

SEB Housing LLC
257 Hillside Ave
Needham, MA 02494

August 25, 2020

Dear Medfield Board of Selectmen:

I appeared before you approximately a month ago in support of a request to increase the maximum sales prices for the affordable homeownership units within Medfield Meadows to reflect the 2020 Area Median Incomes. As you may recall, the sales prices were originally set using the 2019 Area Median Incomes. After a hearing, the Board rejected that request. I am not writing to revisit that request or the Board's decision, but instead, because of something that came to my attention after the Board's decision.

Specifically, it recently came to my attention that the maximum sales prices listed in Exhibit B of the executed and recorded Regulatory Agreement were inaccurate. Exhibit B listed the maximum affordable sales prices as **\$273,800** when in fact, they should have been listed as **\$278,400**. It appears that the incorrect sales price was nothing more than an oversight.

As evidence that the sales prices should have been listed as **\$278,400**, please find attached here as Exhibit 1 the DHCD sales price calculator. This calculation was done on November 26, 2019, many months prior to the Regulatory Agreement being executed.

Please also find attached as Exhibit 2 the Freddie Mac Primary Mortgage Market Survey for the relevant time period. You will see that for the week of 11/27/2019, the 30 year fixed interest rate was 3.68. At the time of this sales price calculation, The DHCD calculator in Exhibit 1, line 8, required the interest rate to equal the greater of 4.00% or the Freddie Mac 30 year rate + .25% points. So, in this case, 4.00% was used.

In light of this, the Development Team is requesting to be able to sell the three (3) affordable units for the maximum sales price of **\$278,400**, which is what they should have been entitled to but for this error. You may also be interested to know that today's 30 year fixed interest rate per Freddie Mac is 2.99%, so affordable buyers should be able to get loans that beat the rates assumed in the sales price calculator (which again, assumes a rate of 4.00%). Coupled with the fact that the sales prices are and will be based on the 2019 Area Median Incomes, yet households can make income up to the higher 2020 income limits, this means that there is still a great window of affordability for these three units.

In light of the above, the Developer requests the Board take the following action:

- 1. Please sign the Amendment to the Regulatory Agreement attached as Exhibit 3 and entitled "AMENDMENT TO LIP OWNERSHIP REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS."** If/when the Board does so, the signed Amendment can be sent to:

David Lebwith
140 Wood Road, Suite 400
Braintree, MA 02184

Alternatively, it can be arranged to have the signed document picked up from the Town. Please note that this Amendment to the Regulatory Agreement will not be recorded until signed by both the Developer and DHCD (which has already indicated it will sign).

I am also enclosing herewith the Executed Regulatory Agreement in case you would like to reference it. Further, Exhibits 1, 2, and 3 will be sent separately in the same email as this letter in case the Board would like to have these documents separate from this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'DCashman', with a stylized flourish at the end.

David Cashman
SEB Housing LLC
257 Hillside Ave.
Needham, MA 02494
617.782.2300 x210

EXHIBIT 1

3 Bedroom Affordable Unit 80% AMI**Purchase Price Limits****Housing Cost:**

Sales Price	\$278,400
5% Down payment	\$13,920
Mortgage	\$264,480
Interest rate	4.00%
Amortization	30
Monthly P&I Payments	\$1,262.67
Tax Rate	\$17.87
monthly property tax	\$415
Hazard insurance	\$0
PMI	\$172
Condo/HOA fees (if applicable)	\$102
Monthly Housing Cost	\$1,951
Necessary Income:	\$78,047

FY 2019 Rate
11/26/2019**Household Income:**

# of Bedrooms	3
Sample Household size	4
80% AMI/"Low-Income" Limit	\$89,200
Target Housing Cost (80%AMI)	\$2,230
10% Window	\$78,050
Target Housing Cost (70%AMI)	\$1,951

EXHIBIT 2

2019
PRIMARY MORTGAGE MARKET SURVEY®
Summary page with all rate types - U.S. averages

Week	U.S. 30 yr FRM	30 yr fees & points	U.S. 15 yr FRM	15 yr fees & points	U.S. 5/1 ARM	5/1 ARM fees & points	U.S. 5/1 ARM margin	30 yr FRM/ 5/1 ARM spread
5/2/2019	4.14	0.5	3.60	0.4	3.68	0.4	2.77	0.46
5/9/2019	4.10	0.5	3.57	0.4	3.63	0.4	2.75	0.47
5/16/2019	4.07	0.5	3.53	0.4	3.66	0.4	2.75	0.41
5/23/2019	4.06	0.5	3.51	0.4	3.68	0.4	2.75	0.38
5/30/2019	3.99	0.5	3.46	0.5	3.60	0.4	2.75	0.39
6/6/2019	3.82	0.5	3.28	0.5	3.52	0.4	2.75	0.30
6/13/2019	3.82	0.6	3.26	0.5	3.51	0.4	2.76	0.31
6/20/2019	3.84	0.5	3.25	0.4	3.48	0.4	2.76	0.36
6/27/2019	3.73	0.5	3.16	0.5	3.39	0.4	2.75	0.34
7/3/2019	3.75	0.6	3.18	0.5	3.45	0.4	2.75	0.30
7/11/2019	3.75	0.5	3.22	0.5	3.46	0.4	2.76	0.29
7/18/2019	3.81	0.6	3.23	0.5	3.48	0.4	2.74	0.33
7/25/2019	3.75	0.5	3.18	0.5	3.47	0.4	2.75	0.28
8/1/2019	3.75	0.6	3.20	0.5	3.46	0.4	2.74	0.29
8/8/2019	3.60	0.6	3.05	0.5	3.36	0.3	2.75	0.24
8/15/2019	3.60	0.5	3.07	0.5	3.35	0.3	2.75	0.25
8/22/2019	3.55	0.5	3.03	0.5	3.32	0.3	2.74	0.23
8/29/2019	3.58	0.5	3.06	0.5	3.31	0.4	2.74	0.27
9/5/2019	3.49	0.5	3.00	0.6	3.30	0.4	2.74	0.19
9/12/2019	3.56	0.5	3.09	0.5	3.36	0.3	2.74	0.20
9/19/2019	3.73	0.5	3.21	0.5	3.49	0.4	2.74	0.24
9/26/2019	3.64	0.6	3.16	0.5	3.38	0.4	2.74	0.26
10/3/2019	3.65	0.6	3.14	0.5	3.38	0.4	2.75	0.27
10/10/2019	3.57	0.6	3.05	0.5	3.35	0.3	2.75	0.22
10/17/2019	3.69	0.6	3.15	0.5	3.35	0.4	2.74	0.34
10/24/2019	3.75	0.5	3.18	0.5	3.40	0.3	2.75	0.35
10/31/2019	3.78	0.5	3.19	0.6	3.43	0.4	2.75	0.35
11/7/2019	3.69	0.5	3.13	0.4	3.39	0.3	2.76	0.30
11/14/2019	3.75	0.6	3.20	0.5	3.44	0.4	2.75	0.31
11/21/2019	3.66	0.6	3.15	0.5	3.39	0.4	2.75	0.27
11/27/2019	3.68	0.5	3.15	0.5	3.43	0.3	2.75	0.25
12/5/2019	3.68	0.5	3.14	0.4	3.39	0.4	2.75	0.29
12/12/2019	3.73	0.7	3.19	0.7	3.36	0.4	2.75	0.37
12/19/2019	3.73	0.7	3.19	0.7	3.37	0.4	2.75	0.36
12/26/2019	3.74	0.7	3.19	0.7	3.45	0.3	2.75	0.29

EXHIBIT 3

**AMENDMENT TO LIP OWNERSHIP REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

That certain Regulatory Agreement and Declaration of Restrictive Covenants (the “Agreement”) executed on the 30th day of June, 2020, by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development (“DHCD”), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Medfield (“the Municipality”), and Medfield Meadows, LLC, (“Sponsor”) as recorded with the Norfolk Land Court Registry as Document # 1450171, is hereby amended as follows:

Exhibit B of the Agreement is hereby stricken and deleted in its entirety and replaced with the attached **Exhibit B**. As reasons therefore, the maximum sales prices for the three (3) affordable units contained in the Exhibit B to the Agreement were subject to a clerical error, and did not reflect the maximum sales prices calculated by the Sponsor and which should have been in Exhibit B, and which prices were accurate according to the program formula for determining maximum sales prices at the time of recording. The error was noticed after the Agreement had been executed, and this Amendment seeks to correct that error.

In all other respects the Agreement is hereby ratified and confirmed.

Executed this ____ day of _____, 2020.

PROJECT SPONSOR
Medfield Meadows, LLC

By: _____
Its _____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its Associate Director

MUNICIPALITY

By: _____
Its _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, as _____, for THE MUNICIPALITY and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, as _____, for THE COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, as _____, for THE PROJECT SPONSOR and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

EXHIBIT B

Re: Medfield Meadows
(Project name)

Medfield
(Town)

Medfield Meadows, LLC
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
Three bedroom units	\$278,400	\$102	2.7%

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as unit numbers 4, 7 and 10, all on Hennery Way, as shown on:

- ☐ Lot 18 on a plan of land entitled "Subdivision Plan of Land in Medfield, Boston Survey, Inc. Surveyors, January 12, 2004", filed with the Norfolk County Land Registration Office as Plan No. 185M, a copy of a portion of which is filed with Certificate No. 167816. _____
- ☐ floor plans recorded with the Master Deed of the _____ recorded with the _____ Registry of Deeds in Book ____, Page ____.

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the “Agreement”) is made this 30th day of June 2020 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development (“DHCD”) pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Medfield (the “Municipality”), and Medfield Meadows, LLC, a Massachusetts limited liability company, having a mailing address at 25 Haven Street, Dover, MA 02030, and its successors and assigns (“Sponsor”).

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the “Act”) and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the “Regulations”) which establish the Local Initiative Program (LIP”);

WHEREAS, the Project Sponsor intends to construct a housing development known as Medfield Meadows at a 2.93-acre site on 41 Dale Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the “Project”);

WHEREAS, such Project is to consist of a total number of twelve (12) condominium units/detached dwellings (the “Units”) and three (3) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the “Low and Moderate Income Units”);

WHEREAS, upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is filed with Norfolk County Registry District of the Land Court (the “Registry”) as Document No. 1422658 on Certificate of Title No. 200384 (the “Comprehensive Permit”); and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD is issuing its final approval of the Project within the LIP Program pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project;

NOW< THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all terms and conditions of the Comprehensive Permit]. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

0	of the Low and Moderate Income Units shall be one bedroom units;
0	of the Low and Moderate Income Units shall be two bedroom units;
3	of the Low and Moderate Income Units shall be three bedroom units; and,
0	of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit,] the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions")). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall

cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. [For comprehensive permit projects where the Project Sponsor is a for-profit entity add:

(a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.

(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project , which development costs have been approved by DHCD (the "Allowable Profit").]

(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost

and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.

(d) All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such

recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a Massachusetts Limited Liability Company, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. (a) Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or

with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality:

Sarah Raposa, AICP
Town Planner
459 Main Street
Medfield, MA 02052
(508) 906-3027
sraposa@medfield.net

Project Sponsor:
Medfield Meadows, LLC
c/o David L. Lebwith, Esq.
140 Wood Road – Suite 400
Braintree, MA 02184
dlebwith@lebwithlaw.com
617-745-6512 (phone)
617-479-2348 (fax)

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, **or (b)** if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired]. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing

restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. Municipality, with written permission of DHCD, shall have the right to initiate and prosecute legal proceedings to enforce the terms of this agreement (and Deed Rider) against Developer and any (Homebuyer).

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[For comprehensive permit projects add:

19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated October 19th 2019. [The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).]

[If the Project Sponsor is a for-profit entity add:

(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(c). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

Medfield Meadows, LLC

By: 

David Grossman, as Executive
President of The Grossman
Companies, Inc., its Manager

By: _____

Its: _____

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: 

Its: Associate Director

MUNICIPALITY

By: 

Its: Chair, Medfield Board of Selectmen

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Norfolk, ss.

On this 12th day of March, 20 , before me, the undersigned notary public, personally appeared David Grossman, proved to me through satisfactory evidence of identification, which was a MA Driver's License, to be the person whose name is signed on the preceding document, as Executive President of The Grossman Companies, Inc, Manager of Medfield Meadows, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said entity.



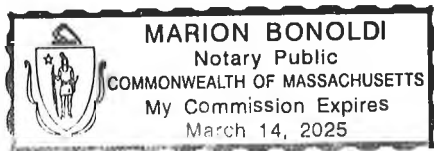
Patricia A. Scanlan
Notary Public
Commonwealth of Massachusetts
My Commission Expires On September 4, 2026

Patricia A. Scanlan
Notary Public
My Commission Expires: 9-4-26

COMMONWEALTH OF MASSACHUSETTS

Norfolk
COUNTY OF ~~SUFFOLK~~, ss.

On this 24 day of April, 2020, before me, the undersigned notary public, personally appeared Gustave Murby, proved to me through satisfactory evidence of identification, which were MT license, to be the person whose name is signed on the preceding document, as Chair Board of Selectmen for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



MARION BONOLDI
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 14, 2025

Marion Bonoldi
Notary Public MARION BONOLDI
My Commission Expires: 3/14/2025

COMMONWEALTH OF MASSACHUSETTS

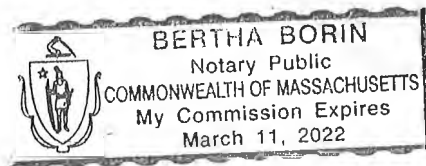
COUNTY OF SUFFOLK, ss.

On this 30th day of June, 2020, before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Associate Director for the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development, and acknowledged to me that she signed it voluntarily for its stated purpose.

Bertha Borin

Notary Public

My commission expires:



**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage and Security Agreement (With Collateral Assignment of Leases and Rents) dated December 12, 2019 given by Medfield Meadows, LLC to Webster Five Cents Savings Bank, filed with the Norfolk County Registry District of the Land Court as Document No. 1436269 on Certificate of Title No. 200384 ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

WEBSTER FIVE CENTS SAVINGS BANK

By: Ann M. Kane VP
Its: Vice President

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Worcester, ss. July 8, 2020

On this 8th day of July, 2020, before me, the undersigned notary public, personally appeared Ann M. Kane, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Vice President of Webster Five Cents Savings Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Kim Keating
Notary Public
Print Name: Kim Keating
My Commission Expires:

EXHIBIT A

Re: Medfield Meadows
(Project name)

Medfield
(Town)

Medfield Meadows, LLC
(Developer)

Property Description

The land, together with the buildings thereon, situated in Medfield, Norfolk County, Massachusetts situated on Dale Street and being shown as Lot 18 on a plan entitled "Subdivision Plan of Land in Medfield, Boston Survey, Inc. Surveyors, January 12, 2004", filed with the Norfolk County Land Registration Office as Plan No. 185M, a copy of a portion of which is filed with Certificate No. 167816.

Said premises are subject to a utility easement conveyed by John Solari and Mary Solari to Clifford Monac et ux, dated August 9, 2004, filed with said Registry as Document No. 1035768.

Meaning and intending to be the same premises described in a Deed from John Solari, Trustee of the Solari Real Estate Trust to Medfield Meadows, LLC, filed with said Registry as Document No. 1422657 on Certificate of Title No. 200384.

EXHIBIT B

Re: Medfield Meadows
(Project name)

Medfield
(Town)

Medfield Meadows, LLC
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
Three bedroom units	\$273,800	\$102	2.7%

Location of Low and Moderate Income Units

The housing units which are Low and Moderate Income Units are those designated as unit numbers 4, 7 and 10, all on Hennerly Way, as shown on:

- ☐ Lot 18 on a plan of land entitled "Subdivision Plan of Land in Medfield, Boston Survey, Inc. Surveyors, January 12, 2004", filed with the Norfolk County Land Registration Office as Plan No. 185M, a copy of a portion of which is filed with Certificate No. 167816. _____
- ☐ floor plans recorded with the Master Deed of the _____
recorded with the _____ Registry of Deeds in Book _____,
Page _____.



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

August 25, 2020

William Carrico, Chief
Medfield Fire Department
112 North Street
Medfield, MA 02052

Dear Chief Carrico:

We are pleased to inform you that the **Executive Office of Public Safety and Security's Office of Grants and Research (OGR)** has awarded the **Medfield Fire Department \$43,852.00** from the **FFY2020 Coronavirus Emergency Supplemental Funding Program (CESFP)**. The CESFP is intended to address a municipality's greatest needs with respect to preventing, preparing for, and responding to the Coronavirus.

All documents necessary to make this award official will be forthcoming from the OGR. Throughout the project period, the OGR will be your point of contact and provide all administrative oversight and technical assistance as needed.

In the meantime, if any questions should arise, please contact Elizabeth Flynn, OGR Project Coordinator at: Elizabeth.m.flynn@mass.gov or via email at: 617-933-3547.

Congratulations on your award!

Sincerely,

Handwritten signature of Charles D. Baker in blue ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in blue ink.

Lt. Governor Karyn E. Polito

2020 MassTrails Grant Awards (55 Projects)

Community	Organization	Project Title	Brief Project Description	Project Type	Trail Use	Award	Match
Arlington	Town of Arlington	Reservoir-Bikeway Connection Trail	The Town of Arlington's 2018 Reservoir Master Plan identified the need for a one mile trail around the reservoir. To increase connectivity to this recreation area, a connector trail that extends to the adjacent Minuteman Bikeway was also identified as an advantageous trail project that could unite these two extremely popular recreational resources. This grant will fund the design and engineering of the connection between the two - reservoir and bikeway - through Hurd Field, creating an ADA-compliant pathway.	Design / Engineering / Permitting	Non-Motorized/Diverse	\$16,000.00	\$4,000.00
Ashburnham	Appalachian Mountain Club	Mid-State Trail Rehabilitation	This grant will support rehabilitation efforts to correct poor trail conditions along the long-distance Mid-State Trail as it traverses Mt. Watatic Sanctuary, a Mass Division of Fisheries and Wildlife property. The trail's current condition finds extensive erosion along the fall line of the mountain. The rehabbed trail will be located within the defined area using rock steps. Additionally, drainage needs will be addressed and the area outside of the trail corridor will be naturalized.	Other: Reconstruction and rehabilitation of an existing and damaged trail	Non-Motorized/Diverse	\$38,560.00	\$10,296.00
Ashland	Town of Ashland and Ashland Upper Charles Trail Committee	The Trolley Brook Trail - Phase 1 of the Ashland Upper Charles Trail	The half mile Trolley Brook Trail section of the Ashland Upper Charles Trail is Phase 1 of a projected 7-mile multi-use trail in Ashland which will help complete the regional Upper Charles Trail, a 30-mile, multi-use, regional recreation path linking the communities of Ashland, Hopkinton, Milford, Holliston and Sherborn. The sections in Milford and Holliston are well-used and popular recreation destinations while Ashland, Holliston and Sherborn are in the planning and implementation stages for their portions of the trail. Once completed, future linkages are envisioned between the Upper Charles Trail and the wider Massachusetts trail network, including other regional trail systems, such as the Bruce Freeman Trail and the Boston-Worcester Airline Trail.	Design / Engineering / Permitting	Shared-Use Path	\$50,000	\$15,000
Athol	Town of Athol	South Athol Conservation Area (SACA) Trails Improvements Projects	This project adds two trail segments to the 200-acre South Athol Conservation Area (SACA) creating a 1.5-mile connector between trailheads at White Pond and South Athol Roads essentially unifying the SACA trail system. Additionally, construction of a new parking area and trailhead will provide access to over 5 miles of trails. Other work will repair ATV overuse and remove hazardous trees. New signage will help communicate ATV restrictions to aid in enforcement. SACA rules will be well-communicated through new informational kiosks at trail heads. Boundary markings, adjacent trail systems signage, and locus maps within the SACA property will be posted to inform users of the overall trail system and increase safety. Last, the purchase of an UTV and trailer will be used to monitor and maintain this network of trails.	Construction	Non-Motorized/Diverse	\$50,000.00	\$12,500.00
Barnstable and Yarmouth	Town of Barnstable	Cape Cod Rail Trail Phase 3	The proposed project will extend the Cape Cod Rail Trail (CCRT) from its current terminus at Peter Homer Park in Yarmouth westerly to Mary Dunn Road in Barnstable. The existing shared use path east of the project extends on a former railroad right-of-way for 22 miles through the towns of Yarmouth, Dennis, Harwich, Brewster, Orleans, Eastham, and Wellfleet. The trail cross section includes a 10- to 12-foot paved surface and 0- to 3-foot shoulders for a total width of up to 18 feet. At all intersecting roadways, the existing trail has crossing signage and pavement markings that meets federal standards, and at roadways with higher vehicular use, the crossings include the use of use of Rectangular Rapid Flashing Beacons. An Environmental Notification Form was previously filed for Phases I and II of the CCRT extension project (EEA #15215). This section is just east of the project, and construction was completed in 2018.	Design / Engineering / Permitting	Shared-Use Path	\$180,950.00	\$254,700.00
Belchertown	Town of Belchertown	The Belchertown Greenway - MCRT Connection Planning, Feasibility and Permitting Project	This project will utilize existing railroad bed trail systems and recent state-level rail trail planning to plan, design, and permit a greenway within the New England Central Railroad corridor in Belchertown. Once built, the trail will connect at each end to the larger regional network of rail trails including the Mass Central Rail Trail network while passing through many of the area's popular conservation properties.	Design / Engineering / Permitting	Shared-Use Path	\$102,000	\$25,500

Belchertown	Mill Valley Snowmobile Club of Belchertown	Multi Use Trail Maintenance Improvement Project	This grant will aid in the continued maintenance and improvement of the abandoned railroad bed and adjoining trails in the Town of Belchertown. Additionally, it will fund the purchase of a mid-size Kubota (or similar piece of equipment) to allow for a larger drag to be used when grooming wide trails for winter recreational purposes.	Maintenance Equipment Purchase	Motorized	\$29,188.00	\$7,297.00
Bourne	Town of Bourne and The Friends of the Bourne Rail Trail	Bourne Rail Trail Phase 1, Phase 2, and Phase 4B	Grant funds will be used to complete a land survey and design plans for Phases 1, 2, and 4b of the proposed four-phase Bourne Rail Trail project. Phases 1 and 2 include the development of 2.5 miles of a rail-with-trail (RWT) shared use path beginning at the Cape Cod Canal Recreation Path in Bourne and ending at Monks Cove recreation area near the village of Monument Beach. Phase 4b is an important stretch of the rail trail project as it addresses the work from the Bourne/Falmouth town line terminus that Falmouth is currently trying to complete. Completing Phases 1 and 2 will create a 9-mile trail on the Upper Cape from the start of the Cape Cod Canal Recreation Path in the Town of Sandwich to Monks Cove in the Town of Bourne, and a 1-mile segment that includes the anticipated extension of the Shining Sea Bikeway from Route 151 north to the Village of Cataumet. In total, the Bourne Rail Trail is a 6.5-mile RWT shared use path that will directly connect the Shining Sea Bikeway in Falmouth with the Cape Cod Canal Recreation Path in Bourne and Sandwich. The project is the missing link in creating a 24-mile off-road, shared use path network in the Upper Cape Cod towns of Bourne, Falmouth, and Sandwich.	Design / Engineering / Permitting	Shared-Use Path	\$100,000	\$25,000
Braintree	Town of Braintree	Middle St. Monaquot River Trail	This project will help the Town of Braintree to construct an approximately one-third of a mile looped walking trail along the Monaquot River in Braintree. Currently, there is very limited access to the river for residents. The trail will provide a unique opportunity to walk along the river as well as to view the annual herring migration in this area.	Construction	Non-Motorized/Diverse	\$43,088.00	\$10,772.00
Brookline	Town of Brookline	Beacon Street Bridle Path Feasibility and Concept Design	Grant funds will be used to conduct a feasibility study and create a conceptual design for the re-opening and restoration of the Bridle Path along the median of Beacon Street in Brookline. This project is inspired by Frederick Law Olmsted's original Bridle Path design that provided for a separated multi-use path for pedestrians, bicycles, and micro-mobility devices along the entire 2.2 miles.	Project Development	Shared-Use Path	\$32,000	\$167,880.00
Chelmsford	Town of Chelmsford	Chelmsford Rail Trail Maintenance and Repair Project	The Chelmsford Rail Trail Maintenance and Repair Project will use grant funds to make repairs to over 2000 linear feet of the Bruce Freeman Rail Trail that has suffered significant root incursion since the opening of the trail in 2009. This naturally occurring phenomenon degrades the quality and safety of the trail, creating a liability for the Town and those who walk, run and cycle on the trail.	Maintenance	Shared-Use Path	\$90,000	\$22,810
Clarksburg, North Adams, Williamstown, Adams, Cheshire, New Ashford, Dalton, Hinsdale, Washington, Becket, Lee, Tyringham, Monterey, Gt, Barrington, Egremont, Sheffield, and Mt. Washington	Department of Conservation and Recreation	Massachusetts' Appalachian Trail Ridge Runner Program	This project will fund a seasonal Appalachian Trail Ridge Runner position who will work exclusively on the National Scenic Appalachian Trail (AT) in Massachusetts. The AT Ridge Runner provides education and information to trail visitors, as well as works closely with volunteers to help maintain the trail and its overnight facilities. The AT Ridge Runner also monitors trail conditions, records trail use, and responds to emergencies as needed.	Other: Maintenance, stewardship and education	Non-Motorized/Diverse	\$13,005.00	\$9,324.80

Clinton	Clinton Greenway Conservation Trust, Inc.	Mass Central Rail Trail Acquisition - Clinton	The Clinton Greenway Conservation Trust (CGCT) in partnership with the Town of Clinton is working to complete the Mass Central Rail Trail sections in Clinton, MA. This MassTrails grant will provide funding to complete Phase 1 of the overall trail development project. These funds will allow the CGCT and the Town of Clinton to complete the acquisition of the abandoned rail bed that runs from Route 70 in Clinton to the Berlin town line (including the railroad tunnel) from Boston & Maine Railroad (doing business as Pan Am Systems). This will allow a portion of this trail to be opened immediately and position this section for integration with the full Mass Central Rail Trail.	Other: Acquisition of the rail bed, securing the tunnel, initial trail opening	Shared-Use Path	\$111,920	\$67,316
Concord	Town of Concord	Assabet River Pedestrian Trail and Bridge	This grant will fund a multi-model bridge over the Assabet River connecting the West Concord Village business district and the West Concord Commuter Rail Station to the largest employment center in town. The project closes a major first/last mile gap and expands potential trail connections in the community.	Design / Engineering / Permitting	Shared-Use Path	\$135,000	\$250,000
Dalton and Hinsdale	Berkshire Natural Resources Council	Old Mill Trail Rehabilitation	Berkshire Natural Resources Council (BNRC) will use this grant to conduct a series of improvements to the Old Mill Trail in Dalton and Hinsdale to ensure it remains an accessible outdoor recreational facility. The approximately 127-acre reserve is owned and managed by BNRC and contains a woodland trail flanking 1.5 miles of the East Branch of the Housatonic River. The rehabilitation project includes regrading significant sections of the .7-mile accessible trail, expanding and redefining the terminus of the accessible portion, updating the parking area, and connecting the parking to the trailhead.	Construction	Non-Motorized/Diverse	\$36,911.00	\$14,890.00
Dartmouth, New Bedford	Southeastern Regional Planning and Economic Development District (SRPEDD) and South Coast Bikeway Alliance (SCBA)	Closing the South Coast Gap Phase II: Feasibility Study for the South Coast Bikeway between Fall River and New Bedford, through Westport and Dartmouth	The project is Phase II of a Feasibility Study for the South Coast Bikeway to determine the best route for a proposed multi-use trail connecting Fall River to New Bedford (two Gateway Cities) and beyond. This section, when completed, will close a gap that has long existed in the East Coast and MA trail networks, it will also link with the anticipated South Coast Rail Commuter Rail Project. This project will continue to build on the work being completed by SRPEDD under Phase I (funded by SCBA and individual municipalities) which will establish alternatives, provide initial civic engagement, and examine existing conditions. Phase II involves analysis of proposed routes, assessment of the costs and benefits of each, civic engagement and development of recommendations in order to move the project to the design/build phase. Phase I will be completed in the summer of 2020 and will serve as the match for the project.	Project Development	Shared-Use Path	\$40,000	\$35,000
DCR West Region	Department of Conservation and Recreation	20 Ton Heavy Equipment Trailer	The Department of Conservation and Recreation (DCR) has an extensive trail system that is in constant need of repair and maintenance. Our trail systems are multi-use recreational facilities that see a range of users who enjoy hiking, snowmobiling, cross country skiing, OHV use, mountain biking, snow shoeing, and horseback riding. The DCR West crews work closely with OHV programming on maintaining the trail systems and bridges in the West Region. This grant will allow for the purchase of a heavy duty trailer that is needed to haul snow groomers, a back hoe, excavators, and/or a bobcat to trails and trail parking lots as part of that maintenance process.	Maintenance Equipment Purchase	Motorized	\$16,400.00	\$4,100.00
DCR West Region	Department of Conservation and Recreation	New Equipment Procurement	This grant will fund the purchase and use of a new modern UTV that both accepts tracks for winter use and wheels for summer operation. This vehicle will be an essential asset to access our 105 miles of winter trails at October Mountain while still allowing us the flexibility to run on all terrain tires for summer operation. We manage the largest state forest in Massachusetts. Accessing remote locations within the forest is one of our greatest challenges. The use of this vehicle will increase our maintenance and emergency rescue possibilities exponentially.	Maintenance Equipment Purchase	Motorized	\$34,350.00	\$8,587.50

