



TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK
TOWN OF MEDFIELD, MASS

2018 NOV 20 P 2: 29

OFFICE OF THE
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room, 2 nd floor	Tuesday November 27, 2018 @ 7:00 PM

AGENDA (SUBJECT TO CHANGE)

7:00 PM Call to order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

Announcement: Planning Board Public Hearing on Monday December 3 at 8:05PM, Town Hall regarding proposed Upper Spring Street Overlay District and the rezoning of three Parcels near Peter Kristof Way

7:00PM Public Hearing – Annual Tax Classification

Board of Assessors will provide relevant information regarding Medfield’s property tax rate

7:15PM Developer Robert Borelli to present relevant information to the Board of Selectmen regarding application for the proposed affordable housing project at 96 Adams Street, an LIP project

7:45PM Eve Potts to present update on Plastic Bag Reduction Initiative

Citizen Comment

Action Items

Selectmen are requested to vote to sign letter to Board of Assessors regarding their release of excess Overly Funds

Zoning Board of Appeals requests Selectmen accept resignation of Charles Peck as a full member and appoint him as an Associate Member and vote to appoint William McNiff and Michael Whitcher as members of the ZBA

Director of Public Works Maurice Goulet requests Selectmen vote to sign following contracts:

- Padula Bros., Inc. Lancaster, MA in the amount of \$72,289.25 to purchase John Deere Tractor (capital item)
- Tri-County Contractors Supply, Inc. West Springfield, MA in the amount of \$61,125.00 for the purchase of a flail attachment system to be used with for the John Deere tractor
- Environmental Partners Group, Quincy, MA for consulting services regarding unaccounted for water assessment; fee amount not to exceed \$43,100.00

- Environmental Partners Group, Quincy, MA for consulting services regarding water test pilot report; fee amount n not to exceed \$19,260
- Design Consultants, Inc., Somerville, MA for storm water management; fee not to exceed \$20,000 (contractor assists the Town for compliance with our storm water permit)

Selectmen are requested to vote to sign Verizon Agreement pertaining to Street Light Pole Attachment

Board of Selectmen are requested to vote to sign Agreement with Medfield Permanent Firefighters Union regarding vacation accrual

Selectmen are requested to vote to approve and to sign Town Administrator contract with Kristine Trierweiler

Discussion Items

- Continued discussion regarding Town Wide Master Plan; vote to adopt charter and appoint initial members
- Continued discussion regarding future space needs for Council on Aging and Parks and Recreation
- Discussion of October 29, 2018 Special Town Meeting
- Discuss draft municipal comment letter regarding proposed The Rosebay at Medfield development
- Discuss January 2019 Selectmen meeting schedule

Licenses and Permits (Consent Agenda)

MEMO requests the Selectmen vote to grant a parade permit for the annual Christmas Parade on Saturday December 8, 2018. Selectmen are cordially invited to participate in the December 7 Tree Lighting festivities and the Parade

Medfield Lions Club request permission to post signs promoting Christmas Tree sales at their new location in the American Legion parking lot (formal vote)

Town Administrator Update

Discussion of Meals Tax distribution

Acceptance/and or Correction of Meeting Minutes for October 2 and 30, 2018

Review Board of Selectmen Action List

Selectmen Report

Informational

- MAPC extends invitation to their November 30 breakfast meeting to discuss the future of the region
- Notice from ZBA regarding public hearing Thursday December 13 at 7PM regarding 41 Dale Street project
- Planning Board hearing Monday January 7, 2019 8:05PM regarding proposed amendments to the Zoning By-laws
- COMCAST announces TV Channel Updates and price changes
- Verizon announces Fios TV Programming change

RECEIVED
 TOWN OF MEDFIELD, MASS.
 2018 NOV 20 P 2:30
 OFFICE OF THE
 TOWN CLERK

S. Clark
 11-20-18

**Planning Board Public Hearing on Proposed
"Upper Spring Street Overlay District"**

Monday, 12/3/18 at 8:05 PM Medfield Town Hall

To accept public comments on whether the Town of Medfield should vote at Spring 2019 ATM to create an overlay district consisting of the following parcels as shown on the map titled "Proposed Upper Spring Street Overlay District (USSOD)" dated 10/09/18 which is on file with the Town Clerk and Planning Department (37-044, 37-044-01 through 11, 37-046, 37-047, 37-048, 37-049, 37-197, 37-039, 37-040, 37-04, 37-042, 37-043, 37-045, 37-015, 37-033, 37-035, 37-036, 37-037, 37-034, 37-031, 37-032, 36-123, 37-029, 37-030) which would create a new zoning map overlay district that reverts zoning requirements to the pre-2017 permitting processes and dimensional requirements for multi-family developments (and would not apply to new single-family to two-family dwellings). Full text of proposal, including addresses, is available online: www.town.medfield.net

Please contact Sarah Raposa, Town Planner, at (508) 906-3027 or sraposa@medfield.net if you have any questions.

**Planning Board Public Hearing on Proposed
Rezoning of 3 Parcels near Peter Kristof Way**

Monday, 12/3/18 at 8:05 PM, Medfield Town Hall

To accept public comments on whether the Town of Medfield should vote at Spring 2019 ATM to rezone the following parcels (48-033, 48-029, 48-028) from RS to BI as shown on the map titled "Proposed Rezone of the Southeast Corner of West Street and North Meadows Road" dated 10/09/18 which is on file with the Town Clerk and Planning Department; and to amend the Zoning Map accordingly in order to promote commercial opportunities in Medfield. Any future redevelopment will need to comply with the requirements found in the Zoning Bylaw for uses in the BI zoning district; or do or act anything in relation thereto.

Full text of proposal, including addresses, is available online:
www.town.medfield.net

Please contact Sarah Raposa, Town Planner, at (508) 906-3027 or sraposa@medfield.net if you have any questions.

GE N. LESTER, CHAIRMAN
OFFIELD PLANNING BOARD

23/2018

SEL/TAX HEARING
11/27/18
**LEGAL NOTICE
TOWN OF MEDFIELD
PUBLIC HEARING
ATTN: TAXPAYERS**

The Medfield Board of Selectmen will hold a public hearing on Tuesday November 27, 2018 at 7:00 PM in the Chenery Meeting Room 2nd floor, Town House, 459 Main Street, for tax classification purposes.

The central issue to be discussed during this tax classification hearing is whether all five classes of property: residential, open space, commercial, industrial and personal shall be taxed at the same rate or at different rates for fiscal year 2019. (MGL c.40, sec.56). The Board of Assessors will provide relevant information regarding the tax rate, including the fiscal effect of available alternatives.

Interested taxpayers are urged to attend the hearing. Written and oral statements from interested taxpayers will be accepted by the Board of Selectmen's office and taken into consideration at the hearing.

Michael T. Marcucci,
Chairman
Board of Selectmen

AD#13745745
Medfield Press 11/16/18

Muscular Dystrophy Association

trainer.

Check out the
Service Directory
in Community
Classifieds today.
From therapists
and trainers to
landscapers and
painters, the
service directory
is the best service
to find local
professionals.

assifieds
1-800-624-SELL



TOWN OF MEDFIELD

Affordable Housing Trust

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315
(508) 906-3011

WEST ST

48-027

LUC: 930

TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052

November 7, 2018

Dear Resident,

On September 6, 2018 the Affordable Housing Trust voted to recommend the affordable housing project located at 96 Adams Street to the Board of Selectmen. The developer is proposing a Chapter 40B project under the *Local Initiative Program* ("LIP") that includes a total of 16 age-restricted home ownership units. Four (4) of the units will be affordable units.

The Board of Selectmen will meet on **Tuesday, November 27, 2018 at 7:15 PM** to consider the application for the 96 Adams Street LIP. If the LIP application is approved by the Board of Selectmen, it will be submitted to the Commonwealth's Department of Housing and Community Development ("DHCD"). If DHCD approves the application, the developer will then submit a comprehensive permit application under Chapter 40B to the Medfield Zoning Board of Appeals, which will follow its established procedures for reviewing such permits.

If you need further assistance, please email Kristine Trierweiler, Assistant Town Administrator, at ktrierweiler@medfield.net.

**The Law Offices of
JAMES W. MURPHY**
Post Office Box 1327
Sherborn, Massachusetts 01770

James W. Murphy, Esq.
Martin J. Murphy, Esq.*
* Admitted in MA and RI

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Facsimile: (508) 653-7163

Cell Phone: (508) 335-8708
Email: james.murphy.esquire@gmail.com

November 20, 2018

Via Hand Delivery
Michael Marcucci, Chairperson
Medfield Board of Selectmen
Medfield Town House
459 Main Street
Medfield, MA 02052

Re: 96 Adams Street - LIP Proposal

Dear Chairperson Marcucci:

Our office represents Medfield Holdings, LLC. On its behalf, we have been participating with the Medfield Affordable Housing Trust to bring forward an over 55 age restricted 8 Townhouse Duplex (16 unit) LIP proposal on Adams Street.

The proposed project was initially presented at a Neighborhood meeting held at the Public Safety Building and then as modified, was an active agenda item for discussion at the August 2, 2018 and September 6, 2018 AHT Meetings held at the DPW Building. Medfield Holdings, LLC has supplied to the AHT the following information (copies attached):

- Site Plan, with subsequent explanatory letter;
- Architectural Renderings;
- Letter from Needham Bank indicating willingness to finance;
- Preliminary Pro Forma.

At the September 6, 2018 AHT Meeting, they voted affirmatively to support bringing this project forward for consideration by the Board of Selectmen.

It is my understanding that this LIP proposal (4 of the 16 units will be affordable) is on the BOS agenda for November 27, 2018. In that connection, we have attached some additional site information on DCHD forms and a preliminary waiver list. We look

forward to responding to any questions that the BOS may have at this public meeting. IF there is additional information that you believe would be either helpful or necessary for that meeting, please contact me and we will do our best to respond promptly.

Thank you for your consideration of this proposal.

Very truly yours,



James W. Murphy



August 15, 2018

Robert Borrelli
P.O. Box 377
Medfield, MA 02052

**Re: Comprehensive Permit Application, 40B
96 Adams Street, Medfield, MA**

Dear Mr. Borrelli,

This is in response to the concerns from the AHT Board at the August 2, 2018 meeting.

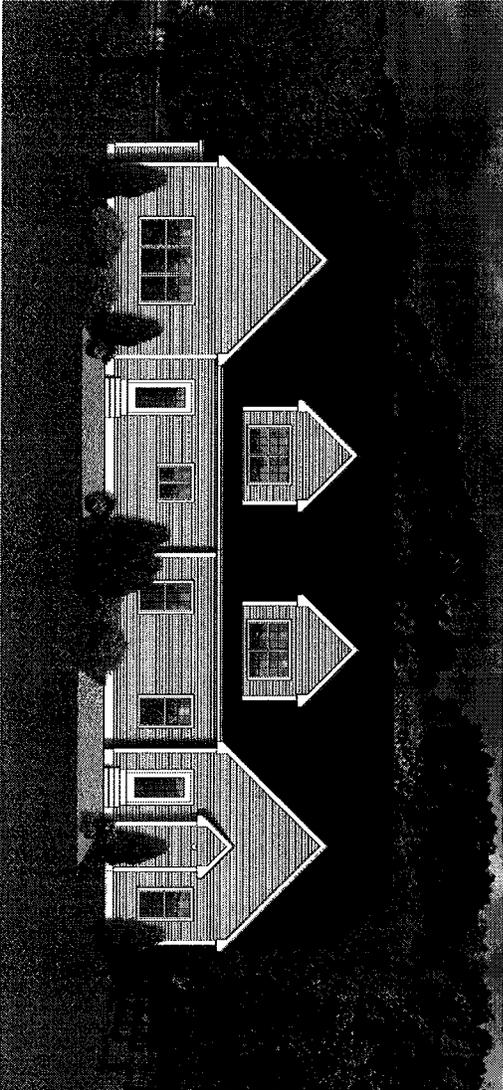
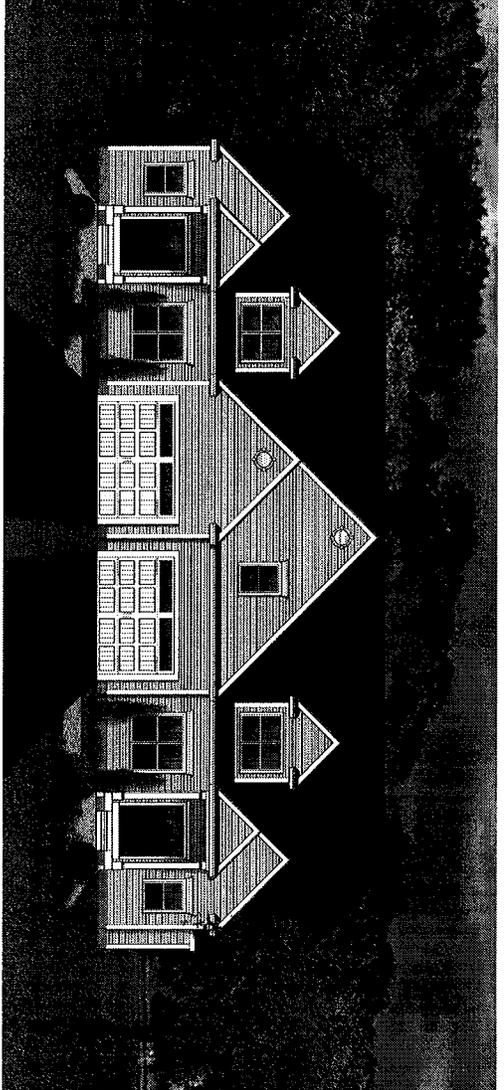
- **Wetlands and Buffers**
The preliminary layout would provide a no disturb buffer of approximately 25 feet from the wetland resource area. Relief from the Local Wetland Bylaw that requires a 50 foot no disturb area would be necessary.
- **Buffers between proposed units and neighbors on Adams Street and Floyd & Glen property.**
The buffer along the rear of the units would consist of either a 6 foot high privacy fence or evergreen type plantings along the property boundary, as may be preferred by the neighbors.
The area along the side property boundaries and entrance roadway would be buffered with a privacy fence do to the limited area for planting.
- **Additional onsite parking**
The plan as shown depicts 8 guest parking spaces. There is sufficient area to expand to a total of 12 spaces.
- **Abutters concern about single entrance**
The layout is consistent with a typical cul-de-sac subdivision with a turnaround at the end. The turnaround is designed per the Planning Board Rules and Regulations.
- **Construction traffic**
Construction vehicle track will be specified as to the route

Thank you for your attention in this matter.

Sincerely,
GLM Engineering Consultants, Inc.

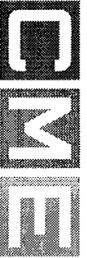


Robert S. Truax
Project Manager/Design Eng.



PROJECT DESCRIPTION
16-UNIT DUPLEX BUILDINGS

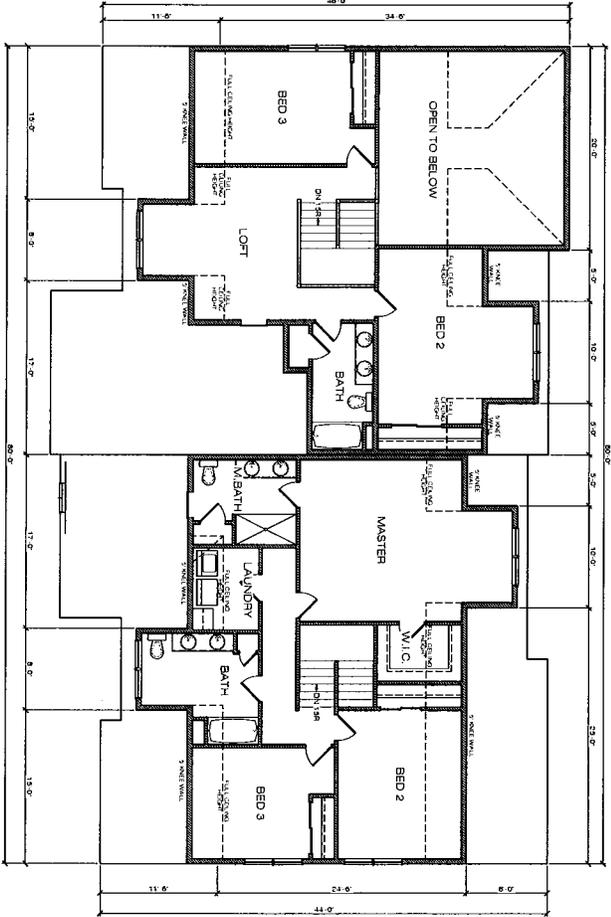
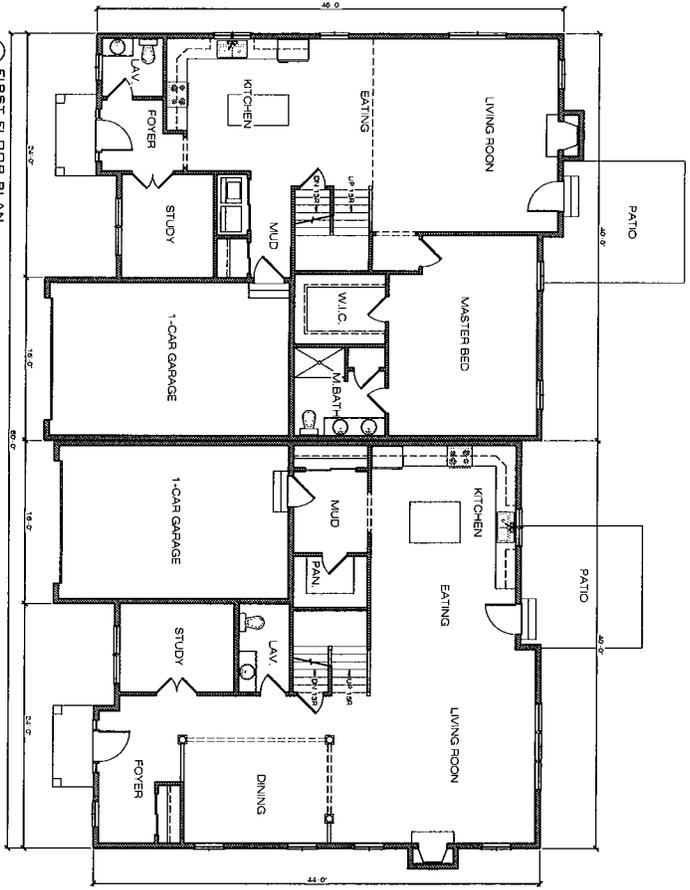
MEDFIELD, MA
 MEDFIELD HOLDINGS LLC



CME
 ARCHITECTS, INC.
 5 WILKINSON DRIVE, SUITE 210
 PLAINVILLE, MA 02768 508-809-3509

Scale: 1/4" = 1'-0"
 Date: 2018-05-11
 Drawn By: C. GREEN
 Checked By: E. FALLAVI
 Job Number: 18126

Drawing:
DD1



PROJECT DESCRIPTION

16-UNIT DUPLEX BUILDINGS

MEDFIELD, MA
 MEDFIELD HOLDINGS LLC



ARCHITECTS, INC.
 5 WILKINS DRIVE, SUITE 210
 PLAINVILLE, MA 02768 508-809-3509

Scale	3/4" = 1'-0"
Date	2010-08-11
Drawn By	C GREEN
Checked By	E FULLAM
Job Number	18138
Drawings	DD2



August 14, 2018

Mr. Michael Sullivan, Town Administrator
Town of Medfield
Town House
459 Main Street
Medfield, MA 02056

Re: 96 Adams Street, Medfield

Dear Sir:

Pursuant to the request of Bob Borrelli, I am writing to confirm that Needham Bank would welcome a financing request from Mr. Borrelli for the purchase and development of 96 Adams Street in Medfield, MA.

Mr. Borrelli is a highly valued customer of Needham Bank. We have known him for many years. Over that time, the bank has financed many residential and commercial construction projects and we look forward to continuing our relationship with Mr. Borrelli by financing the acquisition and development of this property.

Please note that any financing request would be subject to the bank's normal underwriting and lending policies as well as the requisite signatures for approval.

If you need anything additional, do not hesitate to contact me directly at 781-474-5438.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Maiona".

Stephanie Maiona
Executive Vice President & Senior Commercial Lender

**ADAMS STREET
MEDFIELD MASSACHUSETTS
PROPOSED LIP
PRELIMINARY BUDGET FORECAST
(12 Market Units, 4 Affordable Units)**

COSTS:

Site Acquisition	\$ 863,000.00
Construction Costs (38,512 square feet @ \$150/sq/ft)	\$5,776,800.00
Paving Costs	<u>\$ 250,000.00</u>
<u>TOTAL COSTS:</u>	\$6,889,800.00

PROJECTED SALE PROCEEDS:

12 Market Units @ \$600,000.00/unit	\$7,200,000.00
4 Affordable Units @ \$210,000.00/unit	<u>\$ 840,000.00</u>
<u>TOTAL REVENUE:</u>	\$8,040,000.00

PRELIMINARY PROJECTED PROFIT:	\$1,150,200.00
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V. PROJECT INFORMATION

1.	Type of Housing:	Total Number of Units
	Single-Family House	_____
	Condo	<u>16</u>
	Rental	_____
	Other	_____

2. Total Number of Units Affordable 4 Market 12

3.	Project Style:	Total Number of Units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	<u>8</u>
	Multifamily house (3+ family)	_____
	Multifamily rental building	_____
	Other (specify): <u>Rehabilitation</u>	
	<u>of an existing structure with a</u>	
	<u>new addition to be added</u>	

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region’s demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:

Buildings 16.6% Parking & Paved Areas _____%

Usable Open Space % Unusable Open Space _____%

6. Is any portion of the project designed for non-residential use? No
 If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick’s Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
Development to be in compliance with the Massachusetts “Stretch Code” (780 CMR Appendix 115.AA).

B. How will the project maximize energy efficiency and meet Energy Star Standards?
Development to be in compliance with the Massachusetts “Stretch Code” (780 CMR Appendix 115.AA).

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?
Development to be in compliance with the Massachusetts "Stretch Code" (780 CMR Appendix 115.AA).

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	<u>4</u>	<u>3</u>	<u>2</u>	<u>2407</u>	<u>1</u>	\$210,000.00	_____	<input type="checkbox"/> # _____
						\$210,000.00	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>12</u>	<u>3</u>	<u>2</u>	<u>2407</u>	<u>1</u>	<u>\$600,000.00</u>	_____	<input type="checkbox"/> # <u>0</u>
							_____	<input type="checkbox"/> # _____
							_____	<input type="checkbox"/> # _____
							_____	<input type="checkbox"/> # _____
							_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 231,913.44 sf Total Buildable Acreage 38,512 sf
2. Describe the current and prior uses of the subject site: Currently, there is a single family house on the property.

Existing buildings on site? Yes No
If yes, describe plans for these buildings: To be demolished.

3. Current Zoning Classification:
Residential RS (minimum lot size) _____
Commercial ___ Industrial _____ Other _____
4. Does any portion of the site contain significant topographical features such as wetlands?
Yes No If yes, how many acres are wetlands? _____
If yes, attach map of site noting wetland areas.
Is map attached? Yes No
5. Is the site located within a designated flood hazard area?
Yes No
If yes, please attach a map of the site with flood plain designations.
Is map attached? Yes No
6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No
7. Is the site within a Historic District? Yes No
If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?
Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer	<input checked="" type="checkbox"/>	Private Septic	<input type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input type="checkbox"/>				
Other	<input type="checkbox"/>	Explain:	_____		

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. _____.

