



Select Board Meeting
Meeting Packet
May 13, 2025

**EMPLOYMENT AGREEMENT BETWEEN
WILLIAM A. DEKING III
AND THE TOWN OF MEDFIELD, MA**

This AGREEMENT is made pursuant to M.G.L. c. 41, § 108O between William A. DeKing III, ("Fire Chief" or "Mr. DeKing") and the Town of Medfield ("Town"), acting by and through its Select Board ("Board"), to set forth the terms under which Mr. DeKing will be employed as the Medfield Fire Chief.

DUTIES

The Chief will perform the functions and duties specified in the Town By-Laws and to perform such other legally permissible and proper duties and functions as outlined in the Fire Chief's job description and Chapter 48, Section 42 of the General Laws of the Commonwealth of Massachusetts. The control of the Fire Department shall remain with the Fire Chief as defined under MGL Ch. 48, § 42. His duties shall include but not be limited to the following:

- A. The Chief shall supervise the daily operation of the Medfield Fire Department. The Chief shall supervise all department personnel.
- B. The Chief shall prepare the proposals for the Fire Department budget, which are submitted to the Town Administrator, Warrant Committee, and the Select Board.
- C. The Chief shall give oral and/or written reports to the Town Administrator and/or Select Board when requested or required in order to ensure that proper communication exists between the Select Board and the Fire Department.
- D. The Chief shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Medfield.
- E. The Chief shall oversee and be responsible for all equipment, vehicles, and non-expendable items assigned to the Fire Department.
- F. The Chief shall be responsible for all training programs for department personnel.
- G. The Chief shall assign shifts and duties of all department personnel.
- H. In consultation with the Town Administrator and Select Board and in recognition of their shared responsibility and authority, the Chief shall be responsible to maintain the discipline and good order of department personnel. In doing so, the Chief shall notify and consult with the Town Administrator when any officer engages in any conduct that might warrant discipline, including a written reprimand, suspension, and discharge. The Chief recognizes that, while the Chief makes the final decision on suspensions and discharges, the decision is subject to the Town Administrator's determination, as the Town's collective bargaining

agent, that it is consistent with the collective bargaining agreement between the Town and the Medfield Permanent Firefighters.

- I. In consultation with the Town Administrator and in recognition of their shared responsibility and authority, the Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies, or by-laws applicable to any Fire Department personnel, including bringing to the attention of the Town Administrator any issues arising thereunder. The Chief recognizes that the Town Administrator serves as the Town's chief union negotiator and the Select Board make the final decision on grievances. To the extent requested and authorized by the Town Administrator, the Chief will assist in collective bargaining matters, including negotiations.
- J. In accordance with Massachusetts General Laws Chapter 639, specifically Sections 1 & 13, the Chief shall serve as the Emergency Management Director for the Town of Medfield.

HOURS OF WORK; CELLPHONE AND VEHICLE

The Fire Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Fire Chief under this Agreement. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and as such time will least adversely impact Department operations. The Fire Chief shall be considered an exempt employee under the Fair Labor Standards Act.

The Town shall provide and pay the expenses for a cell phone for use by the Fire Chief. At the request of the Town Administrator, the cell phone will be returned to the Town upon the Fire Chief's conclusion of employment.

The Fire Chief shall be provided with a fire vehicle for his use. The Town will pay all operating, maintenance expenses and insurance. The vehicle is to be used in connection with the performance of the Fire Chief duties and may be used for personal reasons, since the Fire Chief is always "on-call" and has been designated as an essential public safety employee in the event of an emergency.

TERM OF CONTRACT AND TERMINATION

This Agreement shall be for a three (3) year term commencing May 2, 2025 and ending on June 30, 2028, subject, however, to termination during this three (3) year term as provided in this agreement.

DISCIPLINE OR DISCHARGE

During the term of this agreement, it is agreed that the Fire Chief can be suspended or removed for cause in accordance with M.G.L. c. 48, § 42 upon proper notice and only after a hearing at which the Chief shall have the right to be represented by his counsel at his own expense. Before any such disciplinary hearing shall begin, the Chief shall be given advance notice thereof, together with a written statement of the charge or charges or other basis of the actions. The principles of progressive discipline shall apply. Any such suspension or removal shall suspend or terminate any applicable terms of this Contract. The Town recognizes the Chief's right to have any disciplinary hearing before the Select Board open to the public if the Chief so requests.

