

TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

TOWN OF MEDFIELD, MASS

2019 MAR 22 A 10:55

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 March 26, 2019 @ 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

Board of Selectmen reorganize

Citizen Comment

Appointments

7:05 PM Charlie Harris

Discuss 2019 Car Show at State Hospital site

7:10 PM Liz Sandeman

Request permission to hang banner in the Town Hall Reception area for "April is Donate Life Month"

7:20 PM Jay Duncan, Chair pro tem, Townwide Master Planning Committee

Discuss Committee's request to change the timeline as written in the Charter

7:30 PM Sergeant Colby Roy

Discuss bulletproof vest grant and reimbursement

Action Items

Maurice Goulet, DPW Director requests the Selectmen vote to declare a Snow Emergency under Municipal Finance Chapter 44, Section 31D

Board of Selectmen received an invitation from Troop 10 to attend Eagle Scout Court of Honor for Alexander Jason Hissong, Christopher Liam Johnson and Collin Robert Judge on Saturday April 27, 2019 at the United Church of Christ At 1:00 PM

Ron Gustavson, Chair Medfield Cultural Council requests the Selectmen vote to appoint Mary Torpey to the Council

Ongoing FY2020 Budget Review and Discussion

Town Finance Discussion

Discussion of Proposed Budget Cuts

Discussion of COLA

Discussion and possible vote on the Building Capital Stabilization Fund

Vote to approve preliminary Town Budgets

Discussion

Town Meeting Warrant

Structure of Budget Articles

Warrant Articles

Licenses and Permits (consent agenda)

William Pope, Executive Director of Zullo Gallery requests a one-day wine and malt beverage permit for:

Saturday May 11, 7-11:30 PM and all Thursdays--July 11, 18, 25; August 1, 8, 15, 22, 29; September 5, October 3,

November 7 and December 5 from 5-11:30 PM. In addition request is made for the use of the Town Common to host the

Tenth Annual Zullo Gallery Art Festival on Friday June 7, 2019 7-11:30PM; request a one-day wine and

malt beverage permit for the event and permission to setup the tent on Thursday June 6, 2019.

Request from Arturo Rodriguez, Director of Youth Programs at United Church of Christ to hold a fundraising car wash behind Town Hall May 4, 2019 9AM to 3PM

Pending

Town Administrator Goals

Town Administrator Update

Review Board of Selectmen Action List

Selectmen Report

Informational

Arbor Day Foundation announces *Time for Trees* initiative

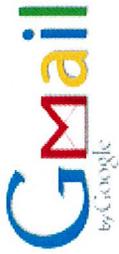
Copy of Town Counsel's letter to residents at 25 Noon Hill Road

E. Clarke
3/22/18

OFFICE OF THE
TOWN CLERK

2019 MAR 22 A 10:55

RECEIVED
TOWN OF MEDFIELD, MASS



Evelyn Clarke <eclarke@medfield.net>

Medfield Car Show contract 2019

1 message

charlie harris <charris655@hotmail.com>
To: Evelyn Clarke <eclarke@medfield.net>

Fri, Feb 8, 2019 at 6:49 PM

Evelyn,
as per our conversation today, I would like to request to be put on the Selectman's next meeting to either discuss or sign a contract for the 2019 Medfield Auto Show to be held Sunday June 23, 2019. Location, hours of event and all relevant information from the 2018 contract will stay the same. A letter from the insurance provider (Corcoran & Havlin) will be submitted once the contract is signed as we have agreed to the past three years. Any additional information will be supplied upon request.

Thank you,
Charlie Harris
CEO, President
Medfield Auto Show
781-400-0744
charris655@hotmail.com

Sent from Outlook

3/15/2019

Town of Medfield Mail - April is Donate Life Month

UK - www.organdonation.nhs.uk
[Quoted text hidden]

Liz S <lizsandeman@gmail.com>
To: Evelyn Clarke <eclarke@medfield.net>

Hi Evelyn,

How quickly a year goes by!

April is National Donate Life month and I was hoping to display the Donate Life flag again in the Town Hall reception.