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? See attached.

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. Owned by Developer _____

B. Under Purchase and Sale Agreement Attached hereto.

C. Under Option _____

Seller: Sheila Ann Roy

Buyer: Medfield Holdings LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain: No.

Date of Agreement May 1, 2018 Expiration Date _____

Extensions granted? Yes No Date of Extension _____

Purchase Price \$663,000.00

LIST OF WAIVERS

As required under 760 CMR 56.05(2)(h), the following is a list of waivers to Medfield "Local Requirements and Regulations," including, but not limited to the Zoning Bylaw for the Town of Medfield and the Rules and Regulations of the Planning Board of the Town of Medfield. In addition to the following list, the Applicant requests a waiver from each and every provision or requirement of all Local Requirements and Regulations issued by a local Medfield Board or Commission to the extent inconsistent with the submitted Plans sought to be approved.

1. Any and all regulations or requirements that prohibit or limit the construction of or use of the Property as a 16 unit multifamily project as approved under the Comprehensive Permit Decision, including, but not limited to the following:
 - a. Zoning Bylaw Section 300- 4.1 (imposing greater restriction in Bylaw when more than one regulation or restrictions applies);
 - b. Zoning Bylaw Section 300-5.1 (Prohibiting use or occupation of building except for purposes permitted in its district);
 - c. Zoning Bylaw Section 300-5.3 A (Limiting uses of property and imposing buffer requirements);
 - d. Zoning Bylaw Section 300-5.4 (Limitations of Uses set forth in the Table of Use Regulations);
 - e. Zoning Bylaw Section 300-6.1 and 6.2 (Limitations on area and/or setbacks, front or side yards for proposed residential use as 16 apartment units, including, but not limited to any buffer requirements);
 - f. Zoning Bylaw Section 300-6.2j (Requiring a 25' buffer strip to be provided along the boundary of an adjoining residential lot);
 - g. Zoning ByLaw Section 300-8.3.B.6 (Requiring a 24 foot access/egress drive where a lesser width in feet is provided).
 - h. Zoning Bylaw Section 300-6.3 (any restrictions on basements or requirements for change to impervious surface except as shown in the Plans sought to be approved);
 - i. Zoning Bylaw Section 300 Attachment 1 (Use Regulations in the B Zone to the extent that they would not permit the construction and use of the Property as a 16 unit multifamily project);
 - j. Zoning Bylaw Section 300 Attachment 2 (Area Regulations in the B Zone to the extent that they would not permit the construction and use of the Property as a 16 unit multifamily project as shown on the Plans sought to be approved);
 - k. Zoning Bylaw Section 300 Attachment 3 (Seeking waiver of portion of table indicating that multifamily units are "Not permitted." Also seeking waiver of Maximum Floor Area Ratio of .75, to the extent that including basement areas results in a greater FAR);

l. Zoning Bylaw Sections 300-8.2 and 300-8.3 (imposing parking, buffer or curb requirements different from what currently exist or are proposed in the submitted plans);

m. Zoning Bylaw Article 14.3 (requiring Planning Board Site Plan Review and approval) (a waiver is necessary to clarify that the Project does not need Site Plan Review, but is instead governed by the Comprehensive Permit Decision of the ZBA);

n. Zoning Bylaw Article 16 (waiver of any conditions which would prohibit or limit the use of the Property as a 16 unit multifamily project as shown in the Plans sought to be approved.);

2. Any and all requirements imposed by Chapter 150 relating to preservation restrictions or requirements or any demolition delay otherwise applicable to the project.

3. Any and all requirements of the Medfield Board of Health's Regulations for Storm Water and Runoff Management. (The Regulations state that are applicable to any construction requiring site plan approval or a special permit in Aquifer Protection Districts. The property may be located in the Secondary Aquifer Zone. As no site plan approval or special permit is being sought for this 40B Comprehensive Permit project, these requirements may not be applicable. If they are deemed to be applicable, a waiver from such requirements is sought. As proposed, the overall impervious area is reduced from the existing, such that there is no increase in storm water runoff.)

Please note that pursuant to 760 CMR 56.00, and more particularly under 760 CMR 56.05(7), "Zoning waivers are required solely from the "as-of-right" requirements of the zoning district where the project site is listed; there shall be no requirement to obtain waivers from special permit requirements of the district." Accordingly, any waivers which reference special permit requirements are included for illustration or contextual purposes.

Update on Plastic Bag Reduction Initiative
(a subcommittee of the Medfield Transfer Station and Recycling Committee)
For Selectmen
11/27/18

An overview of Initiative activities and accomplishments to date

Facts

Worldwide 1 Trillion plastic bags used EVERY YEAR.

In the US, 100 Billion plastic bags used EVERY YEAR.

In Medfield, 4 million, two hundred thousand (4,200,000) plastic bags used EVERY YEAR.

#1. Notifying merchants in town about the Initiative.

Andy Costello went to every merchant in town in July to announce the Initiative and conducted a simple survey of bag usage. We are in the process of reaching out to restaurants. There were two establishments who were hesitant to endorse the Initiative but said they would certainly comply. All other merchants either already offer only paper bags, offer both paper and plastic, or know this is coming and are ready to change.

#2. Medfield Day, 9/15/18.

Our booth at Medfield Day was extremely successful. We got 75 names on a mailing list, which included many middle and high school students who have participated in activities since then. The high school AP Environmental Science class and Environmental Club helped set up and man the booth all day. Andy Costello and a hs student dressed up in a "bag costume" consisting of 350 plastic bags (the number of bags each man, woman and child uses EVERY year). The costume was a big success. Andy was interviewed on Medfield Cable TV in the costume.

During the day, we received comments from people who had never thought about the amount of bags they use, comments from people who agreed with the Initiative and thanked us for making the effort to bring the issue to the public, and one person who disagreed because it was not convenient to stop using plastic bags.

#3. Showing of the movie "Bag It!" at the UCC on Thursday, Oct. 25th.

The Medfield Plastic Reduction Initiative has joined up with the Medfield chapter of The Savvy Women's Alliance, who sponsored the showing of this movie.

The movie was a great success, with 22 people attending. There was a good discussion after the movie led by Helen Dewey and Megan Sullivan. We also had a Resource Table filled with alternatives to one-time use plastic products like non-plastic water bottles, glass coffee mugs, beeswax pot covers, our custom printed reusable shopping bag and steel straws, as well as resources for biodegradable dog waste bags. We might show this movie again in the spring to help more folks think about how their own actions can make a difference.

#4. Multi-town meetings to share progress/help

John Aprea from Norwood invited our group to join Westwood, Norwood, and Walpole in discussions on where we are in the process of informing the public about and possibly going for a ban on plastic bags. We seem to be the furthest along within this group, but each will go about it in a different way, so it is good to talk to others. Melanie Vagnani is our representative in this group. Meeting time TBD.

#5. Informational Forums 11/15 and 11/18

We held Informational Forums on 11/15 at 7:30pm and 11/18 at 3:30 pm at the Public Safety Building. Our purpose in holding these forums was to present the facts about the dangers of plastic bag use in the world/country/town, to present alternatives, and then to listen to the public. We wrote down their thoughts and concerns, answered questions and will now bring their incites and action item requests into our planning for the next phase of the process.

With no apparent opposition after giving the public many opportunities to express same, we will now discuss the option of bringing a bylaw to town meeting in spring 2019; to ban plastic bags at checkout in Medfield. We will have another Forum in late winter as well as many other public means of discussing and educating residents and merchants. Our goal is consensus. We want the public to embrace this change, although we know change is hard and it will be initially inconvenient for some.

NEXT STEPS

#6. Holiday Stroll 12/7

We plan to participate in two ways on this night.

- A) We have contacted all vendors and have offered to supply all their bags for sales of items. They have responded positively to this idea and we are preparing the bags. There are 3 bag sizes, and the bags will have a sticker with our Initiative logo on them. We aim to make this a "Plastic Bag Free Event". The money for these bags will come from the money we raised on our raffle at Medfield Day and the money we raise this night (see below).
- B) We will offer bag decorating at Park St. Books. We will use the last of our reusable bags we had printed up for Medfield Day. For \$5, people will be able to decorate the opposite side of the bags with fabric markers.

#7. Checking in with restaurants. We will now survey all restaurants in town to see who uses plastic bags for take-out. Our goal is to include these merchants in the ban. Natick, Framingham and Boston all have bans in place, so we will research restaurants in these communities and inform restaurants as to how others are working with this change.

#8. Town Council. We will be meeting with Mark Cerel on Thursday, 11/29, to start drafting our bylaw. We will update you on that as we progress.

Respectfully submitted,

Andrea Costello, member of Medfield Transfer Station and Recycling Committee,
Co-chair of Medfield Plastic Reduction Initiative

Eve Potts, member of the Medfield Plastic Reduction Initiative



MICHAEL J. SULLIVAN
Town Administrator

TOWN OF MEDFIELD

Office of
BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

(508) 359-8505

November 27, 2018

Medfield Board of Assessors
459 Main Street
Medfield, MA 02052

Dear Assessors,

We would like to request that your Board release excess Overlay Funds at your next meeting so that these funds can be used as a revenue source in setting the fy20 tax rate, appropriated at the Annual Town Meeting, or closed to free cash at the end of the fiscal year.

Michael T. Marcucci, Chairman

Gustave H. Murby, Clerk

Osler L. Peterson, Third Member
Board of Selectmen

Memorandum



To: Michael T. Marcucci, Chairman, Board of Selectmen
CC: Michael Sullivan, Town Administrator
From: John J. McNicholas, Chairman
Date: October 15, 2018
Re: Zoning Board of Appeals (ZBA) Membership

The ZBA has learned of the desired resignation of valued longtime chairman, Stephen Nolan; official resignation letter forthcoming.

The ZBA also requests that you accept the resignation of Charles Peck as a full member and appoint him as an Associate Member.

Therefore, the remaining members of the ZBA, at their duly posted meeting on October 10, 2018, unanimously recommended appointment of William McNiff and Michael Whitcher as Members of the ZBA.

The Board will commence advertising to fill the remaining Associate position.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2018-13

STATE CONTRACT # (if applicable) FAC88

This Contract is made this 27th day of November 2018 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 Padula Bros Inc., having a usual place of business at 700 Fort Pond Road, Lancaster, MA 01523, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work 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 Quotation 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.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Delivery: (if applicable) The Contractor shall deliver FOB to the Department of Public Works locations as listed in the Agreement.
5. 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.

6. Contract Term: The Contract Term is as follows: November 27, 2018 through November 26, 2019 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
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 professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
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: B. J. Mansueti
Title: president

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, 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:

B. Mansfield
Print Name Bryan Mansfield

President / Paduk Bros. Inc.
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Bryan Mansfield, authorized signatory for
name of signatory

Paduk Bros. Inc, whose
name of contractor

principal place of business is at 700 Fort Pond Road,

Lowell MA 01523 does hereby certify under the pains and penalties of perjury that
Paduk Bros 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.

B. Mansfield 11/19/18
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

The undersigned, being the Shareholders of Te D. L. Bros Inc, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

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

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

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

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

Clerk of Corporation Certificate

I, Bryan Mansfield 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 Nov 19, 2018

Bryan Mansfield
Clerk of Corporation

SEAL

ATTACHMENT

A



JOHN DEERE

Quote Id: 18343979

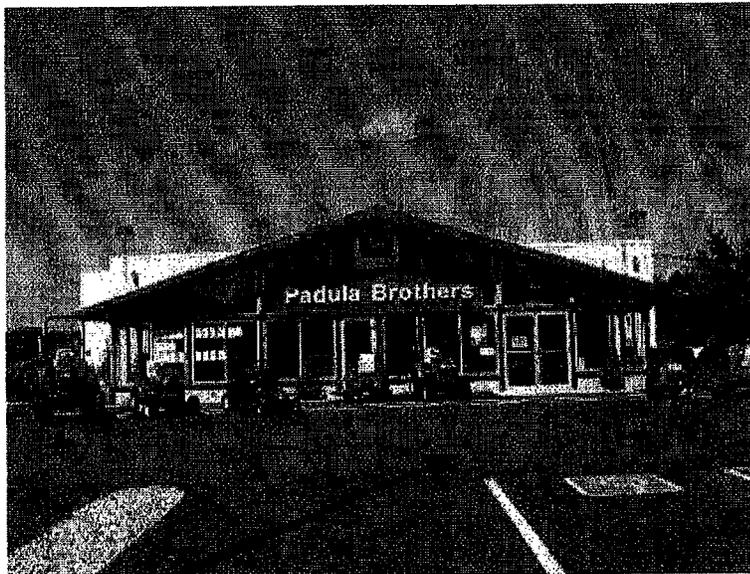
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
700 Fort Pond Road
Lancaster, MA 01523
978-537-3356
bryanm@padbros.com

Prepared For:
Town Of Medfield



Proposal For:
Town Of Medfield

Delivering Dealer:

Kevin Mccarthy

Padula Bros., Inc.
700 Fort Pond Road
Lancaster, MA 01523

bryanm@padbros.com

Quote Prepared By:

Kevin McCarthy
kevinm@padbros.com

Date: 11 October 2018

Offer Expires: 31 October 2018

Confidential



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
700 Fort Pond Road
Lancaster, MA 01523
978-537-3356
bryanm@padbros.com

Quote Summary

Prepared For:

Town Of Medfield
MA
Home : 508-359-8597

Delivering Dealer:

Padula Bros., Inc.
Kevin Mccarthy
700 Fort Pond Road
Lancaster, MA 01523
Phone: 978-537-3356
kevinm@padbros.com

Price includes service filters for first 300 hours...and parts and service manual.

Quote ID: 18343979
Created On: 11 October 2018
Last Modified On: 05 November 2018
Expiration Date: 31 October 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100M Utility Tractor	\$ 81,999.25 X	1 =	\$ 81,999.25
PowerGard Protection Plan	\$ 2,795.00 X	1 =	\$ 2,795.00
Contract: MA Lawn & Grounds Equipment FAC88 (PG 3X CG 22)			
Price Effective Date: November 13, 2017			
Sub Total			\$ 84,794.25
Equipment Total			\$ 84,794.25

Trade In Summary	Qty	Each	Extended
1998 JOHN DEERE 5410 WHEEL DRIVE CAB - LV5410S143960	1	\$ 12,505.00	\$ 12,505.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 12,505.00
Trade In Total			\$ 12,505.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 84,794.25
Trade In	\$ (12,505.00)
SubTotal	\$ 72,289.25
Est. Service Agreement Tax	\$ 0.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Padula Bros., Inc.
700 Fort Pond Road
Lancaster, MA 01523
978-537-3356
bryanm@padbros.com

Total	\$ 72,289.25
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 72,289.25

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 18343979

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
700 Fort Pond Road
Lancaster, MA 01523
978-537-3356
bryanm@padbros.com

JOHN DEERE 5100M Utility Tractor

Hours:

Stock Number:

Contract: MA Lawn & Grounds Equipment FAC88 (PG 3X
CG 22)

Selling Price *
\$ 81,999.25

Price Effective Date: November 13, 2017

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
253CLV	5100M Utility Tractor	1	\$ 62,818.00	18.00	\$ 11,307.24	\$ 51,510.76	\$ 51,510.76
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	ENGLISH	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1390	32F/16R PowrReverser Hi-Lo (40k)	1	\$ 1,696.00	18.00	\$ 305.28	\$ 1,390.72	\$ 1,390.72
2055	Standard Cab	1	\$ 11,769.00	18.00	\$ 2,118.42	\$ 9,650.58	\$ 9,650.58
2121	Premium Air Suspension Seat	1	\$ 1,353.00	18.00	\$ 243.54	\$ 1,109.46	\$ 1,109.46
2400	Less Instructional Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirror Telescopic LH & RH	1	\$ 305.00	18.00	\$ 54.90	\$ 250.10	\$ 250.10
3025	Corner Post Deluxe Exhaust	1	\$ 603.00	18.00	\$ 108.54	\$ 494.46	\$ 494.46
3326	3 Mechanical Stackable Rear SCV	1	\$ 886.00	18.00	\$ 159.48	\$ 726.52	\$ 726.52
3420	2 Stackable Mid SCVs with Mechanical Joystick control	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Two Speed PTO - 540/540E	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Electronic Hitch Control with Remote Control on LH Fender	1	\$ 475.00	18.00	\$ 85.50	\$ 389.50	\$ 389.50
4110	Telescoping Draft Links with Ball End - Cat.2	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH Only Adjustment Lift Link	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Mechanical Center Link with Ball Ends - Cat. 2	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH & RH Stabilizer Bar	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5133	460/85R30 (18.4R30) R1W Radial	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 18343979

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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700 Fort Pond Road
Lancaster, MA 01523
978-537-3356
bryanm@padbros.com

5999	No Rear Tire Brand Preference	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD Front Axle	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6203	320/85R24 (12.4R24) R1W Radial	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6799	No Front Tire Brand Preference	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
8010	Front Fenders - Rigid (Axle Mounted)	1	\$ 553.00	18.00	\$ 99.54	\$ 453.46	\$ 453.46
8020	Rear Fender Extensions (Cab)	1	\$ 241.00	18.00	\$ 43.38	\$ 197.62	\$ 197.62
8955	Front Weight Support - (55 kg/121 lbs.)	1	\$ 189.00	18.00	\$ 34.02	\$ 154.98	\$ 154.98
Standard Options Total			\$ 18,070.00		\$ 3,252.60	\$ 14,817.40	\$ 14,817.40
Dealer Attachments/Non-Contract/Open Market							
RE555751	200 AMP ALT	1	\$ 838.79	18.00	\$ 150.98	\$ 687.81	\$ 687.81
Allied	Ride Max Radial Rear 18.4 R 30 Tires* (less trade)	2	\$ 1,200.00	0.00	\$ 0.00	\$ 1,200.00	\$ 2,400.00
Allied	Ride Max Radial Front 12.4-24 Front tires	2	\$ 550.00	0.00	\$ 0.00	\$ 550.00	\$ 1,100.00
Allied	Back up camera	1	\$ 549.00	0.00	\$ 0.00	\$ 549.00	\$ 549.00
Allied	Strobe package including unit for back of mower	1	\$ 1,800.00	0.00	\$ 0.00	\$ 1,800.00	\$ 1,800.00
BSJ10442	Backup Alarm Kit	1	\$ 162.80	18.00	\$ 29.30	\$ 133.50	\$ 133.50
LVB25776	Fixed Front Fender Mounting brackets and hardware kit - (MFWD) without loader	1	\$ 836.00	18.00	\$ 150.48	\$ 685.52	\$ 685.52
BW16765	Hood Guard	1	\$ 418.00	18.00	\$ 75.24	\$ 342.76	\$ 342.76
LVB25720	Auxiliary work light kit (2 lights)	1	\$ 151.80	18.00	\$ 27.32	\$ 124.48	\$ 124.48
BSJ10163	Floodlamp/Work Lights, LED, (4 Lights)	1	\$ 442.20	18.00	\$ 79.60	\$ 362.60	\$ 362.60
LVB25727	PowrReverser modulation control kit	1	\$ 156.20	18.00	\$ 28.12	\$ 128.08	\$ 128.08
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	10	\$ 136.40	18.00	\$ 24.55	\$ 111.85	\$ 1,118.48
R213907	Weight, rear wheel - 43.09 kg (95 lb)	3	\$ 147.40	18.00	\$ 26.53	\$ 120.87	\$ 362.60
Allied	Essential DOT Compliant Safety kit	1	\$ 129.00	0.00	\$ 0.00	\$ 129.00	\$ 129.00



JOHN DEERE

Selling Equipment

Quote Id: 18343979

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
700 Fort Pond Road
Lancaster, MA 01523
978-537-3356
bryanm@padbros.com

Allied	External Tool box mounted	1	\$ 240.00	0.00	\$ 0.00	\$ 240.00	\$ 240.00
Allied	Shatter proof door and window	1	\$ 5,723.00	15.00	\$ 858.45	\$ 4,864.55	\$ 4,864.55
RE567557	Radio - AM/FM, Bosch (Standard)	1	\$ 399.65	18.00	\$ 71.94	\$ 327.71	\$ 327.71
Ballast	Load Rear Left Tire	1	\$ 315.00	0.00	\$ 0.00	\$ 315.00	\$ 315.00
Dealer Attachments Total			\$ 14,195.24		\$ 1,522.51	\$ 12,672.73	\$ 15,671.09
Value Added Services							
	PowerGard Protection Plan	1	\$ 2,795.00			\$ 2,795.00	\$ 2,795.00
Value Added Services Total			\$ 2,795.00			\$ 2,795.00	\$ 2,795.00
Suggested Price							\$ 84,794.25
Total Selling Price			\$ 95,083.24		\$ 16,082.35	\$ 79,000.89	\$ 84,794.25



JOHN DEERE

Extended Warranty Proposal

PowerGard™ Protection Plan

Tractors - Utility		Plan Description		Price	
Date : November 5, 2018					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 250
Equipment Type	Tractors - Utility	Coverage:	Comprehensive	Quoted Price	\$ 2,795.00
Model	5100M	Total Months:	48		
Country	US	Total Hours:	4000	Date Quoted	October 29, 2018
MFWD/Tracks	N				
Scraper Use					
<small>THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 95 days or 100 hours of ownership for new Gator Utility Vehicles and Golf and Turf equipment during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months or unlimited hours for Golf and Turf products. Most Gator Utility Vehicles have a John Deere basic warranty of 12 months or 1000 hours. Limited Plan coverage = Engine and Powertrain only. Comprehensive Plan coverage = Full Machine.</small>					

PowerGard Protection Proposal Prepared for: *I have been offered this extended warranty and*

Customer Name - Please Print _____

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature _____

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :
 The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :
 PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

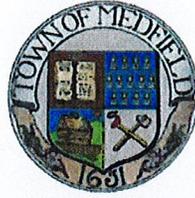


JOHN DEERE

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2018-14

STATE CONTRACT # (if applicable) _____

This Contract is made this 27th day of November 2018 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 Tri-County Contractors Supply Inc., having a usual place of business at 154 Wayside Avenue, West Springfield, MA 01089, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work 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 Quotation 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.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Delivery: (if applicable) The Contractor shall deliver FOB to the Department of Public Works locations as listed in the Agreement.
5. 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.

6. Contract Term: The Contract Term is as follows: November 27, 2018 through November 26, 2019 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
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 professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
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: Robert H. Clark Jr
Title: PRESIDENT

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, Town Administrator

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of TRI COUNTY CONTRACTORS SUPPLY, INC., a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

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

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

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

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

Clerk of Corporation Certificate

I, Ann M. Clark 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 03/15/, 2018.


Clerk of Corporation

SEAL

ATTACHMENT

A

Tri County Contractors Supply Inc.

