any ordinance or by-law.

All hearings of the board of appeals shall be open to the public. The *decision* of the board shall be made *within one hundred days* after the date of the filing of an *appeal, application or petition, except in regard to special permits, as provided for in section nine*. The required time limits for a public hearing and said action, may be extended by written agreement between the applicant and the board of appeals.

M.G.L. Chpt. 40A, Section 15 – regarding appeals and variances (emphasis supplied)

PART I ADMINISTRATION OF THE GOVERNMENT**TITLE VII CITIES, TOWNS AND DISTRICTS****CHAPTER 40A ZONING****Section 10 Variances**

Variance cannot be granted unless the ZBA specifically finds that all conditions have been met (see conditions 1, 2, 3 below)

Section 10. The permit granting authority shall have the power after public hearing for which notice has been given by publication and posting as provided in section eleven and by mailing to all parties in interest to grant upon appeal or upon petition with respect to particular land or structures a variance from the terms of the applicable zoning ordinance or by-law where such permit granting authority specifically finds that¹ owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant,³ and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law. Except where local ordinances or by-laws shall expressly permit variances for use, no variance may authorize a use or activity not otherwise permitted in the district in which the land or structure is located; provided however, that such variances properly granted prior to January first, nineteen hundred and seventy-six but limited in time, may be extended on the same terms and conditions that were in effect for such variance upon said effective date.

Use variance must be expressly authorized in the by-law. No such use variances are provided for in the Medfield Zoning Bylaw.

The permit granting authority may impose conditions, safeguards and limitations both of time and of use, including the continued existence of any particular structures but excluding any condition, safeguards or limitation based upon the continued ownership of the land or structures to which the variance pertains by the applicant, petitioner or any owner.

Variance not to be conditioned on continued ownership

If the rights authorized by a variance are not exercised within one year of the date of grant of such variance such rights shall lapse; provided, however, that the permit granting authority in its discretion and upon written application by the grantee of such rights may extend the time for exercise of such rights for a period not to exceed six months; and provided, further, that the application for such extension is filed with such permit granting authority prior to the expiration of such one year period. If the permit granting authority does not grant such extension within thirty days of the date of application therefor, and upon the expiration of the original one year period, such rights may be reestablished only after notice and a new hearing pursuant to the provisions of this section.

Rights authorized by variance must be exercised within 1 year; extensions allowed

Residential Lot Coverage

Residential lot coverage is an important zoning tool to aid in controlling the size and bulk of new dwellings, expansions, and teardowns and also to manage the amount of stormwater runoff from properties that may affect adjacent properties and the Town of Medfield's stormwater system. Any increase of impervious surface may be affected, even if it is a simple patio or pool project. (Refer to Zoning Bylaw Section 300-[6.3.D](#) and [Attachment 3](#).)

	RU	RS	RT	RE
Maximum Lot Coverage by Zoning District	35%	20%	15%	10%
Secondary Aquifer Protection Overlay (if applicable *see reverse)	15%	15%	15%	15%

**Aquifer Protection District (Zoning Bylaw Section 300-[16](#)): Many lots are also located in a zoning overlay district adopted to preserve and maintain the quality and quantity of the existing potential groundwater supply within the known aquifers of the Town by protecting the groundwater and groundwater recharge areas from adverse land use practices. Lots located in the Secondary Aquifer Protection Overlay shall have no more than 15% or 2,500 square feet of the lot (whichever is greater) be rendered impervious unless a system for artificial recharge of precipitation is approved. Artificial recharge systems may not permit a lot coverage that exceeds that of the underlying zoning district.*

LOT, PERCENTAGE MAXIMUM COVERAGE - The percentage of any lot that can be covered by man-made impervious surfaces such as buildings, structures, accessory buildings and structures, nonporous paving, or any surface with a percolation rate slower than 120 minutes per inch. ([Zoning Bylaw 300-2.1](#))

Calculate the total area of impervious surface on the Property – Each residential lot has a Maximum Lot Coverage, expressed as a percentage, which represents the maximum amount of impervious surface allowed on a particular lot. Maximum Lot Coverage is computed as the total amount of impervious surface on the lot divided by the total lot area. Impervious surfaces on a lot include, but are not limited to:

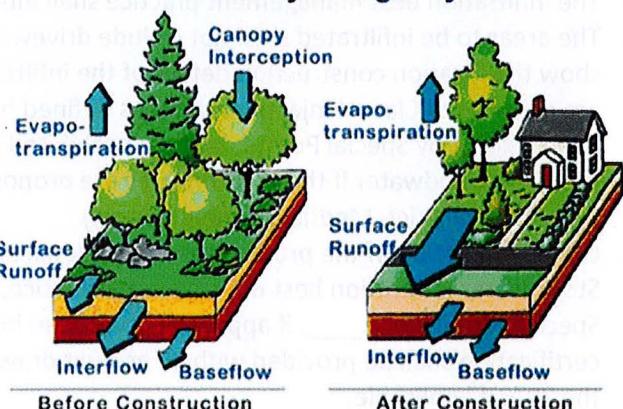
Pervious

- Lawn, Sod
- Decks with at least 3/16" space between slats
- Garden, mulched areas
- Undisturbed woods, forest, meadow, pasture, farmland, wetlands, streams, brooks
- Loose, crushed, or non-compacted gravel
- Stormwater basins
- Engineered and maintained porous pavement and surfaces (Designed and construction certified by Professional Engineer. Maintained in accordance with Town approved Operations and Maintenance (O&M) plan. Submit reports to Building Department for record.)

Impervious

- Buildings (house, garage, sheds, barns, and other accessory structures)
- Paved Surfaces, Walkways and Driveways, Parking areas
- Decks without at least 3/16" space between slats
- Recreational structures such as sports courts, swimming pools, and spas
- Compacted soil and graveled areas
- Unmaintained permeable pavers/pavement
- Materials such as bluestone, cobblestone, Belgian block, brick, pavers, stone, tile, stone dust, and similar hardscaped surfaces

Local Hydrologic Cycle



Residential Lot Coverage

Description of impervious surfaces	Length*	Width*	Area*
#1			
#2			
#3			
#4			
#5			
#6			
(a) Total area of all impervious surfaces (sf) =			(a)

*calculate the area of irregular impervious surfaces as needed

Total Lot Size (sf)	X	X	= (b)
(a) Total area of all impervious surfaces (sf)	Max %	=	Max lot coverage (sf)
(a) Total area of all impervious surfaces (sf)	Must be less than	<	(b) Max lot coverage (sf)

*** Requirements for use of systems for the artificial recharge of precipitation (if applicable) –** The following shall be submitted to the Building Commissioner and the Zoning Board of Appeals, if applicable:

- A) The current certified plot plan shall show all structures, impervious surfaces, recreational facilities and hardscapes, both proposed and existing.
- B) Calculations showing the existing lot coverage, the proposed lot coverage, and the lot coverage above the maximum lot coverage. These calculations should be presented in square feet and as a percentage.
- C) The Applicant shall provide provisions to infiltrate the first 2-inches of rainfall for the entire area above the maximum lot coverage (both proposed and existing). These provisions shall be designed by a Professional Engineer registered in the Commonwealth of Massachusetts. The volume to be infiltrated shall be calculated as the entire area above the maximum lot coverage multiplied 2-inches. The Engineer shall provide a minimum of separation between the estimated seasonal high groundwater table and the bottom of the infiltration best management practice of 1-foot.
- D) The infiltration best management practice shall infiltrate all groundwater with 48-hours of the storm event.
- E) The areas to be infiltrated shall not include driveways and parking areas, without pretreatment. The plan shall show the location construction details of the infiltration best management practice. Some infiltrating techniques are considered Class V Injection Wells, as defined by 310 CMR 27.03, and are prohibited in the Primary Aquifer Zone, except by Special Permit, and are prohibited in the Zone I. The Applicant shall provide provisions to protect groundwater if these techniques are proposed in the Primary Aquifer Zone. (See Section 16 Aquifer Protection District, Medfield Zoning By-Law)
- F) Upon completion of the project, the Professional Engineer shall provide the following certification: "The Stormwater infiltration best management practice, approved by Medfield Building Permit No. _____ (and Special Permit No. _____, if applicable) has been installed in accordance with the approved plans." This certification shall be provided with an as-built drawing delivered to the Building Commissioner with a copy to the ZBA, if applicable.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **13th** day of **May** in the year **2025** between **Aqua Barriers, Inc.** with a usual place of business at **50 Rockwood Rd, Norfolk, MA 02056** hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Contractor's completed Bid Submission Forms (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

The scope of work includes all labor, materials, and equipment to replace the roof of the Kingsbury Grist Mill as detailed in the Town's scope of work dated April 14, 2025 inclusive of Addendum #1. Alternate #3 to furnish and install a breathable underlayment has been accepted and the pricing is reflected in the contract total.