For the purposes of this Agreement, "cause" shall mean the existence of a reasonable basis for the Board's dissatisfaction with the Fire Chief, including without limitation for poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Fire Chief's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under the Agreement for the term of the suspension. A dismissal for cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement. The Parties agree that expiration of the term of this Agreement shall also constitute "cause" for the purposes of termination.

The Chief may appeal any suspension or removal by the Appointing Authority to an arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Chief and the Town. Each party shall be responsible for their own attorney's fees. In the event that the Chief is removed by virtue of non-renewal of this Agreement or re-appointment, such removal shall not be subject to an appeal under this paragraph.

REMOVAL/SEVERANCE PAY

In addition to any of its other rights to end the Town's obligations under this Agreement, the Board can end the Town's obligations and the employment of the Fire Chief during the term of the Agreement, or any holdover period, by paying the Fire Chief severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives her regular pay, or any combination thereof. At the Board's option, the severance payment can be paid in whole or part by relieving the Fire Chief of his duties and authority during the term of the Agreement and paying the severance for the remainder of the term. At any time during this Agreement, the Board may vote to request the resignation of the Fire Chief. If the Fire Chief agrees to the Board's request, he shall receive severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives his regular pay, or any combination thereof.

PAID ADMINISTRATIVE LEAVE

Nothing in this Agreement shall preclude the Town Administrator or the Board from relieving the Fire Chief of his duties and authority by placing the Fire Chief on paid administrative leave.

FIRE CHIEF NOTICE TO END AGREEMENT

The Fire Chief may end his obligation under this Agreement with three (3) months written notice to the Town Administrator or the Board.

PERFORMANCE EVALUATION

The Fire Chief and the Town Administrator shall meet annually for the purpose of reviewing the Chief's performance of his duties and responsibilities. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Town Administrator, Select Board, and the Fire Chief. The Fire Chief shall have the opportunity to discuss an evaluation with the Town Administrator and the Board.

COMPENSATION

The Town agrees to pay the Fire Chief an annual, all-inclusive salary in installments on the same schedule as other Town employees:

- Effective May 2, 2025, the annual salary will be \$156,000
- Effective July 1, 2026, the annual salary will be \$159,900
- Effective July 1, 2027 the annual salary will be \$164,697

There shall also be an additional stipend of \$4,000 (Four Thousand Dollars) annually for holding the position of Emergency Management Director.

The Fire Chief is eligible for a Longevity payment under the terms set forth in the Town's Personnel Plan.

UNIFORMS

It is recognized that the Chief shall wear regulation uniform on a daily basis at his discretion. The Town agrees that the Chief shall be reimbursed for the purchase and/ or maintenance of regulation uniforms or civilian attire as follows:

Clothing allowance of \$1,500.00 annually which will be used to pay for purchases of work clothing from vendors. Cleaning allowance of \$300.00 to be made on the first pay date in December.

The Town agrees to replace any personal property, equipment, or clothing worn by the Chief covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expenses shall not be charged to the Chief's clothing allowance.

HEALTH INSURANCE AND DENTAL INSURANCE

The Town agrees that the Chief shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as other Town Department Heads.

DEATH DURING TERM OF EMPLOYMENT

If the death of the Chief occurs during his term of employment, the Town shall pay to the Chief's estate all of the compensation that would otherwise have been payable to the Chief up to the date of the Chief's death. This includes but is not limited to unused vacation days, holidays, and personal days.

VACATION, SICK AND PERSONAL LEAVE

The Fire Chief shall receive twenty five (25) vacation days annually under the terms set forth in the Town's Personnel Administration Plan for non-union personnel. Subject to available funds and approval of the Select Board, the Fire Chief shall have the option of being compensated for up to ten (10) days of vacation leave at the salary in effect at the time of the request. The Fire Chief shall submit a request to the Select Board if he intends to exercise this provision, on or before December 31st of the fiscal year of the request.