Fitchburg	City of Fitchburg	Fitchburg Trails Wayfinding Signage Project	This project will build upon the recently completed Fitchburg Trails Vision Master Plan, which inventoried Fitchburg's non-motorized recreational trails, created and publicized detailed trail maps and descriptions, and identified the need to post wayfinding signage to help the public better access our extensive but mostly unmarked trail networks. We propose to install a wayfinding signage system that is clear, complete, consistent and coordinated. Additionally, we will install 4'x 6' map and informational panels on seven new trailhead kiosks at our major trailhead parking areas. The signage system will incorporate a QR code link to the city's web-based trail maps that contain interpretive information not available in the field in both English and Spanish languages.	Other: Signage on existing trails	Non-Motorized/Diverse	\$39,687.00	\$22,290.00
Florida	Florida Mountaineers Snowmobile Club	Equipment Purchase/Trail Maintenance	This project will help the Florida Mountaineers Snowmobile Club (FMSC) to cover the expenses of much-needed repairs to existing maintenance equipment, and to purchase a used snow groomer to increase the club's maintenance capacity. FMSC maintains a 50-mile trail system that extends through private properties and the Florida, Savoy, and Monroe State Forests. The trails system consists of direct trail linkage to the surrounding towns through multiple easy access points, and connects to the State of Vermont's V.A.S.T. trail system.	Maintenance Equipment Purchase	Motorized	\$67,036.80	\$16,759.20
Franklin	Franklin & Bellingham Rail Trail Committee	SNETT Drainage and Grading - Spring Street Area	The Franklin and Bellingham Rail Trail Committee will use this grant to correct a drainage and grading issue on the Southern New England Trunkline Trail (SNETT) at Spring Street in Franklin. Where the SNETT crosses the street about 0.7 miles east of the proposed Prospect Street underpass, there exists an approximate 300-foot portion of trail that is poorly drained. This area often creates a barrier for use by wheelchairs, an inconvenience to pedestrians, and a dangerous surface condition for bikers. This project will correct the issue by regrading and resurfacing as well as clearing brush for better user visibility and safety when crossing Spring Street.	Construction	Non-Motorized/Diverse	\$10,400.00	\$3,760.00
Groton and Townsend	Squannacook Greenways, Inc.	Squannacook River Rail Trail	The Squannacook River Rail Trail is an approximately 3.7-mile multi-use trail to be constructed along the MBTA right of way in Townsend and Groton, Massachusetts. Squannacook Greenways plans to build the rail trail over three years. The specific project proposed in this grant application is to build the beginning one-third of the rail trail by removing rails and ties and installing an aggregate surface over approximately 1.1 miles.	Construction	Shared-Use Path	\$100,000	\$54,300
Hanson	Town of Hanson	Bay Circuit Trail Relocation	This project will create a new recreational foot trail on town-owned land, previously the site of Plymouth County Hospital. It will enable the relocation of nearly a mile of the Bay Circuit Trail off of busy roadways and into 50 acres of forest and meadow. The trail will improve public access and enjoyment of this scenic open space, and will be compatible with passive recreation that is envisioned for other parts of the property in the future.	Construction	Non-Motorized/Diverse	\$100,000.00	\$30,410.00
Hawley	Buckland Riders Snowmobile Club	Singing Brook Farm Trail Improvement	The Buckland Riders Snowmobile Club will utilize these grant funds to add a track-equipped UTV and 6-foot groomer to its snow grooming fleet. The club steadily works on its existing trail network both on private and public lands to widen trails to a minimum of 6 feet, and preferable 10 feet where possible. This has been completed on over 90% of its trails. The matching volunteer work for this grant will accomplish clearing and widening of the Potash Hill Road Trail (East/West Trail) and the corresponding North/South trail located in the Singing Brook Farm Conservation Area, bordering a section of the Dubuque State Forest.	Maintenance	Motorized	\$49,354.00	\$14,536.40
Hawley, Plainfield, Savoy, and Windsor	Savoy Kanary Kats Snowmobile Club	Groomer Maintenance Items, Bridge Redeck Material, UTV Trail Maintenance Vehicle	The Savoy Kanary Kats Snowmobile Club requests this grant to help the club meet its maintenance priorities and responsibilities for the trails within the towns of Savoy, Windsor, Plainfield, and Hawley. Funds will allow for the purchase of a Mahindra UTV, yearly oil and filter service for grooming equipment, hydraulic drive pump replacement and track belts for one groomer, and a hot water pressure washer for cleaning equipment. In addition, the grant funds will be used to replace the decking for three existing bridges increasing safe crossing at each.	Maintenance Equipment Purchase	Motorized	\$46,851.00	\$20,300.00

Holyoke	City of Holyoke	CT River Pathway	The proposed pathway will provide a safe and innovative shared used path for residents and visitors by connecting Route 5 to Springdale Park, one of Holyoke's flagship parks, almost thirty acres in size and located along the Connecticut River. Alongside this proposed pathway, there are destinations such as a boathouse, a unique municipal facility operated by Holyoke Rows, a non-profit serving the community towards access to physical activities in the Connecticut river. Additionally, the path will pass an urban farm, two public schools, and a much used athletic field complex. The CT River Pathway compliments the ongoing plan for Rehabilitation of Route 5 from MassDOT, project number 604209, by expanding on the shared used pathway planned on the eastern side of Main Street. This project will be fundamental foundation for a network of trails that will enhance the experiences and destinations for all, including access to recreational spaces and ongoing placemaking efforts on Main Street.	Design / Engineering / Permitting	Shared-Use Path	\$40,000	\$10,000
Hopkinton	Hopkinton Upper Charles Trail Committee	The Campus Trail Connector	The project is a proposed 2,750-foot shared use path connecting the Hopkinton High School, Middle School, and the new Marathon Elementary School. The Campus Trail Connector, when combined with adjacent existing and proposed facilities, will allow students, runners, cyclists and others easy passage between the three schools, as well as the downtown area, for a total distance of 2.1 miles. While this is a stand-alone project, the Campus Trail Connector is a critical link to expand the existing Upper Charles Trail network which will include a continuous 8-mile shared use path through Hopkinton from Milford to Ashland.	Design / Engineering / Permitting	Shared-Use Path	\$111,564	\$87,663
Lawrence	Groundwork Lawrence	Merrimack River Trail Phase 2	The Merrimack River Trail is a 3.3-mile riverfront path between the Shawsheen River in Lawrence's downtown mill district and the Andover town line. MassTrails funding will allow the project partners to advance planning, design, permitting, and construction of various improvements to increase access to the trail.	Other: Project Development, Design, Permitting, Construction	Shared-Use Path	\$68,750	\$36,944
Lowell	University of Massachusetts Lowell	Pawtucket Street "River Run Ride & Stride"	This grant is for the preliminary design of a 1.2-mile experiential separated shared use path along the Pawtucket Street corridor, adjacent to the Merrimack River. It will provide a model for an urban walking and bicycling trail in a Gateway City Environmental Justice Community. The path will create an integral and critical multi-modal connection between UMASS Lowell's South Campus, DCR's Francis Gate Park, and the City of Lowell's Sheehy Memorial Park to the west with UMass Lowell's East Campus, Lowell's Riverwalk Path, and the Lawrence Mills Park to the east. It will provide a key missing link in the Lowell National Historical Park's and DCR's 5.6-mile Lowell Canalway trail network, expanded recreational connections, unique placemaking elements and wayfinding, and enhanced safety for all users.	Design / Engineering / Permitting - 25% Design	Shared-Use Path	\$57,000	\$14,250
Mattapoisett	Town of Mattapoisett	THE CONNECTOR: Connecting the Mattapoisett Rail Trail with the Marion Pathway	This half mile segment of shared use path (SUP) will connect the Mattapoisett Rail Trail to the planned Marion Pathway to create a 20-mile, no-traffic/low traffic, bike or pedestrian route from New Bedford to Wareham. Traversing a forested landscape, it connects with numerous hiking trails and passes wetlands, vernal pools and cranberry bogs. The project site is a former railroad right of way previously upgraded with gravel, drainage, and environmental accommodations. Needed work includes rough and fine grading, asphalt surfacing, loam, and seeding. ADA and stroller parking spaces will be located at the trail head and general parking will be available nearby.	Construction	Shared-Use Path	\$110,000	\$27,500
Medfield	Town of Medfield	Medfield Rail Trail	The Medfield Rail Trail is a proposed shared use trail following the route of the MBTA rail bed in Medfield, running approximately 1.3 miles from Ice House Road to the Dover town line. The Trail will provide connections for residents throughout the region (particularly youth and seniors) for biking, walking, jogging, cross country skiing, and horseback riding. The rail trail will provide a direct connection to the planned mixed-use redevelopment of the 128-acre Medfield State Hospital; the planned Dover Greenway; the Bay Circuit Trail, an extensive regional trail system from Plum Island in the north to Kingston Bay in the south; as well as access to the Norfolk Hunt Club's extensive regional trail network.	Construction	Shared-Use Path	\$100,000	\$74,480

Monterey	Greenagers	Loom Brook Trail	During the Summer of 2021 a crew of Greenagers will construct an interpretive hiking trail through property owned and maintained by the Bidwell House Museum. The Greenagers crew will be composed of local youth, 15 to 20 years in age, hired from nearby High Schools. The proposed trail will link the Stone Wall Loop at the south end of the property with the existing Champion Oak Trail and McCallum Trail at the north end of the museum's 192-acre property, forming several new loop trails.	Construction	Non-Motorized/Diverse	\$21,410.00	\$13,800.00
Natick	Town of Natick	Cochituate Rail Trail - MBTA Station Connection Design	The Cochituate Rail Trail - MBTA Station Connection Design will design the last critical gap in the regional Cochituate Rail Trail (CRT). The proposed project is for the last section of the CRT from its currently planned terminus at Mechanic Street in Natick directly to Natick Center and the Natick Center MBTA Station. The project includes approximately 1,300 feet of trail corridor and an ADA-accessible ramp.	Design / Engineering / Permitting	Shared-Use Path	\$125,000	\$31,250
New Bedford	New Bedford Parks, Recreation, and Beaches and Groundwork Southcoast	City of New Bedford Nature Trail Maintenance	New Bedford is blessed with three urban nature trails which provide residents the opportunity to experience woodland walks, flora and fauna, and unique ecological features such as the two certified vernal pools found here. This grant will fund trail maintenance at three locations with a combined distance of approximately 3.5 miles. The city struggles with the maintenance and has in the past relied on volunteer and nonprofit support which resulted in varying degrees of success. Groundwork Southcoast has agreed to take over the maintenance of the trails as part of the Green Team core responsibilities. This requires a funding source for the staff and youth wages. The City can provide these costs with the help of a MassTrails grant.	Maintenance	Non-Motorized/Diverse	\$13,390.00	\$11,465.00
Newburyport	City of Newburyport	Riverfront Critical Gap: Clipper City Rail Trail, Coastal Trails Regional Network, and Storm Surge/Sea Level Rise Resiliency	This project will construct a crucial trail link along a 1,200-foot section of the Merrimack River shoreline and fill an important gap in this well-used trail network while also significantly improving the resilience of this unprotected stretch of shoreline to sea level rise and storm surge events. Project funds will construct a raised, paved, off-road, multi-use trail that will replace an unsafe interim detour route along Water Street.	Construction	Shared-Use Path	\$100,000	\$25,000
Newton and Needham	City of Newton	Christina Street Bridge Feasibility Study and Conceptual Design	This project is intended to fill a critical gap in the Charles River Pathway System by providing: (1) a recordable surveyed plan of the existing conditions; (2) a review of the structural stability of the existing Christina Street Rail Bridge; (3) an estimate of costs associated with providing a safe, fully accessible shared use path across the bridge; and (4) 25% design of the most cost-effective and preferred alternative for a shared use path. An associated and simultaneous effort by the DCR will provide the results of a title search in preparation for the desired transfer of bridge ownership from the MBTA to DCR. The result will be the foundation for construction of a fully accessible bicycle/pedestrian shared use path connection over the Charles River with immense regional, commuter and recreational value. * Note that task #1 has been removed pending a decision by DCR on bridge care and control.	Other: Project Development and Design/Engineering Services	Shared-Use Path	\$56,700	\$14,230
North Reading	Town of North Reading: Land Utilization Committee	North Reading Recreational Trail	Grant proceeds will fund a feasibility study for a recreational trail that in theory will generally follow the route of the abandoned Salem to Lowell Railroad.	Project Development	Shared-Use Path	\$45,000	\$55,000
Northampton	City of Northampton	Northampton One	The City of Northampton, using existing trails, will use this grant to fund the development of a long distance walking and mountain biking trail that circumnavigates the City. This will allow for the connection of public land and provide a tread way that works for even inexperienced walkers.	Construction	Non-Motorized/Diverse	\$50,000.00	\$12,500.00
Northfield, Greenfield, Hatfield, Northampton, Holyoke	Connecticut River Paddlers' Trail and Connecticut River Conservancy	Connecticut River Paddlers' Trail Waterproof Trail Map and Guide	This project will create a waterproof map and paddle guide for the Connecticut River. Designed to complement online resources and a map published for Vermont and New Hampshire, the map will help guide users on down river trips, provide safety and etiquette guidelines, and present content about the region's unique natural and cultural history.	Other: Publication / Safety / Etiquette	Non-Motorized/Diverse	\$10,000.00	\$10,000.00

Peabody	City of Peabody	Peabody Independence Greenway at I-95 and Route 1 Connector Project	The project will provide a vital connection for the Peabody Independence Greenway existing trailhead at Lt. Ross Park and existing trailhead at Peabody Road that is cut-off by Route 1 and Interstate 95. The highlight for this 12-foot multi-use paved path will be a new 2-span pedestrian bridge over the Route 1 northbound and southbound lanes. In addition, this project will provide the critical link for the Border to Boston Trail northern and southern segments providing an alternative mode of transportation route linking communities from Salisbury to Boston.	Design / Engineering / Permitting	Shared-Use Path	\$203,750	\$210,218
Pittsfield, Lanesboro, Washington, Becket, Lee, Lenox	Berkshire Snow Seekers Snowmobile Club	Parts and Supplies for Repairs and Maintenance on Snowmobile Trail Groomers	This grant will help the Berkshire Snow Seekers purchase needed parts for a number of its grooming fleet. Purchases will include four new tracks for the club's Tucker Sno-Cats, parts for repairing axle wear sleeves for three of the Sno-Cats, various wheels and bogie wheels to replace worn or damaged wheels, and filters and small hardware pieces for routine maintenance purposes.	Other: Repairs and maintenance on existing RTP funded equipment	Motorized	\$42,300.83	\$10,611.00
Plymouth	Manomet Inc.	Manomet's Wetlands Restoration and Community Outreach Project	Manomet is an international leader in bird research and science, with a focus on the study and conservation of migratory bird species. The Wetlands Restoration and Community Outreach Project aims to create a 0.4-mile interpretive nature trail on our 40-acre headquarters property in Plymouth. This trail will feature educational signage relating to local wildlife and natural history, an ADA-compliant wildlife viewing blind overlooking a restored wetland, and an extension of a recently completed ADA-compliant walkway to an overlook of Cape Cod Bay. This project will significantly broaden Manomet's ability to connect people to nature while also providing an introduction to Manomet's on-site research, education, and wildlife conservation.	Construction	Non-Motorized/Diverse	\$50,000.00	\$12,500.00
Sandisfield	Western Massachusetts Climbers' Coalition	Hanging Mountain Parking Lot and Trail Improvements	In November 2019, the Western Mass Climbers' Coalition (WMCC) purchased a 14-acre parcel that represents 80% of what is locally known in Sandisfield as Hanging Mountain with the following three goals in mind: to establish access to a major new climbing area in the Northeast; to develop this recreational area in a way that welcomes all rock climbers and other passive recreational enthusiasts while preserving wildlife habitat for the native plants and animals; and to ensure that climbers and the general public can access this valuable resource in perpetuity. The WMCC volunteers, together with an array of local and national non-profits, have begun expanding and improving public access and existing trail networks on this beautiful open space. This Mass Trails grant will be used to complete the driveway and construct a parking lot, improve trailhead signage and overall trail connections, all for public use.	Construction	Non-Motorized/Diverse	\$25,500.00	\$13,210.00
Savoy	Savoy Canary Kats Snowmobile Club	Trail Hardening of Tilton Brook Trail (SV90) and Shaker Trail (SV8)	The Savoy Canary Kats Snowmobile Club will use this grant to perform trail hardening of Tilton Brook and Shaker Trails within the Savoy Mountain State Forest. The hardened trail area will be approximately 4,000-feet long by 10-feet wide and suitable for many different trail uses. This project will enhance existing paths into a well-maintained trail with a finished grade of consistent level surface that improves the trail user's safety.	Maintenance	Motorized	\$51,635.00	\$39,680.00
Southampton	Southampton Conservation Commission	Manhan Meadows Trail Restoration Project	This grant will fund the first step of a two-phased project to restore and extend the 1-mile Hazel A. Young Trail, which winds through a 50-acre wooded site along the Manhan River in Southampton, comprising Manhan Meadows Sanctuary, Parsons Memorial Forest, and Howland Conservation Area. This large parcel is a unique attribute for a town center, with its views of the river, marshes, and wildlife, and at the same time, its proximity to playgrounds, ballfields, the public library, and more. Phase I would completely restore the trails on both sides of the Manhan by replacing bridges, boardwalks, and stairs; re-routing sections away from steep, eroding banks; providing trailhead kiosks, maps and way-finding signs; and adding benches for resting and enjoying the scenery. Phase II will replace the larger bridge over the Manhan. Together these projects will greatly enhance the accessibility, sustainability, and appeal of a landscape with major significance to the town.	Maintenance	Non-Motorized/Diverse	\$50,000.00	\$12,500.00

Williamstown	Williamstown Rural Lands Foundation	Trail Realignment of the Berlin Pass Trail's Lower Section	Williamstown Rural Lands Foundation proposes to realign the lower section (1000 feet) of the Berlin Pass Trail, which in its current state follows a badly eroded former roadbed dating to the 1700s. The work involves 970 feet of new trail construction at a sustainable grade, three switchbacks, two rock staircases, six step-stones, and a 30-foot boardwalk.	Construction	Non-Motorized/Diverse	\$32,861.00	\$8,317.60
Yarmouth	Town of Yarmouth	Higgins Crowell Road Shared-Use Path	The proposed project will provide a shared use path on Higgins Crowell Road in West Yarmouth. This path will create critical connections to the proposed Cape Cod Rail Trail (CCRT) Phase III, Town recreation bike trails (to be upgraded during the CCRT Phase III Project) and sidewalks, two public schools and Town of Yarmouth Sandy Pond Recreation area. The proposed path will be approximately 10-feet wide, 7,700-linear feet long, and have an asphalt surface.	Construction	Shared-Use Path	\$150,000	\$37,500



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, RE: MEDFIELD – MS4 GENERAL PERMIT COMPLIANCE

CONTRACT # DPW 2020-03

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of September 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Ginivan Group LLC of 17 Summer Path Way, Pembroke, MA 02359 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works for MS4 General Permit Compliance hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, August 7, 2020 to June 30, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$26,360.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Consulting Environmental Engineering Firm shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with

minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination:

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

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

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

17. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: GinivanGroup LLC of 17 Summer Path Way, Pembroke, MA 02359 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
20. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL

ATTACHMENT

A

GINIVAN GROUP LLC

July 31, 2020

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

RE: National Pollutant Discharge Elimination System (NPDES)
FY2021 MS4 Compliance Assistance

Dear Mr. Goulet,

In response to your recent request, the Ginivan Group LLC (Ginivan) is pleased to provide the Town of Medfield Department of Public Works (DPW) with this proposal to provide civil engineering services for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) General Permit for Fiscal Year 2021. Our services are being provided to supplement other in-house MS4 activities that are being conducted by the Medfield DPW and other town departments.

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

I. PROJECT UNDERSTANDING

The 2016 Massachusetts Small MS4 General Permit was signed April 4, 2016 and became effective July 1, 2018, after a one year postponement of the effective date. The final permit reflects modifications to the 2014 draft small MS4 general permit released for comment on September 30, 2014 and replaces the 2003 small MS4 general permit for MS4 operators within the Commonwealth of Massachusetts. Our proposed team has been assisting the DPW with complying with the first two years of the MS4 general permit (FY2019 and FY2020). The Year Three (Fiscal Year 2021) requirements are summarized in the attached Table 1.

In order to obtain authorization to discharge stormwater, the Town of Medfield submitted a Notice of Intent (NOI) containing the information in Appendix E of the final permit. The NOI was submitted in September 2018 (within 90 days from the effective permit date). Following receipt, public notice and review of the NOI, a written notice of authorization to discharge under the permit was issued by the EPA.

As you are aware, the Town of Medfield is a founding member and active participant in the Neponset Stormwater Partnership (NSP). In FY2021 it is anticipated that the NSP, along with the Metropolitan Area Planning Council and with the Neponset River Watershed Association serving as the lead organizers, will continue to assist the Town with preparing key permit documents,

printing regional public outreach materials, assist with stormwater bylaw updates, and figuring out the best ways to finance stormwater management programs. The goal is to comply with the final permit requirements at the lowest cost through economies of scale.

Since the Town of Medfield abuts the Charles River, the NOI was mindful of specific permit requirements (i.e. Total Maximum Daily Loads) associated with the Stop River confluence with the Charles River and the Charles River watershed. In FY2021, the Town will be required to develop a Phosphorous Control Plan. The plan must outline the measures for Phosphorous Source Identification (in FY2022) and evaluation of phosphorous removal BMPs (in FY2023).

II. SCOPE OF WORK

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

- Preparing the annual Stormwater Report that will be submitted to the EPA and Massachusetts Department of Environmental Protection (DEP) by September 30, 2020;
- Attend quarterly NSP meetings;
- Review the Town's "Good Housekeeping" procedures and implementation in FY2021, including:
 - Updating the Stormwater Management Plan (SWMP) as needed and including consistency with the Massachusetts Year 2016 Integrated List of Impaired Waters issued in December 2019
 - Summarizing the Town's Illicit Discharge Detection and Elimination (IDDE) procedures and results
 - Summarizing the Town's construction site inspections to ensure proper sediment controls
 - Summarizing the Town's maintenance of catch basins, roadway surfaces (street sweepings) and stormwater infrastructures
- Rank of outfalls for IDDE investigation in FY2021;
- Assist the Town with Sanitary Sewer Overflow (SSO) reporting, including annual listing;
- Preparation of a Phosphorous Control Plan for the Stop River confluence with the Charles River and the Charles River watershed; and

- Working with the NSP and the Town to present updates to the local bylaws at the anticipated Spring 2021 Town Meeting.

Under Task 1 (Annual Stormwater Report), GINIVAN will build upon past reports and will assist the Town in preparing the FY2020 Annual Stormwater Report for submittal to EPA and DEP. The report will be provided to the Town in advance for review and comment and will be submitted under Town letterhead.

Under Task 2 (NSP Quarterly Meetings), GINIVAN will attend the quarterly meetings hosted by the NSP. The meetings will be used to inform the Town on how nearby communities are addressing the general permit requirements, make use of standard documents developed by the NSP and to assess potential general permit tasks that are best performed as economies of scale with the NSP.

Under Task 3 (Good Housekeeping Procedures), GINIVAN will work with the Town to amend the Stormwater Management Plan where needed, and to monitor the progress made on outfall pipe inspections, screening and testing; IDDE; sediment control and roadway maintenance that are required to comply with the final general permit requirements.

Under Task 4 (Outfall Ranking), GINIVAN will assist the Town in reprioritizing the outfall sampling that will continue in FY2021. The outfall prioritization will build off the work conducted under the original general permit and the 2003 SWMP, the watershed prioritization mapping completed by the NSP in 2017, and the Town's outfall inspections and testing conducted in FY2019 and FY2020.

Under Task 5 (SSO Reporting), GINIVAN will continue to work with the Medfield DPW to amend your current list of SSOs with the FY2021 incidents.

Under Task 6 (Phosphorous Control Plan), GINIVAN will prepare a Phosphorous Control Plan for the portion of the Town located within the Charles River, particularly in the area of the Stop River and its confluence with the Charles River. The plan will initially focus on the public properties that were inventoried in FY2020.

Under Task 7 (Bylaw Revisions), GINIVAN will work with the Town and the NSP on the needed bylaw revisions that will be required to bring the Town in compliance in FY2021. The work will build off the anticipated revisions that were developed in FY2020.

III. SCHEDULE

We are prepared to begin work immediately after receiving your Notice to Proceed. We anticipate that GINIVAN will commence working on the FY2020 Annual Stormwater Report in mid-August and will submit it to the Town for review and comment prior to September 30, 2020.

IV. ESTIMATED BUDGET

We propose to complete the tasks above on a time and materials basis not to exceed \$26,360. Work shall be performed for the estimated not-to-exceed prices:

- Task 1 - Annual Stormwater Report \$ 2,500
- Task 2 - NSP Quarterly Meetings \$ 2,000
- Task 3 - Good Housekeeping Procedure Review \$ 2,000
- Task 4 - Outfall Ranking and Testing \$ 7,200
- Task 5 - SSO Reporting \$ 1,160
- Task 6 – Phosphorous Control Plan \$ 6,500
- Task 7 – Bylaw Revisions \$ 5,000

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

V. TERMS AND CONDITIONS

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

VI. OWNERSHIP OF DOCUMENTS

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

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

VII. ADDITIONAL SERVICES

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

instructions, purchase order or memorandum regarding the additional services requested.

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

We appreciate the opportunity to continue to provide stormwater management services for the Town of Medfield. Should you have any questions or concerns, please contact me at 781-588-4951 or by email at info@ginivangroup.com.

Very truly yours,

GINIVAN GROUP LLC

TOWN OF MEDFIELD



Paul G. Costello, P.E.
Project Manager

Date Accepted: _____

Attachments

Cc: Jason Federico, Ginivan Group LLC

TABLE

TABLE 1
EPA MS4 GENERAL PERMIT - YEAR THREE (FY2021) REQUIREMENTS

Completion Due Date	Requirement	Task	Permit section for reference
9/30/2020	Annual Report	Prepare the Annual Report for FY2020 (period from 7/1/2019 through 6/30/2020)	4.4
Spring 2021	By Law Updates	Update the local bylaws to comply with MS4 requirements	All
6/30/2021	Stormwater Management Plan Updates (SWMP)	Update the written SWMP.	1.10.a & 1.10.2
6/30/2021	Illicit Discharge Detection and Elimination (IDDE)	Comply with written IDDE procedures and rank outfalls for IDDE. Document Sanitary Sewer Overflows during the past year.	2.3.4.6 & 2.3.4.7 2.3.4.4.b
6/30/2021	Construction Site Runoff Control	Implement written procedures for inspecting construction sites for proper sediment controls and conducting site plan reviews.	2.3.5
6/30/2021	Catch Basin Cleaning	Implement a catch basin cleaning schedule with a goal of ensuring no catch basin is more than 50% full. Document catch basins inspected and cleaned, including total mass removed and proper disposal.	2.3.7.a.iii.b
6/30/2021	Street Sweeping	Implement Street Sweeping (rural and uncurbed exceptions apply) a minimum of once a year in the spring. Each annual report shall include mile length cleaned and volume or mass of material removed.	2.3.7.a.iii.c
6/30/2021	Winter Road Maintenance	Implement winter road maintenance procedures including use and storage of salt and sand, minimize the use of salts, ensure that snow is not disposed into waters.	2.3.7.a.ii.e
6/30/2021	Stormwater infrastructure maintenance	Inspect all stormwater treatment structures (excluding catch basins) at least annually and conduct maintenance as necessary.	2.3.7.1.d.vi.
6/30/2021	Phosphorous Control (Charles River TMDL)	Develop a Phosphorous Control Plan by Year 3 of the Permit (FY2021) that outlines the measures for Phosphorous Source Identification (in FY2022) and evaluation of phosphorous removal BMPs (in FY2023)	Appendix H

ATTACHMENT ONE
GINIVAN UNIT RATES

GINIVAN GROUP LLC

FY2021 Billing Rates

Job Title	Hourly Rate
Principal	\$160/hour
Project Manager	\$145/hour
Senior Engineer	\$145/hour
Engineer	\$110/hour
Senior Scientist/Hydro Geologist	\$125 to \$145/hour (1)
Junior Engineer/Scientist/Hydro Geologist	\$95/hour
Senior Resident Engineer	\$90/hour
Junior Resident Engineer	\$75/hour
Two-Man Survey Crew	\$180/hour
Technician	\$60/hour
Administrative/Clerical	\$45/hour
Reimbursable markup percent	10%

Note: (1) The Senior Scientist rate includes Licensed Site Professional (LSP) services @ \$145/hour.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, RE: MEDFIELD SELF EVALUATION, TRANSITION AND SIDEWALK MASTER PLANS

CONTRACT # DPW 2020-04

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of September 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works for ADA Self-Evaluation, Transition and Sidewalk Master Plan Development hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, September 1, 2020 to September 1, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$64,750.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Consulting Engineering Firm shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with

minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination:

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

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

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

17. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
20. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL

ATTACHMENT

A



July 30, 2020

Maurice Goulet
Director of Public works
Town of Medfield
459 Main Street
Medfield, MA 02052

Re: Self-Evaluation, Section 504 Transition Plan and Sidewalk Master Plan

Dear Mr. Goulet:

BETA Group, Inc. (BETA) is pleased to submit this proposal to provide Asset Management Services to the Town of Medfield.

The Americans with Disabilities Act (ADA) of 1990 – also referred to as the “Act” or “ADA” – prohibits discrimination against persons with disabilities through five separate Titles, each of which targets a different aspect of potential discrimination. Title II specifically addresses accessibility to public services and public transportation by persons with disabilities. The Act applies to facilities, including rights-of-way, built before and after 1990, and requires State and local governments and public entities/agencies to perform Self-Evaluations of their current facilities relative to the accessibility requirements of the ADA. Agencies are then required to develop a program access plan – otherwise referred to as a Transition Plan – to address deficiencies identified in their Self-Evaluations.

Based on our recent discussion, it is our understanding that the Town is seeking to move toward compliance with ADA by completing a Self-Evaluation, an inventory and assessment of curb ramps and sidewalks, and to develop a Section 504 Transition & Sidewalk Gap Analysis.