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 \$22,250.00**

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 June 13, 2025**.

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- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is 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 uninterrupted 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 construction 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

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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.

F. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

G. 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

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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 **\$22,250.00** 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**

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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

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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.

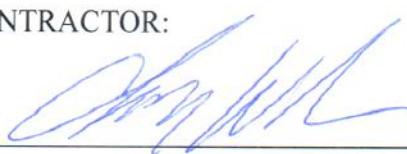
17. Miscellaneous

- 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.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By: 

Name: Christopher Wiver
Title: General Manager

OWNER: Town of Medfield

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

Aug 8/15



SCOPE OF WORK:

Kingsbury Grist Mill - Roof Replacement

Town of Medfield, MA

Bid # FAC 2025-10

April 14, 2025

The Kingsbury Gristmill structure was built circa 1718 by Captain Joseph Clark, using the wooden-pegged post-and-beam method typical of early colonial structures. The original rough-hewn beams in the main room are still visible today. Over hundreds of years it has been added to and has evolved, with a water-driven sawmill being the “newest” addition in 1918. The roof has long been an issue and is a constant source of leaks inside the mill. The goal of this project is to replace the roof ‘in kind’ with new red cedar shingles

PROJECT LOCATION

Kingsbury Grist Mill
127 Spring 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 Thursday, April 24th, 2025 at 10:00 AM. Notify Ben (bjachowicz@medfield.net) twenty-four (24) hours in advance if you plan on attending.

QUESTIONS

Please email questions directly to Ben by Friday, April 25th, 2025 by 5:00 PM. Responses will be sent out to all bidders recorded as planholder by Monday, April 28th, 2025 by 5:00 PM.

BID DUE DATE

Bids are due on Friday, May 2nd, 2025 by 5:00 PM. Bids should be emailed directly to Ben (bjachowicz@medfield.net) in PDF format before the due date.

EXPERIENCE

Bidders should have a minimum of ten (10) years experience with roofing projects of similar scope. Experience with historic projects is preferred. It is very important to maintain the historical integrity of the building.

SCOPE OF WORK

1.0 CEDAR ROOF SHINGLES

The Town of Medfield is seeking qualified contractors to provide all labor, materials, tools, and equipment necessary to remove and replace the existing wood shingle roof (*approximately 775 SF in total - to be verified by the bidder*). The current roofing shingles are over 40 years old and need to be replaced to preserve the structural integrity and historic character of the building.

A. Removal

- Carefully remove and dispose of existing wood shingles and underlayment materials.
- Inspect underlying roof decking for rot, damage, or deterioration and report any issues.
- Bidders should assume that some minor repairs and preparation of the substructure
- Replace any damaged roof decking with materials matching the existing in-kind (as directed).

B. Installation

- Install new roofing system using first-grade, 100% edge-grain, red cedar shingles (Western Red Cedar, Certi-Label preferred or equivalent).
- Shingles must conform to CSSB grading standards and be suitable for New England weather conditions.
- Shingles must be left unfinished (no stains or treatments) unless otherwise specified.
- Install roofing felt or an appropriate breathable underlayment (e.g., cedar breather or similar), subject to approval.
- Install appropriate flashing around chimneys, valleys, and other protrusions using lead or copper flashing consistent with historic roofing standards.
- Maintain consistent shingle exposure per manufacturer recommendation and historic precedent (typically ~5" exposure).
- Ridge cap to be constructed with matching cedar ridge shingles or hand-cut ridge shingles as historically appropriate.

C. Site Protection & Cleanup

- Protect adjacent structures, landscaping, and historic features from damage during work.
- Restore work areas to their original condition.
- All work must comply with the Massachusetts State Building Code, OSHA regulations, and all other applicable federal, state, and local laws.
- The contractor must obtain all necessary permits before commencing work.
- All materials used must meet or exceed industry standards for durability and environmental compliance.
- The contractor must be licensed and insured in the Commonwealth of Massachusetts.
- Final signoff on all punch list items is required by the Town prior to the release of final payment.

2.0 SCHEDULE

2.1 This project will commence on or around May 12th, 2025, and must be completed by June 13, 2025.

3.0 WARRANTY

3.1 Provide a 15-year manufacturers warranty on roof materials

3.2 Provide a 1-year warranty on workmanship and installation

4.0 PREVAILING WAGE RATE

4.1 In accordance with Massachusetts General Laws, this project is subject to the prevailing wage rate. The current wage rate sheet is attached to the end of this document.

5.0 BONDING REQUIREMENTS

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

6.0 SUBMISSION REQUIREMENTS

6.1 Completed 'Bid Submission Form' (found on page 5)

6.2 Completed 'References Form' (found on page 6)

6.3 Proof of licensing, certifications, insurance, and bonding (if applicable)

6.4 Contractor is prepared to agree to contract terms and conditions if awarded

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.

7.0 EXISTING CONDITIONS PHOTOS

Below is a photo of the Grist Mill.



NOTE: For the requested Alternates section, we are splitting up the two roof sections into 'Section A' and 'Section B'. For bidding purposes, 'Section A' is the lower portion of the roof (left-hand side of the above photo) and 'Section B' is the upper portion of the roof (right-hand side of the above photo).

The intent of the project is to complete the entire roof, but the Town is requesting deduct alternates for each section of roof in the event that the budget cannot support completing the entire roof at this time.



Town of Medfield

**459 Main Street
Medfield, MA 02052**

**Ben Jachowicz, PM
Phone: 508-359-8505 x 3369**

**FAC 2025-10
Kingsbury Grist Mill
Questions & Responses - Addendum #1
Dated 4/28/2025**

This Addendum #1 includes Clarifications & Revisions 1-4, Questions & Responses #1, followed by a revised bid submission form.

CLARIFICATIONS & REVISIONS:

1. There will be a new bid form issued that supersedes the bid form on the original scope of work document. The new bid form is on page 2 of this document.
2. The scope of work section notes: *install roofing felt or an appropriate breathable underlayment (e.g., cedar breather or similar), subject to approval.*
This line item is being revised to the following: *Furnish and install a 30 lb. roofing felt paper underlayment system in accordance with the manufacturers requirements for this application.*
3. The above mentioned 'breathable underlayment' will be listed as an add alternate to the contract. The Town may determine to install the breathable underlayment in conjunction with the roofing felt paper. You will see this updated request on the updated bid form (pg. 2).
4. The deduct alternates are being revised for the different roof areas. On the new bid form, instead of 'Section A', 'Section B' the roof areas will be divided up by 'front' and 'back' the 'front of the building is considered the pond-side where the entry driveway is. You will see this updated requested breakdown in the revised bid form (pg. 2).