The Fire Chief shall receive the sick and personal leave benefit under the terms set forth in the Town's Personnel Administration Plan for non-union personnel.

HOLIDAY PAY

Holiday pay shall be paid to the Chief for the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veterans' Day
5. Thanksgiving Day
6. Christmas Day
7. New Year's Day
8. Martin Luther King Day
9. Washington's Birthday
10. Patriot's Day
11. Memorial Day
12. Juneteenth

BEREAVEMENT LEAVE

The Fire Chief shall be granted Bereavement Leave benefit under the terms set forth in the Town's Personnel Administration Plan.

JURY DUTY

The Fire Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

INJURED ON DUTY

The Fire Chief shall be entitled to "injured on duty" benefits provided in MGL Chapter 41 Section 111F of The Massachusetts General Laws and medical expenses as provided in MGL Chapter 41 Section 100, as determined by the Board.

PROFESSIONAL DEVELOPMENT AND EXPENSES

The Town of Medfield recognizes its obligation to the professional development of the Fire Chief. The Town agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a Fire Chief. Any or all of the opportunities, including those set forth below, are subject to the Town's ability to pay, which shall be determined by the Town Administrator.

The Town agrees that the Chief may attend seminar(s), conferences and courses, which in his judgment will be beneficial to his employment with the Town, preferably relating to Fire Department services or management.

The Chief will be reimbursed by the Town for all proper expenses and fees incurred while attending said conferences, seminars, and courses.

The Town agrees to pay for professional dues, subscriptions and fees reasonably related to the professional growth, development, education and training of the Fire Chief. The Chief shall be allowed membership in professional Fire Chiefs organizations and such other professional organizations deemed necessary and appropriate as may be mutually agreed upon by the Chief and the Select Board.

INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 9, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties (irrespective of whether the Fire Chief is on duty or off) to a maximum of \$1 million dollars, provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. This section shall survive the termination of this Agreement or removal of the Chief for the Chief's acts or omissions that occurred during his tenure as Chief.

RESIDENCY

The Fire Chief shall maintain a permanent residence within the fifteen (15) mile requirement under MGL 41 Section 99A.

NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The Chief, except to the extent that such reduction is evenly applied “across the board” for all Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

RENEWAL

The Board shall give the Fire Chief written notice of its intentions about renewing the Agreement no later than December 31, 2027 provided that the Fire Chief first notifies the Board in writing between September 1, 2027 and October 30, 2027, inclusive, asking the Board to provide him with written notice of its intentions about renewal no later than December 31, 2027. If the Board fails to provide said notice by December 31, 2027, and this Agreement is not renewed, the Town shall pay the Fire Chief severance in the amount described under the Removal/Severance Pay section of this Agreement. Said severance shall be the sole remedy for failing to meet the notice requirements in this Paragraph. Non-renewal can be considered just cause.

MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

APPLICABLE LAW

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement shall is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 2nd Day of May, 2025.

William A. DeKing III

**Select Board,
Town of Medfield**

Informational



MEDFIELD FIRE DEPARTMENT

112 NORTH STREET • MEDFIELD, MA 02052

Phone: 508-359-2323 • Fax: 508-359-2212

William A. DeKing III, Fire Chief

May 7th, 2025

Dillon Oliveto
4 Lee Rd.
Medfield, MA 02052

Dillon,

On behalf of the Medfield Fire Department, I want to personally thank you for your quick thinking and selfless actions on May 6th, when you stopped to help an elderly male who had fallen and suffered a head injury.

Your decision to call 911 and stay with him until our first responders arrived made a real difference. In moments like these, every second matters—and your calm presence and willingness to assist brought comfort and safety to someone in need. It's clear you acted with maturity, compassion, and a strong sense of civic responsibility.

We are proud to have young people like you in our community. Your actions reflect the very best of Medfield, and I commend you for stepping up in a critical moment.

Please don't hesitate to reach out if you're ever interested in learning more about emergency services or exploring ways to get involved. We'd be happy to welcome someone with your character and initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "William A. DeKing III".