Please could you put this request on the Selectmen's agenda. I would be happy to come and say a few words as well 🙏

Thanks so much.
Liz

Live Life then Give Life
Sign up on the Organ Donor Register

USA - www.registerme.org (or ask Siri)
UK - www.organdonation.nhs.uk
[Quoted text hidden]

Wed, Mar 13, 2019 at 1:36 PM

Memorandum



To: Michael T. Marcucci, Chair, Board of Selectmen
From: Jay Duncan, Chair pro tem, Townwide Master Planning Committee
Date: March 19, 2019
Re: Timeline

The Townwide Master Planning Committee is in the process of finalizing a request for proposals (RFP) to solicit consultants that would assist the Committee in preparing the Medfield Master Plan Update. As part of this RFP, the Committee will be incorporating the Board's Charter for the Committee adopted January 8, 2019, which includes a proposed schedule.

The Committee requests the Board's permission to exclude from the RFP the schedule aspect of the Charter. While the Committee agrees that the process should be completed in an expeditious manner, we feel that it would be more favorable to receive input from the prospective consultants regarding the schedule as part of their submission.

TO: Medfield Board of Selectmen
FROM: Sergeant Colby Roy
SUBJECT: Bulletproof Vest Reimbursement Signatures

Bulletproof Vest manufacturer's warranty their vests for 5 years. Over time, the Kevlar fibers in the vest begin to break down, diminishing the effectiveness of the vest. Moisture, body heat, flexing of the vest, and daily use all contribute to the decreased lifespan of bulletproof vests. The current vests that were purchased through this grant were 8 years old and were in need of being replaced. Below will be an explanation of how the grant payments will work with estimated costs paid by the Federal and State grants.

Each vest: **\$895**
Federal Reimbursement: 50%
State Reimbursement: Match 50% that federal pays

16 Vests (at \$895/vest): **\$14,272.80**

Federal Reimbursement (already received): **\$7,136.40**

State reimbursement being requested: **\$7,136.40**

As you will see with the attached paperwork, all invoices have currently been paid in full. You will also see confirmation that we have been reimbursed 50% of the costs incurred by the Department of Justice Federal Bulletproof Vest Reimbursement Program. Attached you will find the Contractor Authorized Signatory Listing form that I am requesting signatures for in order to complete the paperwork for the Massachusetts Bulletproof Vest Reimbursement.

Respectfully Submitted,



Sergeant Colby Roy
Medfield Police Department

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date: _____
 Signature

Title: _____ Telephone: _____
 Fax: _____ E-mail: _____

[Listing can not be accepted without all of this information completed.]
 A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): _____

Title: _____

X _____

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on: _____

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority
as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](http://www.mass.gov/osc) or www.mass.gov/osd under [OSD Forms](http://www.mass.gov/osd).

CONTRACTOR LEGAL NAME: <u>Medfield Police Department</u> (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office Of Public Safety & Security MMARS Department Code: EPS
Legal Address: (W-9, W-4, T&C): <u>112 North St Medfield MA 02052</u>	Business Mailing Address: 10 Park Plaza – Suite 3720, Boston, MA 02116
Contract Manager: <u>Chief John Wilhelm</u>	Billing Address (if different):
E-Mail: <u>j.wilhelm@medfield.net</u>	Contract Manager: Corine Pryme
Phone: <u>508-355-2315</u> Fax: <u>508-359-6926</u>	E-Mail: <u>corine.pryme@state.ma.us</u>
Contractor Vendor Code: <u>VC6000191876</u>	Phone: (617)725-3370 Fax: (617)725-0267
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s):
<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ _____	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grant funds from the bulletproof Vest Grant Program- administered by the Office of Grants and Research in the Executive Office of Public Safety and Security	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ul style="list-style-type: none"> <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>. <input checked="" type="checkbox"/> 3. were incurred as of <u>3/1</u>, <u>2017</u>, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. 	
CONTRACT END DATE: Contract performance shall terminate as of <u>2/28</u> , <u>2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Angela F. F. Davis</u> Print Title: <u>Executive Director</u>



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFRR/Procurement or Other ID Number or Name: Enter the Request for Response (RFRR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor

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records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, § 2; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost

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revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

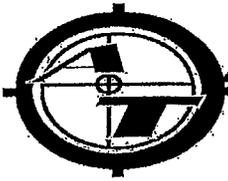
Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the

Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



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772 Corporate Circle, New Cumberland, PA 17070
 Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES INVOICE