QUESTIONS & RESPONSES:

1. Question: Can you confirm that you are not requiring a 5% bid bond to be submitted with the bid proposal?
Answer: *In accordance with M.G.L., a bid bond is required on projects with a total bid value above \$50,000.*



REVISED: BID SUBMISSION FORM

Kingsbury Grist Mill Roof Replacement

COMPANY NAME

Contractor: Aqua Barriers, Inc

ADDENDUMS

Acknowledges Addendums #: 1, , ,

4/28/25

CONSTRUCTION COST

Base Bid Amount: \$ 20,950.00

Schedule to complete work (in working days): 10

ALTERNATES

ALT 1: Deduct: Delete 'Back' side of roof from scope \$ 8,702.98 LS

ALT 2: Deduct: Delete 'Front' side of roof from scope \$ 12,247.02 LS

ALT 3: Add: F&I a breathable underlayment system \$ 1300.00 LS

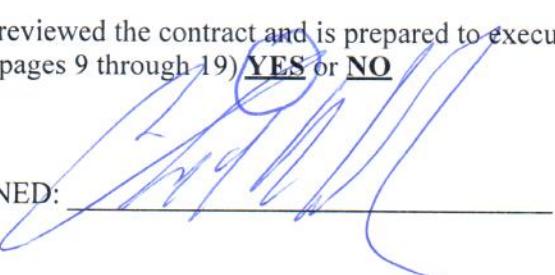
UNIT COSTS

UC1: Additional square foot of shingle replacement \$ 23 /SF

UC2: Additional square foot of roof deck replacement \$ 95 /SF

ATTESTATION

Has reviewed the contract and is prepared to execute the agreement with terms and conditions as written?
(see pages 9 through 19) YES or NO

SIGNED:  DATE: 5/2/25



REFERENCES FORM

Kingsbury Grist Mill Roof Replacement

Customer: Town of Marshfield
Mailing Address: 76 South River St., Marshfield MA 02050
Period of Service (MM/YYYY): 2019 through Present
Is this a Municipal or other Governmental Unit? Yes No
Project Name: On going roofing services contract
Primary Contact: Fred Russell Title: Operations Manager
Telephone: 339-793-1339 Ext: _____
Email: frussell@mpsd.org

Customer: Town of Hanover
Mailing Address: 495 Hanover St., Hanover MA 02339
Period of Service (MM/YYYY): 2015 through Present
Is this a Municipal or other Governmental Unit? Yes No
Project Name: On going roofing services contract
Primary Contact: Andrew Cardinal Title: Maintenance Manager
Telephone: 781-857-5700 Ext: 1224
Email: andrew.cardinal@hanover-ma.gov

Customer: Town of Plymouth
Mailing Address: 159 Camelot Dr., Plymouth MA 02360
Period of Service (MM/YYYY): 2022 through Present
Is this a Municipal or other Governmental Unit? Yes No
Project Name: On going roofing services contract
Primary Contact: Gary Goulski Title: Facilities Manager
Telephone: 508-830-4162 Ext: _____
Email: ggoulski@plymouth-ma.gov

Customer: City of Newton
Mailing Address: 52 Elliot St., Newton MA 02461
Period of Service (MM/YYYY): 2004 through Present
Is this a Municipal or other Governmental Unit? Yes No
Project Name: On going roofing services contract
Primary Contact: Josh Morse Title: Facilities Director
Telephone: 617-796-1608 Ext: _____
Email: jmorse@newtonma.gov

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Aqua Barriers, Inc 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, Christina E. Wider 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 May 2, 2025

Christina E. Wider

Clerk of Corporation

SEAL

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:

Aqua Barriers, Inc
Christopher Wider
Print Name
General Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

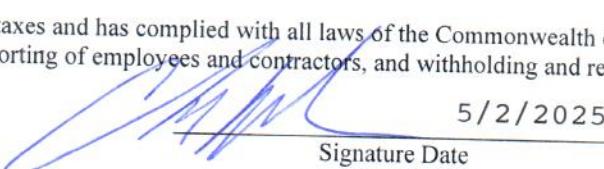
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Christopher Wider, authorized signatory for
name of signatory
Aqua Barriers, Inc, whose
name of contractor
principal place of business is at 50 Rockwood Rd.,

Norfolk, MA 02056 does hereby certify under the pains and penalties of perjury that

Aqua Barriers, Inc has paid all
name of contractor

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


5/2/2025

Signature Date



Commonwealth of Massachusetts
Division of Occupational Licensure
Board of Building Regulations and Standards
CONSTRUCTION SUPERVISOR

CS-105694

CHRISTOPHER M. WIDER
64 CLEVELAND ST.
NORFOLK MA 02056

Expires: 03/25/2026



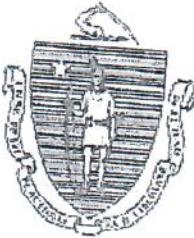
Commissioner

Such E. Wilhison

Construction Supervisor

Unrestricted • Buildings of any use group which contain less than
35,000 cubic feet (981 cubic meters) of enclosed space.

Failure to possess a current edition of the Massachusetts State
Building Code is cause for revocation of this license.
Contact OPSI: (617) 727-3200 or visit www.mass.gov/dpl/opsi



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE
ONE ASHBURTON PLACE, 15TH FLOOR
BOSTON, MA 02108
(617) 727-4050

MAURA T. HEALEY
GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

ADAM BAACKE
COMMISSIONER

First Amended and Restated
Prime Certificate of Contractor Eligibility
CONTRACTOR IDENTIFICATION NUMBER: 1176

This Amended and Restated Certificate Shall be Used for Submitting Prime Bids Only

The prior Certificate of Contractor Eligibility is hereby superseded, amended and restated by this Certificate with changes to the information contained in the following Section(s): 5, 6

1. CERTIFICATION PERIOD: This Certificate is valid from December 7, 2024 to December 6, 2025*

2. CONTRACTOR'S NAME: Aqua Barriers, Inc.

3. CONTRACTOR'S ADDRESS: 50 Rockwood Road / PO Box 95
Norfolk, MA 02056

4. WORK CATEGORIES: This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following Categories of Work:

Roofing

5. EVALUATIONS:

Number of Projects Evaluated: 8
Average Project Evaluation Rating:

6. PROJECT LIMITS:

Number of Projects Below Passing: 99
Single Project Limit (SPL): 0
Aggregate Work Limit (AWL): \$1,500,000
General Building Construction Limit: \$2,000,000

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: N/A

N/A


Adam Baacke, Commissioner

2/20/2025
Approval Date

*NOTICE TO CONTRACTORS: If this contractor becomes uncertified for any reason this Certificate will immediately become void. Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above.

Reviewer's Initials: KT



PRIME UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime Contractor Update Statement on behalf of the bidder named below, that I have read this Prime Contractor Update Statement, and that all of the information provided by the bidder in this Prime Contractor Update Statement is true, accurate, and complete as of the bid date.

5-2-2025

Bid Date

FAC-2025-10

Medfield Grst Mill

Project Number

(or name if no number)

Aqua Barriers, Inc

Print Name of Prime Contractor

P.O. Box 95, Norfolk MA 02056

Business Address

508-520-1859

Telephone Number

Awarding Authority

SIGNATURE⇒

A handwritten signature in black ink, appearing to read 'Christopher M. Welsh'.

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- **This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.**
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Division of Capital Asset Management and Maintenance Web Site: www.mass.gov/DCAMM.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management and Maintenance at the time of certification.
- The bidder's performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- **AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF**

Division of Capital Asset Management and Maintenance
Prime Contractor Update Statement

CAPITAL ASSET MANAGEMENT AND MAINTENANCE. Telephone (617) 727-9320 for an appointment.

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

(i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.

(ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3 Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be

performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly

corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE **BUILDING** PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAMM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAMM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
Medway Cultivation Facility 2 Marc Rd. Medway, MA	Roofing	145,906.00	09/05/23	12/04/23
Town of Marshfield 157 Old Main St Marshfield, MA	Roofing	78,200.00	10/01/23	10/10/23
Hawthorne Field House 11 Hawthorne St Newton, MA	Roofing	76,462.00	04/10/24	04/15/24
Commcan 611 West St. Mansfield, MA	Roofing	59,179.00	11/02/23	04/22/24
125 Turnpike Rd Westborough, MA Town Hall 459 Main St Medfield, MA	Roofing	30,174.00	10/13/23	10/16/23
	Roofing	19,375.00	02/15/24	02/23/24

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Medway Cultivation Medway, MA	OWNER: Rosenfeld Real Estate DESIGNER: GC:	Ellen Rosenfeld	508-376-2041
157 Old Main St Marshfield, MA	OWNER: Town of Marshfield DESIGNER: GC:	Fred Russell	781-834-5000
Hawthorne Field House Nonantum, MA	OWNER: City of Newton DESIGNER: GC:	Josh Morse	617-796-1608
Commcam 611 West ST Mansfield, MA	OWNER: Rosenfeld Real Estate DESIGNER: GC:	Ellen Rosenfeld	508-376-2041
125 Turnpike Rd Westborough, MA	OWNER: Walden Equity Group DESIGNER: GC:	Mary Ryan	617-236-0320

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or controls your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
Medfield Town Hall 459 Main St Medfield, MA	OWNER: Town of Medfield DESIGNER:	Wayne Langille	508-359-8505
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?

YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or controls your company, either

YES NO

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR COMPANY HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

5
1

Column 8

- If less than one year is left in the project schedule, write 1.
- If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH CURRENTLY HELD PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
320 D ST. Boston, MA	OWNER: Harrison Brown Const.	Robin Pranke	407-417-0684
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		
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	DESIGNER:		
	GC:		
	OWNER:		
	DESIGNER:		
	GC:		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

For **Parts 3 and 4**, if you answer YES to any question, please provide on a separate page a complete explanation. You must report all requested information not previously reported on your most recent DCAMM Application for Prime Certificate of Eligibility. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

PART 3 – GENERAL PERFORMANCE

Part 3 of the Update Statement corresponds to Section 5 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 5 - General Performance

	YES	NO
5.A. Has your Company been terminated prior to completion of a Contract?	<input type="checkbox"/>	X
5.B. Has your Company failed or refused to perform or complete any of its Scope of Work under any Contract prior to substantial completion?	<input type="checkbox"/>	X
5.C. Has your Company and/or any principal, officer, or individual with a Financial Interest in your Company filed for bankruptcy?	<input type="checkbox"/>	X
5.D. Has a surety for your Company taken over or been asked to complete your Scope of Work under any Contract?	<input type="checkbox"/>	X
5.E. Has a payment or performance bond been invoked against your Company on any Contract?	<input type="checkbox"/>	X
5.F. Has any surety for your Company made payment under a payment bond to a vendor or supplier or other party on any Contract?	<input type="checkbox"/>	X
5.G. Has any subcontractor filed a demand for direct payment on any of your Contracts?	<input type="checkbox"/>	X
5.H. Has a lawsuit been filed by any of your subcontractors or suppliers to enforce a mechanic's lien in connection with any of your Contracts?	<input type="checkbox"/>	X
5.I. Has there been a death of any Company employee or other person in connection with (or as the result of) performing your Company's Scope of Work on any of your Contracts?	<input type="checkbox"/>	X
5.J. Has any Company employee or other person suffered an injury while performing any tasks within the Scope of Work on any of your Contracts resulting in his/her inability to return to work for a period in excess of one year?	X	<input type="checkbox"/>

PART 4 – LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

Part 4 of the Update Statement corresponds to section 6 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 6 -Legal or Administrative Proceedings; Compliance with Laws

The term “administrative proceeding” as used in this Prime Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

	YES	NO
6.A. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.B. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal construction procurement laws?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.C. Have any criminal charges involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts (e.g., fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records or receipt of stolen property)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.D. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state ethics laws (in Massachusetts: M.G.L. Chapter 268A)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 6 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
6.E. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.F. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in hiring and/or employment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.G. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled for violation of any state or federal law regulating labor relations, including collective bargaining agreements, employee welfare benefit plans, employee pension benefit plans, other ERISA and non-ERISA plans?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.H. Have any proceedings by a local, state, or federal agency been brought, concluded, or settled relating to decertification, debarment or suspension of your Company and/or any principal or officer or individual with a Financial Interest in your Company from construction contracting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.I. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state or federal environmental laws?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.J. Has your Company been fined or sanctioned by OSHA and/or any other state or federal agency for violations of any laws or regulations related to occupational health or safety?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.K. Has your Company ever (i) failed to meet applicable workforce and/or diversity program goals, benchmarks or other requirements, and/or (ii) been sanctioned, fined and/or penalized for non-compliance with workforce policies and/or diversity programs (e.g., for MBEs, WBEs, SDVOBEs and DBEs) and/or failure to maintain and/or submit required reports, such as certified payrolls.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION
Timothy S. Wider	President
Christopher Wider	General Manager

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your company's business organization (including changes in ownership, mergers, or asset/stock sales), financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? Yes No
If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAMM Application for your most recently issued (not extended or amended) DCAMM Certificate of Eligibility. The Attachment must include a complete copy of the entire Projects Table – "Completed Projects" and the final page – "Certification" (Signature Page) containing the signature and date that the Completed Projects list was submitted to the Division of Capital Asset Management and Maintenance.

Aqua Barriers, Inc.

ROOFING CONTRACTOR

P.O. BOX 95
NORFOLK, MA 02056
(508) 520-1859

Aqua Barriers, Inc.

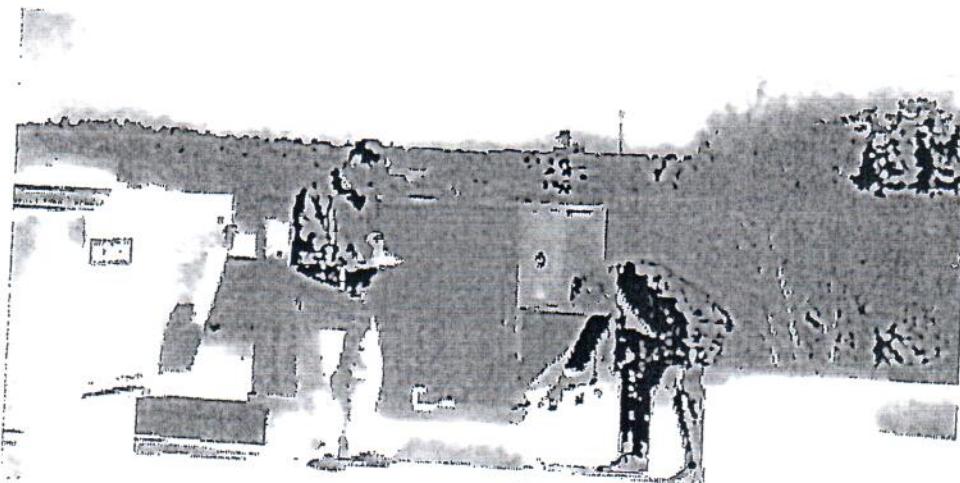
P.O. Box 95

Norfolk, MA. 02056

E-Mail Address: info@aquabarriers.net
Ph# (800) 660-1859/ Fax# (508) 520-3407

Mission Statement

Experience = Performance, with a commitment unequalled. Aqua Barriers, Inc. has the experience in both installation and roofing principals. The Next time you need consulting services, contact a company who installs and maintains roofs. Working with Roofing Manufacturers, Owners and Property Managers, Aqua Barriers, Inc. has successfully solved numerous roofing complexities.



Tim Wider (left) and Dick Goyne with Sarnafil Systems reviewing roof installation.

Timothy Wider, President

Timothy has been involved in the roofing business since high school and college, where during the summer vacations he worked in the built-up and resaturant business. After graduation from college, he worked for Dynamit Nobel of America/Trocal Roofing Systems in their technical services department, working with Contractors, Architects and Building Owners to ensure proper installations of warranted manufacturers roofing systems.