Main Office Location
154 Wayside Avenue
West Springfield, MA 01089
Phone (413) 733-5189
Fax (413) 781-2102

October 29, 2018

Javier Hernandez
Medfield Fleet Maintenance
55 North Meadows Rd.
Medfield, MA 02052

Dear Javier,

As per your recent request, we are pleased to provide you with a quotation for a new McConnel "VFR" Boom mower to fit onto a John Deere 5100 series tractor. Pricing is as follows:

- One - new PA5360VFR Boom Mower Assembly complete with:
 - "Variable Forward Reach" allowing for head to be positioned forward of the cab
 - c.17' 5" of reach from the centerline of the tractor
 - Evolution Joystick controller - state of the art, simple to use controller
 - 1.2M - "MULTICUT" 48" Flail Mower Head, - 60 HP Hydraulic System
 - Cooler for the hydraulic System and Oil in the system
 - Skid show kit for flail head
 - 5 Point Tractor Mounting with subframe mounting bracket,
tractor latches and tractor axle brackets
 - Installation onto your John Deere 5100 series Tractor
 - Rear mounted blower and mounting kit included
 - Includes Delivery back to Medfield, MA
 - new 62" High Flow BaumaLight Brush Fire MS548 Mulcher
 - Hoses & Coupler included
 - Case drain included
 - Fully Service and Ready to Operate

FOB: Medfield, MA

\$61,125.00

This would be a new McConnel Boom Mower complete with a Flail head. Although it mounts onto the rear 3 point and dual tractor mounts, the flail head actually mows forward and closer to the cab than a mid-mount and does not have the mid-mount post blocking any view of the operator.

You would probably want to add some "suitcase" weights in the front of the tractor and possibly a wheel weight in the left rear wheel for additional stability.

I have enclosed some literature and pictures to show what the "VFR" can do.

We could quote you on the longer reach, model PA5565VFR BUT this would be heavier and require more counterweights for only 7" of additional cut (18' reach/cut).

After reviewing this information if you have any questions or if we can be of any further assistance please feel free to contact us. Thank you for this opportunity. We look forward to earning your business.

Sincerely,



Kathryn (Clark) Galuszewski
Mrkt. Director and Sales
Tri-County Contractor's Supply, Inc.
Office - 413-733-5189 - Ext. #4
Cell - 413-575-0816
Email: kclark@tricitycontractors.com

Cc - File



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: MEDFIELD WATER SYSTEM – UNACCOUNTED FOR WATER ASSESSMENT**

CONTRACT # DPW 2018-12

STATE CONTRACT # (if applicable) _____

This Contract is made this 27th day of November 2018 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 Environmental Partners Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for 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 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.
2. Scope of Services: The Contractor 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. Source of Payment; Limitation of Town's Liability: The Town is not and shall not be individually liable therefore; Town represents that the funds, are sufficient to pay for

Consultant's initial services, where such funds are based on estimates provided by the Consultant. If additional services are required, the Consultant will notify the Town and the Town will obtain additional funds. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional services, **It shall be Consultant's responsibility to ensure that there are sufficient funds available to pay for any additional Town-requested services prior to Consultant's undertaking same.** Consultant shall not exceed the amounts specified without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

4. 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.
5. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
6. Contract Term: In accordance with the schedule provided by the Department of Public Works, November 27, 2018 to June 30, 2019.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor 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.
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 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 Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, 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 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 Engineering Consulting Applicants. Contractor

warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.

10. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
11. 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 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 in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). 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.

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 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.

15. 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.

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 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: Environmental Partners Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 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.

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 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.
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)

Board of Selectmen

By: Paul Stuebe

Title: President

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, 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:

Paul Gabriel
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Paul Gabriel, authorized signatory for
name of signatory

Environmental Partners Group, whose
name of contractor

principal place of business is at Quincy, MA

_____ does hereby certify under the pains and penalties of perjury that
Environmental Partners Group 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.

Paul Gabriel 12-11-18
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Environmental Partnerships 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, Paul Gabriel 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 12-6 2005

Paul Gabriel

Clerk of Corporation

SEAL

ATTACHMENT

A

DRAFT FOR REVIEW

October 15, 2018

Mr. Maurice Goulet
Superintendent of Public Works
Town House
459 Main Street
Medfield, MA 02052

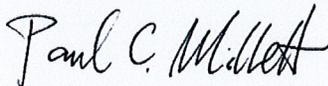
**RE: Medfield Water System – Unaccounted For Water Assessment
Proposal for Professional Engineering Services**

Dear Mr. Goulet:

As requested, Environmental Partners Group Inc. (EP) has prepared a revised draft scope of services for an assessment of the Town's Unaccounted For Water (UAW). The scope is based on our meeting on October 2nd and the information provided by the Town including annual statistical reports, meter records, and leak detection surveys.

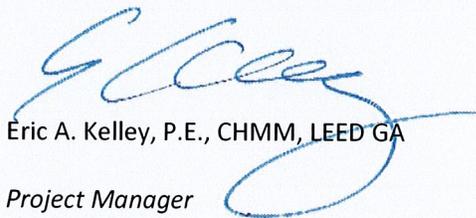
If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com, (617) 657-0276, or Eric at eak@envpartners.com, (617) 657-0282.

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.

Senior Project Manager



Eric A. Kelley, P.E., CHMM, LEED GA

Project Manager

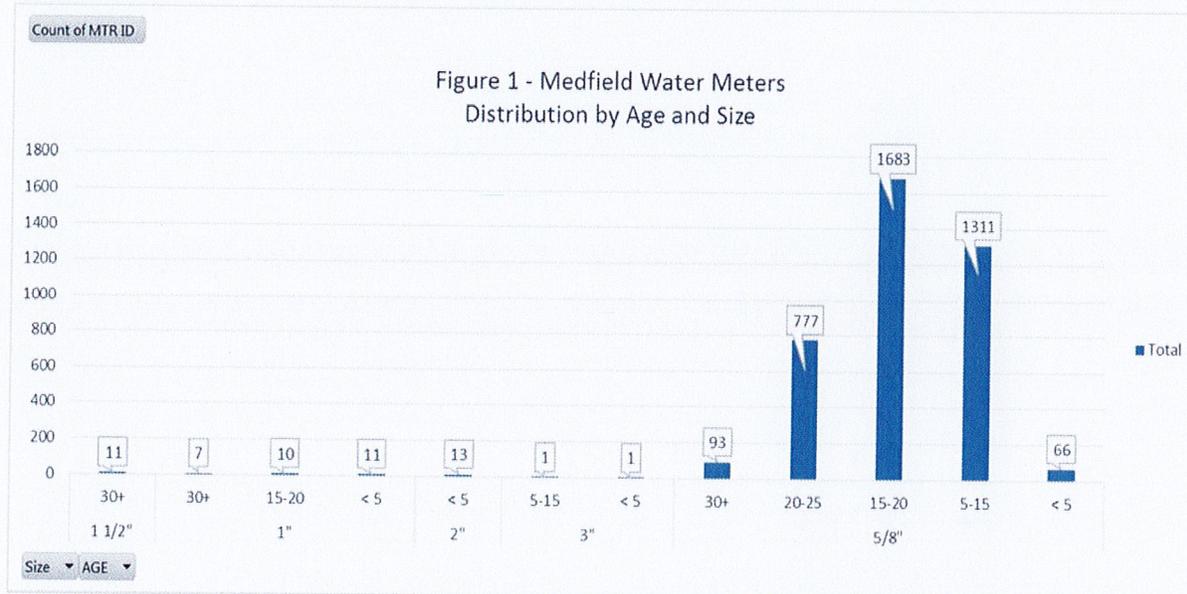
Cc: Mr. Bill Harvey, Chair, Board of Water and Sewerage
Mr. David O'Toole, Water Dept.

Encl: Professional Engineering Services Proposal

Project Understanding

The Town has historically reported UAW levels between 20 percent and 30 percent for the past ten to fifteen years. The UAW has been generally attributed to system leaks and meter malfunctions. The Town has been conducting annual leak detection surveys of its entire water system each spring and has identified between 12 and 18 leaks during each of the past three surveys (2016, 2017 and 2018). The leaks have consisted of mains, hydrants, and services estimated to be between 148,000 and 226,000 gallons per day. The Town has actively worked to repair the identified leaks.

The Town's water meter system consists of 3,984 meters ranging in size from 5/8" to 3". Over 99 percent (3,930 meters) of the system consists of 5/8" meters, which are mostly for residential customers. The Town's meters vary in age from less than 5 years old to greater than 30 years old. Approximately 65 percent of the Town's meters are older than 15 years. The meter age and size distribution is presented in Figure 1.



The Town switched over to a drive-by meter reading system a few years ago and currently performs semi-annual meter readings for billing water and sewer usage twice per year. Over the past few years the Town has focused on replacing their 1-inch and larger meters with new compound meters. Generally these meters are located at municipal buildings and recreation facilities. The Town annually has their source water meters at Wells 1, 2, 3, 4, and 6 tested and calibrated by a third party to ensure accuracy.

The Town would like to conduct an assessment of its UAW to develop recommendations for strategies to work towards reducing UAW to approximately 15 percent. Environmental Partners has developed the following scope of services for the evaluation of the Town's UAW.

Scope of Services

Task 1 – Town-Wide Leak Detection Survey

Under this task, EP will do the following:

- Review the results of the past five years of leak detection surveys.
- Meet with the Town's Water Department staff to discuss the leak detection program and history of repairs.
- Develop recommendations for modifications to leak detection program.
- Meet with the Town and the leak detection surveying subconsultant to review the leak detection survey approach, distribution system background information, and GIS mapping/data collection procedures.
- Coordinate for the performance of a town-wide leak detection survey (approximately 80-miles of distribution mains) by a qualified leak detection surveying subconsultant. Survey will utilize both acoustical survey systems and temporary installation of digital correlators to detect possible leakage. Acoustical survey will include distribution mains and valves, water services, and fire hydrants. Digital correlators will be installed at major stream crossings and/or high traffic areas to evaluate the potential for system leaks where excessive noise may limit acoustical survey.
- Develop a GIS Map of the leak detection survey results identifying location and estimated size of leak. Mapping will include historical leak detection survey information and status of repairs.
- Develop a planning level estimate of the non-revenue water identified by the leak detection survey.

Task 2 – Meter Replacement Program Planning

Under the task, EP do the following:

- Review specifications of current meters and compatibility with advanced metering infrastructure for Town-wide meter reading system.
- Review current Town rules and regulations pertaining to water metering including meter replacement, sub-metering for irrigation, and billing. Compile water rates for surrounding communities for comparison to Town rates.
- Develop opinion of probable cost for meter replacement program. Estimates will be developed for three alternative implementation plans. The alternatives will be identified through discussions with the Town.
- Develop estimate for return on investment for meter replacement program.
- Identify funding mechanisms for water meter replacement program.

Task 3 – Technical Memorandum

Under the task, EP do the following:

- Prepare a draft technical memorandum outlining the findings from Tasks 1 through 3.
- Coordinate a meeting with the Town to discuss the findings of the assessment.
- Prepare a final technical memorandum addressing Town comments and questions from the draft memorandum.

PROJECT TEAM

Environmental Partners' project team will be led by Paul Millett, P.E., and Eric Kelley, P.E. with support technical staff from EP.

SCHEDULE

EP is prepared to proceed with the project upon receiving formal notice to proceed. The proposed project schedule assumes a start date of November 1, 2018.

Task	Propose Start	Estimated Completion
Task 1 – Leak Detection Evaluation	November 1, 2018	May 1, 2018
Task 2 – Meter Replacement Program Planning	November 1, 2018	December 31, 2018
Task 3 – Technical Memorandum	November 1, 2018	May 1, 2019

FEE

EP proposes to complete the scope of services outlined herein for the not to exceed amount of \$43,100.

Task	Budget
Task 1 – Leak Detection Evaluation	\$30,900
Task 2 – Meter Replacement Program Planning	\$6,500
Task 3 – Technical Memorandum	\$5,700
Project Totals	\$43,100

ASSUMPTIONS

- The project schedule assumes that the Town issues Environmental Partners a notice to proceed by November 1, 2018. Delays associated with extended permitting review timelines, or other elements that are outside of EP's control are not the responsibility of EP.
- The proposed schedule assumes the town-wide leak detection will be performed in the spring of 2019 unless weather conditions and availability of leak detection surveyor allow for fall 2018 schedule.

The project meetings specified will be scheduled with the Town and include representatives from the Department of Public Works' Water Department.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME:	
	PHONE (A/C, No, Ext): 781-245-5400	FAX (A/C, No): 781-245-5463
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Indemnity Co of CT		25682
INSURER B : Travelers Indemnity Co America		25666
INSURER C : Travelers Indemnity Co.		25658
INSURER D : XL Specialty Insurance Company		37885
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6802J049788	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3G197927	06/13/2018	06/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6572Y321	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / A			UB-6K138549	06/13/2018	06/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng.Prof.Liab Incl.PollutionLiab			DPR9927526	06/18/2018	06/18/2019	Per Claim 5,000,000 Aggregate 5,000,000

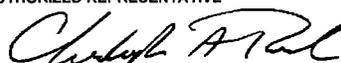
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Facilitation Consulting Services: Medfield Water System, Unaccounted for Water Assessment

30 days notice of cancellation provided.

CERTIFICATE HOLDER

CANCELLATION

TOWNM23 Town of Medfield 55 North Meadows Road Medfield, MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: WELLS 3 AND 4 WATER TREATMENT PLANT – PILOT TEST REPORT**

CONTRACT # DPW 2018-11

STATE CONTRACT # (if applicable) _____

This Contract is made this 27th day of November 2018 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 Environmental Partners Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for 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 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.
2. Scope of Services: The Contractor 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. Source of Payment; Limitation of Town's Liability: The Town is not and shall not be individually liable therefore; Town represents that the funds, are sufficient to pay for

the Consultant. If additional services are required, the Consultant will notify the Town and the Town will obtain additional funds. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional services, **It shall be Consultant's responsibility to ensure that there are sufficient funds available to pay for any additional Town-requested services prior to Consultant's undertaking same.** Consultant shall not exceed the amounts specified without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

4. 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.
5. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
6. Contract Term: In accordance with the schedule provided by the Department of Public Works, November 27, 2018 to June 30, 2019.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor 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.
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 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 Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, 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 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 Engineering Consulting Applicants. Contractor

warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.

10. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
11. 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 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 in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). 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.

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 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.

15. 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.

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 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: Environmental Partners Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 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.

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 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.
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)

Board of Selectmen

By: 

Title: President

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, 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:

Paul Gabriel
Print Name
President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Paul Gabriel, authorized signatory for
name of signatory

Environmental Partners Group, whose
name of contractor

principal place of business is at Quincy

_____ does hereby certify under the pains and penalties of perjury that
Environmental Partners Group 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.

Paul Gabriel 11-11-18
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Environmental Purini, 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, Paul Gabriel 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 12-6, 2005.

Paul Gabriel

Clerk of Corporation

SEAL

ATTACHMENT

A

October 19, 2018

Mr. Maurice Goulet
Superintendent of Public Works
Town of Medfield
459 Main Street
Medfield, MA 02052

**RE: Proposal for Professional Services
Wells 3 and 4 Water Treatment Plant – Pilot Test Report**

Dear Mr. Goulet:

Environmental Partners Group, Inc. (EP) is pleased to provide the Town of Medfield with this proposal for professional engineering services associated with pilot test report for the Well 3 pilot study. As requested by the Town, EP has prepared this scope of services for the preparing the pilot test report for submittal to the Massachusetts Department of Environmental Protection (MassDEP).

Project Understanding

The Town's Board of Water and Sewerage sponsored a spring 2018 Town Meeting warrant article for the design and permitting of a new water treatment plant (WTP) for Wells 3 and 4. The warrant article covered both the preliminary and final design and permitting phases of the project. The warrant article was approved without amendment at Town Meeting on April 30, 2018. It is EP's understanding that the Town would like to proceed with the pilot test report preparation and then reassess the project schedule before proceeding with additional design and permitting activities for the project.

In June 2018, EP completed supplemental pilot treatability testing of Well 3 including evaluation of alternative chemicals for oxidation of source water iron and manganese, two iron and manganese filter media products, and several filter loading rates. The results and findings from the supplemental pilot study will be used to develop EP's recommended design criteria for the WTP. The detailed report of the pilot study will be prepared as outlined in this scope of work. Based upon our initial review of the pilot study data, Well 3 total manganese levels were consistently above their 0.05 milligrams per liter (mg/L) Secondary Maximum Contaminant Limit Guideline (SMCLG) ranging between 0.146 mg/L and 0.310 mg/L. Therefore, the need for treatment still exists. Pre-oxidation and pressure filtration were effective at reducing total manganese concentrations to levels below their applicable SMCLG and filter runs in excess of 48 hours in length were achieved before backwashing was required in select trials. The pilot study findings and recommendations will be submitted to the MassDEP for review and approval.

Scope of Services

Task 1 – Pilot Test Report

Under the Pilot Test Report task, EP will complete the following:

- Discuss the treatment processes evaluated, the field and laboratory analyses completed, the treatment operations data collected, and the findings from each of the pilot trials.
- Evaluate the pilot test findings against the water quality goals for filtered water turbidity, iron, and manganese.
- Evaluate the pilot test findings against the Town's current corrosion control and disinfection practices.
- Develop recommendations for the Well 3 WTP design criteria including: selection of pre-oxidation chemical and filter media; chemical dosages; filter bed design and average/peak loading rates; WTP treatment capacity; and considerations for compliance with MassDEP Drinking Water Guidelines.
- Prepare and submit MassDEP Pilot Study Report application (BRP WS 22D) for WTPs with greater than 1 million gallon per day capacity.
- The pilot test report will be submitted to MassDEP within one month of receiving the notice to proceed. The MassDEP provides for up to 48 days for the technical review of the pilot report. EP will respond to technical comments provided by MassDEP as needed.

SCHEDULE AND FEE

EP is prepared to proceed with the project upon receiving formal notice to proceed after execution of a contract agreement with Town. The proposed project schedule assumes a start date of November 12, 2018 and allows for up to 48 days of technical review for MassDEP.

Task	Propose Start	Estimated Completion
Task 1 – Pilot Test Report	November 12, 2018	January 28, 2019

EP proposes to complete the scope of services outlined herein for the not to exceed amount of \$19,260.

ASSUMPTIONS

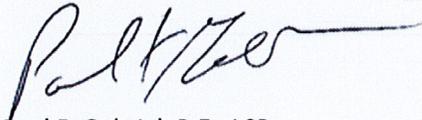
- The project schedule assumes that the Town issues Environmental Partners a notice to proceed by November 12, 2018. Delays associated with extended permitting review timelines, or other elements that are outside of EP's control are not the responsibility of EP.
- The proposed schedule assumes that the state regulators will complete their permit application reviews in a timely manner and in accordance with their prescribed timelines.

Mr. Maurice Goulet
October 19, 2018
Page 3 of 3

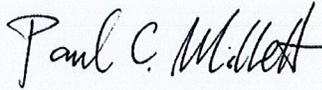
We appreciate the opportunity to continue to assist the Town with this important project. We are confident that we will continue to deliver services for this project that you expect and deserve. We are ready to proceed with this project upon execution of a contract agreement with the Town and receipt of a formal Notice to Proceed. Please feel free to contact Paul or Eric at (617) 657-0200, pcm@envpartners.com, or eak@envpartners.com with any questions or concerns.

Sincerely,

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul F. Gabriel, P.E., LSP
President



Paul C. Millett, P.E.
Senior Project Manager

Cc: Medfield Board of Water and Sewerage
Eric Kelley, P.E., Environmental Partners



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: STORMWATER MANAGEMENT**

CONTRACT # DPW 2018-06

STATE CONTRACT # (if applicable) _____

This Contract is made this 27th day of November 2018 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 Design Consultants, Inc., of 120 Middlesex Avenue, Suite 20, Somerville, MA 02145 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for 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 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.
2. Scope of Services: The Contractor 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. Source of Payment; Limitation of Town's Liability: The Town is not and shall not be individually liable therefore; Town represents that the funds, are sufficient to pay for

Consultant's initial services, where such funds are based on estimates provided by the Consultant. If additional services are required, the Consultant will notify the Town and the Town will obtain additional funds. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional services, **It shall be Consultant's responsibility to ensure that there are sufficient funds available to pay for any additional Town-requested services prior to Consultant's undertaking same.** Consultant shall not exceed the amounts specified without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

4. 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.
5. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
6. Contract Term: In accordance with the schedule provided by the Department of Public Works, November 27, 2018 to November 26, 2019.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor 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.
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 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 Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, 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 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 Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.

10. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
11. 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 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 in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). 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.

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 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.

15. 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.

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 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: Design Consultants, Inc., of 120 Middlesex Avenue, Suite 20, Somerville, MA 02145 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.

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 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.

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)

Board of Selectmen

By: 
Title: President

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, 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: David Giangrande, P.E., M.S.
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

David Giangrande, authorized signatory for
name of signatory

Design Consultants, Inc., whose
name of contractor

principal place of business is at 120 Middlesex Avenue, Suite 20

Somerville, MA 02145 does hereby certify under the pains and penalties of perjury that
Design Consultants, Inc has paid all
name of contractor

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


Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL



Main Office:
120 Middlesex Ave, Ste 20
Somerville, MA 02145
617.776.3350
www.dci-ma.com

Other Offices:
Newburyport, MA
978.358.7173

Quincy, MA
617.689.1010

July 21, 2018

Maurice Goulet, Superintendent
Department of Public Works
Town Garage
55 North Meadows Road
Medfield, MA 02052

RE: National Pollutant Discharge Elimination System (NPDES)
FY2019 MS4 Compliance Assistance

Dear Mr. Goulet,

In response to your recent request, Design Consultants Inc. (DCI) is pleased to provide the Town of Medfield Department of Public Works (DPW) with this proposal to provide civil engineering services for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) General Permit for Fiscal Year 2019. Our services are being provided to supplement other in-house MS4 activities that are being conducted by the Medfield DPW and other town departments.

This proposal letter includes a summary of our understanding, a detailed scope of work and our proposed budget.

I. PROJECT UNDERSTANDING

The 2016 Massachusetts Small MS4 General Permit was signed April 4, 2016 and became effective July 1, 2018, after a one year postponement of the effective date. The final permit reflects modifications to the 2014 draft small MS4 general permit released for comment on September 30, 2014 and replaces the 2003 small MS4 general permit for MS4 operators within the Commonwealth of Massachusetts. The Year One (Fiscal Year 2019) requirements are summarized in the attached Table 1.

In order to obtain authorization to discharge stormwater, the Town of Medfield must submit a Notice of Intent (NOI) containing the information in Appendix E of the final permit. The NOI must be submitted on or before October 1, 2018 (90 days from the effective date). The Town must meet the eligibility requirements of the general permit found in Part 1.2 and Part 1.9 prior to submission of its NOI. The Town will be authorized to discharge under the permit upon receipt of written notice from EPA following a public notice of the submitted NOI. EPA will

authorize the discharge, request additional information, or require the small MS4 to apply for an alternative permit.

In preparation for the issuance of the final MS4 permit, the Town of Medfield is a founding member and active participant in the Neponset Stormwater Partnership (NSP). This year, along with the Metropolitan Area Planning Council and with the Neponset River Watershed Association serving as the lead organizers, the NSP is assisting its member communities with preparing key permit documents, printing regional public outreach materials, creating model stormwater bylaws, and figuring out the best ways to finance stormwater management programs. The goal is to comply with the final permit requirements at the lowest cost through economies of scale. Since the Town of Medfield abuts the Charles River, the impending NOI must also be mindful of specific permit requirements (i.e. Total Maximum Daily Loads) associated with the Charles River watershed.