To complete these tasks, BETA has developed the following scope of services.

SCOPE OF WORK

Task 1 – Self-Evaluation

BETA will assist the Town in completing a self-evaluation in regard to right-of-way assets. This will include working with the Town to identify existing ADA-related programs, policies and services as well as make suggestions to benefit the self-evaluation. Our team will work with Town staff to research these items through public records and organize them in a manner to meet the requirements of the self-evaluation document.

Following the compilation of available information, BETA will conduct a project meeting with the Town to discuss all facets of the self-evaluation. BETA will present the information gathered and provide recommendations for enhancing the Town’s ADA program. The results of this meeting may lead to the Town revising ordinances/bylaws and assign responsibilities to certain parties within the Town.

As part of this meeting, BETA will work with the Town to identify high priority locations throughout the Town such as community centers, schools, public transit, etc. which are conducive to high pedestrian traffic. BETA has developed a data model and will utilize GIS processing tools to help automate this process. Each of these locations will be assigned a priority level. Based on each priority level, a buffer analysis will be conducted. The buffer analysis will allow the Town to be broken down into priority areas (Tier 1 to 3). These priority areas will be utilized in developing an approach to complete the Town's Section 504 Transition Plan and Sidewalk Master Plan.

Deliverables

The following will be delivered to the Town as part of this task:

- Self-evaluation report
- Large format GIS Maps identifying priority areas

Task 2 – Inventory and Assessment – Curb Ramps and Sidewalks

According to prior pavement inspections conducted by BETA in conjunction with 2019 aerial imagery, BETA has estimated approximately 425 curb ramps and 70 linear miles of sidewalk to be evaluated as part of this task.

Attributes to be collected as part of this task will include:

Curb Ramp Attribute Data

- Location
- Material Type
- General Condition (Good, Fair, Poor)
- Detectable Warning Panel (Yes/No)
- Smart level Reading (Concrete Ramps Only)
- Photograph
- Locations of Potential Curb Ramps

Sidewalk Attribute Data

- Location
- Material Type
- General Condition (Good, Fair, Poor)
- Width
- Length
- Grass Strip (Yes/No)
- Trip Hazards (lifting, depressions, etc.) for sidewalks in good condition

The findings of the assessment will be presented to the Town.

Deliverables

The following will be delivered to the Town as part of this task:

- Data to be delivered in GIS Database
- Technical Memo and Tabular Reports summarizing findings of inventory

Task 3 – Section 504 Transition Plan & Sidewalk Master Plan

BETA will utilize the information collected as part of Task 2 to assist the Town in developing their Section 504 Transition Plan related to right-of-way assets and to develop a sidewalk master plan. BETA will work with the Town to develop a schedule of improvements to existing curb ramps and sidewalks based on available funding. These plans will also include potential locations curb ramps to be newly constructed as well as a sidewalk gap analysis to provide the pedestrian network with optimal connectivity and accessibility. The proposed schedule of improvements will utilize the pre-defined priority tiers as well as geospatial analysis to determine a systematic approach for repairs. This transition plan and schedule will be provided in a format for the Town to maintain and revise annually or as repairs are made.

FEE PROPOSAL

BETA will provide the above-mentioned services for the lump sum of \$64,750. BETA will start work upon receiving an official notice to proceed from the Town. The following provides a breakdown of the project costs for your consideration

Task 1 – Self-Evaluation	\$ 12,500
Task 2 – Inventory and Assessment (425 Ramps & 70 Sidewalk Miles)	\$ 32,750
Task 3 – Section 504 Transition Plan & Sidewalk Master Plan	\$ 16,500
Project Management	\$ 3,000
Total	\$ 64,750

Thank you for the opportunity to assist the Town of Medfield DPW with the continued development of your Asset Management Program. If you have any questions or require additional information on this proposal, please feel free to contact me at (617) 833-5050 (cell).

Sincerely,
BETA GROUP, INC.



Conrad Leger
Associate / Asset Management
CC: Tony Garro



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, RE: MEDFIELD INTERSECTIONS IMPROVEMENT STUDY

CONTRACT # DPW 2020-05

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of September 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Nitsch Engineering, Inc., of 2 Center Plaza, Suite 430, Boston, MA 02108-1928 (hereinafter referred to as the "Contractor").

WITNESSED:

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

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, September 1, 2020 to September 1, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$9,700.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Consulting Engineering Firm shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with

minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination:

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

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

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

17. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Nitsch Engineering, Inc., of 2 Center Plaza, Suite 430, Boston, MA 02108-1928 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
20. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL

ATTACHMENT

A

July 16, 2020

Mr. Maurice Goulet
Director
Public Works Department
55 North Meadows Road
Medfield, MA 02052

RE: Nitsch Proposal #14257.P
Intersection Evaluation
Transportation Engineering Services
Medfield, MA

Dear Mr. Goulet:

Nitsch Engineering is pleased to submit this proposal to you (the Client) to provide professional transportation engineering design services associated with potential geometric modifications at five (5) intersection locations in Medfield, Massachusetts.

On Wednesday July 8, 2020 I accompanied you on a site visit of the following intersections:

1. Main Street (Route 109)/Bridge Street;
2. West Mill Street/Adams Street;
3. Harding Street/North Street;
4. Harding Street/West Street; and
5. Harding Street/Hospital Street.

You indicated that the Town of Medfield (the Town) is seeking a transportation engineering analysis of vehicle operation at the intersections to evaluate geometric, pavement marking, and sign modifications that may improve vehicle operations and safety at these locations.

This proposal represents our previous discussions, as well as a site visit, and includes preparing a brief technical memorandum outlining existing conditions, deficiencies, and recommendations for improvement. Our design Scope of Services will follow Town standards and will meet the Massachusetts Department of Transportation (MassDOT) criteria. The following Scope of Services outlines our work effort for this project. This letter summarizes our scope, assumptions, schedule, and fee.

SCOPE OF SERVICES

Nitsch Engineering will provide professional transportation engineering evaluation for each of the intersections listed above to accomplish the following tasks under the phases noted:

PHASE I: DATA COLLECTION AND ANALYSIS

1. Review available reports, information, and miscellaneous documents to allow complete understanding of the project and its parameters;
2. Perform a site visit to review physical features (including sight distances), issues, constraints, and assess vehicle operation;
3. Obtain data from the Town Police Department and/or MassDOT on vehicle crashes within the proposed project limits for the last three (3) full years available. Police data will be compiled by the Town and forwarded to Nitsch Engineering; and

SCOPE OF SERVICES – continued

4. Review crash records provided by the Town and develop a tabular summary of the crashes at each location related to crash type and severity.

PHASE II: REPORT PREPARATION

1. Prepare one conceptual graphic for each intersection using aerial photography showing possible modifications to the roadway geometry, pavement markings, and signing at each location;
2. Prepare a technical memorandum, which will describe the existing conditions/constraints for each location, summarize crash data, and present recommendations for proposed improvements that may improve vehicle operation and safety;
3. Meet/Consult with the Town to review and discuss the report findings and conclusions; and
4. Modify the report to incorporate Town comments as necessary and submit the final report.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

1. Performing field survey, property line, or utility research.
2. Performing traffic counts.
3. Performing hydrological studies.
4. Preparing design plans or documents.
5. Preparing construction cost estimates.

ASSUMPTIONS

1. Nitsch Engineering will attempt to use existing town assessors data to depict existing Town right-of-way in an effort to evaluate the potential need for any property acquisitions related to proposed concepts.
2. Given the current state of emergency and gradual “re-opening” of various industries/activities throughout Massachusetts, traffic volumes remain well below pre-COVID 19 levels and are inconsistent. Counting vehicles at this time will not provide data that can reasonably be relied upon as an accurate reflection of future conditions. For this reason, Nitsch Engineering recommends waiting until travel patterns return to a more normal condition before collecting and analyzing specific traffic conditions.
3. Any revisions requested by the Client, MassDOT, or other approving authorities after submission of final drawings will be considered Additional Services.
4. Environmental resources will be evaluated using Massachusetts Geographic Information System (MassGIS) data only.

ASSUMPTIONS – continued

5. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.

TIME AND MANNER

Nitsch Engineering is prepared to begin work immediately upon receipt of this executed proposal and documents to be provided by the Client.

Nitsch Engineering anticipates substantial completion of Phase I and II within 15 working, not calendar, days thereafter.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms, as attached. The lump-sum cost for these services is **\$9,700**. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without verbal approval from the Client.

All expenses (i.e., prints, postage, delivery service, mileage, etc.) are to be considered included in the estimated labor cost.

ADDITIONAL SERVICES

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval from the Client.

METHOD OF PAYMENT

Costs incurred on this project will be billed monthly on a percent complete of lump-sum basis, as outlined in the attached Standard Contract Terms. Payment will be due 10 days after receipt of the invoice.

A retainer will not be required for this contract.

TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by 60 calendar days after the date of this proposal. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms meet with your approval, please sign the Client Authorization section below and return this proposal and the Standard Contract Terms to us for our files.

If you have any questions, please call.

Very truly yours,

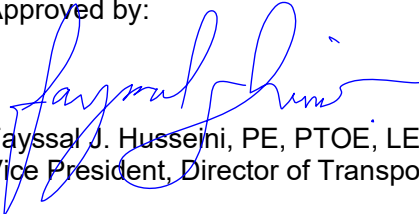
Nitsch Engineering, Inc.



Stephen D. Farr, PE, ENV SP, LEED GA
Senior Project Manager

SDF/ajc

Approved by:



Fayssal J. Hussein, PE, PTOE, LEED GA
Vice President, Director of Transportation Engineering

Enclosures: Standard Contract Terms

Mr. Maurice Goulet: Nitsch Proposal #14257.P
July 16, 2020
Page 5 of 5

CLIENT AUTHORIZATION

This proposal and Standard Contract Terms are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

STANDARD CONTRACT TERMS
(Version: October 1, 2019)

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between Nitsch Engineering, Inc. ("Nitsch Engineering") and the Client with respect to the performance of the services ("Services") on the project ("Project").

EFFECTIVE DATE

This Agreement will become effective upon Nitsch Engineering's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

1. SCOPE OF SERVICES

Nitsch Engineering shall perform the Services described in the attached proposal.

If Nitsch Engineering's services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable Nitsch Engineering to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). Nitsch Engineering shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall Nitsch Engineering have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. Nitsch Engineering does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents.

Nitsch Engineering shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. Nitsch Engineering's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. Nitsch Engineering shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other

documents prepared by third parties, including consultants and contractors independently retained by the Client.

3. STANDARD OF CARE

The Client and the Owner acknowledge that the Services provided by Nitsch Engineering in this Agreement may require Nitsch Engineering to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, Nitsch Engineering shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. Nitsch Engineering shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

4. REGULATORY AGENCIES

Nitsch Engineering shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. Nitsch Engineering will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. Nitsch Engineering may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

5. CERTIFICATIONS/AFFIDAVITS

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least fourteen (14) days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering. Nitsch Engineering shall not be required to sign any document(s), that would result in Nitsch Engineering having to certify, guarantee or warrant the existence of conditions Nitsch Engineering cannot ascertain.

6. INVOICE AND PAYMENT TERMS; SUSPENSION OF SERVICES

Invoices shall be sent to the Client monthly for the prior month, and payment is due within ten (10) calendar days of the invoice date. If payment is not made within thirty (30) calendar days of the invoice date, the amounts due shall include an interest assessment at the rate of 1-1/2% per month commencing on the 30th day after the date of the invoice. If the Client fails to make payment when due for services and reimbursable expenses, Nitsch Engineering may, upon seven (7) days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Nitsch

Engineering within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Nitsch Engineering shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to Nitsch Engineering. If the Client fails to pay Nitsch Engineering for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

Remit to address:

Check Payments:

Nitsch Engineering, Inc.

Attention: Accounting Department

2 Center Plaza, Suite 430

Boston, MA 02108

Electronic Payments:

ACH and Wire Transfer information will be provided upon request.

7. RESTART

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee will be required to compensate Nitsch Engineering for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment shall be applied to the fee or hourly billings rates, as applicable at the discretion of Nitsch Engineering to cover wage increases and general price escalation.

8. TERMINATION

This Agreement may be terminated by the Client or Nitsch Engineering upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to Nitsch Engineering within 30 days from the date of Nitsch Engineering's final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of Nitsch Engineering, the Client shall pay Nitsch Engineering in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by Nitsch Engineering in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

9. WAIVER OF SUBROGATION

The Client and Nitsch Engineering and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and Nitsch Engineering shall each require similar waivers from their contractors, consultants, and agents.

10. INSURANCE

Nitsch Engineering is protected by Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certificates upon request.

11. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client, Owner or Nitsch Engineering. Nitsch Engineering's relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and Nitsch Engineering and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by Nitsch Engineering shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services of Nitsch Engineering without Nitsch Engineering's full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to Nitsch Engineering, and shall not cause a reduction in Nitsch Engineering's previously agreed compensation, and the Client will pay Nitsch Engineering for all Services performed.

12. BETTERMENT

If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and Nitsch Engineering or Nitsch Engineering's subconsultants, Nitsch Engineering and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will Nitsch Engineering or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Client agrees to limit Nitsch Engineering's liability to the Client and anyone claiming by, through, or under the Client, for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its Services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of

the performance of Nitsch Engineering's Services on the Project, whether arising in tort, breach of contract, contractual indemnification, breach of express or implied warrant, or any other theory of liability, shall not exceed \$50,000 or Nitsch Engineering's total fee for Services rendered under this Agreement; whichever is greater.

14. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

Nitsch Engineering shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless Nitsch Engineering and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of Nitsch Engineering. Nitsch Engineering may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

15. OWNERSHIP AND USE OF DOCUMENTS

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by Nitsch Engineering under this Agreement are instruments of service for use solely with respect to the Project ("Documents"). As author, Nitsch Engineering shall retain the ownership and property interest in those instruments of service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. Any reuse without written approval, verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to Nitsch Engineering or its consultants. The Client accordingly waives all claims and shall defend, indemnify

and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the unauthorized use. At Nitsch Engineering's sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by Nitsch Engineering, which will entitle Nitsch Engineering to additional compensation to be mutually agreed upon by the Client and Nitsch Engineering.

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

16. ESTIMATES AND/OR OPINIONS OF COST

Any estimates or opinions of project or construction costs are provided by Nitsch Engineering on the basis of Nitsch Engineering's experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Nitsch Engineering has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by Nitsch Engineering. Similarly, since Nitsch Engineering has no control over building or site operation and/or maintenance costs, Nitsch Engineering cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by Nitsch Engineering.

17. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Nitsch Engineering at the Hourly Billing Rates listed in Exhibit A for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify Nitsch Engineering, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client, its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties.

- 18. HOURLY BILLING RATES** Unless stated otherwise in the proposal, Nitsch Engineering's hourly billing rates are included in Exhibit A.

19. REIMBURSABLE EXPENSES

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

20. APPLICABLE STATE LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

21. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

22. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)

The Client and Owner acknowledge the risk to Nitsch Engineering inherent in condominium projects and the disparity between Nitsch Engineering's fee and Nitsch Engineer's potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to Nitsch Engineering in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nitsch Engineering, its officers, directors, employees and subconsultants (collectively, Nitsch Engineering) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by Nitsch Engineering's sole negligence or willful misconduct, as found by a court of competent jurisdiction.

23. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, Nitsch Engineering and subconsultants, and the contractor if the

maintenance recommendations contained in the Maintenance Manual are not performed.

24. SERVICES INVOLVING UAVs

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, Nitsch Engineering's liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. Nitsch Engineering shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. Nitsch Engineering shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. Nitsch Engineering shall not be responsible for alerting the Client to any Images, for any purpose, regardless of any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that Nitsch Engineering shall not be liable for any such disposal. Nitsch Engineering shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images.

In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

25. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.

STANDARD CONTRACT TERMS
(Version: October 1, 2019)

EXHIBIT A

Hourly Billing Rates

The hourly billing rates are subject to change as a result of changes in market conditions.
The current hourly billing rates are, as follows:

Department: Civil, Planning, Transportation, Structural

Principal	\$245.00
Senior Project Manager – Structural	\$225.00
Senior Project Manager	\$215.00
Senior Project Engineer – Structural	\$190.00
Project Manager	\$185.00
Senior Project Engineer	\$165.00
Project Engineer – Structural	\$165.00
Project Engineer	\$155.00
Senior Project Designer	\$140.00
Project Designer	\$130.00
Project Technician	\$110.00
Senior Planner	\$145.00
Planner	\$135.00
Planning Analyst	\$120.00
Administrative	\$80.00

Department: Land Survey

Senior Project Manager – Survey, PLS	\$195.00
Project Manager – Survey, PLS	\$170.00
Project Surveyor, PLS	\$155.00
Senior Survey Technician	\$130.00
Survey Technician 3	\$115.00
Survey Technician 2	\$100.00
Survey Technician 1	\$95.00
Administrative	\$80.00
Survey Robotic Services	\$140.00

Other Services, include:

Expert Witness	\$310.00
GIS Manager	\$130.00



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2020-06

STATE CONTRACT # (if applicable) GBPC/BAPERN2020

This contract is made this 1st day of September, 2020, by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and MHQ, Inc., having a usual place of business at 401 Elm St, Marlborough, MA 01752 referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to provide a new F550 4WD Utility Truck with Pride Service Body, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield on August 18, 2020 in the amount of One Hundred and Six thousand dollars (\$106,000.00).

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

1. **Contract Documents.** The Contract Documents consist of this Agreement, the purchase description and the proposal from the contractor to the Town of Medfield dated August 18, 2020, (Attachment A), in its entirety. The contract documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Goods / Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached bid documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing and materials to build and deliver the trailer in strict conformity with the specifications and requirements contained in the contract and all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals / permits as required for the performance of the Program. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. Warranties. The Contractor warrants that the truck and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. Delivery. The Contractor shall deliver the utility truck FOB Medfield Department of Public Works, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield on 8.18.2020 (Attachment A) in the amount of \$106,000.00 only after delivery, testing, and acceptance of vehicle in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.
7. Performance. The contractor shall manufacture the utility truck and deliver it to the Town in accordance with the terms and conditions in the contract.
8. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the utility truck industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

10. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
12. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination.

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs

incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

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

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,
_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

ATTACHMENT

A



QUOTE

CUSTOMER

Contact Name Javier Hernandez
 Company/Dep Medfield Water Dept.
 Street Address: _____
 City, State, Zip: _____
 Phone: 508-762-6156
 E-Mail: jhernandez@medfield.net

Date: August 18, 2020
 Valid for: _____
 Customer #: _____
 Contract: Plymouth County
 Sales Rep: BRIAN FLEMING

Vehicle: 2021 Ford F550 4WD w/Pride Service Body

CONTRACT LINE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
	Ford F550 XL Cab Chassis 4WD 7.3L Gas Engine			\$37,900.00
	UpGrade to 169" WB / 84"cab to Axle			included
	Blue Jeans Blue			included
	Power Equipment Group			\$897.00
	Running Boards			\$314.00
	Snow Plow Prep. Pkg.			\$245.00
	397Amp Alt. (required with snow plow prep)			\$113.00
	Dual Batterys (required with snow plow prep)			\$206.00
	19,000 lb GVW UpGrade			\$799.00
	Limited Slip Rear Axle W/4.30 Gear			\$353.00
	Rear Traction Tires			\$186.00
	Electric Trailer Brk. Control			\$265.00
	Trailer Tow Wirring			\$44.00
	Transmission Power Take Provision			\$275.00
	Rear Veiw Camera Prep Kit			\$407.00
	Mud Flaps Front			\$85.00
Vehicle TOTAL:				\$42,089.00

Equipment:

CONTRACT LINE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
1817	11' Aluminum Service Body for Dual wheel Truck		1	\$15,890.00
1828	Enclosed Service Body UpGrade		1	\$6,595.00
Non Contract	Upgrade to Custom Pride Brand Aluminum Utility Body See Attatatched Spec Sheet		1	\$24,266.00
	Silver Metallic Paint, Compartment Rope Lighting		1	included
1708	Central Hydraulic System		1	\$4,395.00
1711	Hydraulic Tool Console		1	\$2,195.00
1712	Hose Reel W/50' of Hose		1	\$2,195.00
1874	8500w Hydraulilc Driven Generator		1	\$4,195.00
326	Whelen Traffic Advisor		1	\$1,020.00
	Wireless Remote Go Lights			

1567	Pedestal Mount LED Warning Beacons	\$ 510.00	2	\$1,020.00
1937	Reciever Hitch		1	\$455.00
1940	Trailer plug 6 pin Round		1	\$195.00
Equipment TOTAL				\$63,911.00

Grand Total of Quote	\$106,000.00
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TERMS AND CONDITIONS

quote period will be subject to price adjustments. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L c. 30B applies to the procurement of all commodities quoted. Contract items have been collectively purchased pursuant to M.G.L c 30B sec 1c and M.G.L c.7 sec 22B. The government body is responsible to determine the applicability of M.G.L. c30B to off contract items, but not limited to, off contract items that have already been properly procured under M.G.L. c30B sec 1c and M.G.L. c7 sec 22A (purchases from a vendor on contract with the Commonwealth), other contracts procured under M.G.L. c30B sec 1c and M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard

ORDER ACKNOWLEDGEMENT

signing this document you are agreeing to the above terms and conditions of this order from MHQ. If

x

PRINT NAME

x

TITLE

x

SIGNATURE

Quote provided by BRIAN FLEMING, Account Manager at MHQ
(508) 573-2622 or jmatisko@mhq.com



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Director, Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Title

Mailing Address

City

State Zip Code

Telephone

Fax

Email



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, RE: DPW Town Garage Solar

CONTRACT

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of September 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Solar Design Associates, Inc., of 280 Ayer Rd, Harvard, MA 01451 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposals for Professional Engineering and Consulting Services for the Town of Medfield for solar consulting engineering services hereinafter referred to as the "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: September 1, 2020 to June 30, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$3,675.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional services will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this

Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

16. Notice: Any notice required to be given to Contractor under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Solar Design Associates, Box 242, Harvard, MA 01451 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town.

Any notice required to be given to the Town by the Contractor under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Nicholas Milano, Medfield Town House, 479 Main Street, Medfield, MA 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

Solar Design Associates, Inc.:

By: _____

Name: _____

Title: _____

Medfield Board of Selectmen:

Approved as to Form:

By: _____

Mark G. Cerel

Town Counsel

Certification as to appropriation:

By:

Joy Ricciuto

Town Accountant

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

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

Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation
SEAL

ATTACHMENT A

August 25, 2020

Proposal To:

Nicholas Milano, Assistant Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

To Provide: Solar Design Associates (SDA) is pleased to provide consulting engineering services to the Town of Medfield (Medfield) in the design and engineering of an approximately 200 kWac grid-connected, roof-mounted photovoltaic (PV) system located at the Medfield Department of Public Works Town Garage located at 55 N. Meadows Road in Medfield, MA.

SDA will work with the System Owner's Project Team to provide the services as described in Phases 1a and 1b below. Draft language of Phases 2-6 has been provided for review and can be altered and engaged under a separate agreement at a later date.

Phase 1a – Schematic Design & Interconnection Application

SDA will work with the Project Team to finalize their program goals. Based on schematic design work previously completed by SDA and analysis by third party structural engineering, SDA will complete the schematic design of the proposed PV system employing a PV module, inverter manufacturer, and racking system selected by SDA (or as requested by Medfield if desired) as the basis of design.

SDA will deploy a UAV to the site to map the existing rooftop conditions and generate a 3D as-built drawing of the roof surface. This model will identify locations and heights of all rooftop obstructions including HVAC units, gas pipes, skylights, roof vents, roof drains, etc. The model will greatly aid in the accuracy of the rooftop PV layout. The drone will be piloted by an FAA Part 107 licensed pilot and a flight plan will be filed with the FAA or local air traffic controller (ATC) tower as required.

SDA will define the general arrangement and 'balance-of-system' equipment locations and proposed method of system interconnection to the existing electrical infrastructure. SDA will then prepare a schematic site plan and single-line electrical drawing for the proposed rooftop PV system for review by the Medfield Project Team. The schematic design will include monthly kilowatt-hour production estimates.

Once the schematic system design has been reviewed and approved by Medfield, SDA will complete the technical information to support the Interconnection Application to the local utility including a drawing package signed-and-sealed by a Professional Electrical Engineer licensed to practice in Massachusetts. Medfield shall be responsible for completing the non-technical portions of the application. An estimate of the Solar Massachusetts Renewable Target (SMART) program incentive rate can be provided, but will be non-binding due to the State's current transition between incentive program structures.

An Interconnection Application fee will be due to the utility at the time of submitting the application. SDA will submit the completed application on behalf of Medfield. The application fee is based on the AC system size (\$4.50/kWac) and will be the responsibility of Medfield.

The utility review process often requires additional follow-up correspondence with utility engineers and minor revisions or clarifications to the schematic design set. SDA will address these items, if required, under Phase 1.

Phase 1a Deliverables: Signed-and-sealed schematic system design and technical content to support the utility interconnection application. Submission of the interconnection application on behalf of Medfield. Drone flight to map existing rooftop conditions.

Phase 1b – Solar Massachusetts Renewable Target (SMART) Incentive Application

Upon receipt of the Interconnection Services Agreements (ISA) from the utility, SDA will assist Medfield and the in applying for the Solar Massachusetts Renewable Target ('SMART') incentive program. SDA will generate the application on the web-based portal and complete the technical portions of the application. Medfield shall be responsible for completing the non-technical portions. SDA will submit the completed SMART application on behalf of Medfield. The application fee will be the responsibility of Medfield.

August 25, 2020

Phase 1b Deliverables: Preparation and submission of SMART incentive application on behalf of Medfield.

Phase 2 – Design Development (DRAFT)

Based on the completion and approval of the work under Phase 1, SDA will develop Design Development documents (DDs) to support project pricing, coordination, and bid issuance by Medfield. The inverters selected under Phase 1 as the Basis-of-Design will remain unchanged as proposing an alternate AC design to the utility is known to require resubmission of the interconnection applications causing significant project delays and added costs.

SDA will work with the Project Team to finalize the location for the solar balance-of-system equipment, conduit runs and interface of the solar systems with the facilities existing electrical equipment / conditions. Additional details to be developed under Phase 2 include schematic conduit routing locations, wire management details, and equipment mounting schematics. The Design Development set will include enough details and system information for solar contractors to provide pricing for a turn key system installation.

SDA will work with Medfield to define and specify a web-accessible data acquisition and performance monitoring system (DAS) for the installation. The DAS system will provide web-accessible, real-time and archived historical performance data on the solar harvest from the system.

Medfield shall review the Design Development documents and provide a single set of coordinated revisions and comments for SDA to incorporate into the Bid Documents under Phase 3.

One meeting with Medfield is included in Phase 2.

Phase 2 Deliverables: Design Development drawings for review and comment. CSI-format specifications to support the bidding process. All deliverables will be provided in the form of PDF files.

Phase 3 – Bidding, Evaluation / Contractor Selection Support (DRAFT)

Medfield shall be responsible for aggregating the bid documents, issuing an RFP and/or soliciting pricing from solar installation Contractors, and managing the bid process.

Medfield shall incorporate SDA's Design Development set and the accompanying CSI-format Specifications as part of the bid document package.

SDA will assist Medfield in reviewing the bid responses from the Contractors to verify that their proposal meets the intent of the system Basis of Design and to identify strengths and weaknesses within each proposal.

The Scope of Work defined in the bid will require the Contractor to incorporate any changes they may propose from the basis of design, finalize design and engineering and produce final, signed-and-sealed Construction Documents for permitting and construction, procure all materials and construct the solar system in compliance with the basis of design and the latest version of the National Electrical Code and other pertinent codes and standards.

One meeting with Medfield is included in Phase 3.

Phase 3 Deliverables: Assistance in ranking of Contractor proposals, response to technical RFI's from solar Contractors.

Phase 4 – 100% Construction Documents (DRAFT)

SDA will work with Medfield to incorporate any revisions and comments from the selected Contractor into the 100% CDs to be issued for permitting and construction.

SDA will finalize the system design and engineering to provide a 90% set of Construction Documents for the electrical aspects of the system addressing the input and all technical information received from Medfield and the Project Team. Details to be developed during Phase 4 include grounding and bonding details, finalizing equipment mounting schematics, conduit & wire sizing tables, interconnection details, and NEC compliant system labels.

August 25, 2020

Medfield shall review the 90% Construction Documents and provide a single-set of coordinated revisions and comments for SDA to incorporate into the final 100% Construction Documents prior to the release for permitting and construction.

SDA will serve as Engineer-of-Record for the solar system and provide a signed-and-sealed Initial Construction Control Affidavit for the electrical portion of the PV system.

One coordination meeting with Medfield is included in Phase 4.

Phase 4 Deliverables: 90% complete Construction Documents for final review, 100% Construction Documents, Initial Construction Control Affidavit.

Phase 5 – Construction Period Support (DRAFT)

Once an installation Contractor has been selected, SDA will review any revisions to the system design documents and submittals proposed by the Contractor to verify that the final design satisfies the goals of the Project Team and complies with applicable code and utility requirements. SDA will also review and approve any shop drawings provided by the Contractor.

SDA will provide technical support to the Project Team during solar system construction by phone, e-mail as well as on-site visits. SDA will provide recommendations to Medfield in response to the contractors RFIs and make recommendations addressing any change order requests.

SDA will support discussions with the local code officials and utility representatives as an Owner's Representative as may be needed regarding the installation, interconnection, and approval of the solar system.

SDA will work in close collaboration with the Contractor's Construction Manager, making periodic visits to the project site to observe the progress and quality of the Work to determine, in general, if the Work is proceeding in accordance with the Contract Documents and applicable codes. SDA will notify Medfield of any QA/QC issues, code violations or deviations from the construction documents observed during site visits.