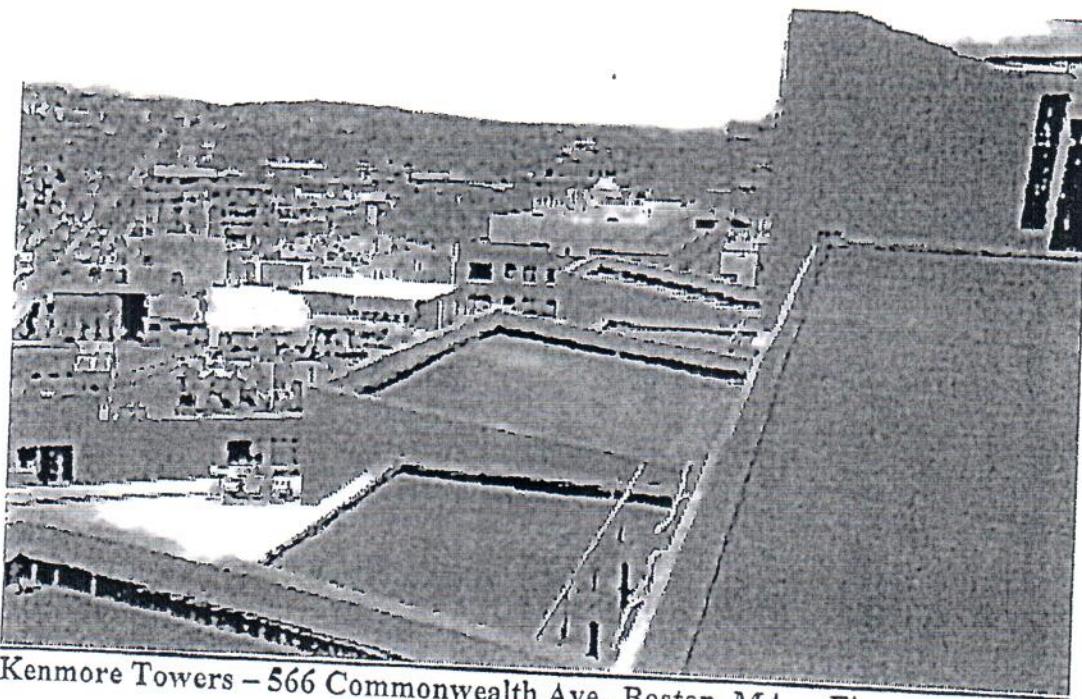
Aqua Barriers, Inc.

ROOFING CONTRACTOR

P.O. BOX 95
NORFOLK, MA 02051
(508) 520-1859

Tim was promoted in 1985 to Regional Technical Manager of the United States Northeast Region, where his acquired knowledge and field experience continued to benefit contractors and owners from Kentucky to Maine.

In 1986, Tim was determined to prove that flat roofs do not have to leak, and founded Aqua Barriers, Inc., A Commercial Roofing Company specializing in single-ply membrane installation and a commitment to leak investigation and customer service.



Kenmore Towers - 566 Commonwealth Ave., Boston, MA. - Firestone Adhered

Aqua Barriers, Inc.

Aqua Barriers, Inc. services over 350 customers with roofing problems, providing them with service and solutions.

Timothy, insists that his crews furnish owners with professionalism, both in appearance and abilities. His crews are required to furnish owners with detailed reports, drawings and identification of roofing problems.

Crews are trained to conduct test cuts and provide water testing to determine sources of roof leaks and repair of deficiencies.

The detailed reports, roof drawings and photographs, enable owners to track roofing performance on particular buildings, helping to plan budgets for replacement.

Aqua Barriers, Inc.

ROOFING CONTRACTOR

P.O. BOX 95
NORFOLK, MA 02051
(508) 520-1859

While Aqua Barriers, Inc. provides leak management services; they also have developed a quality roof installation department, providing owners with quality roof installations using quality products.

Aqua Barriers, Inc. installs Sarnafil, Carlisle, Firestone and HPG/Trocal Roofing Systems, having been recognized by these manufacturers with several performance awards.

Aqua Barriers, Inc.'s relationship with the manufacturers is more than installations. We work directly with manufacturers representatives and building owners bringing the two together to help design a system, which meets the owner's budgets and building needs.

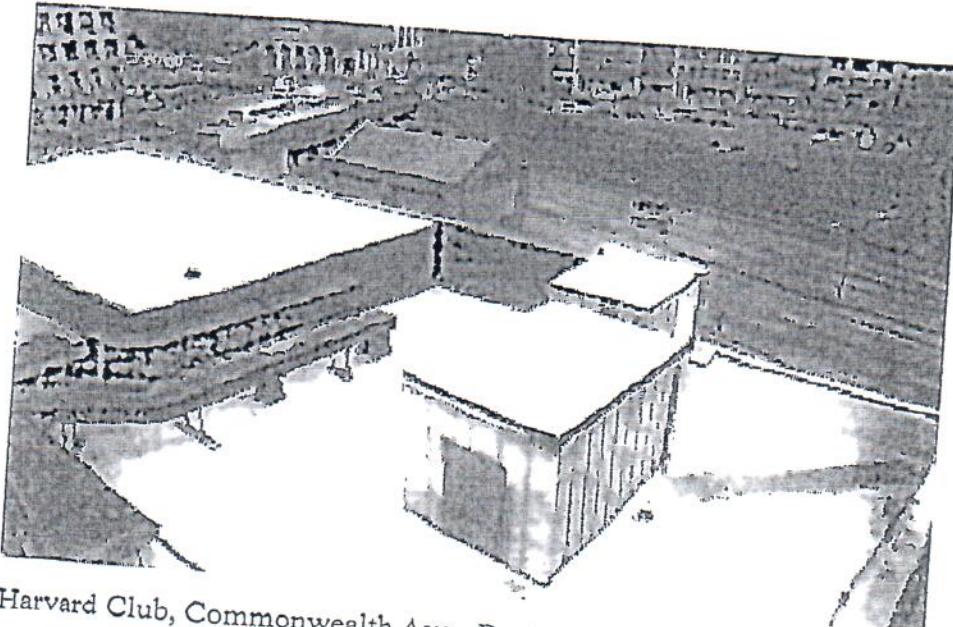
Aqua Barriers, Inc. has brought many owners directly to manufacturers facilities to witness material production and product testing.

Aqua Barriers, Inc. believes in relationships and a partnership with building owners and their representatives.

This year Aqua Barriers, Inc. will celebrate 37 yrs. as Roofing Contractors.

With our commitment to the Roofing Industry and years of solid industry experience,

Aqua Barriers, Inc. hopes you will consider working with us to address any roofing needs you may have.



Harvard Club, Commonwealth Ave., Boston, MA. - Sarnafil Adhered Roofing System.

Aqua Barriers, Inc.
ROOFING CONTRACTOR

P.O. BOX 95
NORFOLK, MA 02056
(508) 520-1859

Resume for Christopher Wider

1994 - Present - General Manager for Aqua Barriers, Inc.
Responsible for day to day operations of company. Human resources, accounting & estimating.

1983 - 1994 - Corporate profit planning analyst, Data General
Responsible for analysis of financial statements for \$120 Million corporation

B.S, finance, - Northeastern University - 1983
Who's who Northeastern 1983
United State Airforce special achievement award 1982

Aqua Barriers, Inc.

ROOFING CONTRACTORS

P.O. BOX 95
NORFOLK, MA 02056
(508) 520-1859

CS-105694
HIC #122844

The Commonwealth of Massachusetts
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, MA 02108

RE: OSHA Violations

November 15, 2012, Aqua Barriers, Inc. was cited for two (2) violations while working for the City of Newton at the Newton Library. One violation was for having a staging plank set 19 ft. at the job site instead of 18 ft. The other was one of our men did not have a lead line on during the inspection. The total cost of the violation was \$2,800.00

September 22, 2014, Aqua Barriers, Inc was cited a violation for one of our men not wearing Is safety line near the edge of a flat roof. The total cost of the violation was \$2,000.00.



Christopher Wilder, General Manager



Town of Medfield

Invitation for Bids

Lawn Mowing Services at the former Medfield State Hospital (Two Year Contract)

The Town of Medfield invites qualified bidders to submit bids for a two-year contract for Lawn Mowing Services at the Former Medfield State Hospital for the period of May 20, 2025 through September 30, 2026.

General Information and Bid Submission Requirements:

1. Bid specifications can be obtained from and will be accepted at:

Town of Medfield
ATTN: Brittney Franklin– Assistant to the Town Administrator
459 Main Street – 2nd Floor
Medfield, MA 02052
bfranklin@medfield.net

The bid envelope must be sealed and clearly marked: ***IFB - Former Medfield State Hospital Lawn Mowing Services***

- Bids are Due: no later than **Monday, May 19, 2025 at 3:00 PM**
- Optional walkthrough – meet in the lower parking lot: **Thursday, May 8, 2025 at 9:00 AM**
- Written questions are due: **Friday, May 9, 2025 at 3:00 PM**

A. Contracts are subject to the approval of the Select Board. The contractor must be willing to enter into the Town of Medfield's standard form of contract included in this IFB. Contractor will submit a signed contract with their bid documents.