II. SCOPE OF WORK

In FY2019, DCI will assist the Town of Medfield with the following activities:

- Attend quarterly NSP meetings;
- Prepare the MS4 NOI for submittal by October 1, 2018;
- Prepare the annual Stormwater Report for submittal to the Environmental Protection Agency (EPA) and Massachusetts Department of Environmental Protection (DEP) by April 30, 2019;
- Develop written “Good Housekeeping” procedures by June 30, 2019, including:
 - An updated Stormwater Management Plan (SWMP)
 - Illicit Discharge Detection and Elimination (IDDE) procedures
 - Procedures for inspecting construction sites for proper sediment controls
 - Procedures for maintaining catch basins, roadway surfaces (street sweepings) and stormwater infrastructures
- Rank of outfalls for IDDE investigation by June 30, 2019; and
- Assist the Town with Sanitary Sewer Overflow (SSO) reporting, including a listing for the past 5 years

Under Task 1 (NSP Quarterly Meetings), DCI will attend the quarterly meetings hosted by the NSP. The meetings will be used to inform the Town on how nearby communities are addressing the general permit requirements, make use of standard documents developed by the NSP and to assess potential general permit tasks that are best performed as economies of scale with the NSP (i.e. outfall pipe sampling in FY2020).

Under Task 2 (NOI Filing), DCI will prepare a Medfield town-specific NOI for filing with the Environmental Protection Agency and the Massachusetts Department of Environmental Protection (DEP).

Under Task 3 (Annual Stormwater Report), DCI will build upon past reports and will assist the Town in preparing the FY2019 Annual Stormwater Report for submittal to EPA and DEP. The report will be provided to the Town in advance for review and comment and will be submitted under Town letterhead.

Under Task 4 (Good Housekeeping Procedures), DCI will meet with the Town to discuss the various SWMP, IDDE, sediment control and roadway management procedures that are required to comply with the final general permit requirements. DCI will finalize the procedures for inclusion in the Town of Medfield Watershed Protection Plan.

Under Task 5 (Outfall Ranking), DCI will assist the Town in prioritizing the outfall sampling that will commence in FY2020. The outfall prioritization will build off the work conducted under the original general permit and the 2003 SWMP and the watershed prioritization mapping completed by the NSP in 2017.

Under Task 6 (SSO Reporting), DCI will continue to work with the Medfield DPW to amend your current list of SSOs with the FY2019 incidents.

III. SCHEDULE

We are prepared to begin work immediately after receiving your Notice to Proceed. The next scheduled meeting of the NSP is July 25, 2018. We anticipate that the final general permit will be discussed at length. DCI is also prepared to begin preparation of a draft NOI and will submit it to the Town for review and comment prior to October 1, 2018.

IV. ESTIMATED BUDGET

We propose to complete the tasks above on a time and materials basis not to exceed \$20,000. Work shall be performed for the estimated not-to-exceed prices:

- Task 1 - NSP Quarterly Meetings \$ 2,640
- Task 2 - NOI Filing \$ 4,000
- Task 3 - Annual Stormwater Report \$ 2,000
- Task 4 - Good Housekeeping Procedures \$ 6,000
- Task 5 - Outfall Ranking \$ 4,200
- Task 6 - SSO Reporting \$ 1,160

Work will be performed at the unit labor and expense rates provided in Attachment One.

V. TERMS AND CONDITIONS

All work will be conducted in accordance with the Town of Medfield Terms and Conditions and those described herein.

VI. OWNERSHIP OF DOCUMENTS

Drawings and estimates prepared by DCI under this contract for presentation to the Client shall become and remain the property to the Client when the Client has paid DCI in full for the phase of the work during which the documents were produced. This agreement represents the entire integrated agreement between to the Client and DCI and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by both the Client and DCI may amend this agreement.

The Client and DCI each binds himself, his partners, successors, assigns and legal representatives of such other party to this agreement and to the partners, successors, assigns.

VII. ADDITIONAL SERVICES

DCI will be compensated for services requested in advance by the Client, which exceed the "Scope of Work" outlined herein. Charges for any additional services will be billed in accordance with the attached Standard Schedule of Fees and Conditions in effect at the time the services are provided. No additional work will be accomplished unless a written directive follows verbal instructions, purchase order or memorandum regarding the additional services requested.

If this proposal meets with your approval, please sign below and return this proposal to initiate work on this project. Payments for all invoices are due within 30 days upon receipt of the invoice. A final payment will be due upon completion of the Work.

We appreciate the opportunity to continue to provide stormwater management services for the Town of Medfield. Should you have any questions or concerns, please contact me at 617-750-8135 or by email at pcostello@dcj-ma.com.

Very truly yours,

DESIGN CONSULTANTS, INC.

TOWN OF MEDFIELD



Paul G. Costello, P.E.
Principal-In-Charge

Date Accepted: _____

Attachments

Marketing/Medfield/To Maurice Goulet FY2019 MS4 Permit Assistance.docx

TABLE

TABLE 1
EPA MS4 GENERAL PERMIT - YEAR ONE REQUIREMENTS

Completion Due Date	Requirement	Task	Permit section for reference
10/1/2018	Notice of Intent (NOI)	Prepare and Submit NOI for Permit Coverage 90 days from the permit effective date.	Appendix E
6/30/2019	Prepare Stormwater Management Plan (SWMP)	Develop/update written SWMP.	1.10.a & 1.10.2
6/30/2019	Illicit Discharge Detection and Elimination (IDDE)	Complete written IDDE procedures and rank outfalls for IDDE investigation. Document Sanitary Sewer Overflows during the past 5 years.	2.3.4.6 & 2.3.4.7 2.3.4.4.b
6/30/2019	Construction Site Runoff Control	Create written procedures for inspecting construction sites for proper sediment controls and conducting site plan reviews.	2.3.5
6/30/2019	Catch Basin Cleaning	Develop and implement a catch basin cleaning schedule with a goal of ensuring no catch basin is more than 50% full. Document catch basins inspected and cleaned, including total mass removed and proper disposal.	2.3.7.a.iii.b
6/30/2019	Street Sweeping	Sweep streets (rural and uncurbed exceptions apply) a minimum of once a year in the spring. Each annual report shall include mile length cleaned and volume or mass of material removed.	2.3.7.a.iii.c
6/30/2019	Winter Road Maintenance	Develop and implement winter road maintenance procedures including use and storage of salt and sand, minimize the use of salts, ensure that snow is not disposed into waters.	2.3.7.a.ii.e
6/30/2019	Stormwater infrastructure maintenance	Inspect all stormwater treatment structures (excluding catch basins) at least annually and conduct maintenance as necessary.	2.3.7.1.d.vi.

ATTACHMENT ONE

DCI UNIT RATES

DESIGN CONSULTANTS, INC.
2018 FEE SCHEDULE

<u>TECHNICAL PERSONNEL</u>	<u>HOURLY RATE</u>
Principal Engineer	\$ 200.00
Associate Engineer	\$ 180.00
Engineer Project Manager	\$ 172.50
Senior Civil Engineer	\$ 145.00
Civil Engineer	\$ 120.00
Junior Civil Engineer	\$ 95.00
Senior Structural Engineer	\$ 200.00
Senior Traffic Engineer	\$ 160.00
Traffic Engineer	\$ 135.00
Traffic Technician	\$ 67.50
CAD Technician	\$ 87.50
Jr. CAD Technician/Draftsperson	\$ 77.50
Principal Surveyor	\$ 175.00
Survey Project Manager	\$ 150.00
Senior Surveyor	\$ 120.00
Technical Typist	\$ 65.00
Senior Planner	\$ 150.00
Planner	\$ 115.00
Sr. Inspector	\$ 95.00
Jr. Inspector	\$ 63.00

<u>FIELD PERSONNEL</u>	<u>HOURLY RATE</u>
1 – Man Field Crew	\$ 125.00
2 - Man Field Party	\$ 167.50
3 - Man Field Party	\$ 209.50

**DESIGN CONSULTANTS, INC.
2018 FEE SCHEDULE**

TRAVEL EXPENSES

RATE/MILE

Mileage

\$ 0.60

CERTIFICATION

\$350.00 Certification Fee

LITIGATION

Court Testimony/\$195.00 per hour
(Minimum 4 hours charged)

NOTES:

1. Field work will be billed from the time the survey party leaves the home office until it returns to the home office: the minimum charge is four (4) hours.
2. Out-of-pocket expenses such as long distance telephone calls, parking, tolls, delivery service, printing, copies of deeds, documents, outside computer services, laboratory testing, police details, etc. will be in addition to the above, and will be billed at cost plus 10%.



Verizon License Administration Group
6 Bowdoin Sq. Floor 6
Boston MA. 02114
license.admin.group@one.verizon.com

November 13, 2018

Town Of Medfield, Town Administrator
Mr Mike Sullivan
Mr Lee Alinsky
459 Main St, Medfield, MA 02052

Re: Verizon Agreement

Enclosed please find two (2) copies of the Verizon Agreement you have requested. Please sign both copies on the signature page indicated by sign here stickers.

Return both copies along with all checked items to me at the address above. If boxes do not have an X marked then we do not need that item from you.

- Agreement check for \$500.00 payable to Verizon New England
- Insurance accord form listing Verizon New England as an additional insured for the amounts listed in the agreement
- Surety bond or letter of credit for a minimum of \$10,000

Once all items are received, Verizon will sign both agreements and return one to you. At that time I will contact you via email with the information and forms you will need to submit a license application.

Sincerely,

Linda O'Brien
Administrative Assistant
Linda.Obrien@one.verizon.com
857-415-5155

Cc: Terrence Toland

Verizon Agreement Number

MUNICIPAL STREET LIGHT
POLE ATTACHMENT AGREEMENT

DATED _____

(To be filled by Verizon only)

BETWEEN

VERIZON NEW ENGLAND INC. (LICENSOR)

AND

TOWN OF MEDFIELD (LICENSEE)

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MUNICIPAL STREET LIGHT POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 2018,

(To be filled by Verizon only)

between VERIZON NEW ENGLAND INC. organized and existing under the laws of the State of New York, having its principal office at 6 Bowdoin Sq Floor 6, Boston Ma 02114, and TOWN OF MEDFIELD, a municipal corporation having a usual place of business at 459 Main St, Medfield, Ma. 02052, organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter called "Town").

WITNESSETH

WHEREAS, the Town of Medfield has entered into a Purchase and Sale Agreement regarding municipal streetlights dated as _____ ("Purchase and Sale Agreement") whereby NSTAR will convey to the Town of Medfield certain streetlight facilities located in the Medfield MA;

WHEREAS, the Town desires to place and maintain said streetlight facilities and such other related equipment and fixtures on poles of Licensor, which poles are either jointly or solely owned, or jointly used by the Licensor;

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said Attachments by Licensee on Licensor's poles subject to the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Anchor. A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of guy strand, or strands.
- 1.2 Anchor Attachment. A guy strand attached to an anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.
- 1.3 Attachments. Streetlight facilities and other related equipment and fixtures that the Town has purchased together with such additional facilities for the provision of street lighting that the Town may purchase in the future.

- 1.4 Guy Strand. A metal cable of high tensile strength which is attached to a pole and anchor or another pole for the purpose of reducing pole stress.
- 1.5 Joint Owner. A person, corporation or other legal entity having an ownership interest in a pole and/or anchor.
- 1.6 Joint User. A party to whom use of the pole or anchor has been extended by the owner of the facility. The term "Joint User" shall not include Licensees.
- 1.7 Licensee's Maintenance Work. Work performed by Licensee on its Attachments for repair, replacement and daily servicing of its facilities.
- 1.8 Make-ready Work. All work, including, but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole or any other changes required to accommodate the City/Town Streetlight facilities and other related equipment and fixtures to a pole or anchor, where the Town proposes to relocate, materially alter, replace Attachments owned at the time of execution of this License Agreement, or install Attachments purchased after the date of execution of this License Agreement.
- 1.9 Other Licensee. Any entity, other than the Town herein to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.
- 1.10 Planning Manager's Area. A geographic area assigned to a Verizon New England Engineer representative. The Planning Manager's Areas are set forth in APPENDIX III.
- 1.11 Pre-construction Survey. There are two elements of the Pre-construction Survey; 1.) Field inspection of the existing pole and anchor facilities to determine any necessary Make-ready Work, and 2.) administrative effort required to process the application and prepare the charges for Make-ready Work if applicable.
- 1.12 Post Construction Inspection. Inspection performed to measure and/or to visually observe Licensee's Facilities, during or shortly after completion of construction to ensure the attachment and the installation of the Licensee's Facilities conform to the standards required by this agreement.
- 1.13 Subsequent Inspection. Inspections performed to confirm the correction of non-conforming conditions, which were observed during Periodic or Post-construction Inspections.

- 1.14 Unit Cost. A dollar amount subject to periodic revision by Licensor, associated with Pre-construction Surveys, Make-ready Work and Inspections applicable to specific work operations and functions.
- 1.15 Utility Pole. A pole solely owned, jointly owned, or jointly used by the Licensor and used to support its facilities and/or the facilities of an authorized Licensee.

ARTICLE II – SCOPE OF AGREEMENT

- 2.1 This Agreement governs the fees, charges, terms and conditions under which Licensor issues licenses to Licensee. Licensee must obtain separate authorization from, and pay all applicable Fees and Charges to, each Licensor and any Joint Owner or Joint User of any Utility Pole. This Agreement is not in and of itself a License, and before making any attachment to any Utility Pole, Licensee must apply for and obtain a License.
- 2.2 This Agreement supersedes all previous Municipal Streetlight Pole Attachment Agreements between Licensor and Licensee with respect to the subject matter contained herein.. This Agreement shall govern all existing Licenses between Licensee and Licensor as well as all Licenses issued subsequent to execution of this Agreement.
- 2.3 No use, however extended, of Licensor’s poles or payment of any fees or charges required under this Agreement shall create or vest in the Town any ownership or property rights in such poles. The Town’s rights herein shall be and remain a license.
- 2.4 Nothing contained in this Agreement shall be construed to require Licensor to construct, retain, extend, place, or maintain any pole or other facilities not needed for Licensor’s own service requirements.
- 2.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor entering into agreements with other parties regarding the poles covered by this Agreement. The rights of the Town shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor’s pole
- 2.6 Nothing contained in this Agreement shall be construed to require Licensor to grant a License where Licensor believes that placement of Licensee’s Facilities would interfere with Licensor’s existing service requirements or the use of Licensor’s facilities by other parties, or create a hazardous or unsafe condition.

ARTICLE III – FEES AND CHARGES

3.1 General

3.1.1 Licensor shall waive Attachment fees, however, Licensee agrees to pay applicable charges as specified in and in accordance with the terms and conditions of subpart 3.2 of this agreement.

3.2 Pre-construction Survey, Make-ready Work and Inspection Charges

3.2.1 Licensee shall calculate and pay to Licensor the applicable Pre-construction Survey Charge with its License Application. The License Application forms are set forth in APPENDIX IV, attached hereto and made a part hereof. The Pre-construction Survey Charge shall be calculated based on the rates and formulas set forth in APPENDIX I.

3.2.2 The Town shall make an advance payment of the applicable Charge to Licensor prior to any performance by Licensor of any Pre-Construction Survey, Make-ready Work, Post construction Inspection or Subsequent Inspection. Where the work to be performed by Licensor is covered by a Unit Cost as described in subpart 3.2.3, the Licensor shall use the Unit Cost for the Charge. Where the work to be performed by Licensor is not covered by a Unit Cost, in whole or in part, the Charge will be based on an estimate of charges. For any charges based on an estimate, the Town shall be credited for any amount paid in excess of the Licensor's estimated charges, or shall be billed for any amount in addition to Licensor's estimated charges, as compared to the actual charges as finally computed.

3.2.3 Pre-construction Survey, Make-ready Work, and Inspection (Post-construction Inspection, Periodic Inspection and Subsequent Inspection) Charges are based upon Unit Costs, where available. Unit Costs are set forth in APPENDIX I of this Agreement and are subject to change from time to time; provided however, the Unit Costs shall not change more frequently than once every twelve (12) months. Any changes in Unit Cost shall not vary by more than five percent (5%) per annum from the existing Unit Cost; provided that in the case of a significant and unforeseen change in circumstances affecting Licensor's costs, Licensor may adjust Unit Cost in excess of 5%. Sixty (60) days prior to any change in Unit Cost in excess of 5%, Licensor shall provide to Licensee a written explanation of the significant and unforeseen change in circumstance for the increase. A significant and unforeseen change in circumstances affecting Licensor's costs includes changes in tax laws, accounting changes, and regulatory, judicial or legislative changes that affect the Licensor's costs. A statement of current Unit Costs are set forth in APPENDIX I and changes thereto shall be published at the time of such change.

For work where Unit Costs are not available, such as cable splicing, such costs will be billed on an actual time and material basis plus an amount equal to ten percent (10%) of such costs.

3.3 Payment Requirements

- 3.3.1 For any bill rendered by Licensor to Licensee hereunder, except where advance payment is required, payment is due within thirty (30) days from the date of the bill. Late payment of any bill is subject to a late fee of 1.5% per month applied to the outstanding balance from the due date of the bill. Licensor, at its sole discretion, may change this late fee from time to time during the term of this Agreement to reflect prevailing market conditions.
- 3.3.2 Non payment of any amount due hereunder shall constitute a default of this Agreement, and subject this Agreement to termination under the provisions of Article X.
- 3.4.3 For any bill rendered by Licensor to Licensee for advance payment of Pre-construction Survey Charges or Make-ready Work Charges, hereunder, payment shall be made within thirty (30) days of the bill date. If such advance payment is not received within thirty (30) days, Licensor shall have the right to issue a letter of cancellation no sooner than 15 days thereafter, which will cancel the Licensee's application for the license. Thereafter, if Licensee wishes to proceed, Licensee shall submit a new application for a license, as if it had never submitted the initial application.

3.1 Billing Disputes

- 3.5.1 Where Licensee in good faith disputes a bill or invoice rendered by Licensor, Licensee shall make payment of all portions of said bill or invoice not in dispute as provided in Article III. Where the cumulative amount of all of Licensee's bills or portions(s) of bills in dispute are in excess of \$10,000.00, Licensee shall deposit said cumulative disputed amounts in an interest-bearing escrow account until such time as the disputes are resolved. The disputed amount deposited together with the proportional interest, shall be distributed immediately to Licensor and/or Licensee in accordance with and upon resolution of the dispute. Where the cumulative amount of all of Licensee's bills or portions of bills in dispute are less than or equal to \$10,000.00, Licensee shall make payment to Licensor and shall be rebated an appropriate amount (including interest computed at the prime rate at a bank mutually agreed to by the parties) based on the resolution of the dispute.

3.5.2 Where Licensee fails to pay an amount due and owing under this Agreement (including amounts in dispute that are less than or equal to \$10,000) or fails to establish an escrow account for disputed amounts more than \$10,000, or fails to invoke the dispute-resolution procedures set forth in subpart 15.10 of this Agreement within six months of the establishment of amounts disputed in good faith, in addition to all other remedies available to Licensor including termination under provisions of Article X of this Agreement, Licensor may refuse to perform any Survey, Inspection or Make-ready Work for Licensee and may refuse to issue any license to Licensee until such time as the amount is paid or is deposited in an escrow account.

ARTICLE IV - APPLICATION FOR AND ISSUANCE OF LICENSES

- 4.1 Before Licensee makes an Attachment to any pole, Licensee shall make application for and have received a license therefore in the forms attached in APPENDIX IV. Licensor may update these forms from time to time during the term of the Agreement.
- 4.2 Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application. Licensor reserves the right to limit the filing for pole attachments to no more than 2,000 poles on all applications that are pending approval by Licensor at any one time within a single Planning Manager's Area. Licensee further agrees to designate a desired priority of completion of the Pre-construction Survey and Make-ready Work for each application relative to all other of its applications on file with Licensor at the same time.
- 4.3 Properly completed license applications received by Licensor on the same day from two or more licensees for attachment accommodations on the same pole(s), shall be processed together. All Pre-construction Survey or Make-ready Work required to accommodate the applicants will be completed simultaneously for the benefit of all applicants. All applicants will be rebated with the pro rata share of costs based on the number of applicants.

ARTICLE V – PRE-CONSTRUCTION SURVEY and MAKE-READY WORK

- 5.1 A Pre-construction Survey is required for each pole and anchor for which an attachment is requested to determine the adequacy of the pole and anchor to accommodate Licensee's attachments and facilities. The Pre-construction Survey will be performed jointly by representatives of Licensor, Joint Owner and/or Joint User, and Licensee unless otherwise agreed to by all parties.

- 5.2 Licensor will process all requests for access to poles on a non-discriminatory basis in the order such requests are received.
- 5.3 Within forty-five (45) days of receipt of written notification in the form of a complete license application and the correct Survey Fee payment, Licensor shall perform or have performed a Pre-construction Survey and present the Survey results. The Survey results will contain one of the following statements:

If no Make-ready Work is required, a license shall be issued for the attachment.

If Licensor determines that the pole or anchor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Licensee's Facilities, in accordance with the specifications set forth in Article VI, Licensor will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licensor of advance payment. Upon receipt of the advance payment, Licensor will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.

If Licensor determines that the pole may not reasonably be rearranged or replaced to accommodate Licensee's Facilities for reasons of capacity, safety, reliability or engineering, the Licensor may refuse to grant a license for attachment. Licensor shall provide the specific reason(s) for such denial. Licensor shall not unreasonably exercise the right reserved hereunder.

- 5.4 Licensor shall make every reasonable effort to complete Make-ready Work within six (6) months of receipt of payment for Make-ready Work from Licensee, except for reasons beyond Licensor's control. For applications consisting of six (6) or fewer poles requiring Make-ready Work, and where Verizon is the only party required to perform make-ready work, Verizon will complete the make-ready work within 45 days.
- 5.5 To the extent practicable, Licensor shall provide Licensee, no less than sixty (60) days prior written notice of any modification of poles (such as pole replacement or relocation) other than routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority.

ARTICLE VI – SPECIFICATIONS and LEGAL REQUIREMENTS

- 6.1 The Town's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book-Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code (NEC)", published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970", as amended, (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- 6.2 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain Licensee's Facilities on public and private property at the location on Licensor's poles. Licensee shall be responsible for obtaining permission from any Joint Owner(s) or Joint Users(s) of the pole before making any attachment thereto. This permission shall be in the form of a license or other writing.
- 6.3 All attachments existing at the date of execution of this Agreement shall be relocated by seller, as may be necessary, at no additional cost to the Town other than as set forth in the Purchase and Sale Agreement. For attachments that are purchased and installed after the date of execution of the Purchase and Sale Agreement, if the Power Company is not responsible for Routine Maintenance (as that term is defined in the Purchase and Sale Agreement), and if any part of the Town's Facilities are not placed and maintained in accordance with the codes, regulations and laws specified in Section 5.1 above, after 10 days prior written notice to the Town and in addition to any other remedies Licensor may have hereunder, the Licensor may remove the Town's Facilities from any or all of the Licensor's poles or perform such other work and take such other action in connection with said Facilities that Licensor deems reasonably necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations. Such relocation work shall be at the cost and expense of the Town provided, however, that when in the sole reasonable judgment of Licensor such a condition constitutes Emergency Work as that term is defined in the Street Lighting Agreement, Licensor may take such action without prior notice to the Town.

ARTICLE VII – CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

7.1 General Provisions

- 7.1.1 Licensee shall, at its own expense, construct and maintain its attachments and facilities on Licensor's poles in a safe condition and in a manner acceptable to Licensor. Licensee shall construct and maintain its attachments and facilities so as not to conflict with the use of Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.