SI-80645878

11/7/2018



Customer	Contact	Ship To
Medfield Police Dept Georganne Gerlach 112 North St MEDFIELD MA 02052 Tel: (508)-359-2315, (508)-906-3021 Fax: (508)-359-5505		Medfield Police Dept Colby Roy 112 North St MEDFIELD MA 02052 Tel: (508)-359-2315 Fax: (508)-359-5505

Account	Terms	Due Date	Account Rep	Schedule Date
353441	NET 30	12/7/2018	Lenny Smith	8/31/2018
Sales Order	PO #	Reference	Ship VIA	Page Printed
SO-80483170	WILHELM	ARMOR (12)	FDX G Ground	1 12/4/2018 11:28:27 AM

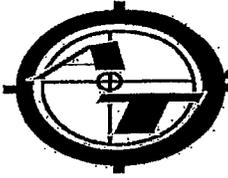
L	Item	Description	Order	Ship	Price	UM	Discount	Amount
1	QUOTE-SAFMASC	MASS STATE ARMOR/EQUIP FIR04 -SAF	1	1	\$0.00	EA		\$0.00
2								
3	SAF-SX02-II-M	Safariland SX02-II Panel Set-Male PAUL TREGGIARI 2214-2216 JOHN GEARY 2214-2216 RYAN MAXFIELD 2014-2016 PATRICK KELLIHER 2214-2216 MICHAEL SAULINIER 2012-2014 CHIEF WILHELM 2814-2816 COLBY ROY 2212-2214 MICHAEL STANLEY 2013-2015 JOE BRIENZE 2215-2217 BOB FLAHERTY 2414-2416	10	10	\$684.00	EA		\$6,840.00
4	SAF-SX02-II-FU	Safariland SX02-II Panel Set-Female Unstructured MICHELLE MANGANELLO 1812-1814 CHRISTINE DINATALE 2211-2213	2	2	\$684.00	EA		\$1,368.00
5	E4U-MA-FR-DN	Safariland U1 Overt Carrier- GENDER:MALE OPENING:FRONT COLOR:Dark Navy	10	10	\$142.50	EA		\$1,425.00
6	E4U-FE-FR-DN	Safariland U1 Overt Carrier- GENDER:FEMALE OPENING:FRONT COLOR:Dark Navy	2	2	\$142.50	EA		\$285.00
7	F1J-MA-NV	Safariland E1 Concealable Carrier- GENDER:Male COLOR:Navy	10	10	\$45.60	EA		\$456.00
8	F1J-FE-NV	Safariland E1 Concealable Carrier- GENDER:Female COLOR:Navy	2	2	\$45.60	EA		\$91.20
9	SAF-SBA-STP-5X7	Safariland Soft Trauma Plate 5x7 SBA-STP-5X7	12	12	\$19.95	EA		\$239.40
10								
11	SH	SHIPPING/HANDLING -NONE	1	1	\$0.00	EA		\$0.00

Thank you for your purchase. Our Federal ID Number is 23-2082171. DUNS# 09-537-1472. Checks are processed electronically. Originals will be secured for 30 days then destroyed.

If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping.

X _____ Date: _____

Page	1
Sub Total	\$10,704.60
Running Sub Total	\$10,704.60



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REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

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L	Item	Description	Order	Ship	Price	UM	Discount	Amount
12		PRICED PER MA STATE CONTRACT FIR04						

<p>Thank you for your purchase. Our Federal ID Number is 23-2082171. DUNS# 09-537-1472. Checks are processed electronically. Originals will be secured for 30 days then destroyed.</p> <p>If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping.</p> <p>X _____ Date: _____</p>	<p>Tax Details EXEMPT \$0.00 EXEMPT-CLOTHING \$0.00</p> <p>Payment Details 12/03/18 CK xxxxxxxxxxxx2238 \$14,272.80</p>	<p>Taxable XXXXXXXXXXXXX</p> <p>Total Tax \$0.00 Exempt \$10,704.60 Total \$10,704.60 Payment Disc \$0.00 Paid \$10,704.60 Balance \$0.00</p>	<p>\$0.00</p>
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772 Corporate Circle, New Cumberland, PA 17070
 Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES INVOICE