SDA shall make recommendations to Medfield regarding recommended modifications to Contractor's work that, in SDA's reasonable opinion, is unsafe, of questionable quality, or does not conform to applicable codes and/or the intent of the Contract Documents. Medfield shall then decide what remedies are appropriate for the circumstances and in the best interest of successful project completion and formally communicate these requirements to the Contractor.

SDA shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction, and shall not be responsible for failure of the contractor to carry out the installation in accordance with the Contract Documents.

SDA shall not be responsible for the acts or omissions of Medfield, any other consultants hired by Medfield, or any Contractors, Subcontractors, their agents, employees, or any other persons involved with the project and/or performing the Work who are not under the direct employ of Solar Design Associates, Inc.

Phase 5 Deliverables: Site visits, Construction progress reports. Recommendations on necessary modifications to the Contractor's work. Signed and sealed Initial Construction Control Affidavit. Phase 5 includes up to three visits to the site.

Phase 6 - System Commissioning (DRAFT)

SDA will provide full, independent commissioning of the solar system to verify proper operation and performance. SDA's commissioning protocol involves the use of calibrated field-test instruments to define the exact level of system performance and output under the actual field conditions correlated with specific measurements of the instantaneous solar radiation on the arrays during the commissioning process.

SDA will verify system output to the AC / revenue grade meter as part of system commissioning. SDA will prepare a comprehensive punch list of issues identified during commissioning for the installing Contractor to complete prior to project close-out and final system acceptance by the Town.

August 25, 2020

SDA will prepare a formal commissioning report including results of the performance testing and make recommendations to the Owner regarding final acceptance of the system and project close-out. SDA will collaborate with the Contractor to prepare a set of as-built drawings for the system.

If the servicing utility should require on-site witness testing of the system prior to final interconnection and operational approval of the solar systems, SDA can participate if desired as an additional service.

If applicable, SDA will interface with equipment manufacturers to establish and launch the manufacturers web-based monitoring portal.

Phase 6 Deliverables: Commissioning report and Contractor's punch list. Commissioning includes a 2 person, 1-day PV commissioning visit to the site, a detailed punch list of issues needing the Contractor's attention prior to project close-out. Signed and sealed Final Construction Control Affidavit.

SDA Deliverables: All deliverables under this agreement will be provided in the form of PDF files. All deliverables will be transmitted electronically. Hard copies or wet-stamped, signed-and-sealed engineering documents can be provided if needed at cost plus 10%.

Town of Medfield Responsibilities: Medfield shall assign a Project Manager who shall be the coordinator for this solar program and the key contact for SDA. The Project Manager shall be responsible for administering the bid process and shall ensure compliance with all relevant procurement laws from the State of Massachusetts and the Town of Medfield.

Medfield shall provide all other necessary site information including identifying the preferred location for inverters, other Balance-of-System components, routing of conduits from the rooftop solar system to the electrical room and the desired point of interconnection for the system with the on-site electrical distribution. Medfield shall facilitate SDA access to the project site as required to make site visits. Medfield shall inform the installation Contractor of SDA's roles and responsibilities and provide SDA with a copy of the system installation Contract.

The Scope of Work defined in the bid package shall require the Contractor to submit for approval any changes they may propose from the Basis-of-Design / Construction Documents, procure all materials, and construct the solar system in compliance with the Basis-of-Design, the latest version of the National Electrical Code and other applicable codes and standards. The Contractor shall keep a set of marked-up system drawings and produce an accurate set of as-built documents presenting the system as constructed along with a system O&M manual for the Owner prior to project close-out.

Insurance: SDA shall obtain and carry insurance for the duration of this project for coverages in the following areas and amounts:

- General Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate
- Automobile Liability - \$1,000,000
- Worker's Compensation - \$1,000,000
- Professional Liability - \$1,000,000; \$2,000,000 aggregate
- Excess/Umbrella Liability - \$2,000,000

A Certificate of Insurance shall be provided to the Town of Medfield upon commencement of work under this agreement. The Town of Medfield shall be named additional insured.

Governing Law: This Agreement and the performance of the services hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

Arbitration: All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder of, or in any other manner, any additional person not a party to this Agreement. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American

August 25, 2020

Arbitration Association. The party initiating the demand shall notify the other party of the intention to arbitrate within ten days from the date when the claim, dispute or other matter in question has arisen. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Indemnification: SDA and Medfield agree to indemnify and hold the other, together with their subsidiaries, affiliates, successors, assigns, employees, agents and representatives harmless from all claims, damages, losses and expenses (including attorneys' fees) for claims that may arise under this agreement, except those claims arising out of willful misconduct, violation of law, or negligent performance of their respective obligations under this agreement.

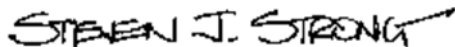
Fees: SDA proposes to provide the services as defined above for a fee of **\$3,675**. If additional meetings, reimbursable expenses, or other requirements are added to this scope, SDA reserves the right to increase our fee to cover them. Reimbursable expenses shall be invoiced at cost plus 10%. If significant changes are required by the utility after submission of the interconnection agreements or redesign of the systems is required after the CD's have been issued, SDA reserves the right to increase our fee to cover the necessary changes.

Payment: Services shall be invoiced monthly in for the work then completed. Payments shall be made within 30 days of the submission date of the invoice. Overdue invoices shall incur interest at 1.5%

Work Task	Fee
Phase 1a – Schematic Design, Interconnection Application	\$3,175
Phase 1b – SMART Incentive Application	\$500
Phase 2 – Design Development (DRAFT)	\$-
Phase 3 – Bidding, Evaluation / Contractor Selection Support (DRAFT)	\$-
Phase 4 – Construction Documents (DRAFT)	\$-
Phase 5 – Construction Period Support (DRAFT)	\$-
Phase 6 – System Commissioning (DRAFT)	\$-
Total Phase 1	\$3,675

Extent of Agreement: This Agreement represents the entire and integrated Agreement between Medfield and Solar Design Associates and supersedes all prior negotiations or agreements. This Agreement may be amended only by written instrument signed by both Medfield and Solar Design Associates.

Submitted by:



Steven J. Strong, President for
Solar Design Associates, Inc.
August 25, 2020

Accepted by:

for Town of Medfield

By: _____
(printed name and title)

Date: _____



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR PROFESSIONAL SERVICES, RE: Board of Health Agent

CONTRACT # BOH 2020-01

STATE CONTRACT # (if applicable) _____

This Contract is made this 1st day of September 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and TSG Consulting, LLC, of 279 East Central Street, Suite 252, Franklin, MA 02038 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited proposals for Board of Health Agent services, including Health Agent, Environmental Agent, and Emergency Preparedness services for the Town of Medfield hereinafter referred to as the "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Contractor,

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the Proposals (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: September 1, 2020 to June 30, 2023.
6. Payment for Work: The Town shall pay \$45,000.00 for the Program in accordance with the pricing in Attachment A for September 1, 2020 to June 30, 2021. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional services will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.

Services for July 1, 2021 to June 30, 2022: \$56,400, subject to annual appropriation

Services for July 1, 2022 to June 30, 2023: \$56,400, subject to annual appropriation

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established public health consulting applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for health agents, environmental agents, and emergency public health preparedness.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with

minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

16. Notice: Any notice required to be given to Contractor under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: TSG Consulting, LLC, 279 East Central Street, Suite 252, Franklin, MA 02038 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town.

Any notice required to be given to the Town by the Contractor under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Nicholas Milano, Medfield Town House, 479 Main Street, Medfield, MA 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

TSG Consulting, LLC:

By: _____

Name: _____

Title: _____

Medfield Board of Selectmen:

Approved as to Form:

By: _____

Mark G. Cerel

Town Counsel

Certification as to appropriation:

By: _____

Joy Ricciuto

Town Accountant

ATTACHMENT A



279 East Central Street
Suite 252
Franklin, MA 02038
508-969-1314
info@sweetgrouppllc.com

August 1, 2020

Mr. Nicholas Milano
Assistant Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: Request for Proposals – Board of Health Agent

Dear Mr. Milano:

TSG Consulting, LLC (TSG) is pleased to submit the enclosed proposal to the Town of Medfield for **Health Agent Services**. Given our extensive experience completing the multiple facets of the proposed Scope of Work for the Medfield Board of Health as well as several other Massachusetts municipalities, we are confident that TSG is the right firm to assist the town.

TSG is a privately held limited liability corporation founded in 2007 (formerly Public Protection Specialists, LLC), and is an industry recognized public and environmental health consulting firm. TSG specializes in providing public health department services, emergency preparedness solutions and technical consultation exclusively to local government clients in Massachusetts. TSG is a company dedicated to preparing and maximizing the effectiveness of local public health agencies, and providing solutions to augmenting existing staff. We have been on the front lines of local government service and understand the expectations of elected officials, residents, engineers, system installers, restaurant operators, business community, and various stakeholders.

For well over a decade, local public health agencies have relied on TSG's expertise and history of delivering customer-centric health department solutions. TSG's customized contracting methods range from full service to supplemental staffing on an as-needed basis. We have a small, yet dedicated and highly qualified staff to support our work. Our associates are some of the best in the business and we pride ourselves on working individually with each client to ensure they are getting exactly what they are seeking. Our team members are highly educated, and Board-Certified field experienced professionals.

With the above as a general introduction, TSG is eager to continue our long-standing professional relationship with the Town of Medfield and the Board of Health. Our team offers several attributes to the Town that differentiates us from the competition, including:

- **Project specific expertise.** Having provided the Town of Medfield with Emergency Preparedness services since 2008, Health Agent services since 2009 and Environmental Engineer/Agent services since 2013 our firm is uniquely familiar with the Scope of Work in your Request for Proposals. As part of our routine public health services we conduct a variety of food establishment and on-site septic system plan reviews, conduct sanitary inspections and enforcement actions, percolation tests, emergency preparedness planning and provide consultation on a variety of issues.

- **Qualified team members.** Each member of our team is well versed in the scope of responsibilities of the Board of Health Agent. In addition, each member is trained and skilled in conducting plan reviews, compliance inspections for applicable state sanitary codes, on-site wastewater disposal and treatment systems. Our team includes current and former members of regulatory agencies. The proposed dedicated **Health Agent** – Ms. Bridget Sweet has an extensive background in public and environmental health with several years' experience at the local level. Ms. Sweet is a member of several professional associations, completed the extensive Foundations for Local Public Health Course, through the Local Public Health Institute of Massachusetts, and is a National Association of County & City Health Officials Survive and Thrive Fellow. She is a subject matter expert in the area of Public Health and Food Safety instruction.

Ms. Sweet holds several relevant certifications including Massachusetts Registered Sanitarian, Massachusetts Certified Soil Evaluator, national Registered Environmental Health Specialist / Registered Sanitarian, Certified Professional-Food Safety, Certified HACCP Manager, Preventive Controls Qualified Individual, Preventive Controls for Human Food Lead Instructor, Certified ServSafe Instructor, and Managing Retail Food Safety Certified Trainer.

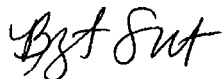
Ms. Sweet is a doctoral candidate pursuing a Doctor of Law and Policy from Northeastern University. She earned a Master of Science in Food Safety from Michigan State University and a Bachelor of Science in Marine Safety and Environmental Protection from Massachusetts Maritime Academy. In addition, she is an elected Board of Health member in her hometown currently serving as Board Chair. As needed additional support staff will serve under the direction of Ms. Sweet and TSG will use its professional judgment to determine which staff person will be assigned to each particular task.

We take pride in maintaining our reputation of providing outstanding service – 24 hours a day, 7 days a week. In addition, as a client of TSG, the Medfield Board of Health at no additional cost will continue to take advantage of receiving comprehensive digital food inspection reports approved by the Massachusetts Department of Public Health Food Protection Program, through our staff utilization of the premier food inspection software FOODCODE-PRO.

This proposal was prepared in accordance with the Request for Proposals (RFP). We have read and understand the sections and provisions of the RFP.

We look forward to the opportunity to continue working with the Medfield Board of Health in this capacity. If you have any questions regarding our submittal, please contact me directly at (774) 434-5146 or by email at bridget@sweetgroupllc.com.

Sincerely,
TSG Consulting, LLC



Bridget L. Sweet, MS, RS, CP-FS
Managing Partner

REFERENCES / SIMILAR PROJECTS

Client References

The following municipal contacts are available to answer questions relating to TSG Consulting, LLC services:

Nancy Bennotti, Administrative Agent

Medfield Board of Health
(508) 906-3006
nbennotti@medfield.net

Nancy Baker, Assistant Town Manager

Town of Dedham
(781) 751-9100
nbaker@dedham-ma.gov

Brian LaGrasse, Director of Public Health

North Andover Health Department
(978) 688-9540
blagrass@northandoverma.gov

Partial List of Consulting Projects Completed for Local Health Departments

Project: **Interim Health Director**
Client Name: Health Department, Dedham, MA
Dates: December 2019 to Present
Contact: Nancy Baker, Assistant Town Manager
(781) 751-9100

Project: **Food Safety Consultant / Inspection Services**
Client Name: Health Department, North Andover, MA
Dates: January 2011 to Present
Contact: Brian LaGrasse, Director of Public Health
(978) 688-9540

Project: **Environmental Agent**
Client Name: Board of Health, Medfield, MA
Dates: July 2013 to Present
Contact: Nancy Bennotti, Health Administrator
(508) 906-3006

Project: **Health Agent, Sanitary Inspections and Enforcement**
Client Name: Board of Health, Medfield, MA
Dates: August 2008 to Present
Contact: Nancy Bennotti, Health Administrator
(508) 906-3006

Project: **Public Health Emergency Preparedness Consultant**
Client Name: Board of Health, Medfield, MA
Dates: October 2007 to Present
Contact: Nancy Bennotti, Health Administrator
(508) 906-3006

Project: **Food Safety Consultant / Inspection Services**
Dates: July 2011 to December, 2019
Client Name: Health Department, Acton, MA
Contact: Sheryl Ball, Director of Public Health
(978) 929-6632

Project: **On-Call Environmental Health Services**
Client Name: Health Department, Acton, MA
Dates: July 2011 to December, 2019
Contact: Sheryl Ball, Director of Public Health
(978) 929-6632

Project: **Food Inspection Consulting and Training Services**
Client Name: Health Department, Milton, MA
Dates: June 2019 to August 20189
Contact: Caroline Kinsella, Director of Public Health
(617) 898-4883

Project: **Environmental Health Consulting**
Client Name: Health Department, Grafton, MA
Dates: June 2015 to June 2016
Contact: Timothy McInerney, Town Administrator
(508) 839-5335

Project: **Contracted Food Inspector**
Client Name: Health Department, Norwood, MA
Dates: July 2013 to December 2013
Contact: Sigalle Reiss, Superintendent/Director
(781) 762-1242

Project: **Emergency Preparedness Planning Services**
Client Name: Health Department, Walpole, MA
Dates: January 2012 to June 2012
Contact: Robin Chapel, Health Director
(508) 660-7300

Project: **On-Call Public Health Consultant / Inspectional Services**
Client Name: Carlisle Board of Health, Carlisle, MA
Dates: May 2010 to June, 2012
Contact: Linda Fantasia, Health Agent
(978) 369-0283

Project: **Health Agent, Sanitary Inspections and Enforcement**
Dates: July 2011 to June 2014
Client Name: Board of Health, Sharon, MA
Contact: Linda Rosen, Health Administrator
(781) 784-1510

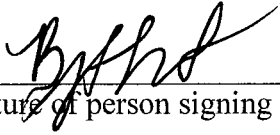
Project: **Emergency Preparedness Planning Services**
Client Name: Health Department, Hudson, MA
Dates: September 2010 to December 2010
Contact: Sam Wong, Health Director
(978) 562-2020

APPENDICES

Attachment B

Certificate of Non-Collusion

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



Signature of person signing bid or proposal

Bridget L. Sweet

Print Name

Managing Partner

Title

TSG Consulting, LLC

Name of Organization

08/01/2020

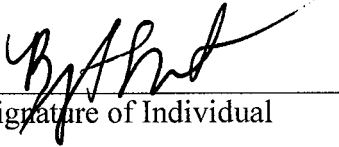
Date

Attachment C

Certificate of Tax Compliance

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.



**Signature of Individual

82-4848768

***Contractor's Social Security Number or Corporate Contractor Federal Identification Number

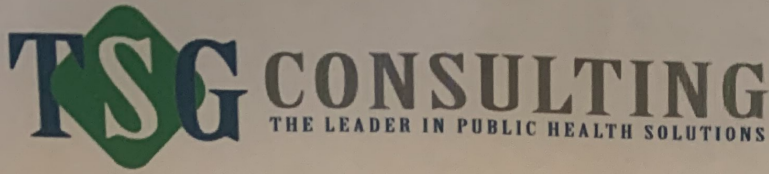
By: **Bridget L. Sweet, Managing Partner**
Corporate Officer (Mandatory, if applicable)

Date: **08/01/2020**

*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.



279 East Central Street
Suite 252
Franklin, MA 02038
508-969-1314
info@sweetgroupllc.com

August 1, 2020

Mr. Nicholas Milano
Assistant Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: Request for Proposals – Board of Health Agent

Dear Mr. Milano:

This Price Proposal is submitted in response to the Town's Request for Proposals. The attached proposal provides for the services described in the Scope of Services.

- This cover letter binds TSG Consulting, LLC to the services described in the Request for Proposals.
- This Price Proposal constitutes a firm and binding offer by TSG Consulting, LLC to the Town of Medfield.

Thank you for the opportunity to submit a proposal. Your consideration of TSG Consulting, LLC in this procurement is very much valued. Please contact me if you have any question.

Very Truly Yours,
TSG Consulting, LLC

Bridget L. Sweet, MS, RS, CP-FS
Managing Partner

Attachment A

Price Proposal Sheet

Fee for service, September 1, 2020 through June 30, 2021: \$45,000.00

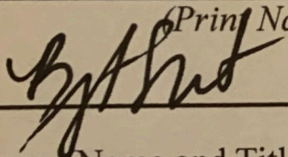
Fee for service, July 1, 2021 through June 30, 2022: \$56,400.00

Fee for service, July 1, 2022 through June 30, 2023: \$56,400.00

Total: \$157,800.00

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: Bridget L. Sweet

Signed:  (Print Name)

Contact Person (Name and Title): Bridget Sweet, Managing Partner

Company Name: TSG Consulting, LLC

Address: 279 East Central Street, Suite 252 Franklin, MA 02038

Telephone: (508) 969-1314

E-mail: Bridget@sweetgroupllc.com

Tenant Site Name: Medfield State Hospital
 Tenant Site Number: MA1420
 Atty/Date:

LEASE AGREEMENT, re:

**Space on Town Water Tower off Hospital Road for
 Personal Wireless Communications**

Facility: New Cingular Wireless PCS, LLC

LEASE AGREEMENT ("Lease") made this _____ day of _____, by and between the Town of Medfield, a municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, Massachusetts (hereinafter: "Landlord" or "Municipality") Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company and a duly-licensed personal wireless service provider (hereinafter: "Tenant" or Provider"), Tenant:

1. PREMISES: The lease premises consists of space on the top of the Town of Medfield's water tower ("Water Tower") located off Hospital Road, Medfield Massachusetts (hereinafter referred to as the "Property" and further described in Exhibit "A") for the attachment of its antennas and associated equipment ("Antenna Space") and space at the base of said Water Tower for the construction, operation and maintenance of its equipment cabinets, generator and associated equipment ("Land Space"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, with prior notice to the Landlord's police department by telephone (at 508-359-2315), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under and along a twenty foot (20') right of way extending from the nearest public right of way, Hospital Road across other property owned by the Town of Medfield, which is further described in Exhibit "A", to the Land Space ("Right of Way"). The Antenna Space, Land Space and Right of Way are substantially in accordance with the plan and specifications attached hereto as Exhibit "B" and are collectively referred to herein as the "Premises").

2. TERM: The initial lease term is ten (10) years (one hundred twenty (120) months) commencing on the first day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits ("Commencement Date"). The initial Lease term

may be further extended for three (3) five-year periods PROVIDED THAT that the Medfield Board of Selectmen so votes and PROVIDED FURTHER THAT the annual rent during any extension shall not be less than the annual rent during the initial lease term. The initial term and all extensions shall be collectively referred to as the “Term”. Landlord shall provide written notice to Tenant at least four (4) months prior to the end of the then current term of its intent not to renew. Notwithstanding, Tenant shall be entitled to terminate this Lease with written notice to Landlord at least four (4) months prior to the end of the then current term and Tenant may also be entitled to terminate this Lease any time prior to the expiration of the lease term upon demonstrating to Landlord’s reasonable satisfaction that Tenant’s local, state or federal license to operate has been revoked or has expired through no fault of the Provider or that other adverse government action outside of the Provider’s control prevents it from commencing or continuing to operate its equipment and provide service to its customers.

3. RENT: The initial annual rent to be paid by Tenant to Landlord is Forty-Five Thousand dollars (\$45,000.00), which Tenant shall pay in one lump sum payment in advance for the first year on the Commencement Date. Rental payments for subsequent years shall be paid in advance on each anniversary of the Commencement Date. For the second and subsequent years, the annual rent shall be increased by an inflation factor of two and one-half percent (2.5%) on the anniversary of the Commencement Date. Tenant’s rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord’s part. Landlord hereby agrees to provide to Tenant certain documentation (the “Rental Documentation”) evidencing Landlord’s right to receive payments hereunder, including without limitation: documentation reasonably necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service (“IRS”) and for state and local governments, including without limitation, an IRS Form W-9, or equivalent, and any applicable state withholding forms, in a form reasonably acceptable to Tenant.

4. UTILITIES AND SITE ACCESS: Landlord represents that the Premises are presently serviced by underground electrical and telephone conduits and an access road from the nearest public way,

Hospital Road. Landlord hereby authorizes Tenant, at its sole expense, to perform excavation for utilities and to pave or otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. Tenant shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, elsewhere on the Property or on other adjacent property owned or controlled by Landlord, in coordination with and in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, provided that any such conduits or related appurtenances do not interfere with the existing water system piping, electrical conduits or access to the Water Tower for routine operation and maintenance.

5. TAXES: Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which result from Tenant's use of the Premises and/or the installation, maintenance and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arise from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph

shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

6. USE OF PREMISES: Tenant shall use the Premises only as provided in Paragraph 1 and the plan and specifications incorporated therein as Exhibit "B". No other use shall be permitted. Before commencing any work at the Premises or Property to construct or install the equipment or perform any Material Change, as defined below, Tenant shall furnish to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer; and (ii) unless waived by Landlord in writing, an updated structural analyses. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, they shall be deemed approved. Any material change, modification, alteration, or addition to the plans and drawings attached hereto as Exhibit "B" shall be subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. A material change, modification, alteration or addition shall mean any change, modification, alteration or addition other than (i) routine maintenance and repairs, (ii) replacement of existing equipment with similar equipment of the same or smaller dimensions, (iii) modifications to the equipment on the ground that do not require additional land, and (iv) modifications, alterations and/or replacements which do not materially increase the structural loading or integrity of the Water Tower ("Material Change"). Tenant shall coordinate with each of the other existing original tenants identified on Exhibit "C" to avoid any radio frequency interference. Tenant's antennas and equipment shall remain its property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in event of Tenant's default specified in

Paragraph 18.

7. MUNICIPALITY'S RIGHTS OF ACCESS: Tenant shall not block or interfere with Municipality's access to the Water Tower for inspection, maintenance and/or repairs but shall fully cooperate with Municipality; PROVIDED THAT, except in case of emergency, Municipality shall provide Tenant with forty-eight (48) hours' prior notice of its intent to access the Water Tower. In the event of an emergency, Municipality shall provide Tenant with as much notice as is reasonable under the circumstances.

8. CO-LOCATION: COORDINATION AND NON-INTERFERENCE CO-TENANTS: Tenant shall coordinate with the existing other original co-tenants identified on Exhibit "C" ("Co- tenants") in locating and installing its facilities pursuant to Exhibit "B" and shall cooperate with Co- Tenants to eliminate any radio frequency interference. This provision shall create reciprocal rights of enforcement among co-tenants but Municipality shall have no obligation for enforcement or any other liability to any co-tenant hereunder.

9. ASSIGNMENT/SUBLETTING: This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. Upon request by Landlord, the assignee/transferee shall provide Landlord with documentation evidencing that it has the financial wherewithal to perform all of Tenant's obligations hereunder. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. No subletting is permitted.

10. LIABILITY INSURANCE: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, and during any extensions thereof, a policy of commercial general liability

per ISO form CG 00 01 or its equivalent for bodily injury and property damage insurance insuring Tenant, and including Municipality as an additional insured, as its interest may appear under this Lease, against any claim of liability arising out of Tenant's use or occupancy of the Premises. Such insurance shall further provide coverage of two million dollars (\$2,000,000) combined single limit each occurrence and in the aggregate. Coverage will be subject to review and reasonable increase at the request of the Municipality every five (5) years with sixty (60) days prior written notice to Tenant. Notwithstanding the foregoing Tenant may self-insure any of the required insurance under the same terms as required by this Agreement.

Certificates of such insurance shall be delivered to Municipality at the Commencement Date, and certificates of renewals or replacements thereafter shall be furnished to Municipality within ten (10) days of the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal of such policy that is not replaced.

11. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Municipality from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of its antennas and equipment, damage to the municipal Water Tower from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to its property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Municipality or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

12. SURETY REQUIREMENTS: Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Municipality in the amount of one-hundred thousand dollars (\$100,000) to

secure Tenant's performance of its obligations hereunder, including but not limited to its obligations not to impair the structural integrity of the Water Tower, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

13. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove all its equipment and structures from the Water Tower and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination. Tenant shall further coordinate with the First Responder Network Authority and emergency medical services systems, as required by law.

14. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, G.L. Chapter 21E and federal state regulations in violation of any applicable law. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date. Landlord has no knowledge of any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Tenant; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon. Tenant shall prepare and execute a written Radio Frequency Energy Exposure Management Plan

(RFEEMP) in cooperation with the existing other original co-tenants identified on Exhibit "C" and Municipality within forty-five (45) days following the Lease inception.

15. SPECIFIC PROVISIONS RELATING TO WATER TOWER/PUBLIC WATER SUPPLY: Tenant shall do nothing to impair or compromise the structural integrity of the Water Tower. Tenant shall do nothing that causes or has a significant verifiable potential to cause contamination to the public water supply. Tenant shall not interfere with Municipality's access to the Water Tower and water supply for inspection, maintenance and repair. Tenant shall fully cooperate with Municipality both in the event of an emergency involving the Water Tower or public water supply and for routine maintenance work including, without limitation, the temporary suspension of transmissions at no expense to Municipality; PROVIDED THAT Municipality shall use commercially reasonable efforts to minimize any suspension of Tenant's service to its customers. Without limiting the foregoing, Tenant shall comply with the following requirements:

Installation:

- a. All cables must be mounted on fabricated wire-ways, supported off brackets, at a minimum of 8" inches. No cables are to be attached to the ladder or interfere with the finial or any entrance hatchways.
- b. The Tenant will be responsible to employ an inspection company of the Landlord's choice ("Inspection Company") to inspect the installation of its equipment; PROVIDED THAT the costs charged by such inspection company are not excessive when compared to the costs and charges for similar services within the same geographic region. Payment for the inspection service will be made by the Tenant to the inspection company prior to final approval of the installation.
- c. Tenant shall provide Landlord with "As-Built" construction drawings (which shall include all utilities installed by Tenant), once the installation is approved by the Inspection Company.
- d. Upon reasonable notification from Landlord, Tenant shall repair damage to the painted

surfaces on the Water Tower disturbed during the installation of Tenant's equipment on the Water Tower or damaged as a result of Tenant's own use, provided such notice is given to Tenant within five (5) years from the installation of Tenant's equipment.

Temporary Equipment Relocation: Upon request of the Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Water Tower provided that:

- a. The Tenant will be responsible for the total cost and logistics of relocating its equipment and reinstalling its equipment when the Landlord maintains the Water Tower and will coordinate the relocation with the Landlord.
- b. The Landlord will give the Tenant a two (2) month prior notice for the Temporary Relocation.
- c. The temporary location is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- d. Tenant's use at the Premises is not materially interrupted or diminished during the relocation and Tenant is allowed, if necessary in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation in coordination with Landlord and in a location reasonably determined by Landlord; and
- e. Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location.

For purposes of protecting the public water supply and preventing unauthorized access thereto, Tenant shall inform Municipality's police department by telephone (at 508-359-2315) prior to dispatching any personnel to the site, and shall exercise all necessary precautions to keep the site locked and secured. Tenant shall have access to the Ground Space seven (7) days a week, twenty-four (24) hours a day without notice to the Town.

16. TOWER COMPLIANCE. Landlord covenants that it will keep the Water Tower in good repair for its use as a municipal water tank as required by all applicable laws, rules, regulations and building codes. Tenant will be responsible for obtaining, at its sole cost and expense and with the reasonable cooperation of Landlord, all approvals and permits necessary for its own use of the Premises to comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of the Water Tower and perform any improvements associated therewith.

17. TENANT COVENANTS: Tenant covenants with Landlord as follows:

- a. Tenant shall pay the full annual rent when due in accordance with the provision set forth in Paragraph 3;
- b. Tenant shall coordinate with co-tenants in the co-location of its antennas and comply with the interference provisions contained in Paragraph 8;
- c. Tenant shall comply with the provisions contained in Paragraph 15 with regard to damage to the Water Tower or contamination of the public water supply;
- d. Tenant shall comply with the provisions contained in Paragraph 7 with regard to Municipality's rights of access;
- e. Tenant shall promptly remove any equipment Tenant determines is obsolete and comply with the provisions contained in Paragraph 13 regarding removal of its equipment at the end of the Term.
- f. Tenant shall maintain all of its equipment in good repair;
- g. Tenant shall comply with the insurance provisions contained in Paragraph 10;
- h. Tenant shall take all necessary action to prevent/minimize worker access/exposure to radio frequency radiation as and to the extent required by law;
- i. Tenant shall comply with the environmental provisions contained in Paragraph 14;
- j. Tenant shall cooperate with Landlord with regard to maintenance/repairs of the Water Tower in accordance with the provisions contained in Paragraphs 7, 15 and 16.

18. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder within twenty (20) days after receipt by Tenant of notice from Municipality of such nonpayment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the initial thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Municipality lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the Municipality's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, following the exercise of Tenant's obligations under Paragraph 13, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current term of this Lease had not been terminated or if Municipality had not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Municipality and all reasonable documented expenses of the Municipality for enforcement

hereunder. In addition to all other legal and equitable, remedies, Landlord shall have the right to remove equipment/structures at Tenant's expense, and the right to declare equipment/structures abandoned and take ownership thereof, all without liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

19. Notices: Any notices required hereunder shall be in writing and served by certified mail, return-receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered, in the case of Landlord, to:

Town of Medfield
Town House
459 Main Street
Medfield, MA 02052
Attn: Town Administrator

and, in the case of Tenant, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MA1420; Cell Site Name: Medfield State Hospital (MA)
Fixed Asset #: 10553957
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, Georgia 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: MA1420; Cell Site Name: Medfield State Hospital (MA)
Fixed Asset #: 10553957
208 S. Akard Street
Dallas, TX 75202-4206

20. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Norfolk County or District Court Department, Dedham Division, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

21. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord

covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

WITNESS our hands and seals the date above written.

TOWN OF MEDFIELD, Landlord, by
its Board of Selectman

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF MEDFIELD
Board of Water and Sewerage
By: _____

Name: _____

Title: _____

Date: _____

TENANT
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: Jessica Rincon

Title: Area Manager, Construction & Engineering

Date: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

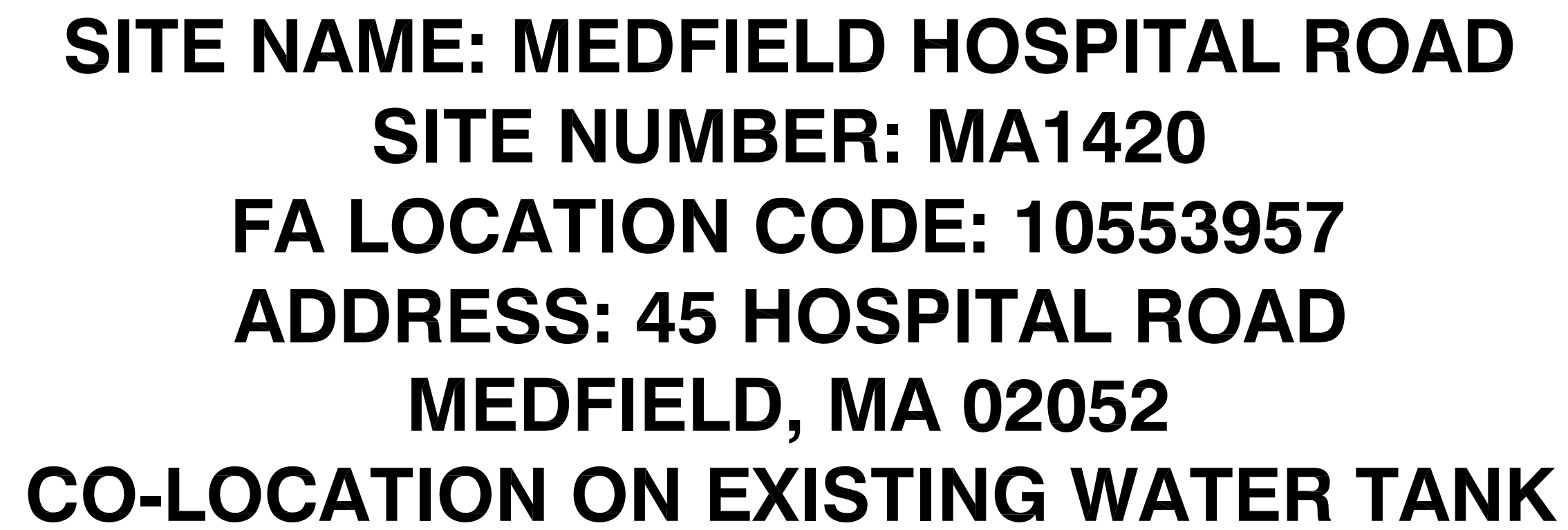
The Premises is located on the property owned by the Town of Medfield, which is located off Hospital Road in the Town Medfield, Massachusetts, and is identified as Map 71, Lot 017, on the tax maps of the Town of Medfield and is further described in a deed recorded with the Norfolk County Registry of Deeds (“Registry”) at Book 32563, Page 417, with a non-exclusive access and utility right of way over the property owned by the Town of Medfield, which is identified as Map 71, Lot 001 on the tax maps of the Town of Medfield and is further described in a deed recorded with said Registry at Book 32740, Page 401.

See attached Legal Descriptions.

EXHIBIT B

DESCRIPTION OF THE PREMISES

See attached Lease Exhibit.



DRAWING INDEX

1. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER & OWNER REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
2. ALL UNDERGROUND UTILITY INFORMATION WAS DETERMINED FROM SURFACE INVESTIGATIONS AND EXISTING PLANS OF RECORD. THE CONTRACTOR IS SPECIFICALLY WARNED THAT THE DEPICTION MAY BE INCOMPLETE AND SHALL LOCATE ALL UNDERGROUND UTILITIES IN THE FIELD PRIOR TO ANY SITE WORK. CALL DIG-SAFE (888) 344-7233 72-HOURS PRIOR TO ANY EXCAVATION.
3. NEW CONSTRUCTION WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES:
BUILDING CODE: MASSACHUSETTS STATE BUILDING CODE, 780 CMR 9TH EDITION (IBC 2015) WITH AMENDMENTS
ELECTRICAL CODE: NEC 2017 WITH MASSACHUSETTS AMENDMENTS 527 CMR 12.00
4. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH AT&T AND THE TOWN WATER DEPARTMENT CONSTRUCTION GUIDELINES AS REQUIRED.
5. THESE CO-LOCATION PLANS ARE SUBJECT TO THE PASSING GLOBAL STRUCTURAL ANALYSIS BY PROTERRA DESIGN GROUP, LLC DATED 07/02/20 AND MODIFICATION DESIGN PREPARED BY FRED A. NUDD CORPORATION DATED 12/17/19. ALL TOWER MODIFICATIONS, INCLUDING POST MODIFICATION INSPECTION REPORT SHALL BE COMPLETED PRIOR TO PLACEMENT OF AT&T EQUIPMENT.
6. THE ANTENNA MOUNT SHALL BE INSTALLED IN ACCORDANCE WITH THE MOUNT STRUCTURAL ANALYSIS PREPARED BY PROTERRA DESIGN GROUP LLC DATED 07/02/20.
7. THE CONSTRUCTION SHOWN HEREIN MAY REQUIRE SPECIAL INSPECTIONS. APPLICANT/CONTRACTOR SHALL VERIFY WITH THE AUTHORITIES HAVING JURISDICTION (AHJ) PRIOR TO CONSTRUCTION AND ENGAGE THE INSPECTOR AND/OR APPROPRIATE 3RD PARTIES AS MAY BE REQUIRED.



PROJECT INFORMATION

SITE TYPE: CO-LOCATION ON EXISTING WATER TANK (MEDFIELD STATE HOSPITAL WATER TOWER)

SCOPE OF WORK: PROPOSED RF EQUIPMENT ON EXISTING WATER TANK. WALK IN EQUIPMENT CABINET AND GENERATOR ON PROPOSED CONCRETE PAD AT GROUND LEVEL.

FA LOCATION CODE: 10553957

SITE NAME: MEDFIELD HOSPITAL ROAD

SITE NUMBER: MA1420

SITE ADDRESS: 45 HOSPITAL ROAD
MEDFIELD, MA 02052

PACE ID: MRCTB029883; MRCTB041189; MRCTB028430;
MRCTB041287; MRCTB041289; MRCTB029862;
MRCTB029827

COUNTY: NORFOLK

ASSESSOR'S TAX ID#: MAP 71, LOT 17

RECORD WATER TANK BK: 32740 PG: 401
PARCEL DEED:

ZONING DISTRICT: BUSINESS—INDUSTRIAL (BI)
& RESIDENTIAL TOWN (RT)

LATITUDE: 42° 12' 45.86"± N (SURVEY 1A)

LONGITUDE: 71° 19' 58.09"± W (SURVEY 1A)

DATUM: NAD83/NAVD88

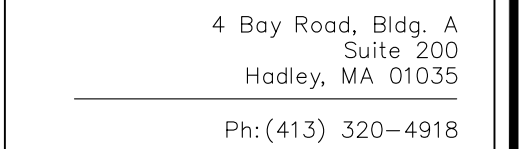
PROPERTY OWNER: N/F TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, NH 02052

WATER TANK OWNER: TOWN OF MEDFIELD
469 MAIN STREET
MEDFIELD, MA 02062

APPLICANT: NEW CINGULAR WIRELESS PCS, LLC
dba AT&T MOBILITY
c/o SAI COMMUNICATIONS
550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

SITE ENGINEER: PROTERRA DESIGN GROUP, LLC
4 BAY ROAD
BLDG. A; SUITE 200
HADLEY, MA 01035
TEL: (413) 320-4918

FOR REVIEW



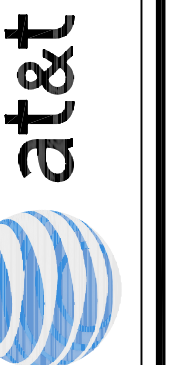
CLIENT:



NO.	DATE	REVISIONS
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**MEDFIELD HOSPITAL ROAD
SITE NUMBER: MA1420
ADDRESS: 45 HOSPITAL ROAD
MEDFIELD, MA 02052**

PCS, LLC ("AT&T")
c/o SAI COMMUNICATIONS
550 COCHITUATE ROAD
FRAMINGHAM, MA 01701



STAMP:

DATE: 07/06/20

DRAWN: PN

CHECK: JMM/TEJ

SCALE: SEE PLAN

JOB NO.: 18-040

SHEET TITLE:

TITLE SHEET

T-1

GENERAL NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
- CONTRACTOR – SAI COMMUNICATIONS, LLC
SUBCONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
OWNER – PROPERTY OWNER OF RECORD OR CARRIER
OEM – ORIGINAL EQUIPMENT MANUFACTURER
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
4. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL, STATE AND FEDERAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
5. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER, T1 CABLES AND GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR AND/OR LANDLORD PRIOR TO CONSTRUCTION.
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION AND RETURN DISTURBED AREAS TO ORIGINAL CONDITIONS.
13. THE SUBCONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE SUBCONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
14. SUBCONTRACTOR SHALL NOTIFY PROTERRA DESIGN GROUP, LLC 48 HOURS IN ADVANCE OF POURING CONCRETE OR BACKFILLING TRENCHES, SEALING ROOF AND WALL PENETRATIONS AND POST DOWNS, FINISHING NEW WALLS OR FINAL ELECTRICAL CONNECTIONS FOR ENGINEERING REVIEW.
15. CONSTRUCTION SHALL COMPLY WITH ALL CARRIER STANDARDS AND SPECIFICATIONS.

SITE WORK GENERAL NOTES:

1. THE SUB CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION.
3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
5. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
6. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
7. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
8. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING, OWNER AND/OR LOCAL UTILITIES.
9. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION AS SPECIFIED IN THE PROJECT SPECIFICATIONS.
10. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
11. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE CARRIER SPECIFICATION FOR SITE SIGNAGE.

CONCRETE & REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. SLUMP SHALL BE 4 ± 1 " AND ALL EXPOSED CONCRETE SHALL BE AIR ENTRAINMENT $5 \pm 1\%$. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 381 CODE REQUIREMENTS
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

CONCRETE CAST AGAINST EARTH.....	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:	
#6 AND LARGER	2 IN.
#5 AND SMALLER & WWF	1½ IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER	
OR NOT CAST AGAINST THE GROUND:	
SLAB AND WALL	¾ IN.
BEAMS AND COLUMNS	1½ IN.
5. A CHAMFER ¾" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHORS SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO THE MANUFACTURERS RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR CONTRACTOR APPROVAL WHEN DRILLING HOLES IN CONCRETE. SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES, SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURER'S MAXIMUM ALLOWABLE LOADS. ALL EXPANSION/WEDGE ANCHORS SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZED. EXPANSION BOLTS SHALL BE PROVIDED BY SIMPSON OR APPROVED EQUAL.
7. CONCRETE CYLINDER TESTS NOT REQUIRED FOR SLAB ON GRADE WHEN CONCRETE IS LESS THAN 50 CUBIC YARDS (ACI 318-14 SECTION 26.12.2 - FREQUENCY OF TESTING) IN THAT EVENT FOLLOWING RECORDS SHALL BE PROVIDED BY THE CONCRETE SUPPLIER TO PROVE THE BUILDING OFFICIAL;
(A) RESULTS OF CONCRETE CYLINDER TEST PERFORMED AT THE SUPPLIERS PLANT.
(B) CERTIFICATION OF MINIMUM COMPRESSIVE STRENGTH FOR THE CONCRETE GRADE SUPPLIED.
FOR GREATER THAN 50 CUBIC YARDS THE GC SHALL PERFORM THE CONCRETE CYLINDER TEST BY AN INDEPENDENT TESTING AGENCY
8. AS AN ALTERNATIVE TO ITEM 7. TEST CYLINDERS SHALL BE TAKEN INITIALLY AND THEREAFTER FOR EVERY 50 YARDS OF CONCRETE FROM EACH DIFFERENT BATCH PLANT.
9. EQUIPMENT SHALL NOT BE PLACED ON NEW PADS OR FOUNDATIONS FOR SEVEN DAYS AFTER PAD IS POURED, UNLESS IT IS VERIFIED BY CYLINDER TESTS THAT COMPRESSIVE STRENGTH HAS BEEN ATTAINED.

STRUCTURAL STEEL NOTES:

1. ALL STEEL WORK SHALL BE PAINTED OR GALVANIZED IN ACCORDANCE WITH THE DRAWINGS AND CARRIER SPECIFICATIONS UNLESS OTHERWISE NOTED. STRUCTURAL STEEL SHALL BE ASTM-A-36 UNLESS OTHERWISE NOTED ON THE SITE SPECIFIC DRAWINGS. STEEL DESIGN, INSTALLATION AND BOLTING SHALL BE IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) "MANUAL OF STEEL CONSTRUCTION".
2. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION", 13TH EDITION. PAINTED SURFACES SHALL BE TOUCHED UP.
3. BOLTED CONNECTIONS SHALL USE BEARING TYPE ASTM A325 BOLTS ($\frac{3}{4}"\phi$) AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE. ALL BOLTS SHALL BE GALVANIZED OR STAINLESS STEEL.
4. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE $\frac{5}{8}"$ DIA. ASTM A 307 BOLTS (GALV) UNLESS NOTED OTHERWISE.
5. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ENGINEER REVIEW & APPROVAL ON PROJECTS REQUIRING STRUCTURAL STEEL
6. ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH AISC SPECIFICATIONS.

SOIL COMPACTION NOTES:

1. EXCAVATE AS REQUIRED TO REMOVE VEGETATION AND TOPSOIL TO EXPOSE NATURAL SUBGRADE AND PLACE CRUSHED STONE AS REQUIRED.
2. COMPACTION CERTIFICATION: AN INSPECTION AND WRITTEN CERTIFICATION BY A QUALIFIED GEOTECHNICAL TECHNICIAN OR ENGINEER IS ACCEPTABLE.
3. AS AN ALTERNATE TO INSPECTION AND WRITTEN CERTIFICATION, THE "UNDISTURBED SOIL" BASE SHALL BE COMPACTED WITH "COMPACTION EQUIPMENT", LISTED BELOW, TO AT LEAST 95% MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM D 1557 METHOD C VERIFIED BY A INDEPENDENT THIRD PARTY.
4. COMPACTED SUBBASE SHALL BE UNIFORM AND LEVELED. PROVIDE 6" MINIMUM CRUSHED STONE OR GRAVEL COMPACTED IN 6" LIFTS ABOVE COMPACTED SOIL. GRAVEL SHALL BE NATURAL OR CRUSHED WITH 100% PASSING #1 SIEVE.
5. AS AN ALTERNATE TO ITEMS 2 AND 3, THE SUBGRADE SOILS WITH 5 PASSES OR A MEDIUM SIZED VIBRATORY PLATE COMPACTOR (SUCH AS BOMAG BPR 30/38) OR HAND-OPERATED SINGLE DRUM VIBRATORY ROLLER (SUCH AS BOMAG BW 55E), AND SOFT AREAS THAT ARE ENCOUNTERED SHOULD BE REMOVED AND REPLACED WITH A WELL-GRADED GRANULAR FILL AND COMPACTED AS STATED ABOVE. THIS ALTERNATE NEEDS TO BE CONTINUOUSLY INSPECTED.

COMPACTION EQUIPMENT NOTES:

1. HAND OPERATED DOUBLE DRUM, VIBRATORY ROLLER, VIBRATORY PLATE COMPACTOR OR JUMPING JACK COMPACTOR.
- CONSTRUCTION NOTES:**
1. FIELD VERIFICATION:
SUBCONTRACTOR SHALL FIELD VERIFY SCOPE OF WORK, CARRIER ANTENNA PLATFORM LOCATION AND UTILITY TRENCHWORK.
2. COORDINATION OF WORK:
SUBCONTRACTOR SHALL COORDINATE RF WORK AND PROCEDURES WITH CONTRACTOR.
3. CABLE LADDER RACK:
SUBCONTRACTOR SHALL FURNISH AND INSTALL CABLE LADDER RACK, CABLE TRAY AND/OR ICE BRIDGE, AND CONDUIT AS REQUIRED TO SUPPORT CABLES TO THE NEW BTS LOCATION.

ELECTRICAL INSTALLATION NOTES:

3. WIRING, RACEWAY, AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE (NEC).
2. SUBCONTRACTOR SHALL MODIFY OR INSTALL CABLE TRAY SYSTEM AS REQUIRED TO SUPPORT RF AND TRANSPORT CABLEING TO THE NEW BTS EQUIPMENT. SUBCONTRACTOR SHALL SUBMIT MODIFICATIONS TO CONTRACTOR FOR APPROVAL.
3. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
4. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
5. EACH END OF EVERY POWER, GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA, AND MATCH INSTALLATION REQUIREMENTS.
6. POWER PHASE CONDUCTORS (I.E., HOTS) SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). PHASE CONDUCTOR COLOR CODES SHALL CONFORM WITH THE NEC AND OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#34 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED OUTDOORS, OR BELOW GRADE, SHALL BE SINGLE CONDUCTOR #2 AWG SOLID TINNED COPPER CABLE, UNLESS OTHERWISE SPECIFIED.
13. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#34 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
14. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY HARGER (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
15. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
16. NEW RACEWAY OR CABLE TRAY WILL MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
17. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
18. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (EMT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
19. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
20. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
21. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
22. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
23. CABINETS, BOXES AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
24. CABINETS, BOXES AND WIREWAYS TO MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
25. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PAINDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
26. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
27. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
28. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
29. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
30. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.
31. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
32. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.

ProTerra
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Suite 200
Hadley, MA 01035

Ph: (413) 320-4918

CLIENT:

 **CENTERLINE**
COMMUNICATIONS

750 West Center Street, Suite 301
West Bridgewater, MA 02379

[illegible]

TITLE: MEDFIELD HOSPITAL ROAD
SITE NUMBER: MA1420
ADDRESS: 45 HOSPITAL ROAD
MEDFIELD, MA 02052

APPLICANT: NEW CIRCULAR WIRELESS
PCS, LLC ("at&t")
c/o SAI COMMUNICATIONS
550 COCHITUATE ROAD
FRAMINGHAM, MA 01701

STAMP:

DATE: 07/06/20

DRAWN: PM

CHECK: JMM/TEJ

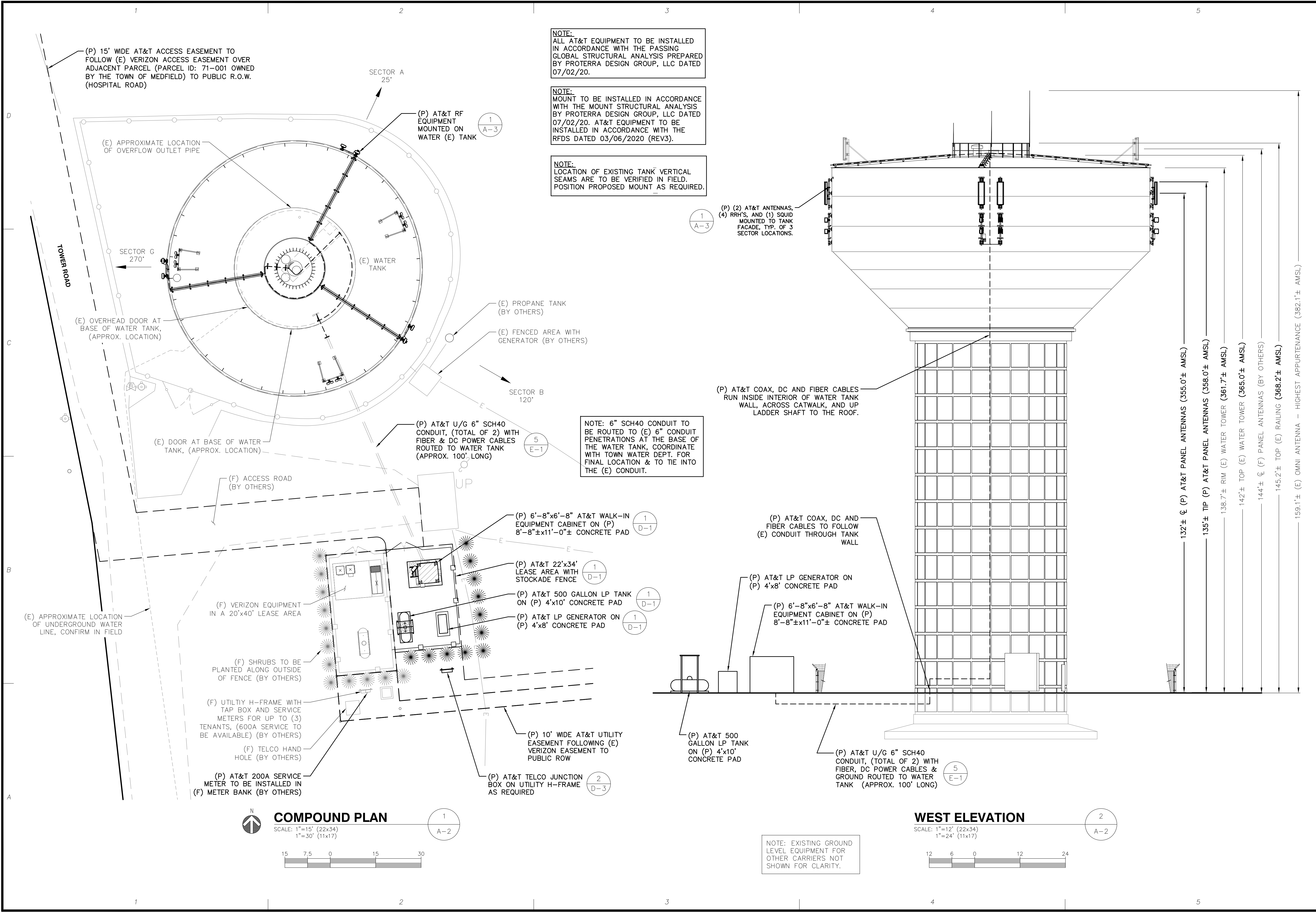
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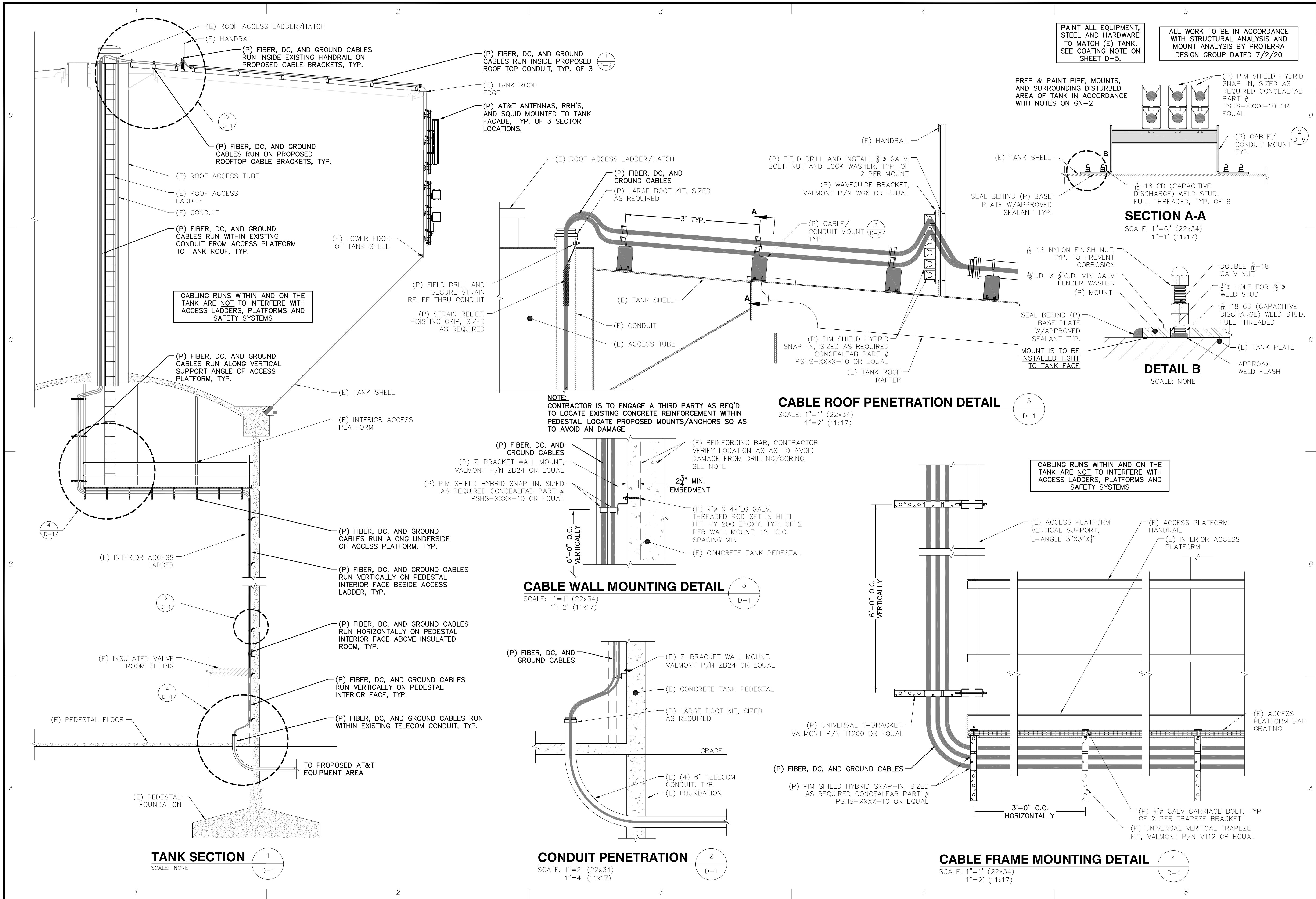
JOB NO.: 18-040

SHEET TITLE:

GENERAL NOTES

GN-1

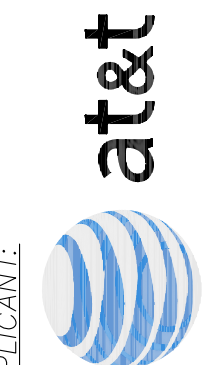




NO.	DATE	REVISIONS
A	07/06/20	ISSUED FOR REVIEW

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SITE NUMBER: MA1420
ADDRESS: 45 HOSPITAL ROAD
MEDFIELD, MA 02052

NEW CINCULAR WIRELESS
PCS, LLC ("AT&T")
c/o SAI COMMUNICATIONS
650 COCHITUATE ROAD
FRAMINGHAM, MA 01701



DATE: 07/06/20
DRAWN: PN
CHECK: JMM/TEJ
SCALE: SEE PLAN
JOB NO.: 18-040
SHEET TITLE:

**CABLE ROUTING
DETAILS**

D-1

ALL WORK TO BE IN ACCORDANCE WITH STRUCTURAL ANALYSIS AND MOUNT ANALYSIS BY PROTERRA DESIGN GROUP DATED 7/2/20

STUD INSPECTION AND INSTALLATION SHALL BE WITNESSED BY A QUALIFIED INDEPENDENT THIRD PARTY.

ALL STUD WELDING AND SURFACE PREPARATION IS TO BE COMPLETED IN ACCORDANCE WITH NOTES ON GN-1 AND D-5

PAINT ALL EQUIPMENT, STEEL AND HARDWARE TO MATCH (E) TANK, SEE COATING NOTE ON SHEET D-5.

ALL FIELD WELDING SHALL BE WITNESSED BY A QUALIFIED INDEPENDENT THIRD PARTY.