The Town may hire selling power company to maintain the Town's Facilities, in which case, as between the parties hereto, it will be the obligation of selling power company to maintain the Town's Facilities in a safe condition. Additionally, at some point in the future, the Town may hire third-party contractors to perform routine maintenance on the Town's Facilities, and in which case it will be the obligation of that party to perform Routine Maintenance and selling power company to perform non-routine and emergency maintenance, as necessary to maintain the Town's facilities in a safe condition

- 7.1.2 Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by licensee's attachment. Where multiple Licensees' attachments are involved, Licensor shall attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's attachments.
- 7.1.3 Licensee shall provide written notice to the Licensor of the actual dates of attachment within thirty (30) days of the date of attachment so that Licensor may promptly schedule a Post-construction Inspection.
- 7.1.4 Licensee may attach its guy strand to Licensor's existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefore from the appropriate property owner. Should Licensor, Joint Owner(s) or Joint User(s), if any, for its own service requirements, need to increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either arrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor.
- 7.1.5 Should Licensor, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the

additional facilities of Licensor, Joint Owner(s) Joint User(s) or other Licensee may be attached.

- 7.1.6 If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer and indicating that such pole is ready for rearrangement or transfer by Licensee, Licensor, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, notwithstanding the provisions of subpart 7.1.7, Licensee agrees to pay the cost thereof.
- 7.1.7 Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or modification of an existing attachment sought by another party (including the Licensor, Joint Owner(s) or Joint User(s)) and should be paid for any work it performs to accommodate such request. Where multiple parties join in a modification, each party's proportionate share of the total cost will be based on a ratio of the amount of new space occupied by that party to the total amount of new space occupied by all parties joining in the modification. Licensor shall not be required to use revenue that may result from the use of any additional space resulting from such replacement or rearrangement to compensate parties that paid for the modification.
- 7.1.8 Unless otherwise governed by law, all tree trimming made necessary, in the opinion of the Licensor, by reason of the Licensee's proposed attachments at the time of attachment provided the owner(s) of such trees grant permission to the Licensor, shall be performed by contractors approved by and under the direction of Licensor, at the sole expense of the Licensee.
- 7.1.9 Any such tree trimming that may be required on Licensee's customer's premises, to clear Licensee's cable drop, shall be performed by the Licensee at its expense.
- 7.1.10 Tree trimming needed as a result of adverse weather conditions, such as wind, snow or ice storms, shall be performed by Licensor or its approved contractors. Since such tree trimming benefits Licensor, Licensee and other parties that may be lawfully attached to Licensor's poles, Licensee agrees to negotiate in good faith with the Licensor, on a case-by-case basis, to establish an appropriate sharing of costs associated with the tree-trimming projects.

- 7.1.11 When Licensor deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's attachments to Licensor's poles at Licensee's expense. Licensor shall make reasonable efforts to contact Licensee as circumstances permit.
- 7.2 Licensee's Routine Maintenance.
- 7.2.1 Licensee shall work cooperatively with the local Verizon New England Reimbursable Construction Engineer when performing routine Maintenance Work on its facilities and/or attachments. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes.

ARTICLE VIII-INSPECTIONS

- 8.1 The Licensor reserves the right to make Post-construction, Subsequent, and Periodic Inspections of any part or all of Licensee's facilities attached to Licensor's poles and/or anchors. Licensor shall provide Licensee with a copy of any written report of such inspection within thirty (30) days following the inspection. Charges and billing for Inspections as set forth in Article III shall apply, provided that Verizon New England commences Post-construction and Subsequent Inspections within 90 days after notification from Licensee that the work is complete.
- 8.2 Except as provided in Appendix VI and VII, Post-construction Inspections shall consist of a 10 percent sample of the poles to which the Licensee has attached facilities after completion of work. If Verizon New England determines that the Licensee is not in compliance at greater than 2 percent of the sampled locations, Verizon New England may inspect and bill Licensee to inspect all poles involved in the project. Within ten (10) days of the completion of a Post-construction Inspection, the Licensor shall notify the Licensee in writing of the date of completion of Post-construction inspection and its findings.
- 8.3 Where Post-construction Inspection by the Licensor has been completed and non-complying conditions have been identified, Licensee shall correct any non-complying conditions within thirty (30) days of the date of the written notice from the Licensor. If after said 30-day period Licensee has not corrected all such non-complying conditions, Licensor may notify Licensee that if all such non-complying conditions are not corrected within an additional 30-day period, no further attachment authorizations shall be issued to Licensee until Licensee's facilities are brought into compliance. If corrections are not made by Licensee within 30 days from the second notification by Licensor, the Licensor may

perform or have performed such corrections and Licensee shall pay to the Licenser the cost of performing such work.

- 8.4 Licenser may undertake Subsequent Inspections to determine if appropriate corrective action has been taken by Licensee. If the Subsequent Inspection finds continued non-complying conditions, Licenser may perform or have performed corrective action at the sole expense of the Licensee or Licenser may terminate the license pursuant to Article X.
- 8.5 The making of Post-construction, Subsequent and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation, or liability specified in this Agreement.
- 8.6 Licenser reserves the right to make Periodic Inspections of all or any part of the attachments or facilities of Licensee at the expense of Licensee, upon sixty (60) days written notice to the Licensee. Periodic Inspections of the entire plant of the Licensee will not be made more often than once every five years unless, in Licenser's judgment, such inspection are required for reasons involving safety or because of an alleged violation by Licensee of the terms of this Agreement. Licenser shall make a reasonable effort to coordinate its Periodic Inspections with any Joint Owner.

ARTICLE IX - UNAUTHORIZED ATTACHMENTS

- 9.1 If any of Licensee's facilities are attached to Licenser's poles without being licensed, Licenser will require Licensee to submit in writing, within thirty (30) days after receipt of written notification from Licenser of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Licensee shall remove its unauthorized attachments within thirty (30) days of the final date for submitting the required application, or Licenser may remove Licensee's attachments or facilities without liability at the Licensee's expense.

ARTICLE X – TERMINATION

10.1 60-Day Termination

In addition to rights of termination provided to the Licenser under other provisions of this Agreement, the Licenser shall have the right to terminate

Licensee's license, authorizations and/or rights granted under provisions of this Agreement where:

- (a) the Licensee's Facilities are maintained or used in violation of any law or in aid of an unlawful act or undertaking;
- (b) the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization;
- (c) the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder;
- (d) the Licensee attaches to a utility pole and/or anchor without having first been issued authorization therefore;
- (e) the Licensee, subject to provisions specified in Article II, ceases to provide its services;
- (f) the Licensee sublets or apports part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not a party to this Agreement.

10.1.1 The Licensor will notify the Licensee in writing of any instances cited in this subpart. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue or correct non-compliance and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the license(s), authorization and/or rights granted hereunder for the poles and/or anchors at which such non-compliance has occurred.

Immediate Termination

Pole attachment license(s), authorization and/or rights are automatically and immediately terminated by the Licensor if:

- (a) except in circumstances in which Licensor has accepted evidence of self-insurance in accordance with Article XIV, the Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article XIV will be or have been cancelled or amended so that those requirements will no longer be satisfied;
- (b) the Licensee shall fail to pay any sum due under Article III or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article XII;
- (c) any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a pole or anchor is denied, revoked or cancelled.

10.3 General

10.3.1 In the event of termination of any of the Licensee's licenses, authorization and/or rights hereunder, the Licensee shall remove its facilities from the poles and anchors within sixty (60) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's facilities are actually removed from the utility pole(s) and anchor(s). If the Licensee fails to remove its facilities within the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense and without liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee services.

10.3.2 When Licensee's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole or anchor attachment had been made previously and all outstanding charges due to the Licensor for such pole or anchor have been paid in full.

10.3.3 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or

maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such automatic termination shall be stayed if the Licensee has sought judicial or regulatory review of the decision that: (1) has acted to terminate such authority or (2) has declared that the Licensee lacks such authority.

10.4 Licensee's Removal of Attachments

10.4.1 Licensee may at any time remove its attachments from a pole or anchor after first giving Licensor written notice of such removal. Licensee shall complete and provide to Licensor the Notification of Discontinuance of Use of Poles as contained in APPENDIX IV hereto. Licensor shall verify and execute such form within thirty (30) days of submission. Billing for the attachment shall cease as of the last day of the month in which verification occurs. Licensor may update this form from time to time during the term of this Agreement.

10.4.2 Following such removal, no attachment shall again be made to such pole until Licensee shall have complied first with all of the provisions of this Agreement as though no such attachment had been made previously.

ARTICLE XI - ASSIGNMENT OF RIGHTS

11.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's affiliates, successors or assigns without the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, no consent of Licensor is required if the Licensee assigns or transfers this Agreement to an affiliate and notifies the Licensor of such assignment or transfer, including any change in the notice address to be provided in accordance with subpart 15.3.

11.2 In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the affiliates, successors and assigns of the parties hereto.

11.3 Pole space licensed to Licensee hereunder is for the use of the Licensee named in this Agreement only, and Licensee shall not lease, sublicense, share with, convey or resell to any affiliates, subsidiaries, or any others any such space or rights granted hereunder.

ARTICLE XII - SURETY REQUIREMENTS

12.1 Upon request of Licensor, a new Licensee, or an existing Licensee that lacks a history of prompt payments shall furnish bond or other satisfactory evidence of

financial security in an amount specified as follows in subpart 12.2 to guarantee the payment of any sums which may become due to the Licensor for Attachment Fees due hereunder and any other charges for work performed for Licensee by the Licensor, including the removal of Licensee's facility upon termination of any authorization issued hereunder.

- 12.2 Licensee shall furnish a bond or other security satisfactory to the Licensor in the following amounts: Security in the amount of \$20.00 shall be required for each authorized pole attachment. The total amount of security required hereunder shall not exceed \$300,000 or be less than \$1,000. Security will not be required where Licensee's total attachment authorizations do not exceed ten (10).
- 12.3 If the financial security is in the form of a bond or irrevocable Letter of Credit, such instrument shall be issued by a surety company or bank satisfactory to the Licensor. The instrument shall contain a provision that the surety company or bank will pay Licensor, within the dollar limits of the instrument, any sum demanded by the Licensor as due under the Agreement, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by the Surety Company or bank, the Licensee shall restore the surety bond or Letter of Credit to the full amount required under this Article, within thirty (30) days after notice of such payment is sent to the Licensee.
- 12.4 The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE XIII - LIABILITY AND DAMAGES

- 13.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to the Town for any interruption of the Town's streetlight service or for interference with the operation of the Town's Facilities arising in any manner, except From Licensor's sole negligence, out of the use of Licensor's poles and due selling power company's failure to properly perform maintenance of the Town's Facilities, when the power company is hired to perform Routine Maintenance or performs Non-Routine Maintenance or Emergency Maintenance as specified in the Purchase and Sale Agreement
- 13.2 The Town shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and the Town assumes all responsibility for any and all loss from such damage caused by the Town's

employees, agents or contractors. The Town shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all reasonable costs incurred in making repairs.

- 13.3 Licensor shall exercise precaution to avoid damaging the facilities of Licensee. Licensor shall make an immediate report to Licensee of the occurrence of any such damage and agrees to reimburse the respective parties for reasonable, direct costs incurred in making repairs.
- 13.4 Except to the extent as may be caused by the negligence of Licensor, Licensee shall defend, indemnify and save harmless Licensor against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, by reason of:
- (a) any work or action done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees;
 - (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees;
 - (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable;
 - (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees;
 - (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement;
 - (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, or employees;

- (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's Facilities by Licensee or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to Licensor's poles; provided that Licensee shall defend, indemnify, and save harmless Licensor against and from any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of Licensee's agents, contractors, servants, or employees of any of Licensee's contractors or agents; or by
- (h) any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of Licensee's agents, contractors, servants, or employees of any of Licensee's contractors or agents.

13.5 Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's poles, or otherwise.

The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

ARTICLE XIV – INSURANCE

- 14.1 Licensee and its subcontractors (if any) agree to purchase and maintain during the term hereof all insurance and/or bonds required by law or this Agreement including without limitation:
- (a) Commercial General Liability Insurance (including, but not limited to, premises-operations, explosion and collapse, underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000. combined single limit for each occurrence. (Limits may be satisfied with primary and/or excess coverage.)

- (b) Commercial Automobile Liability with limits of at least \$2,000,000. combined single limit for each occurrence.

If the Licensee does not own or operate any vehicles/automobiles associated with the Licensee's business, and will not be operating any vehicles/automobiles to place, maintain or remove facilities on poles covered by this Agreement, but instead, uses now and/or in the future a contractor to place, maintain or remove facilities on poles covered by this Agreement, then the Licensee must provide satisfactory evidence that its subcontractor has purchased and maintained during the term hereof, Commercial Automobile Liability Insurance of at least \$2,000,000. combined single limit for each occurrence.

- (c) Workers' Compensation insurance as required by Statute, and Employer's Liability insurance with limits of not less than \$1,000,000. per occurrence.

- 14.2 Licensee shall waive its right of subrogation against Licensor for Workers' Compensation claims.
- 14.3 All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's pole(s) and shall remain in force until such Attachments have been removed from all such poles.
- 14.4 Licensee shall annually submit to Licensor satisfactory evidence of such insurance by an ACORD Form or other satisfactory form in general use by the insurance industry for each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will provide evidence of waiver of subrogation, name the name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after giving not less than thirty(30) days written notice to Licensor. In the case of a self-insured Licensee, Licensor may elect to accept satisfactory evidence of such self-insurance in lieu of the ACORD Form.
- 14.5 The above limits of insurance may be satisfied by a combination of primary and excess insurance policies.

ARTICLE XV - GENERAL PROVISIONS

15.1 Authorization Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to the Town. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

15.2 Failure to Enforce

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

15.3 Notices

APPENDIX II sets forth where written notices required under this agreement shall be sent to Licensor and Licensee. Notice shall be acceptable in the following forms: first class mail, or if time-sensitive, facsimile followed by first class mail or overnight mail with receipt. Licensee shall complete APPENDIX II and submit it to Licensor with this Agreement.

15.4 Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions. If the invalid or unenforceable provision or provisions shall be considered an essential element of this Agreement, the parties shall promptly attempt to negotiate a substitute therefore.

15.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth where the Licensor's poles are located, as set forth in this Agreement, without regard to the principles of conflicts of law. All actions under this Agreement shall be brought in a court of competent subject-matter jurisdiction of the county of the capital of such State or Commonwealth or a regulatory agency with subject-matter jurisdiction, and both parties agree to accept and submit to the personal jurisdiction of such court or regulatory agency. Licensee also agrees to submit to the jurisdiction of any court in the United States wherein an action is commenced against Licensor based on a claim for which Licensee has indemnified Licensor hereunder.

15.6 Compliance with Laws

The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances, or regulations remain in effect.

Licensee agrees to indemnify and hold harmless Licensor for, from and against and defend Licensor against, any loss or damage sustained because of Licensee's noncompliance hereunder.

15.7 Survival

All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination, or expiration.

15.8 Use of Information

Licensee may provide to Licensor license applications and business plans of its future needs for pole attachments. Such information will allow Licensor to better forecast personnel and equipment requirements. However, as to business plans, such information shall be deemed for use as advance planning purposes only, and no obligation shall be created that Licensor hire personnel or purchase equipment, or Licensee submit license applications for the pole attachments. Such information shall be used only by such employees or contractors of Licensor who have responsibilities relating to the administration of, or to work to be performed under, this Agreement and said employees shall treat such information as Licensor treats its own confidential information of similar type and value. Licensor's obligations hereunder shall not extend to any information that are now available to the public or become available by reason of acts or omissions not attributable to Licensor.

15.9 Dispute Resolution

In the case where Licensee claims that a term or condition is unjust or unreasonable, Licensee shall submit a complaint to the Manager-License Administration Group, specifying all information and its argument relied on to justify its claim. Licensor shall provide a written response to such complaint within 10 business days after receipt of the complaint. Such response shall specifically address all contentions made by Licensee. If Licensee continues to have issues, it may request a meeting with Manager-License Administration Group to discuss such issues. Such meeting shall be held within five (5) business days. If the Licensee is not satisfied with the results of such meeting, it may file a complaint with the regulatory body of competent jurisdiction.

15.10 Emergency Conditions

All parties shall work cooperatively in the case of an emergency to restore service to their respective customers.

ARTICLE XVI-TERM OF AGREEMENT

- 16.1 Except as provided below, this Agreement shall remain in effect; provided, however, that the Licensor may, no less than two years from this date and upon written notice, require the Licensee to engage in good-faith negotiations with the Licensor to amend the Agreement to comport with regulatory changes or obligations. If the parties cannot agree to an amendment, they shall submit the matter to the regulatory agency with jurisdiction to resolve the matter. The Agreement may be terminated by Licensee by written notice of termination no less than 30 days prior to the effective date of such termination; provided, however, that such early termination shall not become effective until the Licensee has discontinued all existing licenses and has removed any and all facilities. The Agreement may be terminated upon written notice by the Licensor if, within one year from this date, the Licensee has placed no facilities on the Licensor's poles in accordance with the Agreement.

Upon execution, this Agreement cancels and supercedes all previously executed Agreements between the parties with respect to the subject matter contained herein.

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

VERIZON NEW ENGLAND INC.

By: _____

(Print Name) Reneta Haynes

(Title) Dir-Ntwk Eng&Ops

(Date) _____

TOWN OF MEDFIELD (LICENSEE)

By: _____

(Print Name) _____

(Title) _____

(Date) _____

APPENDICES

- I. Attachment Fees and Charges
- II. Notice Addresses
- III. Planning Manager's Areas
- IV. License Application Forms

Application and Pole Attachment License	Form 1
Authorization for Field Survey Work	Form 2
Itemized Pole Make-Ready Work and Charges	Form 3
Authorization for Pole Make-ready Work	Form 4
Notification of Discontinuance of Use of Poles	Form 6

APPENDIX I

ATTACHMENT FEES and CHARGES VERIZON NEW ENGLAND INC.

1. Attachment Fees: There shall not be any annual rental fees for streetlight attachments in Massachusetts and Rhode Island.

APPENDIX II

NOTICE ADDRESSES

Licensor – Verizon New England Inc.

All Notices are to be sent to:

Verizon New England Inc.
Manager - License Administration Group
6 Bowdoin Sq Floor 6
Boston, Massachusetts 02114
Attention: Terrence Toland
Title: Agreement Manager
Tel: 978-372-4018

Licensee –

All Notices will be sent to the contacts as listed in the attached Customer Profile form:

A blank form may also be utilized to provide Verizon with updated notice addresses as necessary. Please send updated information to:

Verizon New England Inc.-
Specialist, License Administration Group
6 Bowdoin Sq Floor 6
Boston, MA 02114

APPENDIX III

State and Municipalities Covered by this Agreement broken down by Planning Manager's Area

Massachusetts

The following list includes all municipalities served by VERIZON from the State of Massachusetts with the exception of those served over the boundary from Vermont and Rhode Island. See Vermont and Rhode Island for municipalities served from Vermont and Rhode Island. Other municipalities are served by independent Telephone Companies.

Metro-South Ma (Boston Metro Areas)

BOSTON *	DORCHESTER	MILTON	SCITUATE *
BRAINTREE	DOVER *	NORWELL *	SOMERVILLE *
BROOKLINE*	HINGHAM	NORWOOD *	WEST ROXBURY
CANTON *	HOLBROOK *	QUINCY	WESTWOOD
COHASSET	HULL	RANDOLPH	WEYMOUTH
DEDHAM *	MATTAPAN	ROSLINDALE	

North Ma (Cambridge-Somerville & Brookline-Newton Areas)

ARLINGTON	CAMBRIDGE	MEDFORD *	WATERTOWN
BEDFORD *	CHESTNUT STREET	NATICK *	WAYLAND *
BELMONT	DEDHAM *	NEEDHAM	WELLESLEY *
BOSTON *	DOVER *	NEWTON	WESTON
BROOKLINE *	LEXINGTON	SOMERVILLE *	WINCHESTER
BURLINGTON *	LINCOLN *	WALTHAM	WOBURN *

Northeast Ma (Lawrence-Lowell & Malden-North Shore Areas)

AMESBURY	GLOUCESTER	MUNIS	TOPSFIELD
ANDOVER	GROTON *	NAHANT	TYNGSBORO
ARBLEHEAD	GROVELAND	NEWBURY	WAKEFIELD
BEDFORD *	HAMILTON	NEWBURYPORT	WENHAM
BEVERLY	HAVERHILL	NORTH ANDOVER	WEST BOXFORD
BILLERICA	IPSWICH	NORTH READING	WEST NEWBURY
BOSTON *	LAWRENCE	PEABODY	WESTFORD *
BOXFORD	LOWELL	PEPPERELL *	WILMINGTON
BURLINGTON *	LYNN	READING	WINTHROP
CARLISLE *	LYNNFIELD	REVERE	WOBURN *
CHELMSFORD	MALDEN	ROCKPORT	
CHELSEA	MANCHESTER	ROWLEY	
DANVERS	MARBLEHEAD	SALEM	
DRACUT	MEDFORD *	SALISBURY	
DUNSTABLE *	MELROSE	SAUGUS	
ESSEX	MERRIMAC	STONEHAM	
EVERETT	METHUEN	SWAMPSCOTT	
GEORGETOWN	MIDDLETON	TEWKSBURY	

Massachusetts Continued...

Southeast Ma (Brockton & Cape Areas)

ABINGTON	DIGHTON	MARION	ROCKLAND
ACUSHNET	DUXBURY	MARSHFIELD	SANDWICH
AQUINNA	EAST BRIDGEWATER	MASHPEE	SCITUATE *
AVON	EASTHAM	MATTAPOISETT	SHARON *
BARNSTABLE	EASTON	MIDDLEBORO	SOMERSET *
BASS RIVER	EDGARTOWN	NANTUCKET	STOUGHTON
BERKLEY	FAIRHAVEN	NEW BEDFORD	SWANSEA *
BOURNE	FALL RIVER	NORTON *	TAUNTON
BREWSTER	FALMOUTH	NORWELL *	TISBURY
BRIDGEWATER	FREETOWN	OAK BLUFFS	TRURO
BROCKTON	GAY HEAD	ORLEANS	WAREHAM
BUZZARDS BAY	HALIFAX	PEMBROKE	WELLFLEET
CARVER	HANOVER	PLYMOUTH	WEST BRIDGEWATER
CHATHAM	HANSON	PLYMPTON	WEST TISBURY
CHILMARK	HARWICH	PROVINCETOWN	WESTPORT
CUTTYHUNK ISLAND	HOLBROOK *	RAYNHAM	WHITMAN
DARTHMOUTH	KINGSTON	REHOBOTH *	YARMOUTH
DENNIS	LAKEVILLE	ROCHESTER	

Central Ma (Framingham & Worcester Areas)

ACTON	DUDLEY	LUNENBURG	OXFORD
ASHBURNHAM	DUNSTABLE *	MANSFIELD	PAXTON
ASHBY	EAST BROOKFIELD	MARLBORO	PEPPERELL *
ASHLAND	EAST DOUGLAS	MAYNARD	PETERSHAM
ATHOL	ERVING *	MEDFIELD	PHILLIPSTON
ATTLEBORO *	FITCHBURG	MEDWAY	PLAINVILLE
AUBURN	FOXBORO	MENDON *	PRINCETON
AYER	FRAMINGHAM	MILBURY	REHOBOTH *
BARRE	FRANKLIN	MILFORD	ROYALSTON
BEDFORD *	GARDNER	MILLBURY	RUTLAND
BELLINGHAM *	GRAFTON	MILLIS	SHARON *
BERLIN	GROTON *	NATICK *	SHERBORN
BOLTON	HARVARD	NEW SALEM *	SHIRLEY
BOXBORO	HOLDEN	NORFOLK	SHREWSBURY
BOYLSTON	HOLLISTON	NORTH ATTLEBORO *	SHUTESBURY *
BRIMFIELD *	HOPEDALE	NORTH BROOKFIELD	SOUTHBORO
BROOKFIELD	HOPKINTON	NORTH GRAFTON	SOUTHBRIDGE
CANTON *	HUBBARDSTON	NORTHBORO	SPENCER
CARLISLE *	HUDSON	NORTHBRIDGE	STERLING
CHARLTON	LANCASTER	NORTHFIELD *	STOW
CLINTON	LEICESTER	NORTON *	STURBRIDGE
CONCORD	LEOMINSTER	NORWOOD *	SUDBURY
DOUGLAS	LINCOLN *	OAKHAM	SUTTON
DOVER *	LITTLETON	ORANGE	TEMPLETON

Massachusetts Continued...