B. Late proposals will not be accepted. Fax transmissions will not be accepted. The Town reserves the right to reject any bids or waive any informalities.

C. Bids, amendments to bids, or withdrawal of bids after the time set for bid acceptance will not be considered.



- D. The Town reserves the right to: request additional information from applicants about experience and ability to complete the scope of services, to interview applicants, and to check references identified by any applicant or associated with any previous contract with any applicant.
- E. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, references, and written quotation.
- F. The Town reserves the right to accept other than the lowest bid if the Town, in its sole discretion, deems it to be in the best interest of the Town to do so.
- G. The Town's financial liability beyond the current fiscal year is subject to the annual legislative appropriation of funding.
- H. **MINIMUM QUALIFICATIONS:** Bidders must have a minimum of three years' experience of grounds work of a similar nature, in the opinion of the owner, to the type of work in this specified contract and must submit evidence of having done such work in the past three years.



The contractor must be able to meet the following requirements:

1. A successful contractor must be able to commence work as soon as weather permits.
2. All bidders shall have in their possession sufficient equipment in order to satisfactorily complete all work required once started in 4 days under this contract.
3. The proposal fee shall include all labor, materials, travel, insurance, offsite disposal of debris and all other necessary expenses to fulfill the conditions of the contract.
4. The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm", use the term "doing business as _____," or "Sole Owner."
5. The contractor shall comply with the Town's Standard Contract, enclosed as Attachment F. Any requests for changes to the Standard Contract must be submitted with the written quotations. The Town reserves the right to reject any and all requests for alterations to the Town's Standard Contract.

Project Description:

1. Trained personnel using current, acceptable lawn care practices shall perform all lawn mowing and maintenance services.
2. The contractor shall provide all equipment necessary to perform the work herein; grass cutting machines and associated equipment shall be appropriate for the size of area and standard of finish.
3. All areas to be inspected by the Contractor before work.
4. Any work performed in addition to which is outlined herein shall be done only upon written approval by the Town of Medfield through the Town Administrator, Assistant Town Administrator, or Director of Public Works.
5. During landscape operations all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to ensure the safety of the Contractor's employees, the Town employees and the general public.



6. Any damage to private property caused by the Contractor shall be repaired or replaced at the Contractor's expense.
7. Please see Attachment D - Map for Lawn Mowing Services at the former Medfield State Hospital for mowing areas included in this project.
8. Please see Attachment E - Invoice Checklist. Upon completion of a mow, the invoice checklist should be submitted affirming the contractor completed mowing all 4 sections indicated on the map in Attachment D.
9. During the mowing season Lawn areas shall be mowed at a maximum height of 4" and a minimum height of 3" throughout the mowing season. All mower blades will be kept sharp.
10. Additional landscaping projects on the site may be requested by the Town of Medfield and the contractor shall provide an hourly rate to complete said additional services.
11. Mowing operations include trimming around all obstacles, removing debris from walkways and parking areas. Care shall be taken not to cause any damage or girdle any trees or shrubs with trimming equipment.
12. Mowing shall take place over the entire area to include weeds, nettles, and all growth of a non woody nature. Soft vegetative growth such as clover where it falls within large grassed areas shall be deemed to be part of the contract.
13. Mowing shall take place on the full area of grass up to paving, fencing, existing tree lines and other boundaries. String trimmers should be used in areas where mowers cannot cut.
14. The contractor shall allow in their rates the removal and disposal of tree debris offsite. All tree debris shall be removed prior to mowing.
15. The contractor shall allow in their rates for cutting around all obstacles and obstructions including tree bases, lamp columns, telephone columns, manhole covers, benches within the area to be cut.
16. All staging and refueling of equipment must be done in the front parking lot at the entrance from Hospital Road.
17. In drought conditions the height of the cut will be stipulated by the Medfield Department of Public Works. No additional payments will be made for variation in the



height from normal specified height. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting divots from the machine rollers or cutters. Should wet conditions persist and additional operations are required to cut the grass the Contractor shall submit a revised cutting schedule for approval. No payments shall be made when cutting conditions are suspended due to inclement weather or adverse conditions.

18. The Town reserves the right to adjust the contractor's schedule to accommodate events or activities on site.



Attachment A

Bid Sheet

Duration of Services Requested: May 20, 2025 to September 30, 2026

Lawn Mowing at the Medfield State Hospital Campus, as identified on the Map for Lawn Mowing Services (Attachment D)

Contract Year	Amount
Year 1 (May 20, 2025 - October 31, 2025)	\$ _____
Year 2 (May 1, 2026 - September 30, 2026)	\$ _____
Total Bid Amount (Year 1 + Year 2)	\$ _____

Option 1: Price per cut for additional cuts \$ _____

Option 2: Hourly Rate for Additional Services \$ _____

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: _____
(print name)

Signed: _____

Contact Person (Name and Title): _____

Company Name: _____

Address: _____

Telephone: _____

E-mail: _____



Attachment B

Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid has been made and submitted 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.

Signature of person submitting
contract/bid

Date

Name of Business



Attachment C

Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Social Security Number or
Federal Identification Number*

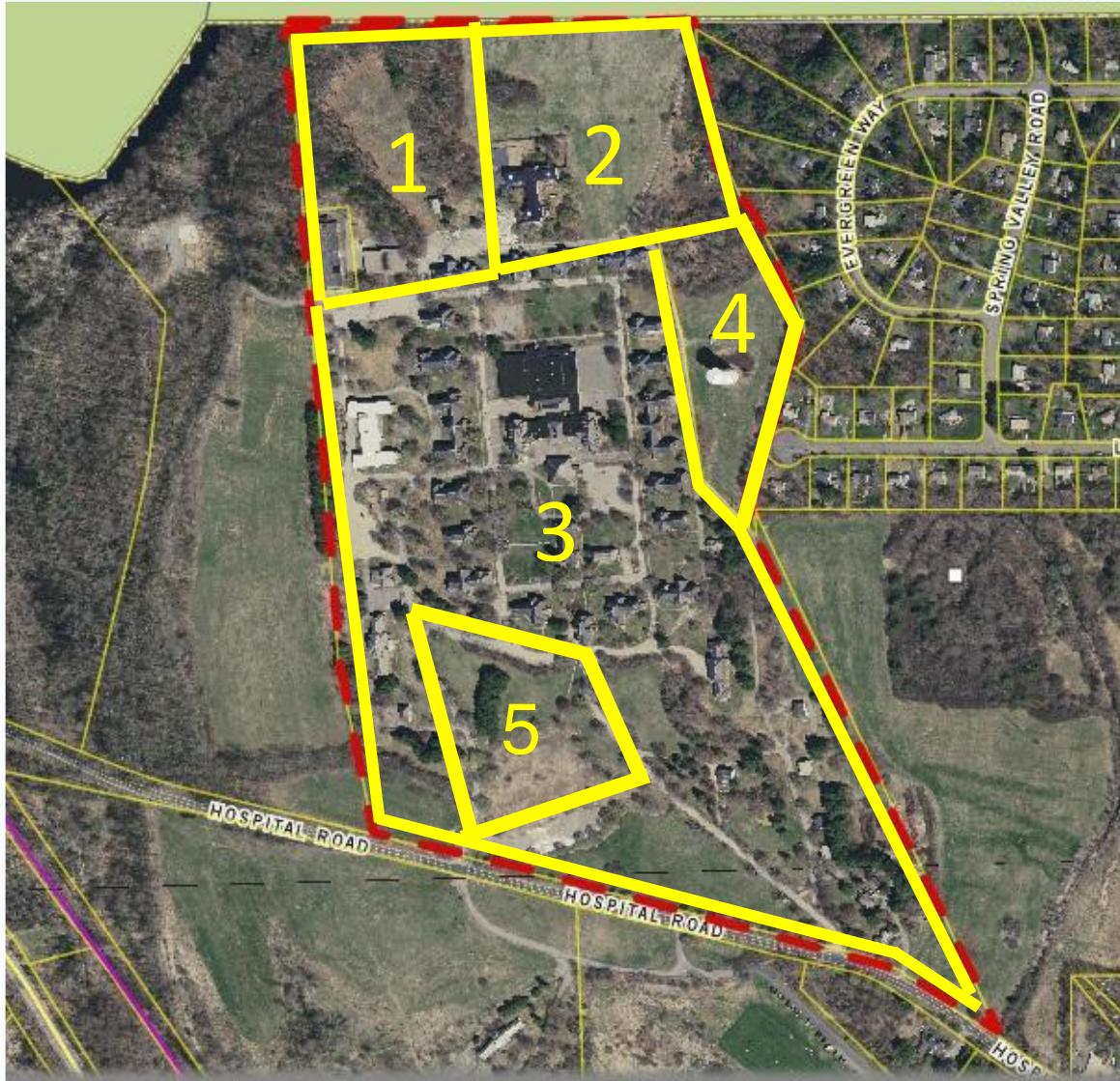
*Signature of Individual or Corporate
Name*

Corporate Officer (if applicable)

Attachment D

Map for Lawn Mowing Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below.