NOTE:
HORIZONTAL CABLE HANGER IS TO SUPPORT ALL PROPOSED HORIZONTAL CABLE RUNS ALONG TANK EDGE. HANGERS ARE TO BE INSTALLED AT 3'-0" O.C. MAX. (OR AS ALLOWED BY CABLE MANUFACTURER)

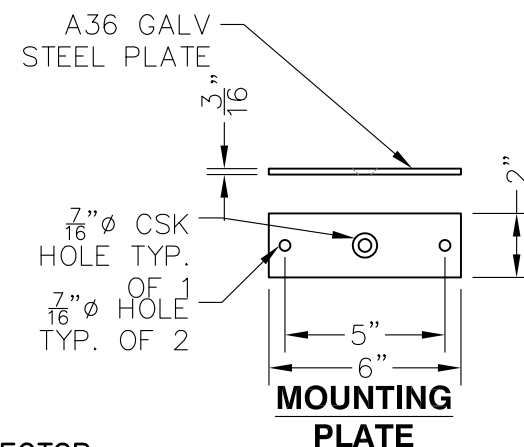
VALMONT P/N TRAP3
SECURE TO PLATE W/ 3/8" Ø FLAT HEAD MACHINE SCREW TYP. OF 1 (SUBSTITUTE WITH 3/8" Ø DRAWN-ARC WELD STUD AS REQ'D)

(P) PIM SHIELD HYBRID SNAP-IN, SIZED AS REQUIRED CONCEALFAB PART # PSHS-XXXX-10 OR EQUAL
NOTE:
PREP & PAINT IN ACCORDANCE WITH NOTES ON GN-1

(P) 5/16" Ø WELD STUDS SECURE TO (E) TANK, TYP. OF 2 PER PLATE
SEAL BEHIND (P) BASE PLATE W/APPROVED SEALANT TYP.

DETAIL C

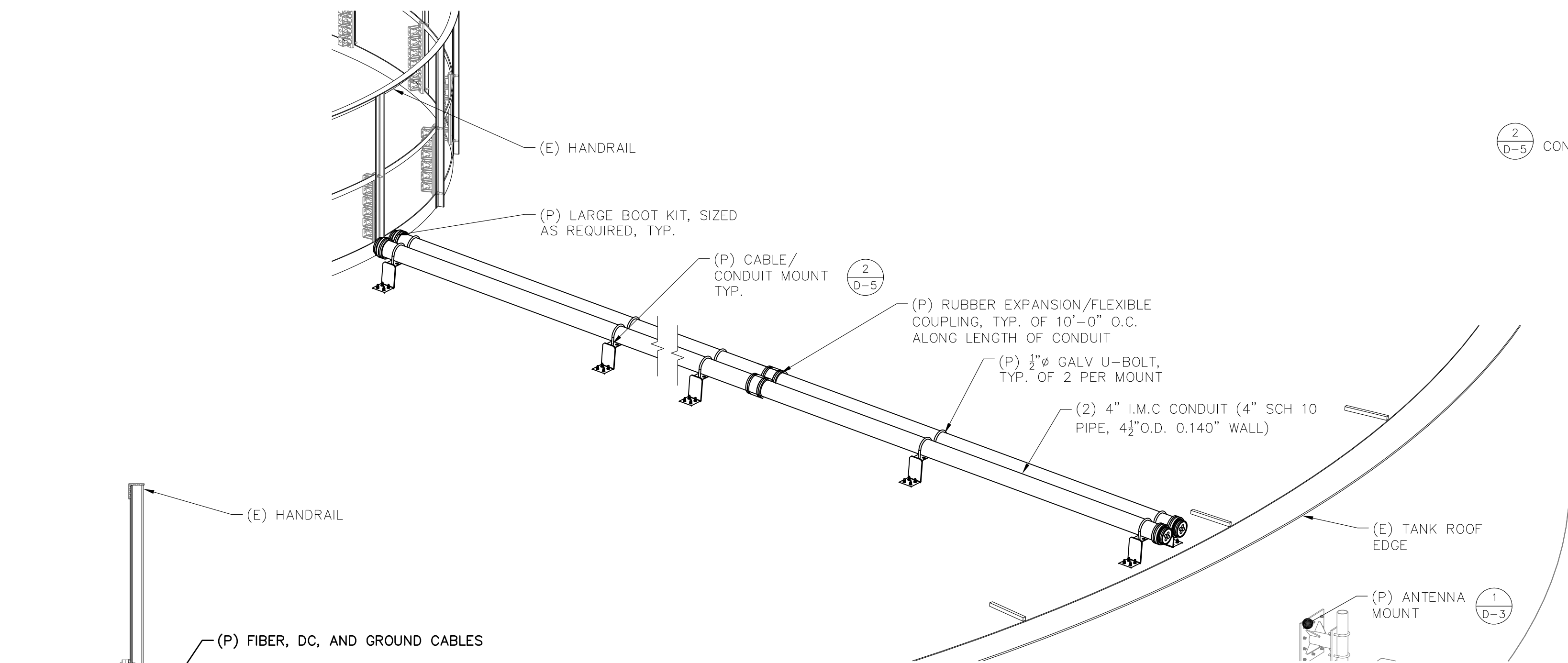
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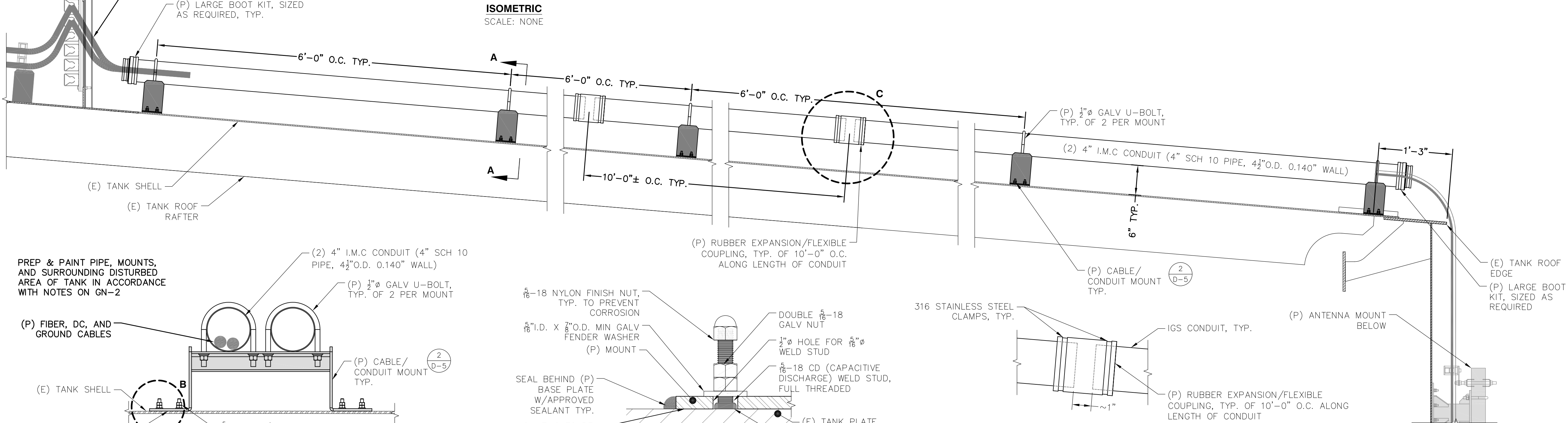
1
D-2

TYPICAL OF GAMMA SECTOR ADDITIONAL SUPPORT DETAIL

SCALE: 1"=1' (22x34)
1"=2' (11x17)



ISOMETRIC SCALE: NONE



PREP & PAINT PIPE, MOUNTS, AND SURROUNDING DISTURBED AREA OF TANK IN ACCORDANCE WITH NOTES ON GN-2

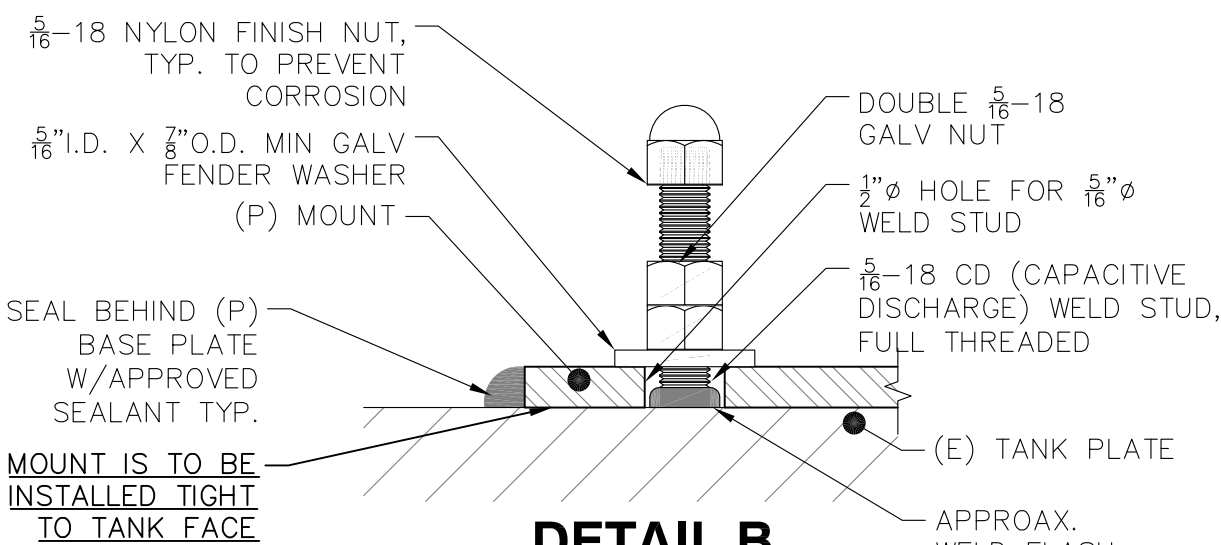
(P) FIBER, DC, AND GROUND CABLES

(E) TANK SHELL

SEAL BEHIND (P) BASE PLATE WITH SIKAFLEX-150 LM SEALANT OR APPROVED EQUAL, TYP.

SECTION A-A

SCALE: 1"=6" (22x34)
1"=1' (11x17)



DETAIL B

SCALE: NONE

DETAIL C

SCALE: NONE

CONDUIT MOUNTNG DETAIL

SCALE: 1"=1' (22x34)
1"=2' (11x17)

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1	07/06/20	ISSUED FOR REVIEW

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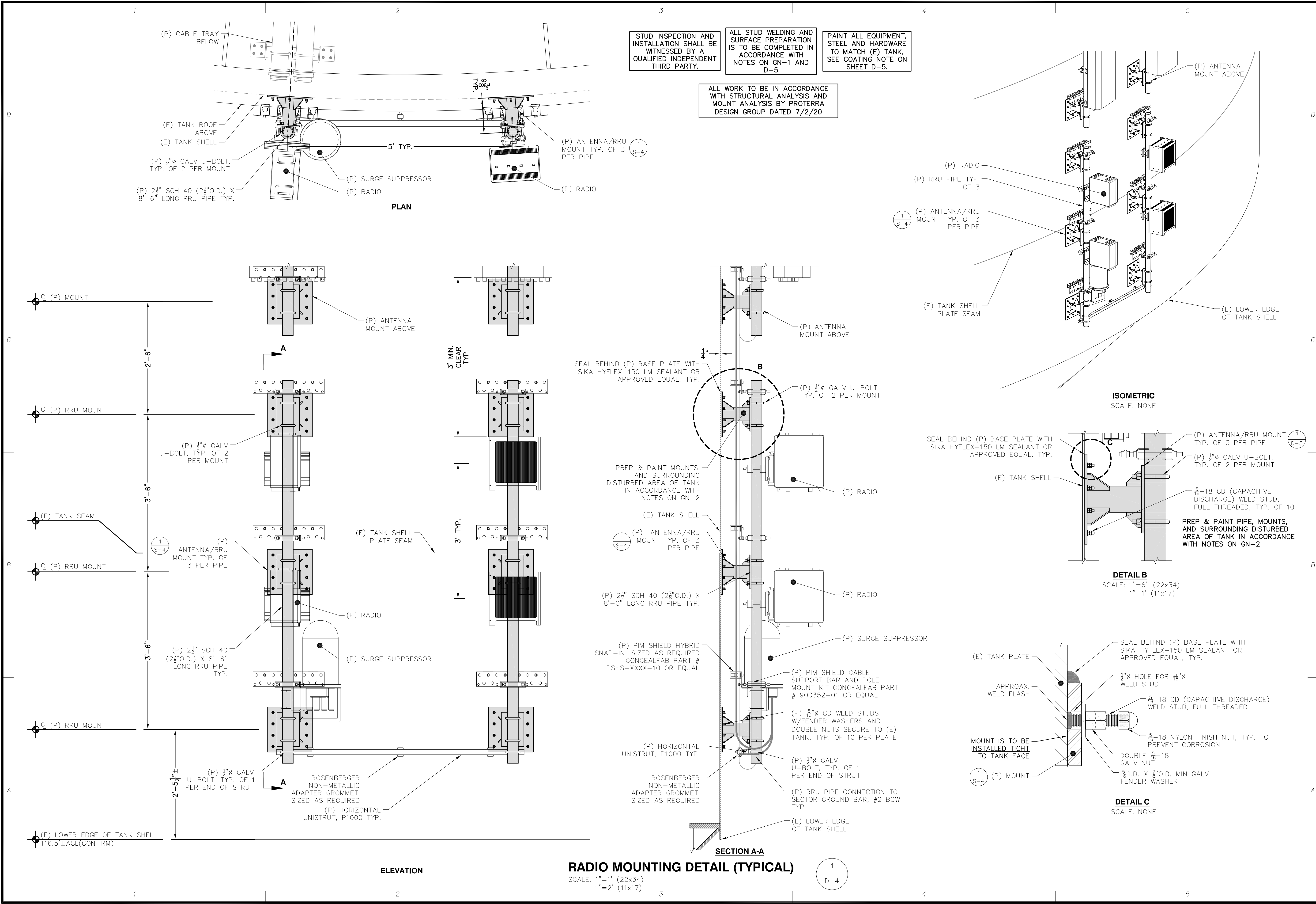
SCALE: SEE PLAN

JOB NO.: 18-040

SHEET TITLE:

**CABLE ROUTING
DETAILS**

D-2



STUD INSPECTION AND
INSTALLATION SHALL BE
WITNESSED BY A
QUALIFIED INDEPENDENT
THIRD PARTY.

ALL STUD WELDING AND
SURFACE PREPARATION
IS TO BE COMPLETED IN
ACCORDANCE WITH
NOTES ON GN-1 AND
D-5

PAINT ALL EQUIPMENT,
STEEL AND HARDWARE
TO MATCH (E) TANK,
SEE COATING NOTE ON
SHEET D-5.

ALL WORK TO BE IN ACCORDANCE
WITH STRUCTURAL ANALYSIS AND
MOUNT ANALYSIS BY PROTERRA
DESIGN GROUP DATED 7/2/20

ProTerra
DESIGN GROUP, LLC

4 Bay Road, Bldg. A
Suite 200
Hadley, MA 01035
Ph: (413) 320-4918

CLIENT:

CENTERLINE
COMMUNICATIONS

750 West Center Street, Suite 301
West Bridgewater, MA 02379

NO. DATE REVISIONS
A 07/06/20 ISSUED FOR REVIEW

NEWFIELD HOSPITAL ROAD
SITE NUMBER: MA1420
ADDRESS: 45 HOSPITAL ROAD
MEDFIELD, MA 02052

NEW CINCULAR WIRELESS
PCS, LLC ("AT&T")
c/o SAI COMMUNICATIONS
660 COCHITUATE ROAD
FRAMINGHAM, MA 01701

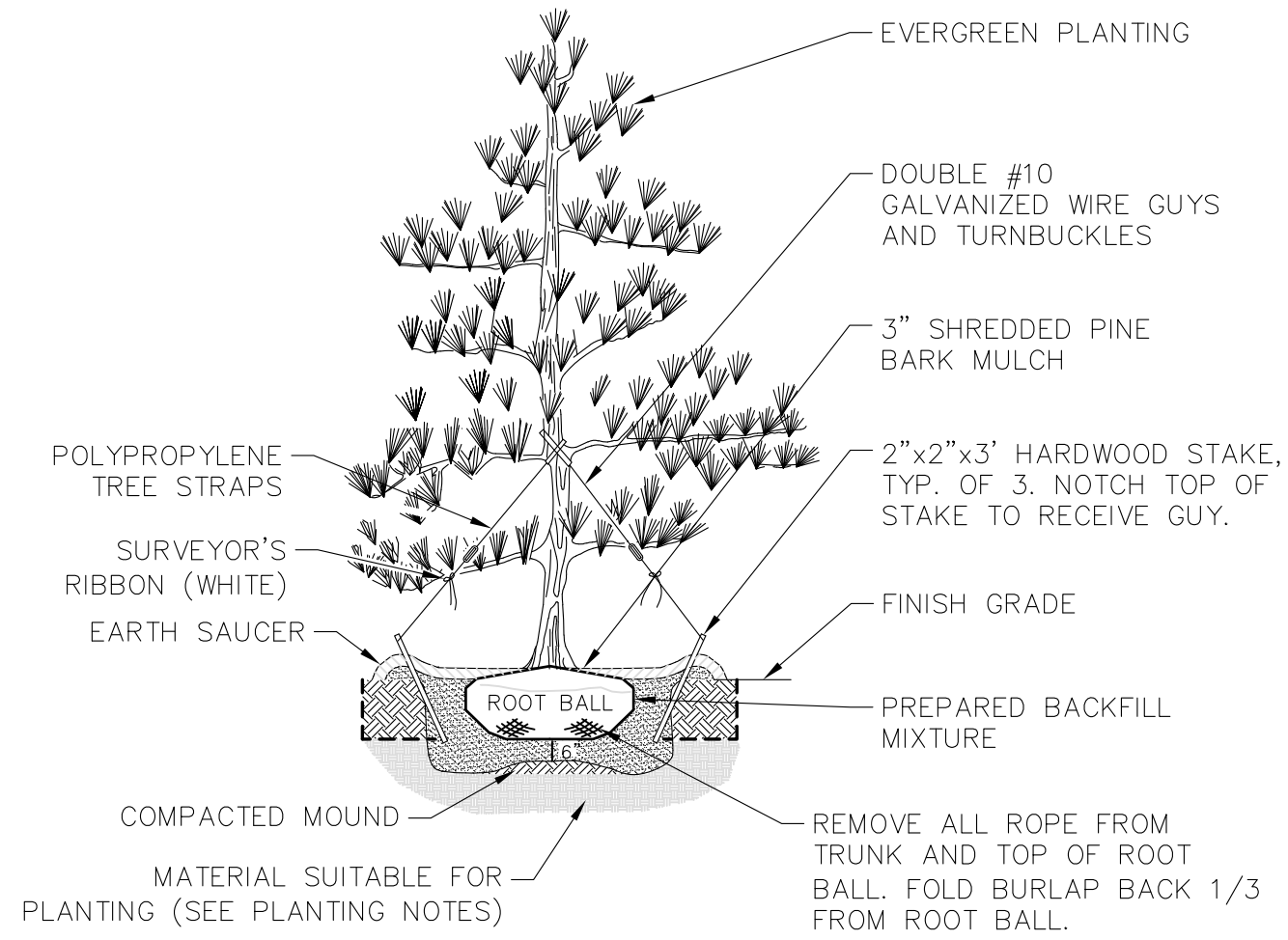
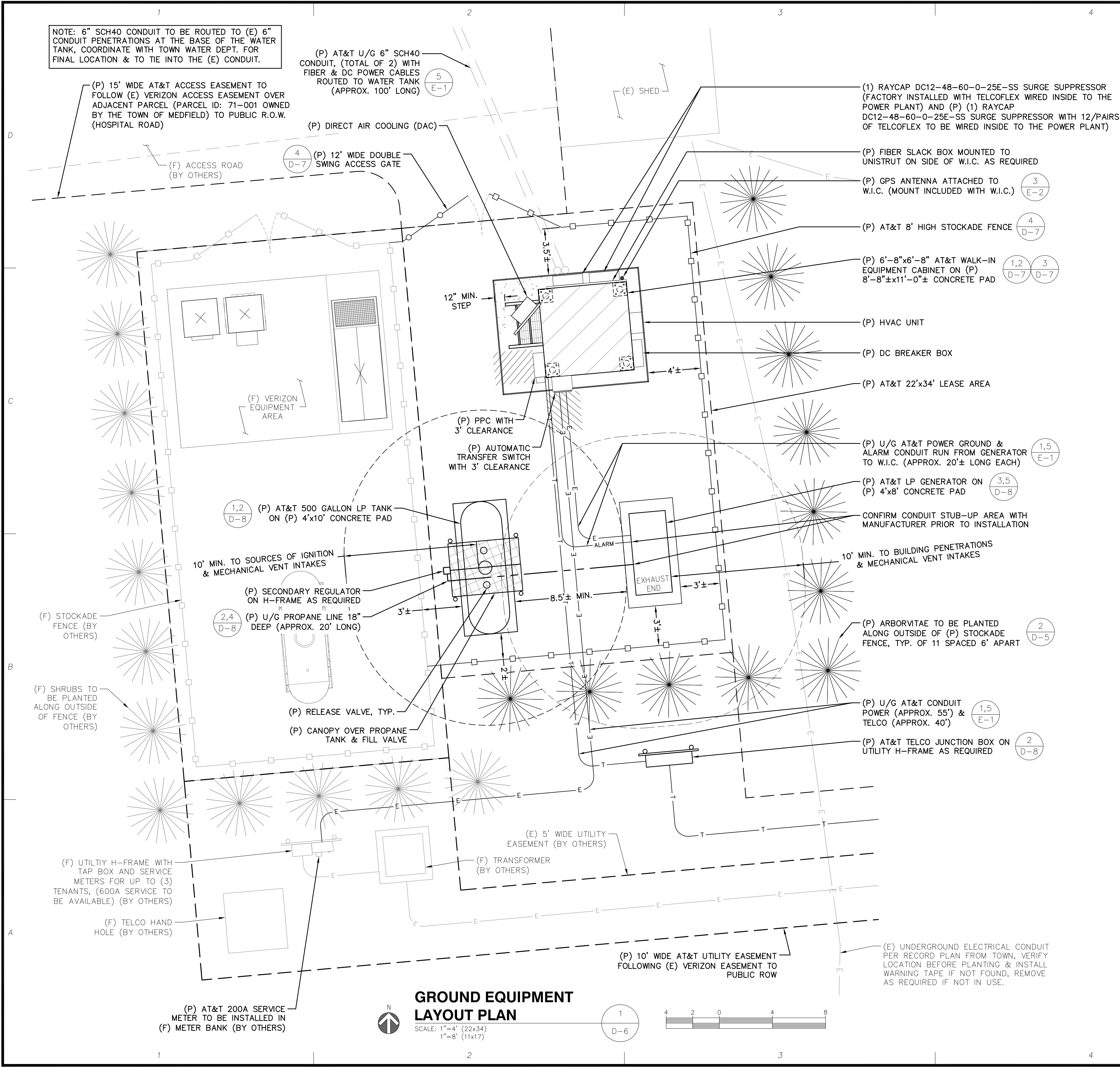
at&t
APPLICANT

STAMP:

DATE: 07/06/20
DRAWN: PN
CHECK: JMM/TEJ
SCALE: SEE PLAN
JOB NO.: 18-040
SHEET TITLE:

**RADIO MOUNTING
DETAILS**

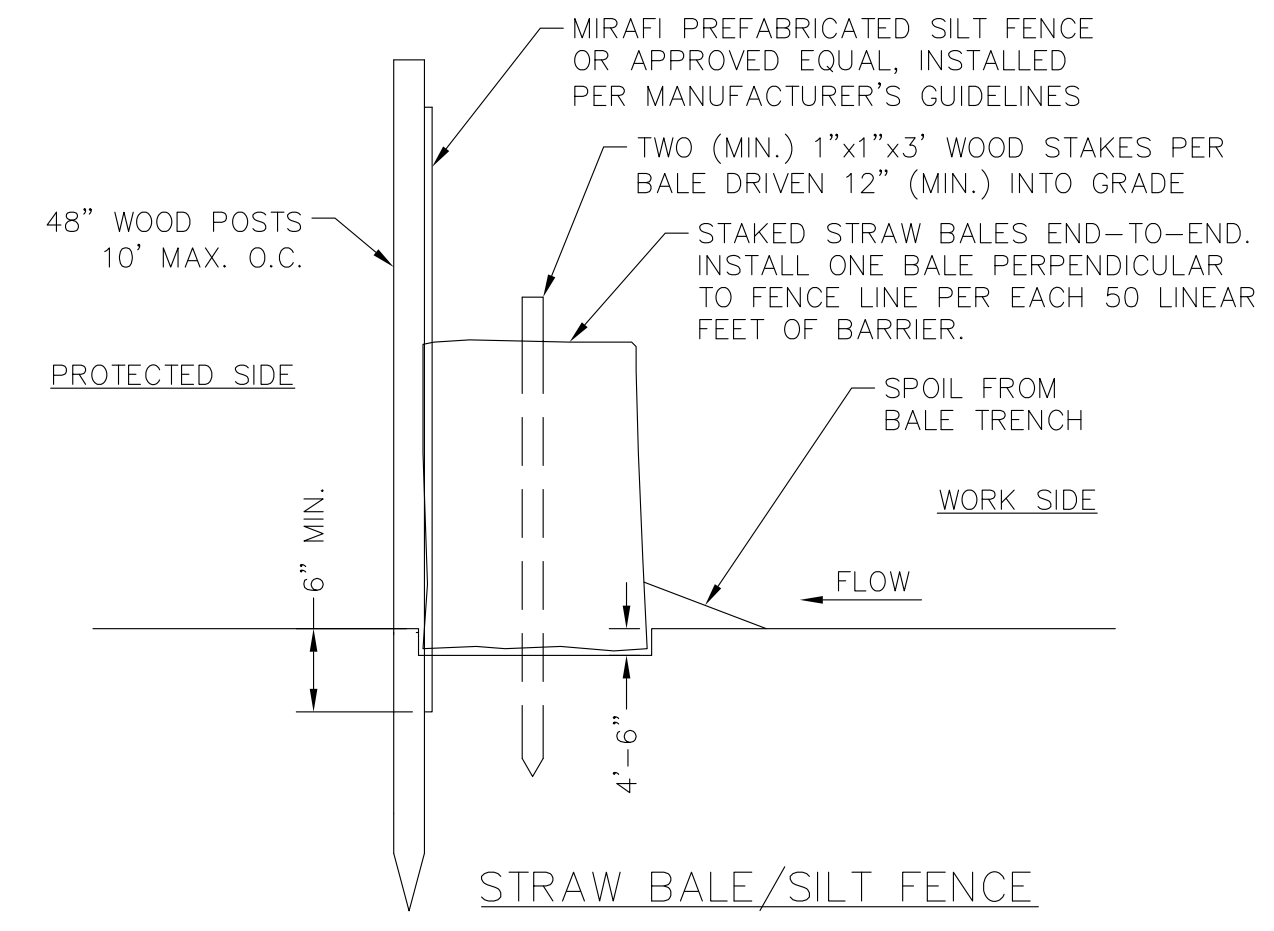
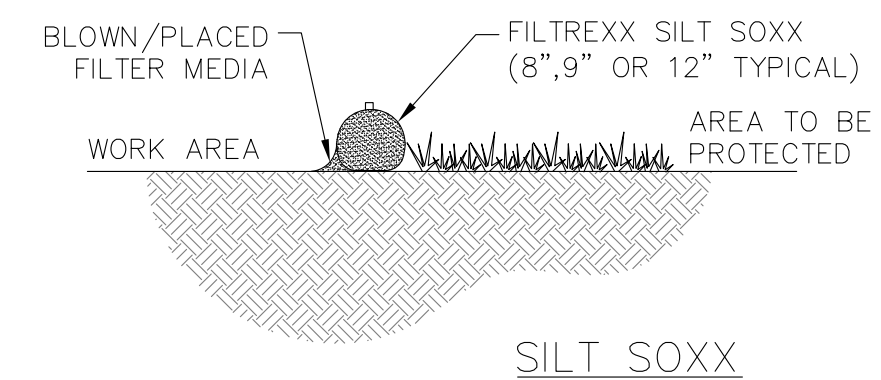
D-4



PLANTING DETAIL

SCALE: NONE

- NOTES:
- USE SILT SOXX WHERE CONDITIONS DO NOT ALLOW STAKES TO BE DRIVEN.
 - STRAW BALES TO BE TIED W/BIODEGRADABLE TWINE.
 - SILT SOXX FILL TO MEET FILTREXX SPECIFICATIONS AND APPLICATION REQUIREMENTS.
 - SILT SOXX COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.