Central Ma (Framingham & Worcester Areas) Continued...

TOWNSEND	WAYLAND *	WEST BROOKFIELD *	WORCESTER
UPTON	WEBSTER	WESTBORO	WRENTHAM *
UXBRIDGE	WELLESLEY *	WESTFORD *	
WALPOLE	WENDELL *	WESTMINSTER	
WARWICK	WEST BOYLSTON	WINCHENDON	

Western Ma (413 Area)

ADAMS	GILL	MONTEREY	SPRINGFIELD
AGAWAM	GOSHEN	MONTGOMERY	STOCKBRIDGE
ALFORD	GRANBY	MT WASHINGTON	SUNDERLAND
AMHERST	GRANVILLE	NEW ASHFORD	TOLLAND
ASHFIELD	GREAT BARRINGTON	NEW BRAINTREE	TYRINGHAM
BECKET	GREENFIELD	NEW MARLBORO	WALES
BELCHERTOWN	HADLEY	NEW SALEM *	WARE
BERNARDSTON	HAMPDEN	NORTH ADAMS	WARREN
BLANDFORD	HANCOCK	NORTHAMPTON	WASHINGTON
BLANFORD	HARDWICK	NORTHFIELD *	WENDELL *
BRIMFIELD *	HATFIELD	OTIS	WEST BROOKFIELD *
BUCKLAND	HAWLEY	PALMER	WEST SPRINGFIELD
CHARLEMONT	HEATH	PELHAM	WEST STOCKBRIDGE
CHESHIRE	HINSDALE	PERU	WESTFIELD
CHESTER	HOLLAND	PITTSFIELD	WESTHAMPTON
CHESTERFIELD	HOLYOKE	PLAINFIELD	WHATELY
CHICOPEE	HUNTINGTON	RICHMOND	WILBRAHAM
CLARKSBURG	LANESBORO	ROWE	WILLIAMSBURG
COLRAIN	LEE	RUSSELL	WILLIAMSTOWN
CONWAY	LENOX	SANDISFIELD	WINDSOR
CUMMINGTON	LEVERETT	SAVOY	WORTHINGTON
DALTON	LEYDEN	SHEFFIELD	
DEERFIELD	LONGMEADOW	SHELBURNE	
EAST LONGMEADOW	LUDLOW	SHELBURNE FALLS	
EASTHAMPTON	MIDDLEFIELD	SHUTESBURY *	
EGREMONT	MONSON	SOUTH HADLEY	
ERVING *	MONTAGUE	SOUTHAMPTON	
FLORIDA	MONTAGUE L D	SOUTHWICK	

Rhode Island

The following list includes all municipalities served by Bel Atlantic from the State of Rhode Island.

ASHTON	EXETER	NORTH KINGSTON	TIVERTON
BARNGTON	FOSTER	NORTH PROVIDENCE	WARREN
BRISTOL	GLOUCESTER	NORTH SMITHFIELD	WARWICK
BURLVILLE	GREENVILLE	PASCOAG	WEST GREENWICH
CAROLINA	HOPKINTON	PAWTUCKET	WEST WARWICK
CENT FALLS	JAMESTOWN	PORTSMOUTH	WESTERLY
CENTREDALE	JOHNSTON	PROVIDENCE	WESTPORT
CHARLESTOWN	LINCOLN	PRUDENCE ISLAND	WOONSOCKET
COVENTRY	LITTLE COMPTON	RICHMOND	REHOBOTH, MA *
CRANSTON	MIDDLETOWN	RIVERSIDE	BLACKSTONE, MA

CUMBERLAND
EAST GREENWICH
EAST PROVIDENCE

NARRAGANSETT
NEW SHOREHAM
NEWPORT

SCITUATE
SMITHFIELD
SOUTH KINGSTON

NORTH ATTLEBORO
MA*

SEEKONK, MA
MENDON, MA
SWANSEA, MA *
MILLVILLE, MA

WRENTHAM, MA *
NORTH ATTLEBORO
MA

*

Appendix IV Form 1

Note: Verizon uses electronic forms 1,2,3 for license applications. Below is a facsimile of the actual form that you will be given to use.

APPLICATION AND POLE ATTACHMENT LICENSE FORM 1

*Note: Shaded areas are for Verizon use only.

Date	
Licensee*	
Street Address*	
City*	
State*	
Zip*	
Email*	
Phone*	
Cell*	
License Number*	
Customer License Number	
Municipality where Poles are Located*	
State where poles are located*	
Eko	
Agreement No	
Total poles to survey*	

TYPE OF ATTACHMENT*	WITHIN OR ABOVE	TOTAL NUMBER	CONDUCTOR CAB	CONDUCTOR CABLE	SUSPENSION	SUSPENSIO

FORM 1 INSTRUCTIONS

Field Name	Definition	Appears on top of Form 1 - Applicatio
Date	Date = This is a manual date that the customer puts on the	X
Licensee	Licensee - Name of representative submitting the application	X
Name of representative submitting this application	Name of person submitting application and representing the	X
Street Address	Street address for customer	X
City	City for customer address	X
State	State for customer address	X
Zip	Zip for customer address	X
Signature	Signature of person submitting application and representing	X
Title	Title of person submitting application and representing the	X
Phone	Customer's phone	X
Email	Customer's email	X
Cell	Customer's cell	X
Verizon App#	Application number assigned to this application by Verizon	X
Customer App #	Application number assigned to this application by Customer	X
Municipality	The municipality where the poles/attachments are located	X
State where poles located	The state where the poles/attachments are located	X
Elco	The name of the power company that is a Joint Owner, Joint	X
Agreement/Account No.	This is the Agreement number or the Account number the	X
Within or Above Comm Space	Area of pole where customer is requesting to locate its	X
Type of attachment	For each pole listed customer must indicate what type of	X
No. of each type of attachment desired	For each type of attachment, customer must indicate the total	X
For each type of attachment:	Specifications for each type of attachment including diameter	X
Total poles to Survey	The customer initially provides the total. Verizon updates the	X

Individual applications are to be numbered in sequential ascending order by Licensee for each Pole Attachment License. Licensor will process applications in sequen

-- Provide a separate application for each municipality
Note: (For municipalities served by more than one Power Company a separate application for each Power Company area must be provided.)
-- Limit the number of poles to 300 or 0.5% of Licensors total poles within a state during a 30-day period per each application
-- Attach power supply specifications
-- Provide the size of your cable strand
-- Provide the weight per foot of cable
-- Other Attachments

- | |
|--|
| (1) JO = Jointly Owned - a pole in which Verizon has an ownership interest. |
| (2) SO = Fully Owned/Solely Owned a pole that is solely owned by either Verizon or the Power Company. |
| (3) JU = Joint Use A party to whom use of the pole and/or anchor has been extended by the owner of the facility. The term Joint User shall not include Licensees |

Appendix IV Form 2

Note: Verizon uses electronic forms 1,2,3 for license applications. Below is a facsimile of the actual form that you will be given to use.

AUTHORIZATION FOR FIELD SURVEY FORM 2

Licensee	
License Application Number	
Municipality	
State	

* Based on average of 75 poles surveyed per day, a travel time charge has been added for each additional day required to complete the survey.

Please note, if your payment for the field survey charges is less than the amount required, the correct payment must be received by this office in order to schedule the survey.

The required field survey covering Pole Attachment License Application # _____ is authorized. Enclosed is the advance payment in the amount of \$ _____

Licensee Representative*	
Licensee Representative Signature	
Title	
Email	
Phone	
Cell	
Date	

FIELD SURVEY CHARGES

FIELD SURVEY	# POLES	RATE	TOTAL
TOTAL POLES			
Additional Travel Time*			
TOTAL Charges			

AUTHORIZATION FOR POLE MAKE-READY WORK

Licensee _____

Field survey work associated with your License Application No. _____ dated _____, for attachment to poles, in the municipality of _____, State of _____ has been completed. Following is a summary of the make-ready charges which will apply:

<u>TASK #</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Custom Work Order Preparation			
Miscellaneous			

Attached, as requested, is an itemized unit cost (Form 3) of required make-ready work and associated charges. If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$ _____.

Licensors Name (Print) _____

Signature _____

Title _____

Address _____

Tel. No _____

Date _____

The replacements and rearrangements included in Pole Attachment License Application No. _____ are authorized and the costs therefore will be paid to Licensors in accordance with Appendix I to Pole Attachment License Agreement. My check is attached.

Licensee's Name (Print)

Signature _____ Tel.
No. _____

Title _____ Date

Appendix IV Form 6

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

This form is to be completed and mailed to Verizon New England Inc., LICENSE ADMINISTRATION at the address listed below and the appropriate Power Company:

Verizon New England Inc.
LICENSE ADMINISTRATION
6 Bowdoin Sq Floor 6
Boston, Massachusetts 02114

Licensee
Street Address
City and State Date

In accordance with the terms of Pole Attachment License Agreement dated
this serves as written notification from Licensee that attachment(s) to
the following pole(s) in the municipality of
State of
are being discontinued (removed) on
These attachments are covered by Pole Attachment License Application number

Table with 3 columns: Pole Number, Location, Attachment. Multiple rows of blank lines for data entry.

Total number of attachments to JO1 poles to be discontinued
Total number of attachments to FO2 poles to be discontinued
Total number of attachments to JU3 poles to be discontinued
Total number of Power Supplies/Other Equipment to be discontinued

Said license is to be canceled in its entirety / partially as above.
(circle one)

Licensee Print Name

Signature Tel. No. Fax No.

Title Date

APPLICATION # _____

LICENSEE
NAME _____

MUNICIPALITY _____ STATE

To be completed by Licensor :

It has been verified by Licensor that the number of attachments to be discontinued have been removed from Licensor's poles and the number of attachments have been adjusted as appropriate on the preceding page.

VERIZON New England Inc.

VERIZON Representative (Print Name) _____

Signature _____ Title _____

Tel. No. _____ Date: _____

- (1) JO = Jointly Owned - a pole in which Verizon New England Inc. has an ownership interest.
- (2) FO = Fully Owned/Sole Owned – a pole that is solely owned by Verizon New England Inc.
- (3) JU = Joint Use – A party to whom use of the pole or anchor has been extended by the owner of the facility. The term “Joint User” shall not include Licensees.

Townwide Master Plan

- Kicked around and delayed for several years.
- Town has several strategic goals and objectives that would be aided by overall guidance and a Master Plan
 - How to increase commercial development.
 - Nature of commercial development has changed since 1964 and even since 1997. Not building a lot of “big box” square office buildings for tech companies.
 - This year had highlighted the need to diversify our tax base.
 - Master plan will assist in identifying the best areas for this growth, and how to deal with our zoning to promote that diversification.
 - Future of the Dale Street/Pfaff area if that elementary school moves to a new location.
 - Where to locate any Parks & Rec building?
 - General question of an overall municipal facilities master plan
 - How to integrate MSH into the town’s overall planning.
- In other words—facing a lot of “planning” questions that are connected. We can’t look at particular locations in isolation, but need to look at the town as whole.
 - Clear BOS made a mistake in not bringing this forward last year
 - Recurring theme of bowing to short-term pressure. Last year was a quote “bad year” too. Prediction—next year will be too.
- Need to make progress on these issues, take advantage of the good real estate cycle and address these important questions.
- Town is mostly built out—Plan will address a relatively discrete set of questions, will allow for substantial public input, and provide guidance to Planning Board, Selectmen, and Town Meeting going forward.

To: Roberta Lynch, COA Director
Kevin Ryder, Parks & Recreation Director
Council on Aging
Parks & Recreation Commission
Permanent Planning & Building Committee

Cc: Michael Sullivan
Kristine Trierweiler
Dr. Jeffrey Marsden

Fr: Board of Selectmen

Re: Collaboration and Coordination Regarding Future Space Needs for Council on Aging and
Parks & Recreation Department

Date: November __, 2018

This Memorandum is intended to provide guidance to you all as you make plans to seek additional space for the Parks & Recreation Department and Council on Aging. Under the new by-law governing its affairs, the Permanent Planning and Building Committee is responsible for reviewing all proposed building projects and making a recommendation to the Selectmen.¹

As you should know, the Board of Selectmen both appreciates the good work of the Council on Aging and the Parks Recreation Commission.

We provide this memo to offer some guidance about what the Board would like Parks & Rec and Council on Aging to consider as you develop your building proposals.

1. Any requests for additional space should be based on an analysis of current and projected programs and the space required to effectively run those programs. In addition, this should include an assessment of any additional revenue that may be generated as a result of any building project.

2. In developing your building proposals, we also expect you to review the town's available or projected buildings and assess whether other built or planned buildings can accommodate some of the programming needs you expect to be fulfilled by your building projects. This memo is addressed to the School Department as well because we expect, particularly in the case of Parks & Rec, that you will take into account the space available in a new or renovated Dale Street School in assessing how much additional new space is needed to accommodate your programs. For example, if the new Dale gym is larger than the current gym,

¹¹ To avoid repetitively repeating "building or renovation" each time, this memo simply refers to your proposed building projects. We do understand that COA is seeking an expansion/renovation of its existing building and not an entirely new building.

could that accommodate additional Parks & Rec programming such that any new Parks & Rec building would not need to include a gym?

3. The COA and Parks & Rec Commission, led by each department's director, should coordinate and collaborate on their proposed building projects. This should include an assessment of how any new space could be used by both departments at different times given your current and projected programming schedules.

4. In fulfilling its role under the new by-law, the PPBC should consult with both departments and offer technical advice and assistance in determining the most cost-effective approach to providing additional space for the COA and Parks & Rec. This should not include an assessment or evaluation of the merits of either department's programming. Rather, once each department has identified the programs to be accommodate by each building project, the PPBC should provide guidance on the best approach to each building project to satisfy those programming needs. Ultimately, of course, it will be up to Town Meeting and, likely, the Town's voters to decide on the merits of any building project in light of each department's programming plans.

As always, we appreciate the work of the Council on Aging and the Parks & Recreation Commission and all that you do for the citizens of Medfield. The Board looks forward to working with you to find the best way forward for our Town.



TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

MICHAEL J. SULLIVAN
Town Administrator

November 27, 2018

Catherine Racer, Associate Director
Division of Housing and Development
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

RE: Chapter 40B Comprehensive Permit
Project Name: The Rosebay at Medfield
Location: 30 Pound Street, Medfield, MA, 02502
Number of Units: 45 Units (45 affordable)
Subsidizing Agency: DHCD
Applicant: Newgate Housing LLC

Dear Ms. Racer,

Thank you for the opportunity to comment on the Project Eligibility Application under the Chapter 40B program, for a proposed Low Income Housing Tax Credit ("LIHTC") development. The Rosebay at Medfield, a 45-unit senior housing rental development proposed by Newgate Housing LLC contains 37 one-bedroom units and 8 two-bedroom units as well as programming space for elder services. The project site, which is currently in partial use as a Medfield Housing Authority senior housing property ("Tilden Village"), which currently contains 60 units within six two-story buildings and is served by existing municipal infrastructure. As Tilden Village is not served by elevators and none of the upper-story units are accessible, and as the proposed development includes programming space for elder services, it is logical to locate new senior housing on the undeveloped two-acre portion of the site; particularly as there is very limited available land in Medfield that is served by public water and sewer – including most undeveloped Town-owned land and the former Medfield State Hospital Site; thereby presenting significant challenges to the provision of affordable housing on other Town-owned sites. In order to increase both the supply of affordable senior rental housing, and also handicap accessible housing, as well as to provide a modest number of two-bedroom units to accommodate households with authorized home care workers, and the inclusion of space for elder services, the site at 30 Pound Street is ideal given its proximate location to the Town Center, existing senior housing, and local services.

The Medfield Board of Selectmen has reviewed the application and is in support of the concept to construct affordable senior housing on this site; but has some reservations about the design and potential traffic impacts of the proposed building. Having recently

completed a Housing Production Plan which underscored the need for more diverse housing units in terms of unit size, tenure, and cost, the Plan specifically identified both Tilden Village and the Town Center as a target area for affordable housing. The Town-led effort to allow further development at Tilden Village has been a partnership between the Board of the Selectmen, the Medfield Affordable Housing Trust, and the Medfield Housing Authority to develop and issue an RFP for this site, and then to select the most responsible proposer [Newgate LLC]. The applicant has worked with the Town to develop a development program to create additional senior housing. The building, which has not yet undergone local permitting, has generated concern from neighboring residents and within the Town government. Although the applicant states that much of the design issues could be worked out during the Zoning Board of Appeals (“ZBA”) process, the Town would prefer the applicant to revise their design program prior to appearing before the ZBA as incomplete applications could potentially undermine concerted efforts on the Town’s part to make the plan review process as transparent as possible. The applicant’s permitting strategy to wait until after the commencement of a hearing at the ZBA could damage newly formed public trust and could lead to confusion and the spread of misinformation, which could be detrimental to an already sensitive proposal for much needed housing and add considerable time and acrimony to the process. Due to these factors, the Board of Selectmen may opt not to support this project unless the applicant changes approach and becomes more responsive to community concerns regarding design and traffic impacts, and consequently, they may recommend that the Zoning Board of Appeals deny this project, as is their right due to the Town’s position in Safe Harbor.

In addition to the Town’s efforts to improve public perception regarding affordable housing, the Town has made significant strides to increase the actual production of affordable housing opportunities within the Town. Since the completion of the Housing Production Plan, the Town has authorized the formation of an Affordable Housing Trust (“Trust”), passed a \$1m bond to capitalize the Trust, and adopted an aggressive Inclusionary Zoning Bylaw at Annual Town Meeting in 2017. The Town has been involved in further planning efforts including the Trust’s completion of a Five-Year Action Plan and Strategy and a Master Plan for the State Hospital site, which features provisions for affordable housing opportunities. Since the adoption of the Housing Production Plan, the Town has met their targets to reach Safe Harbor by approving the following developments: Cushman House at 67 North Street (rental, 8 units, 2 affordable), 71 North Street (rental, 8 apartments, 2 affordable), Chapel Hill Landing (ownership, 49 units, 13 affordable), Hillside Village (rental, 16 apartments, 4 affordable), and is currently reviewing Medfield Green at 41 Dale Street (mixed tenure, 36 units, 27 SHI eligible units).

The Medfield Planning Board took the opportunity to comment on the proposal early in concept at their August 28, 2017 meeting and again at their September 17, 2018 meeting. The Planning Board is concerned about the design of the building; in particular with respect to the roofline and the massing. Although the school complex is a large institutional building, Tilden Village consists of modest two-story structures and the surrounding neighborhood contains single family homes. The Planning Board is concerned that the proposed building is not in keeping with the architectural vernacular of the area and would like to see more effort to appropriately mass the building so as to minimize impacts on neighboring properties. Medfield’s local design standards discourage long unbroken facades, and they should be avoided and broken up with

recesses and projections, changes in materials, and complimentary landscaping; although these standards are not applicable to a development pursuant to Chapter 40B, they do offer insight as to what the Town might consider appropriate design. The Planning Board also requested a traffic report and recommended the Zoning Board of Appeals consider obtaining technical assistance for the design review of the proposed building.

A site visit with DHCD was conducted on November 6, 2018. During the site visit, the following issues were discussed:

- Identification of project in Housing Production Plan
- Services and amenities offered and available in the community near the project site
- Amount of affordable family housing available in Medfield
- Level of support from the Town and residents
- Comments related to the school, such as retention of an existing path
- Minimum age restriction (55 versus 62)
- Bedroom counts; necessity for two-bedroom units
- Height, bulk, massing and architectural context
- Lockbox gate in rear
- Absence of wetlands or natural heritage areas

Following the site visit, Town Officials have submitted the following comments:

TOWN ADMINISTRATOR

The Town Administrator is not supportive of this proposal. The Town Administrator believes that the proposed neighborhood has faced a lot of recent development, including the 2005 renovation of the Middle and High Schools (originally constructed in 1961), a recent multifamily conversion resulting in the preservation of the historic Cushman House and resulting in 8 units including two affordable handicap accessible units, and a proposed adjacent multifamily project, also resulting in an increase of 8 units including two affordable units for a total of 16 units within a half mile radius of the project site. Further, Pound Street is currently used as a commuter cut through which would be impacted by this project. The Town Administrator would prefer to focus development at the Former State Hospital Site.

BOARD OF HEALTH

Due to the project site's location within the Aquifer Protection Zone [which covers much of the Town], the applicant is requested to infiltrate, at a minimum, the first one-inch of run-off from the site entire site, and that run off from impervious surfaces be treated to the highest regulatory standard prior to infiltration. The Board of Health believes this will help ensure that the Town can maintain a clean and adequate supply of drinking water to its citizens, including those who reside and/or work at this project site.

DEPARTMENT OF PUBLIC WORKS

Although the Department of Public Works (DPW) anticipates that all drainage, water, and sewer utilities will be shown on future plans as the project progresses, there are still some concerns about other missing elements. The current plans do not address snow removal for the planned development. It is unclear if there will there be snow storage

areas dedicated for winter operations or if the snow be removed from the site. DPW notes that if the snow is planned to be removed from the site, accommodations for larger removal equipment such as, loaders, trailer dumps or large blowers should be considered. Parking vehicles within the right-of-way while snow removal in the development takes place should not be entertained as the town enforces parking bans throughout the winter months. In addition, the applicant shows a driving lane and two parking spaces located within a 20' wide drainage easement held by DPW. Further discussion between the applicant and DPW will be required regarding the easement. In addition, details for handicap accessibility should be shown for each of the sidewalk approaches to the main entrance driveway on Pound Street. Lastly, DPW notes that all permits should be obtained before any work has commenced for street opening, trenching, and water and sewer connections; and believes the applicant should satisfy concerns related to increased traffic.

COUNCIL ON AGING

The Council on Aging is supportive of this proposal but has some concerns about the appearance of the building, as well as the size and height.

MEDFIELD PUBLIC SCHOOLS

The Medfield School Department is concerned by how close the building and parking is to adjacent Middle and High School complex. Many students at both the middle school and high school walk to school, and use an existing path that runs through the site to access the school. Maintaining the safe pedestrian access through the site for students should be a priority. There is also concern that the current road on the school side will be used as an emergency egress into the property. The school property has consistent traffic from 7am -11 pm from Sunday-Saturday for the period of September – June, and could be impacted by this project. Finally, the School Department notes that part of the Housing Authority property is currently in use as a playground for the School's daycare.

MEDFIELD POLICE DEPARTMENT

The Medfield Police Department is supportive of this proposal, but would like to see more details related to site illumination and traffic impacts.

MEDFIELD FIRE DEPARTMENT

The Medfield Fire Department would prefer the applicant use a lockbox at the gate for emergency egress in lieu of Opticon, a barcode scanning system.

RESIDENT COMMENTS

In addition to those comments by Town Officials, a number of neighbors and residents have also submitted comments on the proposed project. Most comments related to concerns related to the Aquifer Protection District, the appropriateness of the building, the design of the building, and traffic impacts; however, not all letters spoke in opposition and several residents did issue letters of support.