William A. DeKing III

Chief of Department

CC: Town Selectboard
Kristine Trierweiler – Town Administrator
Jeffrey Marsden – School Superintendent

FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT

THIS FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT (this “**Amendment**”) is made and entered into as of April 2, 2025 (the “**Amendment Date**”), by and between **TOWN OF MEDFIELD**, acting by and through the Select Board, a Massachusetts municipality (the “**Town**”), and **TRINITY ACQUISITIONS LLC**, a Massachusetts limited liability company (the “**Designated Developer**”).

Recitals

WHEREAS, the Town and Designated Development entered into that certain Land Disposition Agreement for the Redevelopment of Portions of the Former Medfield State Hospital dated June 21, 2022, as affected by an electronic mail exchange between the Parties on March 31, 2025, extending the term thereof (together, the “**Agreement**”), with respect to the redevelopment of portions of the former Medfield State Hospital site in Medfield, MA;

WHEREAS, the Town and Designated Developer desire to amend the Agreement as set forth herein;

WHEREAS, given the passage of time, Designated Developer agrees to contribute funds to defray certain expenses associated with the maintenance and insurance of the Property which the Town had not expected to incur; and

WHEREAS, all capitalized terms used but not defined herein shall have the meanings given them in the Agreement,

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Designated Developer hereby agree as follows:

1. Extension of Closing Date. The first sentence of Section 4(A) of the Agreement is hereby deleted in its entirety and replaced with the following text: “The closing date for delivery of the deed shall be September 30, 2026 (the “**Closing Date**”).”
2. Maintenance and Insurance. In furtherance of Section 1(B), Paragraph 2 of the Agreement, Designated Developer agrees to contribute a total of One Hundred Thousand Dollars (\$100,000) (the “**Designated Developer Contribution**”), representing a contribution of Fifty Thousand Dollars (\$50,000), to be paid annually, toward the costs incurred by the Town to maintain and insure the Property and Project Area during the term of the LDA and pending the occurrence of the Closing Date. The Designated Developer Contribution shall be made in two (2) installments: the first, in the amount of Fifty Thousand Dollars (\$50,000) will be made on or before May 1, 2025, and the second, in the amount of Fifty Thousand Dollars (\$50,000), will be made on or before May 1, 2026.

3. Partial Infrastructure Construction and Installation. Designated Developer shall be permitted to replace and install utilities in the “great lawn” area as shown on the plan attached here as Exhibit A. The Designated Developer shall restore the area to the same condition as it was prior to installation of said utilities. Thereafter, the Designated Developer or its affiliated entity shall be permitted to install certain utilities and infrastructure along certain ways within the Property to service the to-be-created parcel of land which is leased to the Cultural Alliance of Medfield, Inc., and as shown on the plans attached as Exhibit B (the “**CAM Infrastructure and Utility Work**”). Prior to undertaking the CAM Infrastructure and Utility Work installation, the Designated Developer shall notify the Town at least five (5) business days in advance so that the Town’s Owner’s Project Manager can oversee the installation. Designated Developer shall be required to obtain all approvals from the appropriate utility provider prior to undertaking the CAM Infrastructure and Utility Work, which shall be done by licensed personnel and professionals as required and be done in a good and workman like manner consistent with other similar work in the greater Boston area. In furtherance of the foregoing, the Town acknowledges that, (a) consistent with Section 1(C), Second Paragraph, it will retain ownership and responsibility for maintenance of the area within which the CAM Infrastructure and Utility Work will be installed, along with the rest of the Public Ways, generally, and (b) the costs of the CAM Infrastructure and Utility Work are intended to be paid for by a future award of MassWorks funding for which the Town’s Affordable Housing Trust is intending to submit an application on behalf of Designated Developer during May, 2025.
4. License to Enter. The Designated Developer shall have a license to enter the Property and Project Area for the purpose of undertaking the activities set forth in Paragraphs 3, above. Said License shall be in the form attached hereto as Exhibit C.
5. Ratification. Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. From and after the Amendment Date, the Agreement shall be deemed to be amended and modified as herein provided, and the applicable portions of this Amendment, together with the Agreement, shall be read, taken and construed as one and the same instrument.
6. Entire Agreement; No Further Amendment. The Agreement, as amended by this Amendment, constitutes the entire agreement of the parties with respect to such matters thereof and shall not be further amended except by a written instrument executed by the parties.
7. Counterparts. This Amendment may be (a) executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose; and (b) executed and delivered by facsimile, docu-sign, or electronic file (such as pdf of the executed document) attached to electronic mail. The parties hereto intend to be bound by such signatures and delivery, and are

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Land Disposition Agreement as of the Amendment Date.