EROSION CONTROL BARRIER

SCALE: NONE

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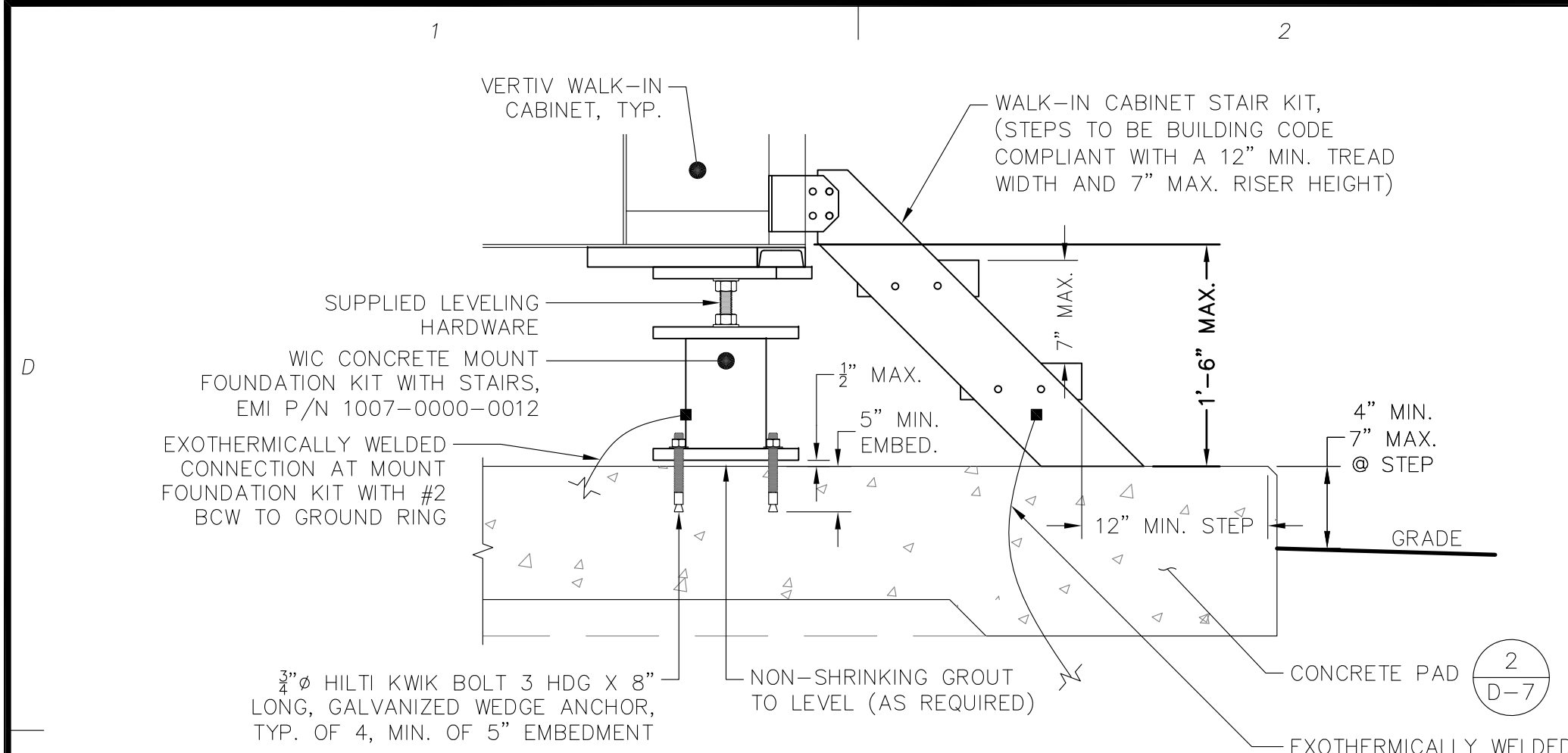
APPLICANT:

STAMP:

DATE: 07/06/20
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CHECK: JMM/TEJ
SCALE: SEE PLAN
JOB NO.: 18-040
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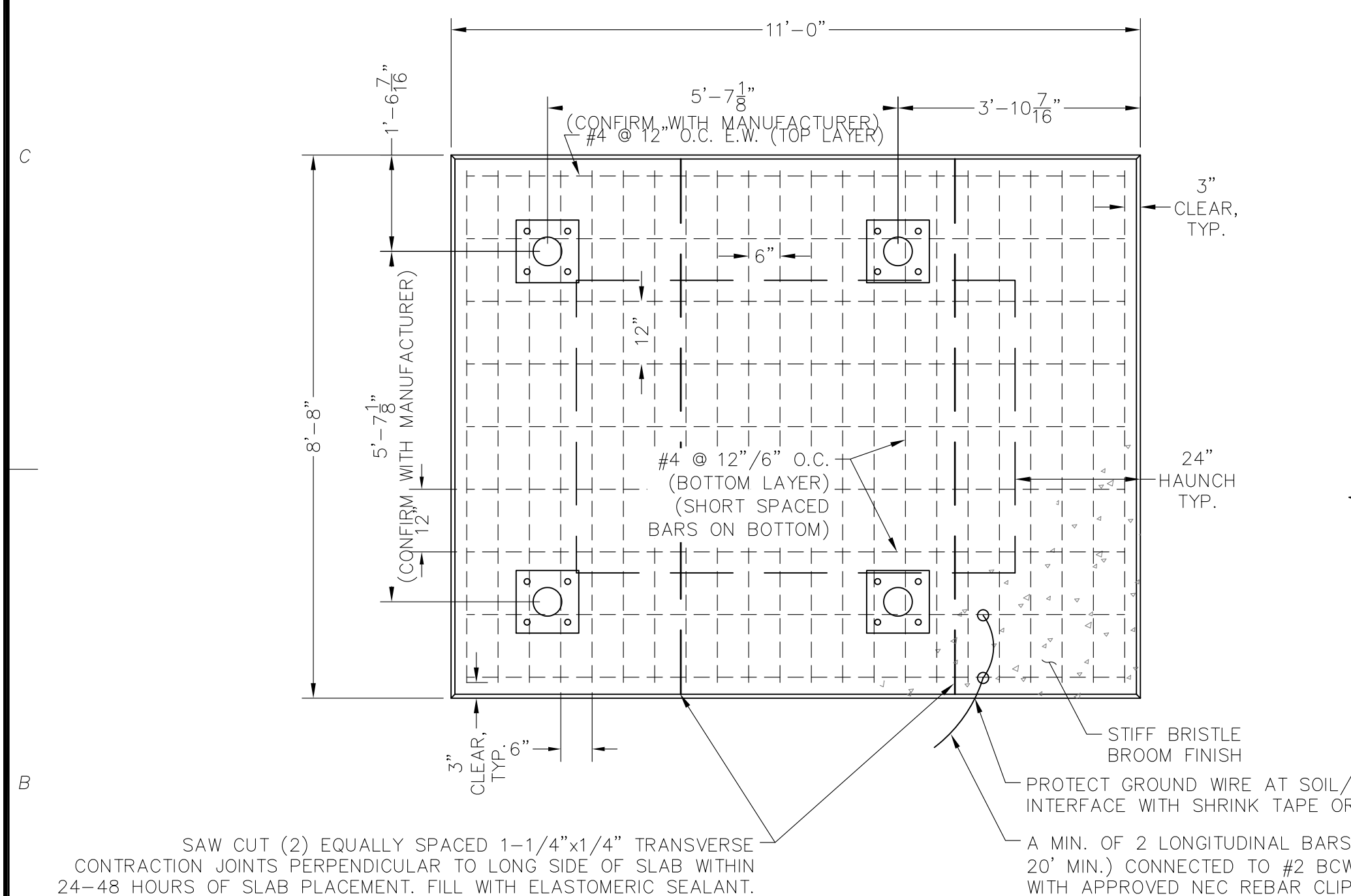
DETAILS

D-6

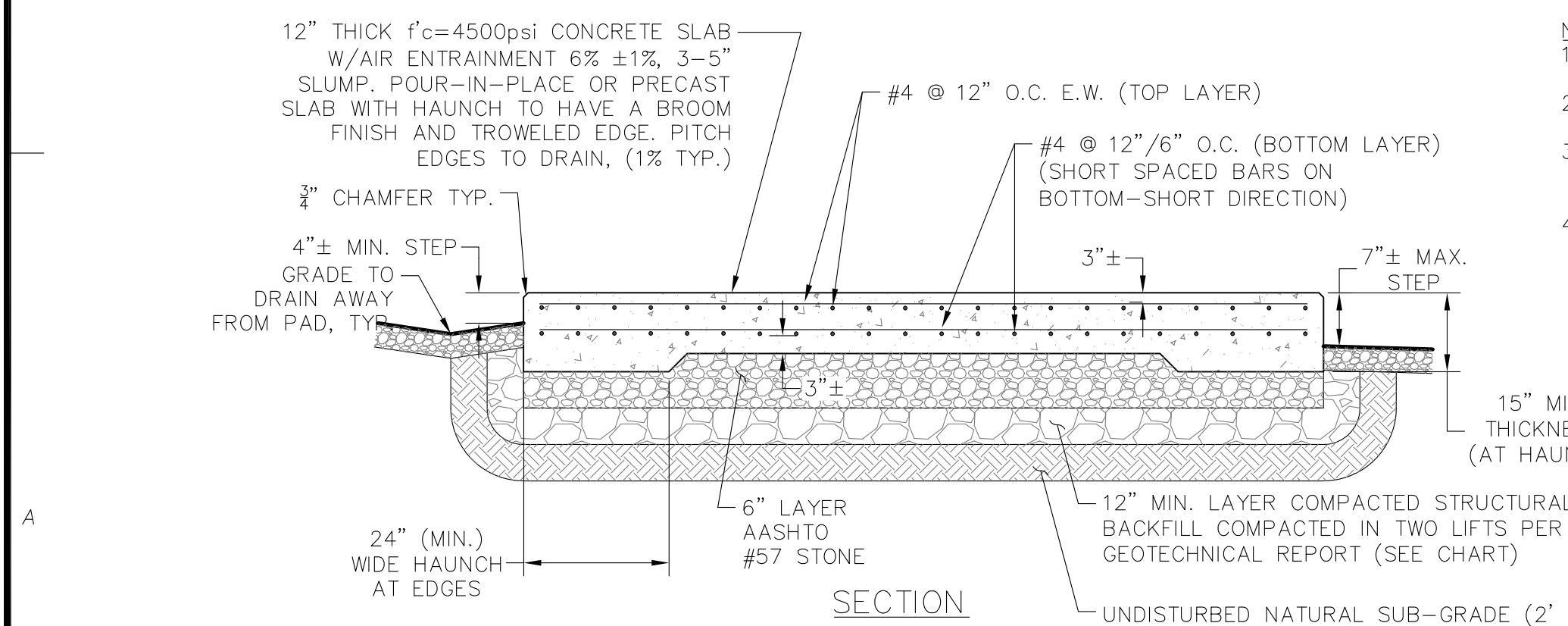


STAIRS & CABINET MOUNT
SCALE: N.T.S.

1
D-7



BOTTOM BAR PLAN



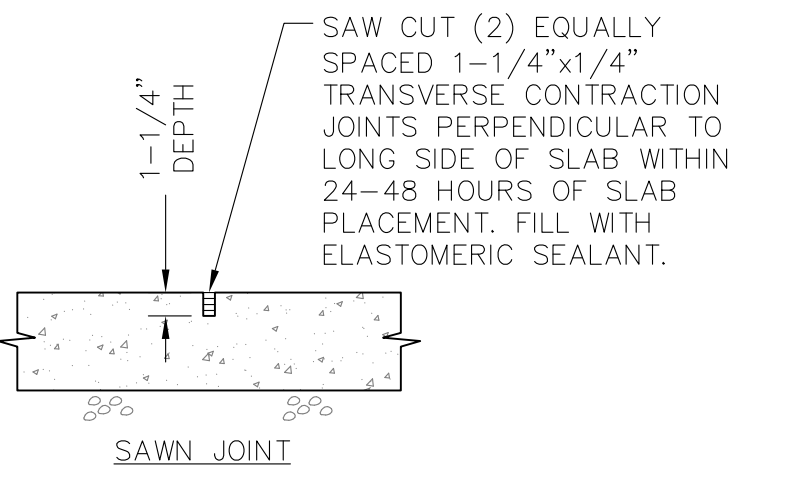
SECTION

WALK IN CABINET (WIC)
CONCRETE PAD DETAIL
SCALE: N.T.S.

2
D-7

CONCRETE PAD NOTES

- FOUNDATIONS TO BE CONSTRUCTED ON UNDISTURBED SUBGRADE WITH MINIMUM BEARING CAPACITY OF 2500 PSF (1.25 TSF). ENGINEER IS TO BE NOTIFIED IMMEDIATELY IF UNSUITABLE MATERIALS ARE PRESENT.
- BEARING SHIMS, TIE-DOWN PLATES AND ASSOCIATED INSTALLATION ANCHORS PROVIDED BY SHELTER MANUFACTURER. CONTRACTOR SHALL VERIFY ALL SHIM & TIE-DOWN QUANTITIES AND LOCATIONS WITH SHELTER MANUFACTURER PRIOR TO PERFORMING WORK.
- SLAB/TOP OF WALL TOLERANCE IS 1/4"±
- PER NEC REQUIREMENTS, THE REBAR IN FOUNDATION AND FOOTING SHALL BE BONDED TO GROUND RING WITH A #2 AWG SOLID CONDUCTOR USING LISTED AND APPROVED METHODS.
- PROVIDE PVC SLEEVES FOR UTILITY CONDUIT PASSAGE THROUGH FOUNDATION OR CAST CONDUITS IN PLACE. REFER TO ELECTRICAL DRAWINGS FOR CONDUIT SIZES AND QUANTITIES.
- BEARING MEDIUM TO CONSIST OF DENSE GRANULAR MATERIAL OR COMPACTED GRAVEL FILL (95% COMPACTION).
- SUBGRADE AND FILL SHALL CONSIST OF CLEAN SOIL. NO DELETERIOUS MATERIALS OR ORGANICS TO BE USED.
- USE GALVANIZED ANCHORS AS SPECIFIED BY SHELTER MANUFACTURER FOR EQUIPMENT ANCHORAGE.
- FOR SIZE AND LOCATION OF ANCHORS AND OTHER REQUIREMENT, SEE EQUIPMENT VENDOR DRAWINGS.



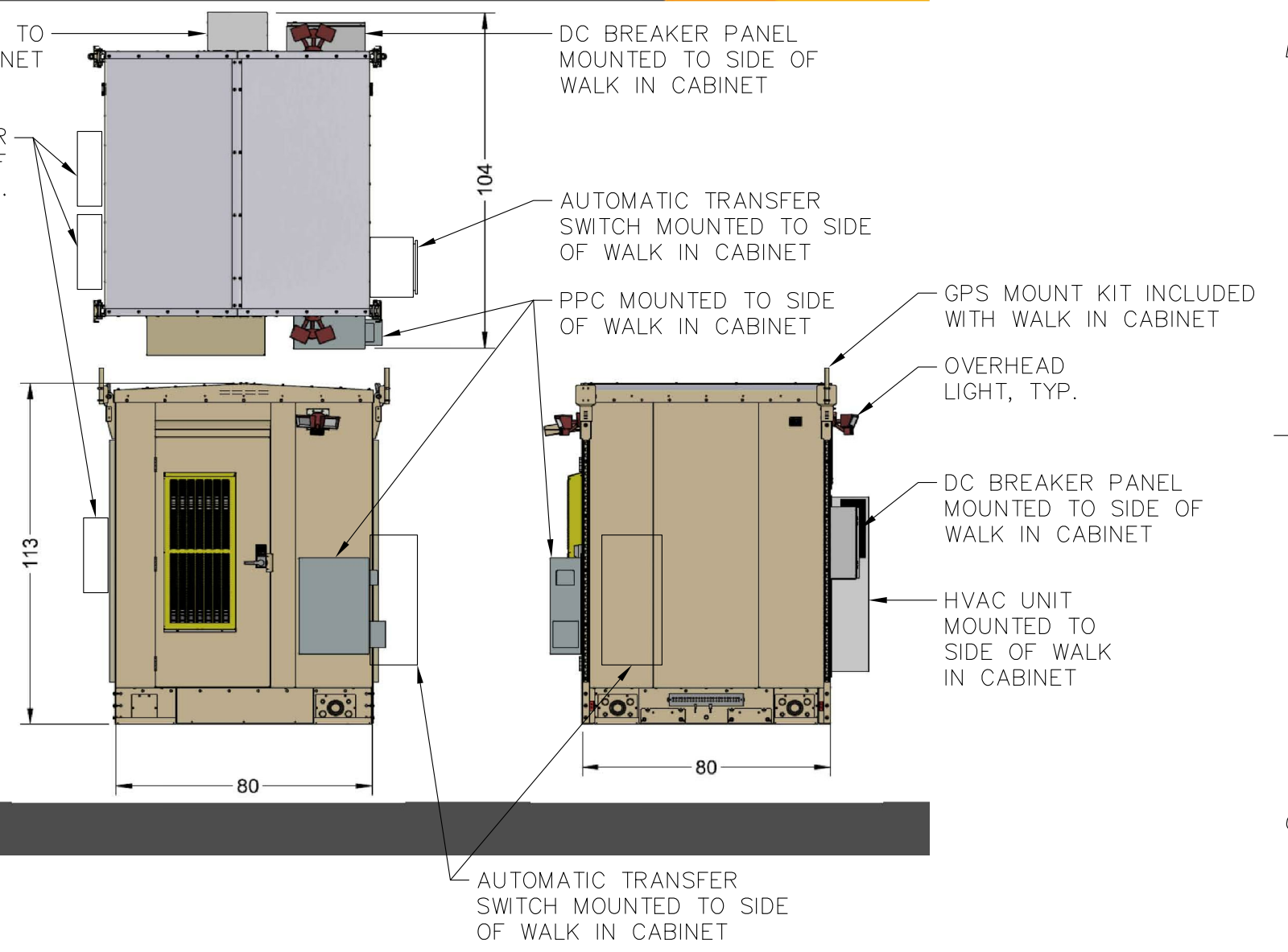
- NOTES:
- BEARING STRATA MEDIUM TO DENSE INSET GRANULAR MATERIAL OR COMPACTED FILL. 95% COMPACTION.
 - SUBGRADE AND FILL SHALL CONSIST OF CLEAN SOIL. NO DELETERIOUS MATERIALS OR ORGANICS TO BE USED.
 - CONCRETE FORM WORK SHALL BE CONSTRUCTED USING NOMINAL SIZE LUMBER OR FORMING PANELS. STRIP AND REMOVE UPON COMPLETION.
 - SEE CONCRETE NOTES ON GN-1.

MASSDOT M1.03.0 TYPE C		
SIEVE SIZE	% PASSING (BY WEIGHT)	
1/2"	50-85	
#4	40-75	
#50	8-28	
#200	0-10	
MAX. SIZE 2" DIA.		

SMARTMOD UE - PRODUCT CONFIGURATION
6 X 6 WALK IN CABINET - ASSEMBLY DRAWING

- External Dimensions
 - 80" x 80" x 113"
- Internal Dimensions
 - 72" x 72" x 105"
- NEQ 19737 (includes below)

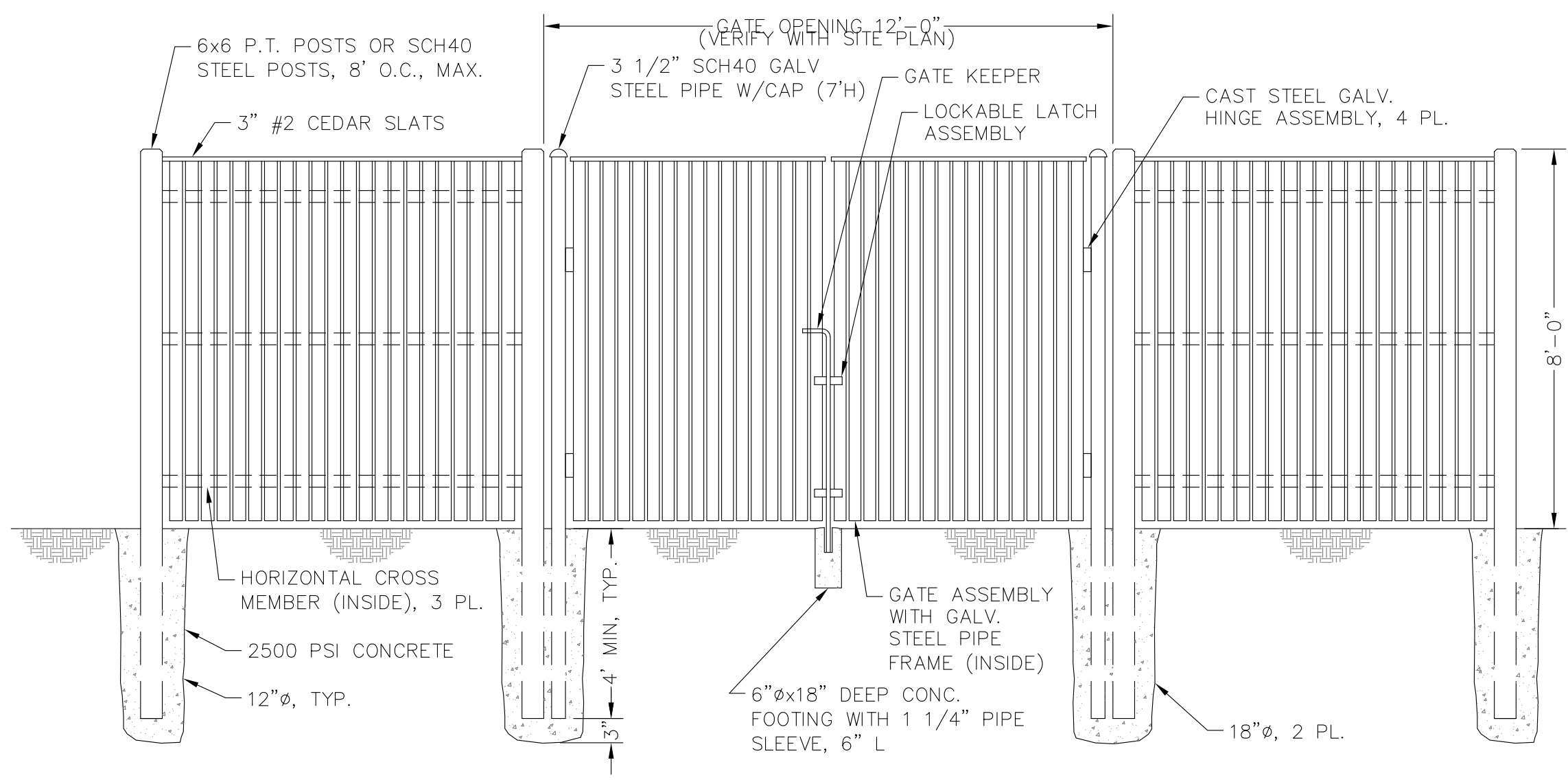
Component	Description
F2017012-WIC	ATT 6X6 WIC with labor. DC power system, Schrofftech DAC, Marvair HVAC Integration.
582127000103	NS72L-48V@1KA, +24V@520A, 3 BAT TRAYS@STD
PTLC-12200-MTS	120/240, 200A 1PH; MTS; Strikesorb; 42-Pos SqD Panelboard; 40hX30Wx10D NEMA Type 3R; ICL CamLock Panel and Utility voltage monitor and dry relay contact alarm for 120/240, 200A 1PH MP Series
AF000135	Direct Air Cooling unit - Lead Lag HVAC Controller/with Smoke Detector
PTS3703-WIC-WOF	Rack CommBay-WIC-With Fiber Panel
PTS3704-WIC-WF	Rack CommBay-WIC-With Fiber Panel
ECUA12ACA0365-A5-100	1 TON WALL MOUNTED HVAC, supply & return grille and commstat controller and remote sensor
D1000-0010-0066	WIC Hut Platform Kit - (1) 80" x 80" Platform, (1) 2 Step Stair and (4) 6' x 7' Helical Foundation with Leveling Hardware.- Finish: Hot Dip Galvanized



EQUIPMENT (WIC) WALK IN CABINET

SCALE: NONE

3
D-7



STOCKADE FENCE

SCALE: NONE

4
D-7

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c/o SAI COMMUNICATIONS
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FRAMINGHAM, MA 01701

at&t
APPLICANT

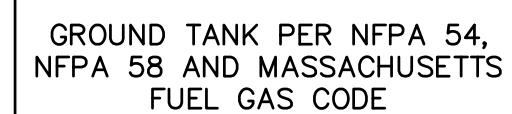
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JOB NO.: 18-040
SHEET TITLE:

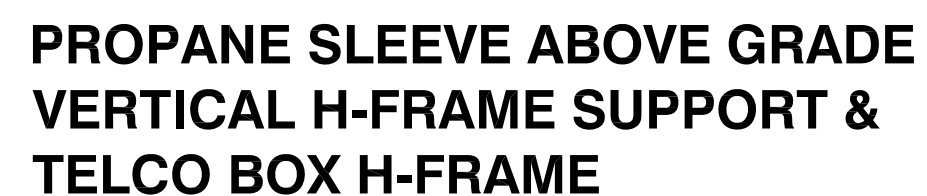
DETAILS

D-7

1. THE PROPANE SYSTEM IS SHOWN ON THIS DRAWING AS A SCHEMATIC ONLY. A LICENSED GAS FITTER SHALL OBTAIN ALL REQUIRED PERMITS AND CONSTRUCT IN ACCORDANCE WITH THE UTILITY PURVEYOR AND MASSACHUSETTS FUEL GAS CODE AS NECESSARY.
2. SEISMIC Tie DOWN KIT TO BE PROVIDED BY UTILITY PURVEYOR OR CONSULTED WITH THE ENGINEER PRIOR TO INSTALLATION.



SCALE: NONE



SCALE: NONE

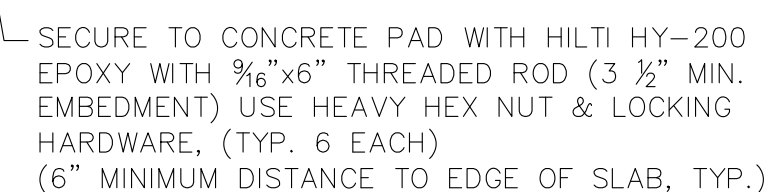
1. AT&T UNDERGROUND PROPANE LINE (DESIGN BY OTHERS, SIZED BY UTILITY PURVEYOR/PLUMBER FOR GENSET)
2. 1" CONDUIT TO PROPANE TANK FOR LOW LEVEL ALARM (CONTRACTOR TO COORDINATE ROUTE AND MATERIAL WITH CONSTRUCTION MANAGER) NOT SHOWN FOR CLARITY.
3. IF SECONDARY REGULATOR IS PROPOSED NEAR GENSET THAN 5' SETBACK TO IGNITION SOURCE IS REQUIRED.
4. DETAIL SHOWN IS FOR SCHEMATIC ONLY. PROPANE GAS SHALL BE INSTALLED BY A LICENSED GAS FITTER.



(E) EXISTING
(P) PROPOSED
(F) FUTURE



SCALE: NONE



SCALE: NONE

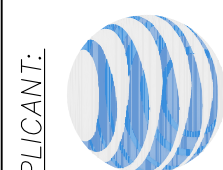
5

CLIENT:

[illegible]

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SITE NUMBER: MA1420
ADDRESS: 45 HOSPITAL ROAD
MEDFIELD, MA 02052**

**NEW CINGULAR WIRELESS
PCS, LLC ("AT&T")
c/o SAI COMMUNICATIONS
550 COCHITUATE ROAD
FRAMINGHAM, MA 01701**



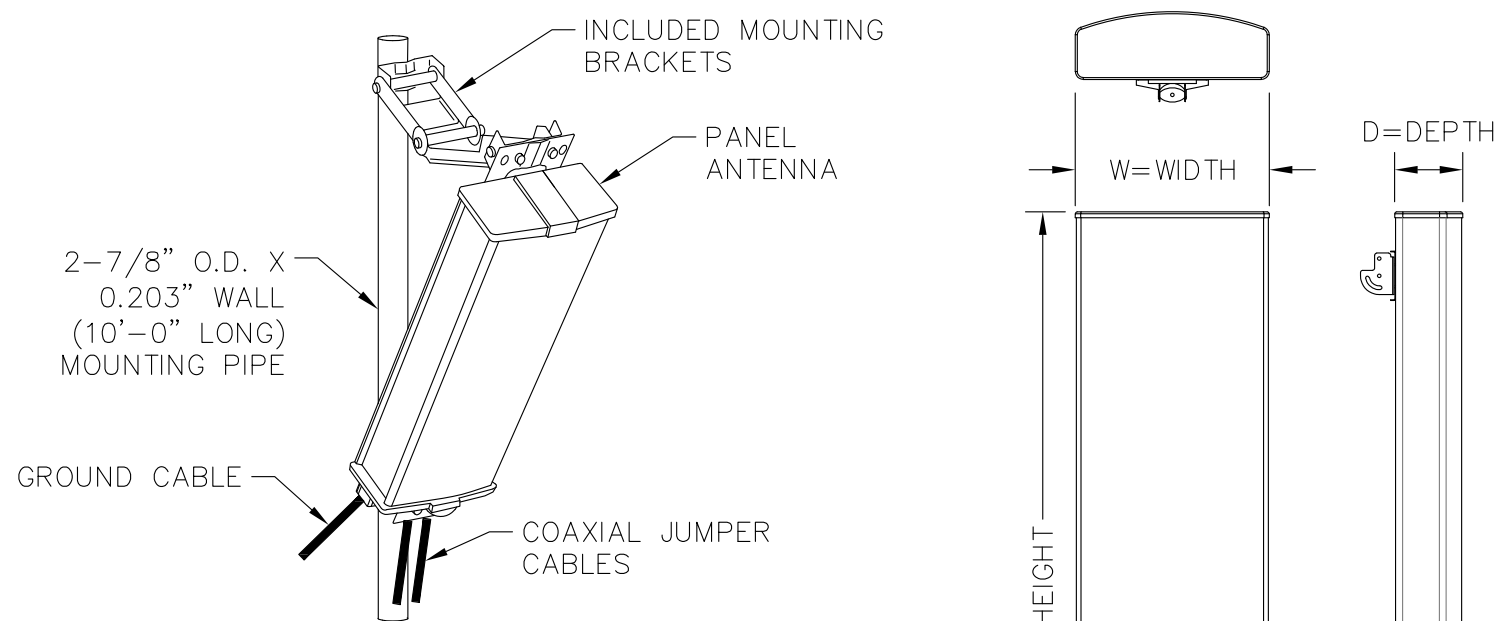
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SCALE:	SEE PLAN
JOB NO.:	18-040
SHEET TITLE:	