Attachment E

Invoice Date:

Invoice Amount:

Please sign and initial below affirming you have cut the 5 areas indicated on Map (Attachment D) included in the contract for Lawn Mowing Services signed by the Select Board May 20, 2025. Please also indicate the number of mows you have performed in each section.

Area 1: _____

Area 2: _____

Area 3: _____

Area 4: _____

Area 5: _____

Contractor Signature:

Attachment F



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT: MEDFIELD 2025-

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of May, 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and _____ with a usual place of business at _____ hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform lawn mowing and landscaping services, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Pricing Quotation for Scope of Work and Compensation only (Attachment A) and Attachment D identifying the areas to be cut. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish lawn mowing and landscaping services related to the Program in accordance with the Scope of Services provided in Attachment A, as illustrated on Attachment D, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without

cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. **Contract Term:** The Contract Term is as follows: May 20, 2025 through September 30, 2026. The Town's Financial liability beyond the current fiscal year is subject to annual legislative appropriation of funding.
6. **Payment for Work:** The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on _____ (Attachment A) in the amount of _____. The Contractor shall submit monthly invoices for payment for the Program along with the checklist in Attachment E indicating the completion of each mow to the Town for their records
7. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. **Contractor's Standard of Care.** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established lawn mowing and landscaping service professionals in the area at the time services are provided.
10. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. **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.
12. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **Inspection and Reports:** The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the

Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

15. Termination:

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

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

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

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

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

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

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

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

Contractor: _____.

By: _____

Title: _____

Town of Medfield, by its Select Board:

Select Board

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

**Kristine Trierweiler**

Town Administrator

Brittney Franklin

Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Town Administrator

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

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

Addenda No. 1

Date: May 14, 2025

Questions RE: Medfield State Hospital – IFB – 2025

1. What is the frequency of the mowing, weekly or bi-weekly? The typical mowing schedule in the past has been biweekly. This year, Area 5 on Attachment D will be heavily used for weekend events held by Bellforge, the cultural and arts center based in the Chapel. Due to this area being a high traffic area, it will be necessary to do weekly mowing if conditions require that area to be mowed to keep the grass a manageable length for the public. The need for more or less frequent mowing will be at the discretion of the Assistant Town Administrator and or the DPW Director. In the case of inclement weather, mowing will be at the discretion of the Assistant Town Administrator and DPW Director. Work may need to be rescheduled if current or upcoming conditions are not deemed adequate for mowing. It is the responsibility of the contractor to communicate any possible weather conflicts with the Assistant Town Administrator and DPW Director in advance.
2. Is there going to be a fall clean up? **No fall cleanup.**
3. Will any notes for the site walk be provided to all bidders? At the site walk the areas in Attachment D were discussed. It was suggested that the lower half of Area 3 (now shown on the map as Area 5) will need a more frequent mow. In the past, the property has been mowed on a biweekly basis.
4. Is fall clean up part of the yearly maintenance? **Fall cleanup is not included.**
5. How will invoicing be determined if it is a lump sum bid with no breakdown of mowings requested? Please see new bid sheet attached to this document. Please make sure to acknowledge this addendum and include with your bid materials.
6. Is mowing still every other week? Mowing has been done on a biweekly basis in the past, but as discussed, **Area 5 will need to be mowed on a weekly basis.**
7. One or two mowings in October? Mowing has been done on a biweekly basis in the past, but as discussed, **Area 5 will need to be mowed on a weekly basis.** The need for more or less frequent mowing will be at the discretion of the Assistant Town Administrator and or the DPW Director.
8. Disposal of tree limbs and branches to be included in the proposal. I assume this is for the initial clean up prior to the first mowing. If there is damage/debris from weather events, will this be a separate proposal? **Your bid should include the disposal of all sticks and debris from the site to allow for lawn mowing activities.**

9. Could you send us the bid tabulations for the last time this went out to bid? [Attached to this email.](#)
10. Just confirming that there is no leaf pickup for spring and fall, but we do need to pick up branches when mowing. [No leaf pickup for spring or fall.](#)
11. Is bagging only needed in high visibility areas or do you want the fields in the back to be bagged too? [The grass can be left only if no residue is visible. But if the grass is not maintained and residue builds up forming clumps killing the grass underneath that would not be acceptable.](#)
12. Will payments be the same every month or is the payment based on how many times we mow that month? [Monthly invoices can be submitted using the form in Attachment E.](#)
13. Based on Attachment D, using the numbered sections can you provide what work was done in each section, mowing, weed whacking etc... and the times that were explained by section and the total man hours that was expressed for each section performed by the DPW? [The DPW has estimated that it took 3 people 14 hours to mow the entire campus. There was no extra trimming or week whacking included in this estimation of hours so that would be additional time to maintain the property up to the standard required.](#)
14. Based on Attachment D, can you provide the frequency of service for each section. [The typical mowing schedule in the past has been biweekly. This year, Area 5 on Attachment D will be heavily used for weekend events held by Bellforge, the cultural and arts center based in the Chapel. Due to this area being a high traffic area, it will be necessary to do weekly mowing if conditions require that area to be mowed to keep the grass a manageable length for the public. The need for more or less frequent mowing will be at the discretion of the Assistant Town Administrator and or the DPW Director. In the case of inclement weather, mowing will be at the discretion of the Assistant Town Administrator and DPW Director. Work may need to be rescheduled if current or upcoming conditions are not deemed adequate for mowing. It is the responsibility of the contractor to communicate any possible weather conflicts with the Assistant Town Administrator and DPW Director in advance.](#)
15. For fair and even bidding purposes can you provide a standard number of cuts all bidders can base their pricing multiplier on or a per cut price for each section in Attachment D? [The typical mowing schedule in the past has been biweekly. This year, Area 5 on Attachment D will be heavily used for weekend events held by Bellforge, the cultural and arts center based in the Chapel. Due to this area being a high traffic area, it will be necessary to do weekly mowing if conditions require that area to be mowed to keep the grass a manageable length for the public. The need for more or less frequent mowing will be at the discretion of the Assistant Town Administrator and or the DPW Director. In the case of inclement weather, mowing will be at the discretion of the Assistant Town Administrator and DPW Director. Work may need to be rescheduled if current or upcoming conditions are not deemed adequate for mowing. It is the responsibility of the contractor to communicate any possible weather conflicts with the Assistant Town Administrator and DPW Director in advance.](#)
16. Based on different frequencies of service for each section, the towns right to skip service by section for weather conditions and the bid looking for lump sum pricing would you consider a new bid form to price each section per occurrence? [Please see new bid sheet attached to this document. Please make sure to acknowledge this addendum and include with your bid materials.](#)