GENERAL COMMENTS

Finally, the Town has some concerns regarding the pro forma and the long-term financial viability of the project once the compliance period ends for tax credit recapture. The Town recognizes that there are real challenges with respect to finding income eligible tenants who can afford LIHTC rents without a rental subsidy. With no long-term rental

subsidy or other known recapitalization plan, there is some concern as to what position this may put the Housing Authority in should they wish to regain control of the property upon the dissolution of the Limited Partnership Agreement in light of the need to also pay for maintenance and management expenses. The Town also notes that the fair market rents for 2019 have been issued and should be used in New Gate LLC's pro forma calculations. Due to long-term funding challenges, the Town also recognizes that the affordable units in this development are smaller than those required by DHCD but believes this will assist with future affordability. As the project consists of three fully handicap accessible units and two hearing impaired accessible units, and the building is served by an elevator, the Town is satisfied that the units will provide significant housing opportunities for lower income senior households. Although DHCD has advised against the inclusion of two-bedroom units, the Town would like to see the two-bedroom units to remain so as to allow for the occupancy of an authorized home care worker and believes such units would provide a significant benefit the Town.

In consideration of the above comments, and those enclosed, it is our expectation that you will agree that the Rosebay at Medfield is eligible for funding by DHCD so they may proceed with applying for LIHTC credits.

Please do not hesitate to contact us with any questions that you may have.

Sincerely,

Michael Marcucci, Chairman
Medfield Board of Selectmen

MEMO

Medfield Employers & Merchants Organization, Inc.
P. O. Box 6
Medfield, MA 02052-0006

November 13, 2018

Board of Selectmen
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Dear Board Members:

The annual Holiday parade is scheduled for Saturday, December 8, 2018 at 1:00PM beginning and ending at the Middle School and will follow the usual route shown on the enclosed sheet.

As always, MEMO would like the Board of Selectmen to lead the parade by either walking or riding in a float. Please invite any former Selectman to join you.

The annual Tree Lighting, Caroling and selection of Santa's Elves will take place on Friday evening, December 7th at 6:30PM at Baxtor Park. You are also most cordially invited to attend and participate in the tree lighting festivities.

Finally, I am requesting that the Board take whatever formal action may be necessary, at it's earliest convenience, to issue a Parade Permit. I am corresponding with Chief Wilhelmi and Chief Carrico relative to the planned parade route and will be meeting with them or their representative to promote the safe flow of vehicular and foot traffic through the school area. I am also working with the school administration to secure permission to the use of the school grounds for the start and finish of the parade.

If you have any questions, please do not hesitate to contact me. I thank you for your continued support of MEMO's Holiday activities and wish you all a joyous and peaceful Holiday Season.

Very truly yours,



Alison Brown
MEMO HOLIDAY COMMITTEE
Coldwell Banker Residential Brokerage
Medfield/Westwood Regional Office
692 High Street,
Westwood, MA 02090
Alison.Brown@nemoves.com /508-380-7280

MEMO

HOLIDAY PARADE ROUTE

Saturday, December 8, 2018

Starting time: 1:00 P.M.

From **Middle School**, **LEFT** onto Pound Street;

RIGHT onto South Street to lights (Brothers' Market, Route 109);

LEFT on Main Street to Park Street (at RR tracks);

LEFT on Park Street to Oak Street;

LEFT on Oak Street to Pleasant Street;

RIGHT on Pleasant Street;

LEFT on Metacomet Street;

STRAIGHT into High School Grounds,

CONCLUDE at Middle School Parking Lot,
approximately 2:00 P.M.

55 Pine Street
Medfield, MA 02052
November 15, 2018

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Attention: Evelyn Clarke, Administrative Assistant

Re: Signage request – Medfield Lions Christmas Tree Sales

To the Board of Selectmen,

On behalf of the Medfield Lions Club Christmas Tree Committee, I am requesting permission to place four (4) sandwich boards in the four (4) designated locations (shown below).

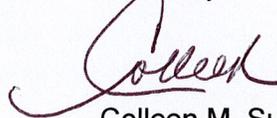
1. Transfer Station
2. Sidewalk jetout at North Street / Main Street
3. Rt. 109 / Hartford Street
4. Northeast corner of Rt 27 / South Street

The Medfield Lions are especially anxious to get the signs out due to the LOCATION CHANGE of the TREE SALES. This year we will be setting up and selling Christmas Trees in the American Legion parking lot on Peter Kristof Way instead of the Shaw's plaza lot.

For your information, we have been given permission by Shaw's plaza to place a NEW LOCATION banner on the grassy hill (visible from Rt 27) in the previous Lions banner location, and we have also been given permission by Medfield Vet Clinic to place a banner on their property helping us spread the word of the new location for tree sales.

Sales will begin the Saturday after Thanksgiving, November 24th, so we would like to place these signs as soon as possible.

Sincerely,



Colleen M. Sullivan
Medfield Lions Club

/cms

RECEIVED

NOV 15 2018

MEDFIELD SELECTMEN

Meeting Minutes

October 2, 2018

Chenery Meeting Room

draft

Present: Selectmen Marcucci, Murby, Peterson; Town Administrator Sullivan; Town Counsel Cerel; Administrative Assistant Clarke. Assistant Town Administrator Kristine Trierweiler absent

Chairman Marcucci called the meeting to order at 7:00 PM and disclosed this meeting is being recorded. Selectmen observed a moment of appreciation for our Troops serving in the Middle East and around the world

Appointment

Cyclocross Racing Event / Resident Greg Bonnette presenting; promoter Chip Baker, present Mr. Bonnette began his presentation by saying that he is excited to host this proposed event planned to take place on Saturday December 8, 2018 at the state hospital site. He explained that cyclocross racing is on a mixed terrain course that includes pavement, dirt and grass and is very popular in New England. The hospital site is the perfect spot as there is ample parking and open space. Expect about 300-500 participants and spectators and in all kinds of weather, snow, ice and sun. Participants sign a liability waiver and the Town will be covered by the group's insurance. An inspection will take place in the spring to repair any ground damage that may happen. Request permission to set-up the course on Friday; break down and cleanup after final race Saturday. Group would like to apply for a one-day wine and beer permit as there will be food trucks; spectators also tailgate.

Selectman Peterson queried if the date could be changed. The first two weekends in December are busy in Medfield as there is the Angel Run, Holiday Stroll and Christmas Parade. Resident Bill Massaro was recognized who suggests that DCR and DCAMM be notified as well as the Building and Grounds Committee meet to work out logistics. He suggests that the area of the Charles River overlook be avoided for the race.

Chairman Marcucci advised to work out details with the Building and Grounds Committee; the police and fire chiefs be notified regarding details and alcohol; a price for use of the area. Hold decision for next meeting

Medfield Energy Committee; members Lee Alinsky, Fred Davis, Cynthia Green

Town Counsel Cerel has reviewed the Eversource purchase and sale agreement and has concerns regarding several items, i.e. will Eversource impose attachment fees; who owns the utility poles Verizon or Eversource; other open questions that he has not received answers from Eversource general counsel. We have learned that there is a 13.55 charge for hookup to each pole. It was noted that consultant George Woodbury defeated the enforcement of pole attachment fees before the Department of Public Utilities. Should the Town move forward to the LED streetlight conversion we could realize about a \$17,000 savings per year; 152 towns own their streetlights. Discussed: is it logical to do this as eventually the state will mandate utility companies to convert to LED lights or should the Town work towards the conversion

ourselves. Selectman Peterson is concerned that if we do not resolve the issues by December 31 the Town will lose state grant monies.

Energy Committee Chair, Lee Alinsky agrees the Town is under a timeline, one reason the committee has brought this to the Selectmen tonight. The Town may have a small window for extension, but not really sure if there is that luxury. It was pointed out that Medfield is not operating by itself; MAPC has hired a contractor to do the upgrade. Chairman Marcucci asked if the issues could be sorted out by the next Selectmen's meeting on October 16 and one way or another we will make a decision to sign the contract or not. Should Verizon become an issue, Mr. Marcucci will recuse from the discussion as Verizon is a client at his law firm.

Cynthia Green advised the Board that Energy Committee member Penni Connor extends an invitation to them to view the solar array installed at her house at 3 Donnelly Drive on Saturday October 6, National Solar Tour Day.

Ms. Green wanted to know as Facilities Director Jerry McCarty has resigned will the Town replace him. Mr. Marcucci replied that the Town has advertised and conducted interviews. The position was offered to a candidate; however, it was turned down. Ms. Green would like to know who should be contacted within the Town until someone is hired. Jerry was a great resource and help to the committee. Mr. Marcucci advised to contact Kristine who may help or direct to someone else.

Library Vacancy

Selectmen received a letter from the Library Trustees advising that member Geena Matuson has resigned. Trustees request that the vacancy is not filled at this time; rather continue with board of five members until the March Town Election. The Selectmen agree with the Trustees request. No formal motion necessary.

State Hospital Master Plan, RFI

Member Ken Richard explained to the Board that the committee has a list of about 75 developers, however we will send RFI proposal to about 39. The mailing will go out this Friday October 5 and responses due November 16. The committee will target December 18 to incorporate those changes suggested to the Master Plan. Selectmen Peterson offered that perhaps you may want to contact Frank Perry and Jim Alcott to attend a committee meeting as they would be happy to meet and may be helpful as real estate development is their business.

Medfield Rail Trail/Grant Agreement for the DCR Recreation Trails Program

Christain Donner was recognized. He explained that the Department of Conservation and Recreation has awarded Medfield a grant for up to \$100,000 for the creation of the Medfield rail trail. They will reimburse only actual costs. The Medfield Foundation has taken on this project as an initiative and agreed to a \$20,000 matching donation; Bay Colony Rail Trail Association is also fundraising. Trail is 1.3 miles from Medfield to Dover.

The committee would like to have DPW help to clean brush and construct the trail; however DPW Director has let them know they do not have the time or equipment. The project actually will not start until spring 2019; Chairman Marcucci said that we will talk with DPW at that time to find out their availability.

Vote: On a motion made and seconded it was voted unanimously to authorize Chairman Marcucci to sign the DCR Grant Agreement as it pertains to the Medfield Rail Trail

Grant Agreement For Cultural Facilities Feasibility and Technical Assistance Grant Agreement

Mr. Murby opened the discussion by explaining that he has been an active supporter of the cultural center. When he heard that consultant Kathy McCabe thought it could anchor the project and should be located in the front of the property, the Chapel was the best building to use. However, the message he has from the Development Committee is that using the building as the cultural center will detract from the development of the site. He heard additional comments that we should not use the Chapel. So don't know which is correct. Mr. Murby is not in any way against the article, just hearing conflicting comments. The RFI did not specifically say the best location for the center. Jean Mineo was asked what the grant will specifically cover; grant is specific for schematics. Selectman Murby has concerns regarding Section 7 of the agreement. We want to be sure we are not over representing something to the state. Mr. Peterson has the same concerns and not sure it is the right place. He is looking for answers from the RFI. Selectmen want to be sure they are not making a non-reversible decision.

Selectman Marcucci is more skeptical about the master plan; should we move forward with the cultural center or wait for a developer. He feels that the cultural center increases the value of the campus and the Town wants to operate the cultural center if we can so the feasibility study will determine if we should actually do it. Mr. Marcucci sees the cultural center as an investment in the site, not a liability. By designating the Chapel Selectmen don't think they are causing a problem down the road. Continue moving forward and recognizing the funds may not come about. Special Town Meeting will hear that the Board of Selectmen are in favor of the article but don't want the message our minds are made up.

Vote: On a motion made by Selectman Murby, seconded by Selectman Peterson it was voted unanimously to sign the Cultural Facilities Fund Grant Agreement for the funding of the next steps in the Arts and Cultural Center Design

Special Town Meeting Articles

Selectman Marcucci queried do we want to run through the articles now and take our position on each. Selectmen Murby and Peterson agree. Mr. Marcucci read each article and the Selectmen are in favor of each one.

SPECIAL TOWN MEETING

Vote: On a motion made by Selectman Murby, seconded by Selectman Peterson it was voted unanimously to call a Special Town Meeting for October 29, 2018 at 7:30 PM

Vote: On a motion made by Selectman Murby, seconded by Selectman Peterson it was voted unanimously to open the October 29, 2018 Special Town Meeting warrant

Vote: On a motion made by Selectman Murby, seconded by Selectman Peterson it was voted unanimously to close the October 29, 2018 Special Town Meeting Warrant

Vote: On a motion made by Selectman Murby, seconded by Selectman Peterson it was voted unanimously to sign the October 29, 2018 Special Town Meeting Warrant

Plastic Bags

Chairman Marcucci recognized resident Eve Potts, 10 Green Street who is in the audience. She announced that the group who is working to ban the plastic bags that grocery stores use to pack our groceries to take home has a new name, The Medfield Plastic Bag Reduction Initiative. They held their first meeting on September 30 that drew a good attendance. The committee is making plans to hold public informational forums November. It was noted that presently 81 towns have already banned the bags. Selectmen thanked Ms. Potts for the information.

Discussion Items

Town Administrator Position

Selectman Marcucci opened the conversation regarding the Selectmen's decision to hire a search firm or offer Kristine Trierweiler the position. We have a good deal of information on her. Should someone come forward from another town, it may look good in a resume but do they have the skills she has. Kristine stands out with her work ethic, and judgment and the dedication she has shown over the past two years with the Board of Selectmen is exceptional. He believes she will recognize that things could be done differently. It is not because of her tenure that she deserves the position, she has the competence and ability and a reasonable way dealing with issues. He is comfortable with offering the position to Kristine. She will be an excellent choice.

Selectman Peterson offered that Kristine has earned it and she deserves it. We will be well served to hire her.

Selectman Murby said that he endorses the points brought up by my colleagues and at this point he has heard favorable comments at a bunch of different places in Town. The Town has had significant turnover recently and during her presentation in August she came up with ideas to move forward that I didn't think of; this told me she is thinking critically. She is emotionally non-reactive, understands dynamics and sees clearly the operational stuff that needs to be done. Her style impressed me.

Mr. Murby continued remarking the Michael has the rock solid financial background; not that Kristine doesn't have that knowledge. Mr. Sullivan said that the Town has a very good financial team that will be here after I am gone and will lend their support to Kristine.

Vote: Selectman Murby made a motion to extend offer to Kristine Trierweiler to take on the post of Town Administrator when Michael J. Sullivan retires, subject to arriving at a mutually agreeable contract, seconded by Selectman Peterson. The vote 3-0

Town Wide Master Plan Committee

Selectmen discussed the makeup of the committee. Recommendations; representatives or designees from Planning Board, Warrant Committee, Conservation Commission, Council on Aging, School Committee, Permanent Building Committee, Water and Sewerage Board, Board of Selectmen, a member of the business community, residents at large. Serving as ex officios Town Treasurer and Town Planner; Sarah will be the one managing. Committee will have 15 members and need eight for a quorum. Selectman Marcucci offered to work on a first draft of the Charter for the committee.

Mr. Marcucci apologized that although he requested the item about Potential Guidance to Park and Recreation and Council on Aging be placed on the agenda, he does not have a document tonight for review. Hold for next meeting.

Action Items

Vote: Selectman Murby made a motion to sign the November 6, 2018 Election warrant, seconded by Selectman Peterson. The vote 3-0

Transfer Station and Recycling Committee member Steve Catanese submits his resignation

Vote: On a motion made and seconded it was voted unanimously to accept the resignation of Steve Catanese with regret

The Selectmen are invited to attend Troop 89 Eagle Scout Court of Honor for Justin George Plakias, Eric Robert Plumb, Ian Daniel Gipson, Caillian Jeremiah Sheehy on November 24, 2018

Vote: Selectman Murby made a motion to sign the Certificate of Achievement for Eagle Scout Benjamin Lewis Rothstein, Court of Honor to be held on October 13, 2018, seconded by Selectman Peterson. The vote 3-0

Town Surplus Vehicles and Equipment

DPW Director Maurice Goulet requests the Selectmen vote to authorize him to dispose of the items on an on-line auction. Selectman Murby feels that the \$2,345.00 value is low for all this scrap metal. If there is a legal reason he has to go the way of an auction ok, however, why can't

he just haul it all to the junkyard in Norfolk and no doubt get more money. Mr. Sullivan remarked that the auction is the best way as metal brings in about \$110.00 per ton.

Vote: Selectman Murby made a motion to authorize Director of Public Works Maurice Goulet to dispose of Town surplus vehicles and equipment, seconded by Selectman Peterson. The vote 3-0

Salt Bid Award

Vote: On a motion made by Selectman Murby, seconded by Selectman Peterson it was voted unanimously to award the Joint Salt Bid for 2018-2019 according to lowest bid prices and the Town of Medfield specifications to Eastern Minerals for CC Salt (ton) and Solar Salt (ton), price \$47.50 each and to Morton Salt the bid for Treated Salt (ton), price \$71.77, and as recommended by DPW Director Maurice Goulet

Wheelock School Boiler

Vote: On a motion made and seconded it was voted unanimously to authorize Chairman Marcucci to sign the Draft Audit Report for Wheelock School Boiler Replacement Project

Hazard Mitigation Plan

Vote: Selectman Murby made a motion to authorize Chairman Marcucci to sign Agreement with Metropolitan Area Planning Council for their services to prepare a Hazard Mitigation Plan Update and as recommended by Town Planner Sarah Raposa

The Rosebay at Medfield

Vote: Selectman Murby made a motion to authorize Chairman Marcucci to sign the Ch. 40B Technical Review Assistance Application for The Rosebay at Medfield Project, located at 30 pound Street and as recommended by the Zoning Board of Appeals

Medfield Green

Vote: Selectman Murby made a motion to authorize Chairman Marcucci to sign the Ch. 40B Technical Review Assistance Application for Medfield Green Project, located at 41 Dale Street and as recommended by Zoning Board of Appeals

State Contract for \$30,000 Grant

Vote: Selectman Murby made a motion to authorize Chairman Marcucci to sign the State Contract to provide Public Awareness and Education on Suicide Prevention Grant, in the

amount of \$30,000.00, seconded by Selectman Peterson and as recommended by Medfield Coalition for Suicide Prevention. The vote 3-0

FEMA Award

Vote: On a motion made by Selectman Murby seconded by Selectman it was voted unanimously to authorize Chairman Marcucci to sign Standard Contract form relating to the Town's Hazard Mitigation Plan Update Project and FEMA Award of \$14,625.00

2018 Snow Storms

The Town is eligible to receive federal reimbursement for the March 2 and 3, 2018 snow storm in the amount of \$45,000 and Town to receive \$112,000 for the March 13 and 14, 2018 snow storm. The Selectmen are requested to vote to authorize Town Procurement Officer Kristine Trierweiler to sign the Certification Forms and **it was so voted**

Early Voting

Vote: On a motion made by Selectman Murby seconded by Selectman Peterson it was voted unanimously to grant permission to Town Clerk Carol Mayer to use Chenery Meeting Room to conduct early voting from October 22 to November 2, 2018 during the hours of Monday to Thursday 8:30 AM to 4:30 PM and Friday 8:30 AM to 1:00 PM

Licenses and Permits (Consent Agenda)

Granted as noted by the Chair:

Church of the Advent permission to place signs announcing their annual Holiday Bazaar on Saturday November 10, 2018; signs in place October 27 to November 10, 2018

Boy Scout Troop 89 permission to place a sign at the Transfer Station announcing their 23rd Christmas tree Pick-up and Recycling Program

Zullo Gallery granted a one-day wine and malt beverage permit for October 20, 2018 event

High School Theatre Society permission to post signs announcing their fall performance of A Midsummer Night's Dream to take place November 17 and 18, 2018

Town Administrator Update

Mr. Sullivan thanked everyone for their assistance in putting the October 29, 2018 Special Town Meeting Warrant in final form for your signature tonight; not an easy task.

Selectmen Report

Mr. Peterson attended the Energy Committee meeting last Thursday; the discussion centered on the street light contract. Committee is looking forward to finish spending the \$140,000 grant funds. Also noted that the school parking lot lights have been swapped out, a project initiated by Jerry McCarty. The Medfield Foundation legacy fund going through their initial inaugural round of grants; a very good thing.

Mr. Murby appreciates the time and commitment from the hospital development committee in putting together and mailing the RFI, holding only two meetings. He reported that the senior housing ad hoc committee met and they hope to have their report completed by the end of this month. Selectman Murby went to the Neponset Valley Chamber of Commerce legislative gathering at Endicott Estate. Not certain why Medfield was invited, however he had a conversation with a Selectman from Canton. Last Friday a car pulled into the Public Safety Building parking lot and it became apparent that the women inside the car was about to give birth. Mike Harmon and Tom Cronin did a great job assisting in the birth. Congratulations to all.

Mr. Marcucci reported that the Affordable Housing Trust will meet this Thursday to hear a presentation regarding the American Legion. This meeting will host the inaugural of our remote participation policy. We will see how this procedure works. We are about to complete the transition of responsibility from the Affordable Housing Committee to the Affordable Housing Trust. Steve Nolan has been very helpful and diligent about making this happen. Selectman Marcucci would like to have us think about what to do to recognize the extraordinary time they have put in through the years as well as the hospital master planning committee. We should think about some type of formal recognition for both committees.

Executive Session

The Board of Selectmen voted to go into executive session at 9:54 PM for the purpose of discussing strategy in preparation for negotiations with nonunion personnel and possible vote on compensation and other terms and conditions of an employment agreement to be offered to new Town Administrator Kristine Trierweiler as having those discussions in open session would have a detrimental effect on the Town's position. Selectmen will not resume in open session. Roll call vote was unanimous

Meeting Minutes
October 30, 2018
Chenery Meeting Room

draft

Present: Selectmen Marcucci, Murby, Peterson; Assistant Town Administrator Trierweiler; Administrative Assistant Clarke. Absent: Town Administrator, Town Counsel

Chairman Marcucci called the meeting to order at 7:00 PM and disclosed this meeting is being recorded. Selectmen observed a moment of appreciation for our Troops serving in the Middle East and around the world

The Board extended condolences to the family of Bob Sylvia. Bob served the Town as a member of the Zoning Board of Appeals for over 35 years, member of the Bylaw Review Committee and a term on the Warrant Committee

Our heartfelt sympathy is extended to families and friends of the victims of the tragedy at Pittsburgh's Tree of Life Synagogue

Action Items

Massachusetts School Building Authority

Selectman Marcucci is requested to sign the enrollment certification form regarding the Dale Street School proposed project. He explained that as part of the state's assessment for the school building process the state projects what our enrollment will be. Ms. Trierweiler mentioned that she went into Boston recently with school officials for discussion how they project enrollments. MSBA reviews the Town's 20 year numbers rather than ten year. Mr. Marcucci remarked that the ratio between birth and kindergarten that is reviewed.