SI-80645993

11/8/2018



Customer	Contact	Ship To
Medfield Police Dept Georganne Gerlach 112 North St MEDFIELD MA 02052 Tel: (508)-359-2315, (508)-906-3021 Fax: (508)-359-5505		Medfield Police Dept Colby Roy 112 North St MEDFIELD MA 02052 Tel: (508)-359-2315 Fax: (508)-359-5505

Account	Terms	Due Date	Account Rep	Schedule Date
353441	NET 30	12/8/2018	Lenny Smith	9/5/2018
Sales Order	PO #	Reference	Ship VIA	Page Printed
SO-80483535	WILHELM	Armor (4)	FDX G Ground	1 12/4/2018 11:29:10 AM

I	Item	Description	Order	Ship	Price	UM	Discount	Amount
1	QUOTE-SAFMASC	MASS STATE ARMOR/EQUIP FIR04 -SAF	1	1	\$0.00	EA		\$0.00
2								
3	SAF-SX02-II-M	Safariland SX02-II Panel Set-Male Ray Burton 2215-2217 Dan Burgess 2214/2216 Lars Anderson 2212/2214 Wayne Salally 2414/2416	4	4	\$684.00	EA		\$2,736.00
4	E4U-MA-FR-DN	Safariland U1 Overt Carrier- GENDER:MALE OPENING:FRONT COLOR:Dark Navy	4	4	\$142.50	EA		\$570.00
5	F1J-MA-NV	Safariland E1 Concealable Carrier- GENDER:Male COLOR:Navy	4	4	\$45.60	EA		\$182.40
6	SAF-SBA-STP-5X7	Safariland Soft Trauma Plate 5x7 SBA-STP-5X7	4	4	\$19.95	EA		\$79.80
7								
8	SH	SHIPPING/HANDLING -NONE	1	1	\$0.00	EA		\$0.00
9		PRICED PER MA STATE CONTRACT FIR04						

<p>Thank you for your purchase. Our Federal ID Number is 23-2082171. DUNS# 09-537-1472. Checks are processed electronically. Originals will be secured for 30 days then destroyed.</p> <p>If you are not satisfied with your purchase, simply return it in its original package with your receipt within 30 days. Products must be in new condition. Guns, special orders, engraved, clearance or altered products may not be returned. All shipping discrepancies must be reported within 30 days of shipment. We may assess a 1.5% per month late fee on all past due invoices. No refunds on shipping.</p> <p>X _____ Date: _____</p>	<p>Tax Details EXEMPT \$0.000 EXEMPT-CLOTHING \$0.000</p>	<p>Taxable XXXXXXXXXXXXXXX</p>	\$0.00
	<p>Payment Details 12/03/18 CK XXXXXXXXXXXXXXX2238 \$14,272.80</p>	<p>Total Tax \$0.00 Exempt \$3,568.20 Total \$3,568.20 Payment Disc \$0.00 Paid \$3,568.20 Balance \$0.00</p>	

UniBank
REMITTANCE ADVICE LIMITED DETAIL REPORT
Town of Medfield

RECEIVER INFORMATION		ORIGINATOR INFORMATION	
Receiver Name:	MEDFIELD TOWN	Originator Name:	DOJ TREAS 310
DFI Account Number:	79XXX0908	Company ID:	9101036151
TRANSACTION DETAILS			
SEC Code:	Cash Concentration or Disbursement (CCD)	Settlement Date (Julian Date):	2/26/2019 (057)
Transaction Code:	Savings Credit (32)	Trace Number:	101036153225343
Identification Number:	046001216150400	Company Name/ID#:	MEDFIELD TOWN
Amount:	\$5,352.30		
Addenda Record Count:	1		
SOURCE			
File Name:	edi.ach		
File Created:	02/25/2019 03:23		
ADDENDA			
Seller's Invoice Number:		M40200051	
Amount Paid:		\$5,352.30	