TOWN:

TOWN OF MEDFIELD

Select Board

A handwritten signature in black ink, appearing to be 'W. J. O.', is written over a horizontal line.

By its Town Administrator, duly authorized

[Signatures continue on succeeding page]

DESIGNATED DEVELOPER:

TRINITY ACQUISITIONS LLC

By: _____

Name: Rebecca Hemenway

Title: Authorized Signatory

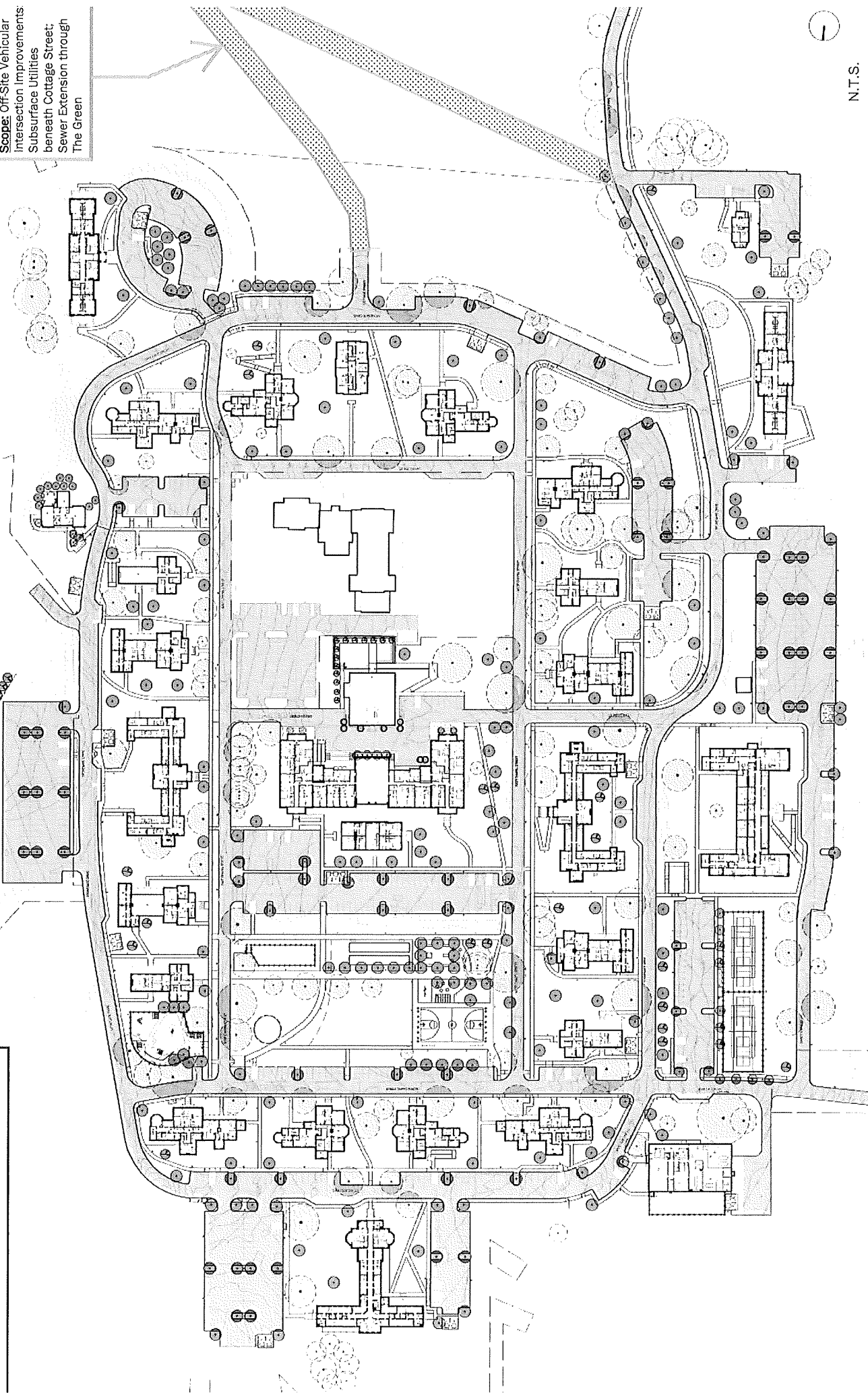
EXHIBIT A

**Utilities and Infrastructure Improvements Plan
for “Great Lawn” Area**

[See attached.]

Medfield State Hospital Site Plan

Funded FY 2024; Phase 01
Scope: Off-Site Vehicular
Intersection Improvements
Subsurface Utilities
beneath Cottage Street;
Sewer Extension through
The Green



N.T.S.

EXHIBIT B

**Utilities and Infrastructure Work to Service
Cultural Alliance of Medfield**

[See attached.]

Medfield State Hospital Site Plan

Proposed Funded FY 2026; Phase 02
Scope: Full Road Infrastructure,
Including power and water services to
Bellforge.

N.T.S.