Vote: On a motion made by Selectman Murby, seconded by Selectman Peterson it was voted unanimously to authorize Chairman Marcucci to sign MSBA Dale Street Elementary School Study Enrollment Certification

Verizon Lease Agreement

Selectman Marcucci said that this is a lease agreement between the Town and Verizon's proposal to install their cell tower on the new water tower at the hospital site. He hopes that this will provide much needed reception here in Medfield. As Verizon is a client of Selectman Marcucci's firm he recused himself from the process. The Selectmen are requested to vote to sign the agreement

Vote: Selectman Peterson made a motion, seconded by Selectman Murby to sign the Lease Agreement between the Town of Medfield as Landlord and Cellco Partnership d/b/a Verizon Wireless, as Tenant for the hospital site water tower, property located off Hospital Road. Vote was unanimous

Discussion Items

Signs in the Public Way

Resident David Temple directed an email to the Board with his dismay about signs posted at South Street and Route 27. Selectman Murby remarked that he requested this as an agenda item not to make any decisions, just for discussion. He feels it would be useful if we could put something on the website about those signs that are authorized to be posted. Although the South Street location is a designated area, it is not a particularly safe location. He continued saying that about two weeks ago he noticed at the entrance to the Transfer Station there was a sign for an event at Powisett Farm that he knows the Board did not authorize. Suggests either the Police or DPW employees take down any sign not related to a Medfield activity. Selectmen Peterson mentioned that there are signs posted on the poles near Shaw's that he also knows do not have approval.

Selectman Marcucci advised that a spreadsheet be developed on the Town's website to help keep track of signs that have been approved for posting, their location and duration. This would be a good way to have a sense of what is up and for how long. If it turns out we have a request in May for October posting then we could review the number of signs and either approve or limit. Suggests Town Administrator look at how we do our sign approval and try to make the process smoother. Selectman Marcucci continued saying that he would like to have signs in the public way on the Selectmen's Action List for further discussion

Discuss Town Administrator Position with Kristine Trierweiler

Selectman Marcucci queried about her thoughts regarding the hiring of an Assistant Town Administrator. Ms. Trierweiler responded that what she would like to do is to bring in someone who has municipal government background rather than hire from the private sector; a person who has municipal financial strengths and understands our budget process. Another idea is to combine the school's HR position with the Town's. She has discussed this with Dr. Marsden and Michael LaFrancesca who feel it could work as it would be a cost savings. The school HR person would be very capable of handling both. Just suggestions, not that her mind is made up. She plans to talk with department heads for their input on her thoughts about making small department changes.

Ms. Trierweiler will delegate some parts of the Assistant Town Administrator's duties. Already she has designated Maurice Goulet to take on the role of Tree City USA, he will run the department. But she will keep the option of attending the Tree City Annual Meeting! Ms. Trierweiler is the Town's Procurement Officer; she has talked with Matthew Violette and suggested he become a certified procurement official so that the duties may be shared. Mr. Marcucci questioned how she will advertise the salary for Assistant TA. Her response is that she will meet with the Personnel Board for discussion and their input. She hopes to advertise the position in mid-November to get it going.

Mr. Murby said that he would like to give Kristine direct control over who her choice would be. If you narrow down the choice(s) I would be interested in how you made your decision. Mr. Marcucci said that as we need to work on policies and procedures it would be best to have someone who understands the Selectmen's direction.

Citizen Comment

Resident David Temple was recognized. He said that he would like to discuss the email he sent to the Selectmen regarding the Historical Society water bill. Selectman Murby remarked that he has two issues; what is the mechanism for the bill to be paid; the Society uses the Town building behind the library and they pay for maintenance. However, what is in the lease they have with the Town. He feels that as the Society is a repository for Medfield's historical facts perhaps this point should be given consideration. As Selectmen do we really want to be sure they pay the bill.

Mr. Temple noted that the society uses the building for about five hours per month and a water department employee came to do an inspection and found no leaks. The bill is \$950.00. Ms. Trierweiler remarked that the Society receives a minimum bill based on 10,000 gallons of water two times per year, plus sewerage charges.

Selectman Marcucci agrees with Mr. Murby's comment that the Society plays an important role, however how many other similar situations do we have in Town, i.e. Dwight Derby House, School Department. We need to understand the scope of the problem and handle it fairly. He feels that the Board of Water and Sewerage be advised of this high bill and would like to have Town Counsel's input about the lease. It was suggested that Mr. Temple request to be placed on the Water and Sewerage Board agenda for their next meeting which is November 20 to discuss the issue.

Adjournment

Mr. Marcucci announced that the Selectmen will meet next on Tuesday November 6 which is the annual budget hearing. Meeting adjourned at 7:55 PM

9.3.18 revised draft to Town

AGREEMENT

This Agreement between the Town of Medfield (“Town”) and the Medfield Permanent Firefighters Association, Local 4478 (“Union”) is to resolve all issues arising from bargaining unit members carrying over accrued vacation in conflict with vacation carryover and scheduling provisions in the parties’ collective bargaining agreement (“CBA”) and Department Rules and Regulations.

1. The CBA and Department Rules and Regulations include the following:

- “Vacation hours cannot be carried over from year to year except under unusual circumstances and with the approval of the Fire Chief. Any hours allowed to be carried over shall be used by September 30th of the following year.” (CBA Vacation Article);
- The Chief determines the scheduling of vacation. (CBA Management Rights Article and Rules and Regulations)

2. Although these provisions have not been enforced, the Union acknowledges that the Chief is allowed to do so going forward (CBA Stability of Agreement Article) and that this serves as notice to the Union that the Chief intends to do so.

3. Current accrued vacation hours will be addressed as follows:

a. Current accrued vacation hours must be exhausted by December 31, 2018. The Chief will monitor usage to make sure that this occurs and he may direct a member to use vacation to insure that it occurs. To the extent that a bargaining unit member cannot get a voluntary replacement to cover for their vacation time when coverage is necessary, the Chief may order bargaining unit members to work on a rotating basis.

b. Provided that, by December 1, 2018, a member has used or is scheduled to use by December 31, 2018 all accrued vacation hours except for the “buyout hours” listed below, the member will have the option to sell back up to the number of hours listed as buyout hours provided that the member gives notice to the Department no later than

insert date. Even if the member does not opt to be paid for some or all of the buyout hours, the member must use all of the accrued vacation hours by December 31, 2018.

Name	Current	%	Buyout Hours
Bennotti	417.5	23%	96
Cronin	197	23%	45
DeKing	166	23%	38
Donahue	154	23%	35
Harman	40	23%	9
Kingsbury	191.5	23%	44
Monahan	103.5	23%	24

4. The buyout of of vacation shall not establish a precedent and, therefore, it cannot be used against the Town in any current or future proceeding except a proceeding to enforce the terms of this Agreement.

Town of Medfield/ _____
Date

Medfield Permanent FF Association, Local 4478/ _____
Date 10/1/18

INFORMATIONAL



SMART GROWTH AND REGIONAL COLLABORATION

RECEIVED

NOV 15 2018

MEDFIELD SELECTMEN

November 9, 2018

Mr. Michael Sullivan, Town Administrator
459 Main Street
P.O. Box 250
Medfield, MA 02052

RE: Invitation to Breakfast Kick-Off for the next Regional Plan

Dear Mr. Sullivan,

On Friday November 30, 2018, MAPC will hold a breakfast meeting in Dedham for local elected and appointed officials, and we invite you to attend as well as two representatives from the Board of Selectmen and two members from relevant Boards or Commissions to join us. Our aim is to begin discussions with you and your peers about the future of our region, and to solicit your insight about shared opportunities and challenges.

The occasion for this event is the launch of Greater Boston's next regional plan, MetroCommon 2050. Over the course of developing the plan, we at MAPC will engage officials at all levels, representatives of the private and non-profit sectors, and thousands of Boston area residents. Local leaders will be key to helping ensure the ultimate plan is right for the region.

Details: Friday November 30, 2018, 8:00 - 10am
Holiday Inn Boston-Dedham Hotel & Conference Center
55 Ariadne Road, Dedham 02026

RSVP: Emily Torres-Cullinane, Assistant Director of Strategic Initiatives, etorres@mapc.org

The focus of this meeting will be hearing from you, as a first step in creating a shared vision for the future of the region. During later phases of the MetroCommon process, we will dig into issues such as mobility, housing, and climate change, and explore the policies and actions we'll need to implement to reach our goals.

We hope that you can join us: we so seldom have the opportunity to go beyond the day-to-day, and to think about where we're headed in 2030 or 2050. We look forward to working with you to create MetroCommon, and we look forward to shaping our region together.

Sincerely,

Marc D. Draisen
Executive Director



TOWN OF MEDFIELD

BOARD OF APPEALS ON ZONING

459 Main Street
Medfield, MA 02052

Phone: 508-906-3027

WEST ST

48-027

LUC: 930

ABUTTERS NOTICE

TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052

Notice is hereby given that the Zoning Board of Appeals of the Town of Medfield will conduct a Public Hearing on **Thursday, December 13, 2018** at 7:00 P.M. at the Medfield Town House, 459 Main Street, on an application from Medfield Meadows, LLC (John P. Kelly), with respect to property located at 41 Dale Street (Assessor Parcel ID: 42-019) in the RS Zoning District with Primary Aquifer Overly District.

The application is for a Comprehensive Permit under MGL c. 40B, Sections 20 through 23 as amended, to allow construction of a development to be called "Medfield Green" that will consist of a total of 36 non-age restricted units comprised of 24 one-, two-, and three-bedroom rental units in multiple buildings and 12 two- and three-bedroom condominium (ownership) units in multiple buildings with associated driveways, roadways, parking, and infrastructure on approximately 2.93 acres. Access to the site will be provided only from North Meadows Road. The project will access the utility infrastructure located on North Meadows Road & Dale Street, including sewer, water, gas, electric, telephone and cable. The stormwater management system will be designed to fully comply with all the standard of the MA DEP Stormwater Management Regulations.

The Applicant is proposing that twenty five (25%) percent of all units (6 rentals and 3 condos) will be identified as affordable units and will blend with the proposed market rate units and will be evenly distributed throughout the development.

The application and plans may be viewed at Town Hall during regular business hours or online on the ZBA webpage at www.town.medfield.net. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Acting-Chairman
Board of Appeals on Zoning

MEDFIELD PRESS

November 23, 2018

November 30, 2018

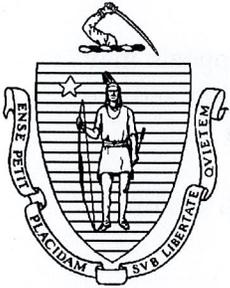
Most applications and plans are available on the Town's website:

www.town.medfield.net > Boards and Committee > Zoning Board of Appeals

Questions? Comments?

Contact Sarah Raposa, Town Planner: (508) 906-3027 or sraposa@medfield.net

Note: Applications may be heard out of order at the Board's discretion



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

Distributed: November 14, 2018
 Board of Selectmen/Town Administration
 Warrant Committee
 Town Counsel
 Building Commissioner

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

Notice of Planning Board Hearing

Relative to Proposed Zoning By-Law Amendments
Pursuant to M.G.L. c. 40A, § 5

The Planning Board of the Town of MEDFIELD will hold a public hearing to discuss proposed amendments to the town's zoning by-laws. The public hearing will be held as follows:

Place: Town Hall, 2nd Floor, Chenery Room
Date: Monday, January 7, 2019
Time: 8:05 pm

RECEIVED
TOWN OF MEDFIELD, MASS.
2018 NOV 14 P 12:44
OFFICE OF THE
TOWN CLERK

The subject matter of the proposed amendments is/are as indicated below (*attach additional sheets if necessary*). The complete text and maps relative to the proposed amendments are available for inspection during regular business hours at the following place(s):¹

- Place:** Planning Department, Town Hall, 459 Main St., Medfield, MA
- Place:** Town Clerk, Town Hall, 459 Main St., Medfield, MA
- Place:** Medfield Public Library, 468 Main St., Medfield, MA
- Place:** www.medfield.net > Planning Board > Proposed Zoning Bylaw Amendments (Contact Sarah Raposa, Town Planner, with any questions or comments: sraposa@medfield.net or (508) 906-3027)

Article Number ### Subject Matter of Proposed Amendments Sufficient for Identification

Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 8:05 p.m. on Monday, January 7, 2019, at the Medfield Town House, 459 Main Street, for the purpose of accepting public comments on the following proposed amendments to the Town of Medfield Zoning By-laws:

Article ##. To see if the Town will vote to amend the Code of the Town of Medfield Chapter 300 Zoning, Article 14 Administration and Enforcement Section 300-14.10 Special Permits by Board of Appeals by deleting Subsection E and its Sub-subsections (1) through (10) in their entirety and replacing them, as follows:

¹ **Note:** The above information is *strictly required* by M.G.L. c. 40A, § 5.



November 16, 2018

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

Re: Xfinity TV Channel Updates

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed with Xfinity TV changes and enhancements. Below we share details regarding new programming that we are launching, the likely drop of Fuse from our line-up, and a general reminder about expiring programming contracts.

New Xfinity TV Channels - For our Digital Preferred customers, in December we will begin offering AFRO. AFRO, a channel from Afrotainment, is a 24-hour polycultural black network mainly broadcasting top-rated Nollywood and black movies, dramas, sitcoms, music, talk, and late night comedy shows. In January, we are launching CLEO TV as part of our Digital Preferred package. CLEO is a new channel from TV One and provides viewers with 24-hour lifestyle and entertainment programming, targeting Millennial and Gen X women of color.

Also starting in December, we are launching i24NEWS for our Digital Preferred customers with our X1 set-top boxes. i24NEWS is an Israeli international 24-hour news and current affairs television channel, which broadcasts in French, English, and Arabic.

We are also going to launch Newsmax TV starting in mid-December, which will be available on both our Digital Starter and Instant TV Sports & News genre pack. Newsmax TV is an American-based news and opinion network, currently reaching over 50 million homes.

Loss of Fuse Anticipated Effective January 1, 2019 - We also wanted to remind you that Comcast's programming agreement with Fuse expires on December 31, 2018, and we will no longer be able to distribute Fuse's programming starting on January 1, 2019. We are communicating this likely change to our customers through a bill message.

General Reminder About Programming Contract Expirations - We regularly inform our customers in their bills and annual notices that we maintain an updated website (<https://my.xfinity.com/contractrenewals/>) and toll free number ((866) 216-8634)) to reflect the programming contracts that are set to expire in the coming months and the channels we might lose the rights to continue carrying.

We are excited about the additions to our robust entertainment offerings and for the opportunity to continue enhancing our Xfinity TV product. Please do not hesitate to contact me at 508.884.2326 should you have questions.

Very truly yours,

Robert F. Sullivan

Robert F. Sullivan, Sr. Manager
Government Affairs



November 16, 2018

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

All of us at Comcast are committed to delivering the entertainment and services our customers in your community rely on today, and the new experiences they will love in the future. As we continue to invest in our network, products and services, the cost of doing business rises. One of our largest costs, and one that continues to increase, is the fees we pay to programmers so that we can continue to offer the best in entertainment, news and sports. As a result, starting December 20, 2018, prices for certain services and fees will be increasing, including the Broadcast TV Fee and Regional Sports Network Fee. Please see the enclosed Customer Notices for more information.

While some prices may increase, we continue to invest in technology to drive innovation. We are working hard to bring our customers great value every day and exciting new developments in the near future, including:

- Talk to the X1 Voice Remote to navigate content
- We offer the first talking TV guide for those with visual disabilities
- Netflix, YouTube, Pandora, and Sling TV and more apps are available on X1
- We continue to make customer interactions simpler with more all-digital tools as an alternative to visiting a store or calling.
- Speed upgrades allowing us to offer the fastest Internet speeds to the most homes in the country
- Control of home WiFi from anywhere, on any device, with xFi
- 19 million Xfinity WiFi hotspots available nationwide

In addition, we wanted to share with you this Xfinity TV Update: On December 18, 2018, Evine Live will be available on chs 89 & 1047.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 508.884.2326.

Sincerely,

Robert F. Sullivan

Robert F. Sullivan, Sr. Manager
Government Affairs

Attachment: Customer Notices

RECEIVED

NOV 19 2018

MEDFIELD SELECTMEN
LV1

Important Information Regarding Your Xfinity Services and Pricing

Medfield, MA

Effective December 20, 2018

We hope you are enjoying your Xfinity services.

I am writing with some important information about your Xfinity service.

As families and homes rely more on technology, we're working to bring you better and more reliable services. We're improving our products, strengthening our network, and investing in technology. We're always working to provide the programming you value and enjoy, whether it's on TV or streaming on your smartphones, tablets, and laptops.

Programming fees—the fees networks and broadcast stations charge us to deliver programming—continue to rise. These are among our biggest expenses, along with the cost of always improving our products and services. Though we absorb many of these costs, some must still be passed through to customers. As a result, your price may increase starting with your next bill.

We understand that price increases are never welcome. While some fees may be going up, we hope you see your services improving as well.

I know you have choices when it comes to service providers, and I appreciate that you chose us. From our products to our people, we're committed to delivering experiences you'll love.

Thank you for being an Xfinity customer.

Sincerely,

Tracy Pitcher
Regional Senior Vice President

We're committed to improving your experience. Here's some of what we offer:

- The fastest Internet speeds to the most homes in the country
- Increased Internet speeds 17 times in 17 years
- 90% of our customers can now get 1 Gigabit download speeds if they choose—no other major provider can say that
- The Emmy Award-winning X1 platform delivers the most user-friendly experience
- The X1 Voice Remote integrates with some of your favorite apps like Netflix and YouTube
- The new Xfinity xFi platform gives Internet customers unmatched speed, coverage, and control with their home Internet service
- Xfinity WiFi hotspots are available in 19 million locations nationwide
- The Xfinity Stream app provides the most free shows and movies
- Xfinity On Demand offers 163,000+ shows and movies

More details on these price changes are enclosed.

For additional information, go to xfinity.com/pricechanges.

If you are currently receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, or in the guaranteed period of one of our SurePrice plans, the prices for those specific services will not be affected during the applicable period. However, equipment charges, taxes and fees, including Broadcast TV Fee and Regional Sports Network Fee, are subject to change.

Important Information Regarding Your Xfinity Services and Pricing

Medfield, MA

Effective December 20, 2018

TRIPLE PLAY PACKAGES

	Current	New
Standard Triple Play - with Blast! Internet upgrade add	\$18.00	\$20.00

DOUBLE PLAY PACKAGES

	Current	New
Choice TV Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00
Standard Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00
Select Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00
Signature Double Play - with Blast! Internet upgrade add	\$18.00	\$20.00

XFINITY® TV

	Current	New
Limited Basic	\$16.00	\$17.00
Broadcast TV Fee	\$8.00	\$9.75
Franchise Related Cost	\$.99	\$1.04
Expanded Basic	\$51.27	\$50.27
Regional Sports Fee	\$6.75	\$8.25
Service to Additional TV - with CableCARD	\$7.45	\$7.27
Service to Additional TV - with TV Adapter	\$5.99	\$6.99
CableCARD (second card in same device)	\$.80	\$.00

INSTALLATION (Effective 1/1/2019)

	Current	New
Hourly Service Charge - Initial Installation of Service	\$40.00	\$50.00
Hourly Service Charge - After Initial Installation of Service	\$40.00	\$50.00

XFINITY® Internet

	Current	New
Blast! - Xfinity Internet Service Only	\$92.95	\$94.95
Blast! - with Xfinity TV or Voice Service	\$79.95	\$81.95
Modem Rental	\$11.00	\$13.00

Important Information – Price Changes
November 16, 2018
Additional Information

In addition to the price changes listed in the attached general **Important Information Regarding Xfinity Services and Pricing**, customers subscribing to the services below will receive a bill message regarding the pricing change to their service.

Bill Message Text:

“In addition to the price changes listed on the general Important Information Regarding Xfinity Services and Pricing, on December 20, 2018, the price of [package or service name from below] will increase from \$XX.XX to \$XX.XX per month. Prices exclude taxes and fees.”

XFINITY® Internet	Current	New
Blast! Speed Upgrade	\$18.00	\$20.00
Galaxy w/ leased modem	\$59.95	\$61.95
NetOne w/ leased modem	\$59.95	\$61.95

TRIPLE PLAY PACKAGES	Current	New
MDU HD Preferred Plus XF Triple Play	\$142.99	\$149.99
MDU Preferred Plus Triple Play	\$132.99	\$139.99
MDU Preferred Extra Triple Play	\$124.99	\$129.99
MDU HD Preferred XF Triple Play Bundle	\$122.99	\$127.99
MDU Preferred Triple Play	\$112.99	\$117.99

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS	Current	New
Latino Basic TV Package	\$25.27	\$28.27
Brazilian International Selection	\$20.00	\$34.99
Digital Economy	\$37.27	\$39.95
Digital Economy (with Xfinity Internet or Voice)	\$35.27	\$39.95
Basic Latino with Economy Plus Internet Double Play	\$55.22	\$58.22
Performance Extra Double Play	\$73.27	\$77.99
Internet Plus with Showtime Double Play	\$77.27	\$81.99
Basic with Performance Internet Double Play	\$82.94	\$83.94
Internet Plus with HBO Double Play	\$83.27	\$87.99
Internet Plus Latino Double Play	\$83.27	\$87.99
Basic Latino with Performance Internet Double Play	\$87.22	\$90.22
Internet Pro Plus with Showtime Double Play	\$87.27	\$91.99
Blast Extra Double Play	\$88.27	\$92.99
Internet Pro Plus with HBO Double Play	\$90.27	\$94.99
Blast Plus Double Play	\$98.27	\$102.99
Blast Plus with HBO Double Play	\$105.27	\$109.99
HD Broadband Double Play	\$137.31	\$147.99
Starter Double Play	\$147.22	\$149.22
Preferred with Performance Pro Double Play	\$147.17	\$151.99

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS Cont.	Current	New
HD Entertainment Double Play	\$152.31	\$157.99
Preferred Latino Double Play	\$165.12	\$169.99
Preferred Double Play	\$165.17	\$167.17
Premier with Performance Pro Double Play	\$185.31	\$189.99
Nuevo Completo Triple Play	\$72.17	\$80.17
MultiLatino Plus Triple Play	\$80.17	\$83.17
Triple Play Economy Bundle	\$90.17	\$94.85
Basic Latino Triple Play	\$95.17	\$98.17
Basic Pro Triple Play Bundle	\$108.27	\$112.99
Economy Pro Triple Play Bundle	\$116.27	\$120.99
Value Plus Triple Play	\$138.81	\$142.99
Value Plus LD Triple Play Bundle	\$138.81	\$142.99
Economy Plus Latino Triple Play Bundle	\$138.31	\$142.99
Starter Latino Triple Play	\$145.81	\$149.99
Starter XF Triple Play Bundle	\$150.81	\$154.99
Triple Play Economy Video Bundle	\$152.17	\$156.85
HD Starter Triple Play	\$158.81	\$162.99
MultiLatino Ultra Triple Play	\$158.81	\$162.99
Preferred XF Triple Play Bundle	\$163.81	\$167.99
Preferred Latino Triple Play	\$163.81	\$167.99
MultiLatino HD Ultra Triple Play	\$168.81	\$172.99
HD Preferred Triple Play	\$173.71	\$177.99
HD Preferred XF Triple Play Bundle	\$173.81	\$177.99
Preferred Extra Latino Triple Play	\$173.81	\$177.99
HD Preferred Plus Triple Play	\$183.81	\$187.99
MultiLatino HD Ultra Plus Triple Play	\$188.81	\$192.99
HD Preferred Extra XF Triple Play Bundle	\$190.81	\$194.99
HD Preferred Plus XF Triple Play Bundle	\$193.81	\$197.99
MultiLatino HD Total Triple Play	\$213.81	\$217.99
HD Premier Triple Play	\$218.81	\$222.99
HD Premier XF Triple Play Bundle	\$218.81	\$222.99
HD Complete XF Triple Play Bundle	\$251.49	\$255.99



Fios® TV Programming Change

On or after February 1, 2019, the content providers for Z Living, channel 662, will remove their programming from Fios TV and the channel will be removed from the lineup.