Police Vests Program

UniBank
REMITTANCE ADVICE LIMITED DETAIL REPORT
Town of Medfield

RECEIVER INFORMATION		ORIGINATOR INFORMATION	
Receiver Name:	MEDFIELD TOWN	Originator Name:	DOJ TREAS 310
DFI Account Number:	79XXX0908	Company ID:	9101036151
TRANSACTION DETAILS			
SEC Code:	Cash Concentration or Disbursement (CCD)	Settlement Date (Julian Date):	2/26/2019 (057)
Transaction Code:	Savings Credit (32)	Trace Number:	101036153225344
Identification Number:	046001216150400	Company Name/ID#:	MEDFIELD TOWN
Amount:	\$1,784.10		
Addenda Record Count:	1		
SOURCE			
File Name:	edl.ach		
File Created:	02/25/2019 03:23		
ADDENDA			
Seller's Invoice Number:		M40220051	
Amount Paid:		\$1,784.10	

*Police vests
Program*



TOWN OF MEDFIELD

DEPARTMENT OF PUBLIC WORKS

55 North Meadows Road
Medfield MA 02052

Maurice Goulet
Superintendent Public Works
508-359-8505

TO: Board of Selectmen
Warrant Committee

FROM: Maurice Goulet – Director of Public Works *MG*

DATE: March 18, 2019

SUBJECT: SNOW EMERGENCY

I am requesting that both Warrant Committee & The Board of Selectmen vote on a Snow Emergency under Municipal Finance Chapter 44, Section 31D.

It appears our salary and operating budget will be over spent due to costs incurred during the previous storms.



BOY SCOUTS OF AMERICA

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052
March 6, 2019

Selectman Michael Marcucci
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Dear Selectman Marcucci,

Alexander Jason Hisson has earned the rank of Eagle Scout, the highest honor awarded by the Boy Scouts of America. He will receive this award at an Eagle Court of Honor on Saturday, April 27, 2019. The ceremony will take place at the United Church of Christ in Medfield, 496 Main Street, Medfield, MA at 1:00 PM. Your presence at the ceremony would be a great honor.

For his Eagle project, Alex cleared a trail to a vernal pool at the Red Gate Farm Conservation Land in Medfield. He placed an informational sign about vernal pools on this trail, and also installed a sign marking the entrance of the conservation area. Alex has been involved in Scouting for 12 years, has earned 28 Merit Badges, and has held the positions of Leave No Trace Trainer, Bugler, Den Chief, Jamboree Patrol Leader, and Assistant Senior Patrol Leader.

Troop 10 is extremely proud of its Scouts who attain the rank of Eagle. Since only a small percentage of all Scouts reach this rank, an appropriate commemorative citation from your office to the above named Scout would be especially appreciated. The citation may be sent to:

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052

Sincerely,

Jennifer Weis-Rothstein
Eagle Committee Chair
Troop 10, Medfield
Mayflower Council, BSA
508-321-1304

RSVP requested



BOY SCOUTS OF AMERICA

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052
March 6, 2019

Selectman Michael Marcucci
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Dear Selectman Marcucci,

Christopher Liam Johnson has earned the rank of Eagle Scout, the highest honor awarded by the Boy Scouts of America. He will receive this award at an Eagle Court of Honor on Saturday, April 27, 2019. The ceremony will take place at the United Church of Christ in Medfield, 496 Main Street, Medfield, MA at 1:00 PM. Your presence at the ceremony would be a great honor.

For his Eagle project, Chris designed, built and installed fishing line recycling boxes at three ponds in Medfield. These benefit fish and wildlife that often become tangled in discarded fishing line. Chris has been involved in Scouting for 10 years, has earned 27 Merit Badges, and has held the positions of Outdoor Ethics Guide, Leave No Trace Trainer, and Instructor

Troop 10 is extremely proud of its Scouts who attain the rank of Eagle. Since only a small percentage of all Scouts reach this rank, an appropriate commemorative citation from your office to the above named Scout would be especially appreciated. The citation may be sent to:

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052

Sincerely,

Jennifer Weis-Rothstein
Eagle Committee Chair
Troop 10, Medfield
Mayflower Council, BSA
508-321-1304

RSVP requested



BOY SCOUTS OF AMERICA

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052
March 6, 2019

Selectman Michael Marcucci
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Dear Selectman Marcucci,

Collin Robert Judge has earned the rank of Eagle Scout, the highest honor awarded by the Boy Scouts of America. He will receive this award at an Eagle Court of Honor on Saturday, April 27, 2019. The ceremony will take place at the United Church of Christ in Medfield, 496 Main Street, Medfield, MA at 1:00 PM. Your presence at the ceremony would be a great honor.