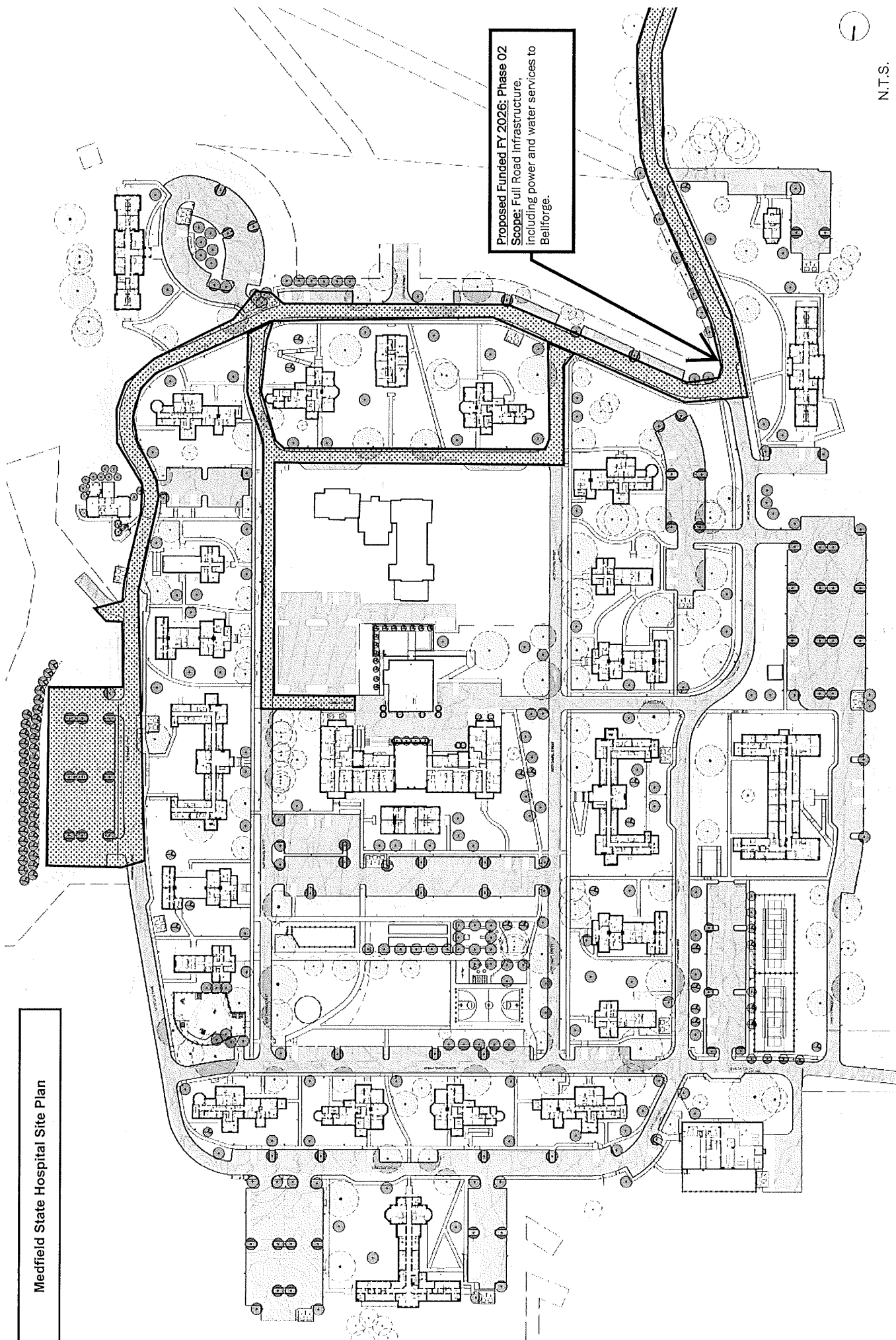


EXHIBIT C

LICENSE TO ENTER

LICENSE TO ENTER AGREEMENT

For Access to Property for the Purpose(s) Hereinafter Described

Property Owner(s):	Town of Medfield 459 Main Street Medfield, MA 02052
Property Address:	Hospital Road Medfield, MA Shown on Plan 4 of Book 634 of 2014 (the “Property”)
Description of the Work to be Performed:	Utility and Infrastructure Work in “Great Lawn” Area and to Service Cultural Alliance of Medfield

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 2025, by and between Town of Medfield , acting by and through the Board of Selectmen, a Massachusetts municipality with an address of 459 Main Street, Medfield, Massachusetts 02052, the record Owner (the “**Owner**”) of property located at Hospital Road, Medfield, Massachusetts (the “**Property**”), and Trinity Acquisitions LLC, a Massachusetts limited liability company with an address of 75 Federal Street, Boston, Massachusetts, 02110, its employees, assignees, designated affiliates, consultants, and contractors (collectively, “**Trinity**”).

RECITALS

WHEREAS, Trinity desires to have a license and privilege to enter onto the Property for the purpose of installing certain utilities and infrastructure as more fully set forth on Exhibit A attached hereto (collectively the “**Work**”), all in accordance with the Land Development Agreement dated as of June 21, 2022, as amended by the certain First Amendment to Land Disposition Agreement dated as of March ____, 2025 by and between Owner and Trinity; and

WHEREAS, Owner desires to allow Trinity to enter upon the Property for the purpose of conducting the Work and any other activities incidental thereto,

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth herein, the parties agree as follows:

1. The Owner hereby grants to Trinity a license to enter upon the Property in order to

undertake the Work on the Property and access the area at reasonable times in accordance with Paragraph No. 2 hereof to conduct the Work. Trinity will undertake and complete the Work in compliance with all applicable laws and requirements and at its sole cost and expense.

2. Any areas disturbed as a result of the access granted herein shall be restored as nearly as practical to their original condition. Specifically, any excavated areas will be backfilled with the original material plus an amount of fill equivalent to that removed (excepting therefrom any nominal amounts that may be removed for analysis) and the original sod, mulch or stone will be replaced. Any disturbance to a structure shall be repaired and/or made safe and secure. It is understood and agreed that all equipment and personnel required for the aforesaid assessment or activities related thereto shall be determined by Trinity at its sole but reasonable discretion and in accordance with the terms of the Land Disposition Agreement. Trinity shall provide the Owner with the intended scope of work being performed at the time it desires to access the Property. The Owner retains the right to object to work which it reasonably believes to be in excess of that which is permitted under the Land Disposition Agreement. It is further understood that all Work will be conducted between 8:00 a.m. and 5:00 p.m. Monday through Friday only, and with five days (5) days advance notice to the Owner of Trinity's initial access therefor.