17. On the bid form, option 1 for additional cuts, is this for cutting all sections on Attachment D?
Please see new bid sheet attached to this document. Please make sure to acknowledge this addendum and include with your bid materials.
18. Is there going to be any fall clean up or spring clean up services expected with this contract?
No fall or spring cleanup will be included.
19. With the expectation of removing debris or brush from the property as part of the scope of work and not knowing how much there will be, the current bid form includes this price in the lump sum. Would you consider a new bid form with a per yard disposal and labor fee? *No, your bid should include the disposal of all sticks and debris from the site to allow for lawn mowing activities.*
20. For MINIMUM QUALIFICATIONS, minimum of 3 years' experience of grounds work of similar nature, can you be more specific about what similar nature is? For instance, size of property (70 acre plus of an individual property and not a combination of properties adding up to the size of the hospital) *Similar nature would be a large property mowing and maintenance.*



Attachment A

Bid Sheet

Duration of Services Requested: May 20, 2025 to September 30, 2026

Lawn Mowing at the Medfield State Hospital Campus, as identified on the Map for Lawn Mowing Services (Attachment D)

Contract Year 1 (May 20, 2025 – October 31, 2025)

Area 1 biweekly \$_____ /mow

Area 2 biweekly \$_____ /mow

Area 3 biweekly \$_____ /mow

Area 4 biweekly \$_____ /mow

Area 5 weekly \$_____ /mow

Option 1: Price per cut for additional cuts \$_____

Option 2: Hourly Rate for Additional Services \$_____

Contract Year 2 (May 1, 2026 – September 30, 2026)

Area 1 biweekly \$_____ /mow

Area 2 biweekly \$_____ /mow

Area 3 biweekly \$_____ /mow

Area 4 biweekly \$_____ /mow

Area 5 weekly \$_____ /mow

Option 1: Price per cut for additional cuts \$_____

Option 2: Hourly Rate for Additional Services \$_____

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By:

(print name)

Signed:

Contact Person (Name and Title): _____

Company Name: _____

Address: _____

Telephone: _____

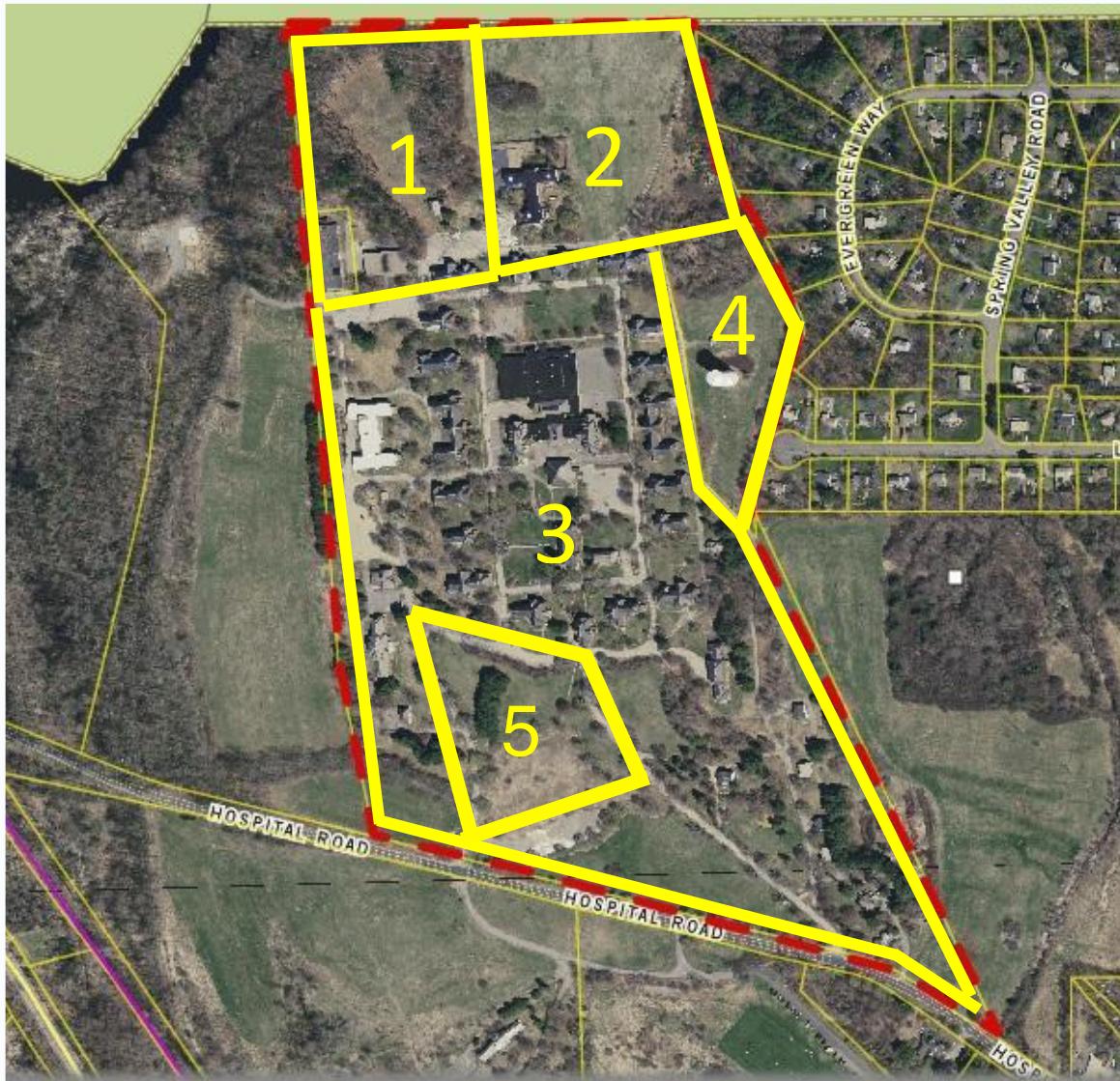
E-mail: _____

By signing and submitting this revised bid sheet I acknowledge I received Addendum 1 Dated May 14, 2025.

Attachment D

Map for Lawn Mowing Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below.



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



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

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

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

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: The Black Harp LLC Email: J. Barry@theblackharp.com

Street Address: 24-1 Water St. Telephone: 508-954-4738

City/Town, State: Holliston MA 01746

Event and Purpose:

Networking event for Real estate professionals

Location of Event: Zullo Gallery 456 Main St. Medfield

Date and Hours of Event: Saturday 6/21/25 5pm-9pm

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

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

Copy of Valid Bartender Trainings attached: Yes No

Copy of Certificate of Liability Insurance attached: Yes No

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

The handwritten signature of Jeanne Barry.

Signature of Applicant

5/15/25
Date filed

Licensing Authority Signature

Date approved

Conditions: _____



May 1, 2025

Board of Selectman
Attn: Kristine Trierweiler
459 Main Street
Medfield, MA 02052

RE: Grounds for Celebration One Day Liquor license request 05 31 25
Dear Board of Selectman,

The Norfolk Hunt Club is requesting the permission to serve beer and wine at our Bi-Annual Grounds for Celebration Fundraiser from 6pm to 11pm on Thursday May 31 2025. The event will be held at The Steeplechase Course at 240 North Street, Medfield. We will have licensed/trained bartenders and are purchasing liquor liability insurance from the staffing company. In addition, please find the attached Certificate of Insurance naming the Town of Medfield as an additional insured. We are happy to provide you with additional information and comply with any requirement you may have.

Thank you,

Lisa Fitzgerald Lewis
President
Norfolk Hunt Club
PO Box 242
Dover, MA 02030
508-740-9270
president@norfolkhunt.com

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



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

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

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: NORFOLK HUNT CLUB Email: President@NorfolkHunt.com

Street Address: P.O. BOX 242 Telephone: 508-740-9270

City/Town, State: DUVAL, MA 02047

Event and Purpose:

FUND RAISER FOR THE NORFOLK HUNT FOUNDATION
TO FUND COSTS TO MAINTAIN THE STEEPLECHASE PROPERTY

Location of Event: 240 NORTH ST MEDFIELD, Steeplechase Course

Date and Hours of Event: 5/31/25 6-11 pm

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

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

Copy of Valid Bartender Trainings attached: Yes No

Copy of Certificate of Liability Insurance attached: Yes No

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

A handwritten signature in black ink, appearing to read "Risa F. Jr".

Signature of Applicant

5/16/25

Date filed

Licensing Authority Signature

Date approved

Conditions: _____