For his Eagle project, Collin designed, built and installed two wooden recycling bins at the Kingsbury Pond Grist Mill in Medfield. The 270-year old mill attracts hundreds of visitors annually for picnics, fishing, hiking and photography. Collin has been involved in Scouting for 12 years, has earned 27 Merit Badges, and has held the positions of Quartermaster, Patrol Leader, and Assistant Senior Patrol Leader.

Troop 10 is extremely proud of its Scouts who attain the rank of Eagle. Since only a small percentage of all Scouts reach this rank, an appropriate commemorative citation from your office to the above named Scout would be especially appreciated. The citation may be sent to:

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052

Sincerely,

Jennifer Weis-Rothstein
Eagle Committee Chair
Troop 10, Medfield
Mayflower Council, BSA
508-321-1304

RSVP requested

03/21/19

Board of Selectmen,
Town of Medfield

Please accept my recommendation of Mary Torpey of 34 Vinald Rd as a new member of the Medfield Cultural Council. Mary approached us at last December's Arts and Crafts Stroll and expressed an interest in volunteering for arts and cultural events.

Along with past member Lucinda Davis of 82 Bridge St choosing to become active again, this addition brings our roster up to eight members.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Gustavson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ron Gustavson
chair, Medfield Cultural Council



ZULLO GALLERY CENTER FOR THE ARTS

456A Main Street
Medfield, Massachusetts 02052

William F. Pope
Executive Director

March 19, 2019

To The Medfield Selectmen,

The Zullo Gallery is requesting a one day beer & wine permit, from 5 -11:30 pm, for three Thursdays in July and five in August beginning July 11, 2019. This has worked out very well in the past and gives us an opportunity to share with the town our beautiful rooftop deck during the summer. We will be open for the Thursday evening MEMO music concerts at the gazebo.

In addition we would like to request a beer/wine permit for a live music *Songwriters Showcase* Saturday May 11 from from 7-11:30. And finally for the FIRST THURSDAYS in September, October, November and December as we have had great success with the idea of extending our hours to be open on the "First Thursday" of each month to publicize our programs, celebrate the arts and bring more people to the downtown area.

Thank you for your consideration and for your past support.

Sincerely,

William F. Pope
Executive Director
Zullo Gallery Center For The Arts

DATES REQUESTED 2019

Saturday May 11 live music performances 7-11:30pm

and All Thursdays, 5-11:30pm:

July 11,18,25
August 1,8,15,22,29
September 5
October 3
November 7
December 5



ZULLO GALLERY CENTER FOR THE ARTS

456A Main Street
Medfield, Massachusetts 02052

William F. Pope
Executive Director

March 20, 2019

To The Medfield Selectmen:

The Zullo Gallery Center For The Arts is requesting use of the town common - the park space between the library and the gallery that holds the gazebo - to host our **Tenth Annual Zullo Gallery Art Festival** on Friday June 7, 2019. We will begin setting up Friday morning and afternoon and the event itself will take place from 7-11:30 pm. A tent will be used for the event that will occupy the lawn area of the common and will need to be set up Thursday June 6.

We would also like to request a one day beer and wine license on June 7 from 7-11:30 to coincide with the event.

Last years event was very successful -over 120 guests enjoyed live music by local musicians along with refreshments that were donated by area merchants. In addition the Zullo Gallery had more than 70 small paintings on exhibit -donated by local artists - that were available for purchase as a way to raise funds for future gallery renovations - many people also enjoyed relaxing on the new rooftop deck overlooking Main Street. The plan this year is to present the same type of event with live music, refreshments and an exhibit of small oil paintings by area artists.

Over the past nine years the event has proven to be a wonderful way for the community to celebrate the arts while helping to raise funds for the gallery renovations. We are looking forward to another successful event this year.

Thank you for your support over the years and for your consideration of this request.

Sincerely,

William F. Pope
Executive Director
Zullo Gallery Center For The Arts



Evelyn Clarke <eclarke@medfield.net>

Town Hall Parking Lot Use Request

2 messages

Arturo Rodriguez <arodriguez@uccmedfield.org>

To: eclarke@medfield.net

Cc: Jean Mineo <jmineo@uccmedfield.org>

Wed, Mar 13, 2019 at 9:05 AM

Good morning, Evelyn-

My name is Arturo Rodriguez, Director of Youth Programs at the United Church of Christ in Medfield. I hope this email finds you having a great week!