3. Trinity hereby assumes the entire and complete risk of entering on the Property to perform the Work described above, and agrees to assume, on behalf of itself and its employees, assignees, consultants and contractors, the risk of operations permitted by this Agreement. Trinity shall release, indemnify and hold the Owner harmless for personal injury to Trinity's employees, assignees, designated affiliates, consultants, and contractors, and for loss of or damage to the property and equipment of Trinity, its employees, assignees, consultants and contractors while on the Property. Further, Trinity agrees to release, indemnify and hold the Owner harmless from, for and against any and all claims which may be the result of the Trinity's work during the course of undertaking the Work. Trinity shall be responsible for any loss of or damage to the Property. Trinity shall provide to the Owner a Certificate of Insurance with the Owner listed as additional insured. Such insurance coverage shall be maintained for the duration of the work, as follows: comprehensive general liability insurance written on an occurrence basis, including completed operations coverage; products liability coverage and independent contractors liability coverage, with a combined single limit provision for bodily injury and/or property damage of at least \$1,000,000.00; comprehensive automobile liability insurance with a single limit provision, written on an occurrence basis, covering all owned vehicles, hired vehicles and non-owned vehicles for all personal injury, death and property damage, of at least \$1,000,000.00; professional liability coverage, if applicable, including errors and omissions coverage, of at least \$1,000,000.00 for each claim and as an annual aggregate; and worker's compensation liability insurance within statutory limits. With the exception of the professional liability coverage and worker's compensation coverage, all of the above insurance coverage should be primary, non-contributory and include a waiver of subrogation.

4. Trinity shall provide as-built plans of the Work undertaken from the Property to the Owner at no cost to the Owner, upon completion, and shall provide to the Owner's related professionals access during the Work. Trinity shall notify the Owner of the date and time of any of the Work being undertaken five (5) days prior to the start of any Work activity, and the Owner's professional may accompany Trinity on-site simultaneously during the performance of Trinity's Work. At no

time shall Trinity be delayed in scheduling or in its work due to the availability, unavailability or presence or non-presence of the Owner's professionals.

5. The Owner agrees to cooperate with Trinity in its application(s) for local permit(s), license(s) and/or other approval(s), if any, required for performance of the aforesaid Work, including but not limited to application(s) to the Medfield Conservation Commission for work proposed in areas subject to the Wetlands Protection Act, G.L. c. 131, § 40, or the Medfield Wetlands By-Law. As the holder of title to the Property, the Owner agrees, if necessary, to co-sign any application(s) for local permit(s), license(s) and/or other approval(s), as aforesaid; provided, however, that any and all costs and expenses with said application(s) and related to the assessment activities shall be borne by Trinity. The Owner agrees not to contest Trinity's application for any required permit(s), license(s) or approval(s), for the activities as specified in Paragraph No. 1 above, nor shall the Owner challenge the grant or issuance of same; provided, however, that Trinity shall accept sole responsibility for and satisfy at its sole expense any and all conditions of any such permit(s), license(s) or approval(s). In no event shall any provision of this Agreement require that the Owner grant Trinity access to perform work pursuant to a permit, license or other approval with one (1) or more conditions that Trinity does not, in writing, agree to accept sole responsibility for and satisfy at its sole expense.

6. All notices or other submissions required by or appropriate under this Agreement shall be sent by first-class mail, facsimile, overnight delivery service or certified mail, return receipt requested, to the Owner or Trinity, as applicable, at the addresses listed in the paragraph preceding the Recitals.

7. The Owner and Trinity hereby represent that they have each read this Agreement in its entirety, that they fully understand all the provisions hereof and that they are voluntarily entering into this Agreement having each had the opportunity to consult with counsel.

8. This Agreement shall be valid through the Closing Date. Said date may be extended only with the consent of the Owner, which consent shall not be unreasonably withheld, and only upon modification hereof.

By signing below, the Owner acknowledges that they are granting a license and privilege to the Trinity, as aforesaid, and authorizing the above-described Work to proceed.

IN WITNESS WHEREOF, the parties have executed and acknowledged this Agreement as of the date first above written.

The Town of Medfield

Trinity Acquisitions LLC

By:  _____

By: _____

Town Administrator, Duly Authorized

Exhibit A to License to Enter
Plans for Utilities and Infrastructure

[See attached]