Last year our high school program hosted a car wash in the parking lot behind the Medfield Town Hall to raise funds for our annual service projects. Each year we take between 35-50 local high schoolers to serve underprivileged communities. The car wash was quite successful and we would like to repeat the event. My coworker, Jean Mineo, advised that I contact you to petition that our request to use the parking lot be included in the agenda for the upcoming (3/19) Selectmen meeting.

Our specific request is to use the parking lot on May 4 from 9am-3pm for a car wash that will include using water hoses along with other supplies (buckets, towels, sponges, etc.) and navigating traffic within the lot. We are very ready to be flexible on the hours and duration if the 6 hours is excessive.

Please let me know if this is the right process to submit my request, or if I should take a different direction. I truly appreciate your help!

Arturo Rodriguez

Director of Youth and Young Adult Ministry

626.806.7125

arodriguez@uccmedfield.org



Evelyn Clarke <eclarke@medfield.net>

To: Arturo Rodriguez <arodriguez@uccmedfield.org>

Fri, Mar 15, 2019 at 10:18 AM

Good morning,

Sorry for the delay in responding to your email. Yes, I am the person to contact about having a car wash behind Town Hall. I want to let you know that the March 19 Selectmen's meeting will mainly focus on the Town's budget season so your request will be placed on the next meeting agenda, March 26. FYI Usually groups conduct a car wash for 3-4 hours; also an adult must be present for the entire time. I will contact you with the Selectmen's decision after March 26.

Thank you

Evelyn Clarke

[Quoted text hidden]

Town Administrator Goals and Objectives

January 1, 2019 to June 30, 2019

Financial

1. Create new Budget Projection Worksheets with Financial Team
 - a. Easier to Follow
 - b. Centralized Information
2. Create Budget Calendar for FY2021 Budget Process
 - a. Seek input from Town Departments, Warrant Committee, School Committee, Board of Selectmen
 - b. Compliance with Town Charter, Financial Policies, etc.
 - c. Submitted no later than first meeting in June, 2019
3. Demonstrate your personal command of the town's budgeting and revenue forecasting process, so we have confidence, going into FY21's budget cycle that the information we are using to develop the budget is reliable and as accurate as possible for the particular point in the process that we are using it.

Communication

1. External: Utilize existing website/twitter to increase online access to information/communication
2. Internal: Monthly Department Head Meetings
 - a. Improve communication
 - b. Facilitate cooperation between departments

Human Resources

1. Fill vacant positions in Accounting/Town Administration
 - a. Update job description for Assistant Town Administrator
 - b. Begin employment no later than July 1, 2019.
2. Work with Personnel Board to start outlining a process for annual evaluations for FY2021
3. I9/Medical Audit of HR files
4. Develop a proposal for reducing/limiting the Town's employee benefit costs beginning in FY2021

Town Government

1. Policies and Procedures for BOS adoption
 - a. Identify 3 - 5 high priority areas for development of improved or new policies and procedures
 - b. Develop plans for implementation of these improvements during FY20, although the improvements, themselves, may take longer than one year to implement.

2. Work on identifying opportunities for Town Hall staff/building efficiencies and or restructuring

Personal Development

1. Join ICMA (International City/County Management Association)
2. Attend at least one Mass Municipal Managers Meeting or Personnel Association per month



Dear Michael,

Thank you for your continued commitment to and involvement in the Arbor Day Foundation's Tree City USA program. Together, we are planting and caring for trees with great purpose, because the beneficiaries of those trees and forests are people. We value our continued relationship and want you to be among the first to hear about a new initiative that will be announced publicly in March — the *Time for Trees* initiative.

This initiative is being launched at a time when life's necessities are at great risk, a time when planting trees is more important than ever. We are losing trees at an alarming rate — in our forests and our cities — putting the very necessities of life at risk. We need trees to provide what we must have in order to live: clean air, clean water, and a tolerable climate.

Through the *Time for Trees* initiative, we have set ambitious goals: **to plant a total of 100 million trees and engage 5 million tree planters by 2022**. The trees will restore our forests and strengthen our communities, and the inspired tree planters will create a larger network of individuals dedicated to greening our planet. These goals are ambitious. We realize we need to plant trees at a scale like never before.

As a valued Tree City USA community, you play an important role in the *Time for Trees* initiative. Each tree you plant, each person you inspire not only contributes to these critical goals; they create the large-scale impact we are seeking.

Over the next year, you will be hearing more from us about this initiative. We invite you to use this campaign to further your own community tree planting goals or increase your capacity to create greater impact, and we will share resources to help support your efforts. We are also working to identify new funding for communities and organizations across the country to help with achieving community or organizational tree planting goals.

If ever there was a time for trees, now is that time. Together, we can plant trees and create great change for generations to come.

Best Regards,

Dan Lambe
President

Law Office of
MARK GORDON CEREL

Medfield Professional Building
5 North Meadows Road (Rte. 27)
Medfield, MA 02052

Mailing Address:
P.O. Box 9
Medfield, MA 02052

Tel. (508) 359-5536
Fax No: (508) 359-5133

March 21, 2019

David and Brenda Goldman
25 Noon Hill Road
Medfield, MA 02052

**BY EMAIL AND
FIRST-CLASS MAIL**

Re: David Goldman and Brenda Goldman v. Leslee A. Willitts, et al.
Norfolk Superior Court; Docket No. 17-1435
Medfield Conservation Commission April 4, 2019
Hearing on Enforcement Order, after Remand

Dear Mr. and Mrs. Goldman,

This letter is in response to both your letter dated March 14, 2019 enumerating issues/concerns relating to the above-noted Medfield Conservation Commission Enforcement Hearing and to your letter dated March 19, 2019 seeking to review Town records relating to your property at 25 Noon Hill Road and three other listed properties.

Town's Response to March 14, 2019 Letter

The subject of the Conservation Commission's April 4 hearing is the September 21, 2017 Enforcement Order issued to you, which enumerates twelve (12) alleged violations of the Wetlands Protection Act and local Medfield Wetlands Bylaw at your 25 Noon Hill Road property. This will be a public hearing addressed to the violations noted in the Enforcement Order and the required remediation. The hearing will be informal and not restricted to rules of evidence; the Chairman of the Conservation Commission will be responsible for its conduct. As required by the Open Meeting Law, minutes of the meeting including the hearing will be prepared; the Commission does not employ a stenographer or otherwise record its proceedings, but you are free to do so at your expense, as provided in the Open Meeting Law, G.L. Chapter 30A, Sections 18 through 25. The subject hearing will commence at 7:30 p.m. and proceed until completed, as determined by the Conservation Commission; if additional session(s) are required, the hearing will be continued to a date and time certain. Individual Conservation Commission members will be present for the entire hearing. The Conservation Commission's Agent Leslie Willitts will also be present. It is not the responsibility of the Commission to ensure the presence of any other parties; you may introduce witnesses, documents or other

David and Brenda Goldman
March 21, 2019
Page 2

evidence, subject to the Commission's determination of relevancy. You are again encouraged to engage the services of an attorney and/or a qualified wetlands professional to represent or assist you.

Town's Response to March 19, 2019 Letter

The requested documents, to the extent they exist and are public records, will be made available to you for inspection and copying at a mutually-agreeable time. To the extent this is deemed a Request for Production under Mass R.Civ.P. 34, it is duplicative of your prior requests which Town has responded-to. Of the four enumerated properties, 27 Noon Hill Road does not exist, and documents relating to 29 and 33 Noon Hill Road have no relevance to the Enforcement Order issued to you for your property at 25 Noon Hill Road. As for that property and Town records relating thereto, the documents were previously made available to and inspected by Mrs. Goldman. Notwithstanding, the Town will make the document available again; however, your failure or inability to inspect will not be deemed a valid reason for postponing the scheduled April 4 hearing.

In conclusion, the Medfield Conservation Commission's hearing on the September 21, 2017 Enforcement Order for wetland violations at 25 Noon Hill Road will take place, pursuant to Court Order, on April 4, 2019 at 7:30 p.m., unless continued by mutual agreement for good cause.

Very truly yours,
Law Office of Mark Gordon Cerel



Mark G. Cerel
Medfield Town Counsel

MGC:ce
cc: Medfield Conservation Commission
Medfield Board of Selectmen