DETAILS

D-8

RF EQUIPMENT TABLE																					
BASED UPON RFDS DATED 03/06/2020 (REV3)																					
SECTOR	PANEL ANTENNAS					FROM REMOTE RADIO UNIT				REMOTE RADIO UNIT			FROM SURGE SUPPRESSOR					SURGE SUPPRESSOR	FROM WALK IN CABINET		
	AZIMUTH	QTY.	MAKE & MODEL	RAD. CENTER (AGL)	DOWNTILT	COAX. JUMPER QTY.	COAX JUMPER SIZE	COAX JUMPER LENGTH	RET QTY.	QTY.	MAKE & MODEL	A2 QTY.	DC QTY.	DC SIZE	FIBER QTY.	DC & FIBER LENGTH	QUANTITY	DC BUNDLE QTY.	FIBER TRUNK QTY.	FIBER & DC LENGTH	
ALPHA	25°	(P) 1 (P) 1	CCI TPA65R-BU6DA-K CMI DMP65R-BU6DA	132'	0°M/2°E 0°M/2°E	(P) 20 (F) 0	1/2" Ø	15'±	6	(P) 4 (F) 0	SEE DIAGRAM	-	(P) 6 (F) 0	#10 AWG PAIR	(P) 8 (F) 0	15'±	(P) 3	(P) 6	(P) 3	470'±	
BETA	120°	(P) 1 (P) 1	CCI TPA65R-BU6DA-K CMI DMP65R-BU6DA	132'	0°M/2°E 0°M/2°E	(P) 20 (F) 0	1/2" Ø	15'±	6	(P) 4 (F) 0	SEE DIAGRAM	-	(P) 6 (F) 0	#10 AWG PAIR	(P) 8 (F) 0	15'±				450'±	
GAMMA	270°	(P) 1 (P) 1	CCI TPA65R-BU6DA-K CMI DMP65R-BU6DA	132'	0°M/2°E 0°M/2°E	(P) 20 (F) 0	1/2" Ø	15'±	6	(P) 4 (F) 0	SEE DIAGRAM	-	(P) 6 (F) 0	#10 AWG PAIR	(P) 8 (F) 0	15'±				450'±	
GPS	N/A	1	TBD	12'	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	(1) 1/2"Ø COAX		30'±	

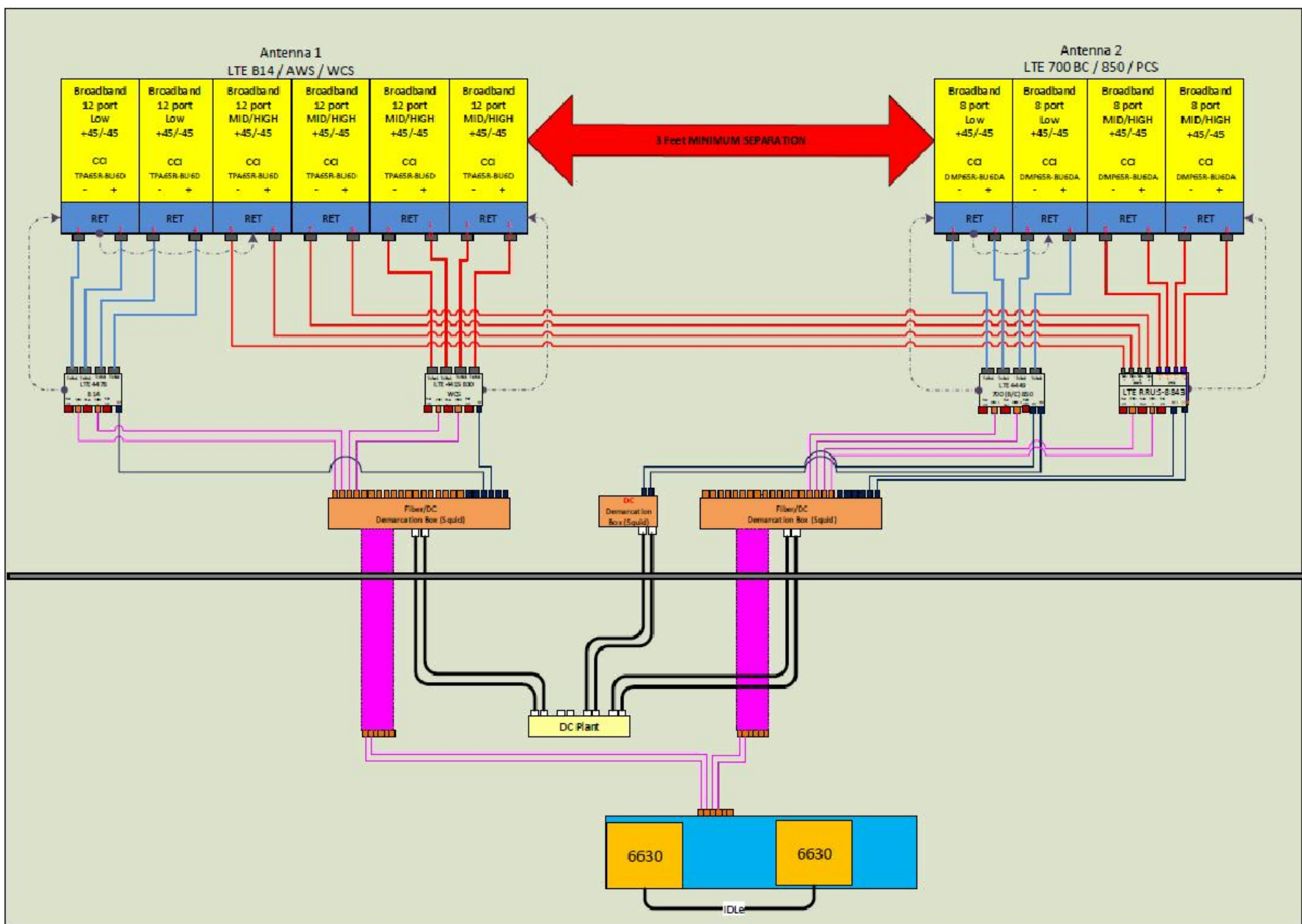


ANTENNA		
EQUIPMENT	DIMENSIONS	WEIGHT
MAKE: CCI MODEL: TPA65R-BU6DA-K	71.2"H x 20.7"W x 7.7"D	69± LBS.
MAKE: CCI MODEL: DMP65R-BU6DA	71.2"H x 20.7"W x 7.7"D	79± LBS.

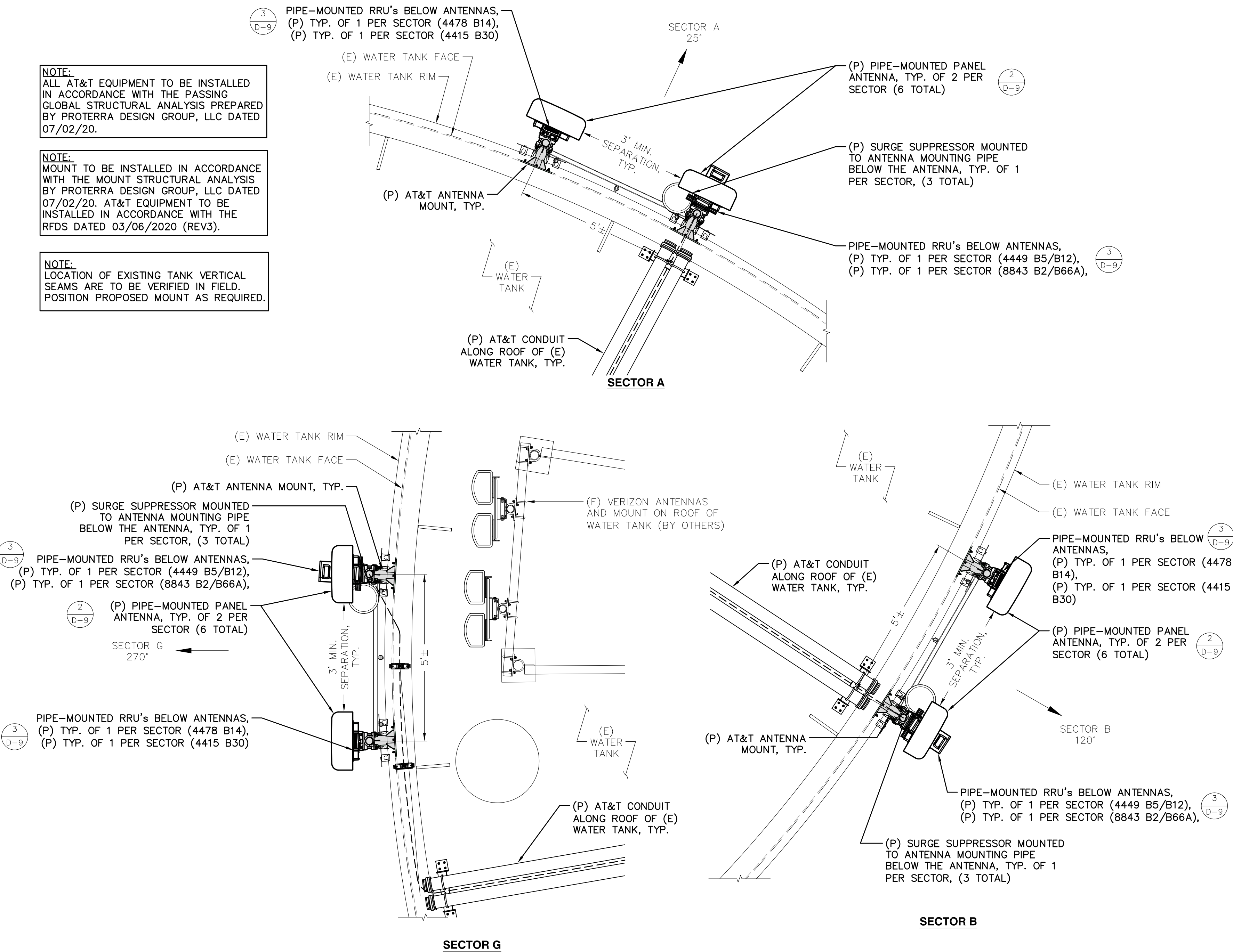
PANEL ANTENNA DETAIL
SCALE: NONE

RRU (REMOTE RADIO UNIT)		
EQUIPMENT	DIMENSIONS	WEIGHT
MAKE: (P) ERICSSON MODEL: LTE 4478 B14	18.1"H x 13.5"W x 8.3"D	60± LBS.
MAKE: (P) ERICSSON MODEL: LTE 4449 B5/B12	17.9"H x 13.2"W x 9.4"D	71± LBS.
MAKE: (P) ERICSSON MODEL: LTE 8843 B2/B66A	15.0"H x 13.2"W x 11.1"D	72± LBS.
MAKE: (P) ERICSSON MODEL: LTE 4415 B30	15.0"H x 13.2"W x 5.4"D	47± LBS.

REMOTE RADIO UNITS DETAIL
SCALE: NONE



PLUMBING DIAGRAM
SCALE: NONE



(P) ANTENNA PLAN AT ANTENNA LEVEL

SCALE: 1"=2' (22x34)
1"=4' (11x17)

(E) EXISTING
(P) PROPOSED
(F) FUTURE

ProTerra
DESIGN GROUP, LLC

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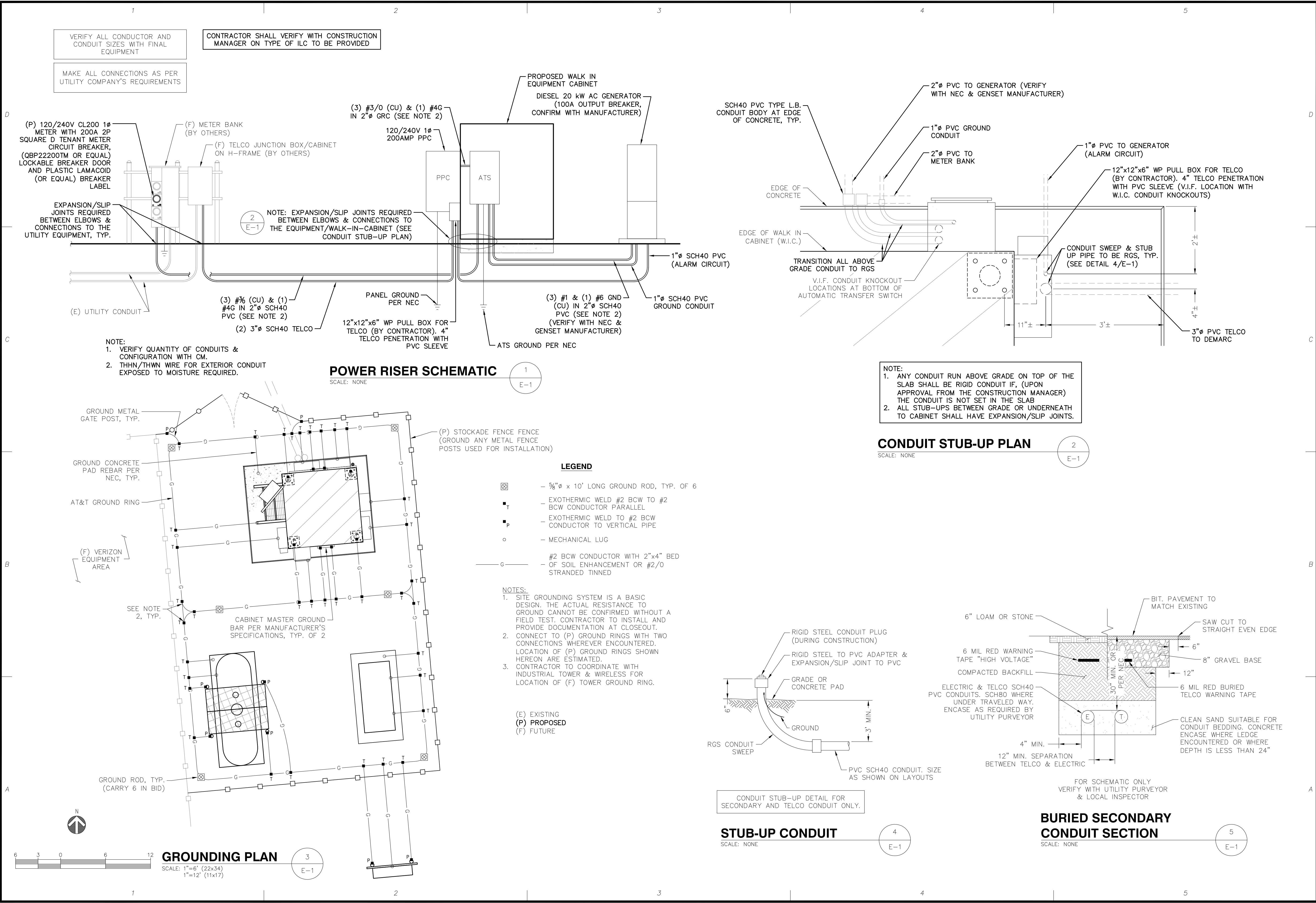
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DETAILS

D-9

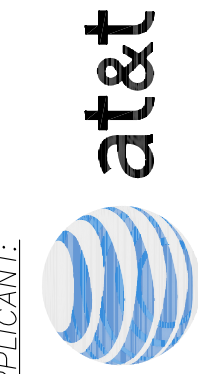


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SHEET TITLE:

ELECTRICAL &
GROUNDING
DETAILS

E-1

EXHIBIT C

EXISTING TENANTS

1. Verizon Wireless

EMERGENCY ALERTS

Coronavirus Update

Stay informed about COVID-19: Latest on cases, guidance, regulations *Aug. 28th, 2020, 9:00 am*

[Read more](#) ▶

Travel Order: Requirements for individuals entering Massachusetts *Aug. 1st, 2020, 12:00 am*

[Read more](#) ▶

Reopening Massachusetts: Learn more about the phased approach *Aug. 7th, 2020, 12:00 pm*

[Read more](#) ▶

HIDE ALERTS



Mass.gov

PRESS RELEASE

Baker-Polito Administration Awards \$13 Million in Green Communities Grants

103 Communities Receive Funds for Energy Efficiency and Clean Energy Projects

FOR IMMEDIATE RELEASE:

8/27/2020

Massachusetts Department of Energy Resources

MEDIA CONTACT

Eric Noreen, Communications Director

Phone

6176267307 (tel:6176267307)

Online

eric.noreen@mass.gov (mailto:eric.noreen@mass.gov)

BOSTON — The Baker-Polito Administration today awarded \$13,000,558 in Green Communities competitive grants to 103 municipalities across Massachusetts to fund clean energy projects. With today's announcement, the Department of Energy Resources (DOER) has awarded over [\\$136 million \(/orgs/green-communities-division\)](/orgs/green-communities-division) to Green Communities in Designation Grants and Competitive Grants since 2010.

"The Green Communities program continues to make significant progress in helping municipalities reduce their carbon footprint and save on energy costs," **said Governor Charlie Baker**. "Our administration is committed to supporting clean energy and energy efficiency efforts that make the Commonwealth's cities and towns cleaner, healthier, and more affordable places to live."

"As we work to meet our net zero by 2050 emissions goals, the Green Communities program gives our dedicated municipal partners the resources they need to continue making progress in increasing energy efficiency and lowering energy costs," **said Lieutenant Governor Karyn Polito**. "We look forward to seeing the continued growth in energy innovation and energy savings that these grants will enable in towns and cities across the Commonwealth."

Under the Green Communities Act, cities and towns must meet [five criteria \(/guides/becoming-a-designated-green-community\)](/guides/becoming-a-designated-green-community) to be designated a Green Community and receive funding. [271 Massachusetts cities and towns \(/doc/map-of-271-gcs-and-grant-summaries/download\)](/doc/map-of-271-gcs-and-grant-summaries/download) have earned the Green Communities designation, which accounts for 84 percent of the Commonwealth's population.

This ninth annual round of DOER Green Communities competitive grants is awarded to existing Green Communities that have successfully invested their initial designation grants and previous competitive grant awards. The grants provide financial support for energy efficiency and renewable energy projects that further the designated communities' clean energy goals. Grants are capped at \$200,000 per municipality. Funding for these grants is available through proceeds from carbon allowance auctions under the Regional Greenhouse Gas Initiative (RGGI).

"The Green Communities program helps cities and towns make important investments at the local level to combat climate change by reducing emissions," **said Energy and Environmental Affairs Secretary Kathleen Theoharides**. "Air-source heat pumps, ventilation system upgrades, and electric vehicle charging stations are just some of the exciting new projects that these grants will fund in order to increase energy efficiency and clean energy innovation in municipalities across the state."

"Municipalities play a crucial role in achieving the Governor's ambitious net zero by 2050 emissions target," () **said Department of Energy Resources Commissioner Patrick Woodcock**. "Today's announcement is a testament to the hard work and dedication of both the Green Communities team and the many hardworking and dedicated municipal partners across the state who successfully implement these projects that lower energy costs and provide long-term greenhouse gas savings."

The grants announced today fund a range of projects from ventilation system upgrades and high efficiency lighting to the installation of insulation and energy management systems at municipal buildings and facilities. Also included are the installations of air-source heat pumps, hybrid police cruisers, and electric vehicle charging stations.

The following municipalities received grant awards:

Acton	\$99,411	Hopkinton	\$196,521	Salem	\$76,872
Acushnet	\$153,358	Lancaster	\$200,000	Scituate	\$198,341

Agawam	\$177,396	Leicester	\$200,000	Shrewsbury	\$184,302
Amesbury	\$84,131	Leominster	\$68,490	Somerville	\$99,605
Amherst	\$125,998	Leverett	\$17,192	Southborough	\$200,000
Andover	\$146,770	Lexington	\$81,419	Springfield	\$200,000
Arlington	\$100,000	Lincoln	\$53,715	Stockbridge	\$13,053
Ashburnham	\$10,620	Littleton	\$200,000	Stoneham	\$200,000
Ashland	\$71,021	Lunenburg	\$69,361	Stoughton	\$195,554
Athol	\$22,036	Malden	\$165,365	Stow	\$70,697
Auburn	\$68,020	Marion	\$120,238	Sturbridge	\$176,918
Becket	\$31,600	Marshfield	\$200,000	Sudbury	\$96,686
Beverly	\$62,535	Mashpee	\$200,000	Tewksbury	\$68,382
Blackstone	\$38,340	Maynard	\$38,533	Tisbury	\$63,621
Blandford	\$110,764	Medfield	\$139,316	Uxbridge	\$200,000
Boxford	\$200,000	Medway	\$152,488	Ware	\$198,339

Canton	\$200,000	Merrimac	\$200,000	Warren	\$22,102
Chelmsford	\$100,000	Millbury	\$179,150	Warwick	\$86,564
Chelsea	\$200,000	Millis	\$183,582	Wayland	\$150,827
Cohasset	\$138,192	Millville	\$122,404	Wellesley	\$137,920
Dalton	\$30,030	Milton	\$81,898	Wellfleet	\$137,761
Dartmouth	\$200,000	Natick	\$100,000	Wenham	\$133,923
Deerfield	\$165,754	New Braintree	\$173,109	West Boylston	\$105,376
Dudley	\$191,170	New Salem	\$35,000	West Newbury	\$75,815
Duxbury	\$161,106	Newburyport	\$200,000	West Tisbury	\$12,500
Framingham	\$200,000	Newton	\$100,000	Westborough	\$153,876
Franklin	\$30,000	North Andover	\$125,686	Westfield	\$168,740
Gardner	\$17,896	Northbridge	\$164,274	Westford	\$95,000
Gill	\$53,400	Northfield	\$162,303	Weston	\$199,999
Granby	\$195,175	Pepperell	\$167,129	Westwood	\$100,000

Great_Barrington	\$163,725	Provincetown	\$138,350	Weymouth	\$194,661
Hamilton	\$112,816	Quincy	\$200,000	Whitman	\$9,000
Hanover	\$93,864	Revere	\$173,602	Winchester	\$100,000
Holliston	\$173,701	Rockland	\$52,719	Woburn	\$100,000
		Rockport	\$183,454		

All Green Communities commit to reducing municipal energy consumption by 20 percent over five years. These commitments amount to collective savings of 2,534,787 MMBtu, energy use equivalent to heating and powering nearly 20,000 homes and reducing greenhouse gas (GHG) emissions by 233,640 tons, equivalent to taking over 45,000 cars off the road.

For additional information on awarded projects and funding amounts, please see [here](/orgs/green-communities-division) (</orgs/green-communities-division>).

###

Media Contact

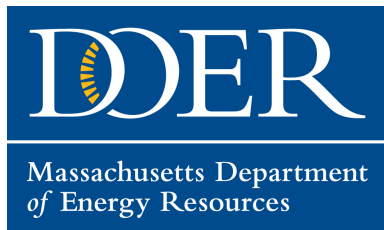
Eric Noreen, Communications Director

Phone

6176267307 (tel:6176267307)

Online

eric.noreen@mass.gov (mailto:eric.noreen@mass.gov)



Massachusetts Department of Energy Resources

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Mass. Department of Energy Resources'
2020 Competitive Grant Awards

Municipality	Grant Award	Region	Description of Projects Funded
Acton	\$99,411	Central	to fund energy conservation measures, LED lighting, retro-commissioning, hybrid vehicle purchase, and EV charging station, in municipal facilities including Parker Damon Building, RJ Grey Jr High School, Acton-Boxborough RHS and other buildings, and town vehicle fleet and infrastructure
Acushnet	\$153,358	Southeast	to fund energy conservation measures, LED lighting, interior, exterior and controls, in municipal facilities including Elementary School and Ford Middle School
Agawam	\$177,396	Western	to fund energy conservation measures, LED lighting, EC motors, evaporator fan controls, cooler miser, and VFDs, in municipal facilities including High and Junior High Schools
Amesbury	\$84,131	Northeast	to fund energy conservation measures, fan motor VFDs, demand control ventilation, and DDC upgrade on rooftop air handlers, in municipal facilities including Middle, High, and Cashman Schools
Amherst	\$125,998	Western	to fund energy conservation measures, LED lighting and idle reduction technology for vehicles, in municipal facilities including Munson Library, Police, Town Hall, and town vehicle infrastructure
Andover	\$146,770	Northeast	to fund energy conservation measures, LED lighting, in municipal facilities including Collins Center and West Middle School
Arlington	\$100,000	Northeast	to fund energy conservation measures, LED lighting, in municipal facilities including Hardy and Peirce Schools
Ashburnham	\$10,620	Central	to fund energy conservation measures, demand flow control system and hybrid vehicle purchase, in municipal facilities including Stevens Memorial Library and town vehicle fleet
Ashland	\$71,021	Northeast	to fund energy conservation measures, LED lighting and EV charging station, in municipal facilities including Town Hall and town vehicle infrastructure
Athol	\$22,036	Western	to fund energy conservation measures, EV charging station and LED lighting, in municipal facilities including Miller's River Environmental Center, Animal Control Facility, and town vehicle infrastructure
Auburn	\$68,020	Central	to fund energy conservation measures, AHU upgrade and VFDs, motors and control valves, in municipal facilities including Middle School
Becket	\$31,600	Western	to fund energy conservation measures, weatherization and heat pump, in municipal facilities including Fire Station #1 and #2
Beverly	\$62,535	Northeast	to fund energy conservation measures, EMS upgrade, in municipal facilities including Cove Elementary School
Blackstone	\$38,340	Central	to fund energy conservation measures, EV charging station, LED lighting and administrative assistance, in municipal facilities including Public Library and town vehicle infrastructure
Blandford	\$110,764	Western	to fund energy conservation measures, EMS, weatherization and administrative assistance, in municipal facilities including Town Offices and Library
Boxford	\$200,000	Northeast	to fund energy conservation measures, heat pump with fuel conversion and hybrid vehicle purchase, in municipal facilities including Town Hall and town vehicle fleet
Canton	\$200,000	Southeast	to fund energy conservation measures, EMS replacement and LED lighting, in municipal facilities including Town Hall, Hansen and Luce Elementary Schools
Chelmsford	\$100,000	Northeast	to fund energy conservation measures, LED lighting and weatherization, in municipal facilities including Town Offices and McCarthy Middle School
Chelsea	\$200,000	Northeast	to fund energy conservation measures, boiler replacement, DDC controls, VFD, LED lighting and energy battery storage system, in municipal facilities including City Hall and Senior Center
Cohasset	\$138,192	Southeast	to fund energy conservation measures, BMS controls integration, boiler and DHW boiler replacement, EV charging station, and administrative assistance, in municipal facilities including Middle/High School, Library, and town vehicle infrastructure
Dalton	\$30,030	Western	to fund energy conservation measures, LED lighting and administrative assistance, in municipal facilities including Senior Center, DPW Garage, and Cemetery Office
Dartmouth	\$200,000	Southeast	to fund energy conservation measures, heating system fuel conversion, LED lighting, and weatherization, in municipal facilities including Middle School, Smith Neck Recreation Center, Community TV, Oxford Creamery, and Council on Aging
Deerfield	\$165,754	Western	to fund energy conservation measures, LED streetlights, EV charging station, and hybrid vehicle purchase, in municipal facilities including town owned streetlights, town vehicle fleet and infrastructure
Dudley	\$191,170	Central	to fund energy conservation measures, VFD, EMS, LED lighting, weatherization, and administrative assistance, in municipal facilities including Elementary, Mason Road, and Middle Schools, and Municipal Complex
Duxbury	\$161,105	Southeast	to fund energy conservation measures, EV charging station, boiler replacement, and weatherization, in municipal facilities including Free Library, Alden and Chandler Schools, and town vehicle infrastructure
Framingham	\$200,000	Northeast	to fund energy conservation measures, refrigeration upgrade, heat recovery unit upgrade, kitchen hood controls rooftop unit upgrade and steam trap upgrade, in municipal facilities including Barbieri, Cameron Middle, Walsh Middle, and High School
Franklin	\$30,000	Central	to fund energy conservation measures, EV vehicle purchase and EV charging station, in municipal facilities including town vehicle fleet and infrastructure
Gardner	\$17,896	Central	to fund energy conservation measures, LED lighting, in municipal facilities including Crystal Lake and Snake Pond Water Treatment and Town Wastewater Treatment Plants
Gill	\$53,400	Western	to fund energy conservation measures, air source heat pump and EV charging station, in municipal facilities including Town Hall and town vehicle infrastructure
Granby	\$195,175	Western	to fund energy conservation measures, heat pump, LED lighting, hot water boiler controls, VFD, pumps, and administrative assistance, in municipal facilities including DPW Highway and Jr./Sr. High School

Mass. Department of Energy Resources'
2020 Competitive Grant Awards

Municipality	Grant Award	Region	Description of Projects Funded
Great Barrington	\$163,725	Western	to fund energy conservation measures, weatherization, LED lighting, and administrative assistance, in municipal facilities including Housatonic Community Center, Town Hall, and Police
Hamilton	\$112,816	Northeast	to fund energy conservation measures, LED lighting and administrative assistance, in municipal facilities including Public Safety Building and Hamilton Wenham RHS
Hanover	\$93,864	Southeast	to fund energy conservation measures, DCV with fan upgrade, LED lighting, and administrative assistance, in municipal facilities including Middle School
Holliston	\$173,701	Central	to fund energy conservation measures, LED lighting, lighting controls, weatherization, and boiler upgrade, in municipal facilities including Miller-Placentino Elementary and High Schools, Police and Pinecrest
Hopkinton	\$196,521	Central	to fund energy conservation measures, LED lighting, weatherization, EMS software, hybrid vehicle purchase, and EV charging station, in municipal facilities including
Lancaster	\$200,000	Central	to fund energy conservation measures, LED lighting, weatherization, and EMS, in municipal facilities including Thayer Memorial Library, Senior/Community Center and Police
Leicester	\$200,000	Central	to fund energy conservation measures, LED streetlights, LED interior and exterior lighting, weatherization, and administrative assistance, in municipal facilities including town owned streetlights, Senior Center, and High School
Leominster	\$68,490	Central	to fund energy conservation measures, mini-split heat pump and fuel conversion, in municipal facilities including Central St Fire Station
Leverett	\$17,192	Western	to fund energy conservation measures, LED streetlights and purchase, and LED lighting, in municipal facilities including town owned streetlights and Town Hall
Lexington	\$81,419	Northeast	to fund energy conservation measures, LED lighting, in municipal facilities including Bridge, Bowman, Harrington, and Fiske Elementary Schools and High School
Lincoln	\$53,715	Northeast	to fund energy conservation measures, mini-split heat pump and chill beam automation upgrades, in municipal facilities including Public Safety, DPW Offices, and Town Offices
Littleton	\$200,000	Central	to fund energy conservation measures, LED lighting, unit ventilator controls, and RTU and re-heat controls, in municipal facilities including High, Middle, Russell St Schools and Town Offices
Lunenburg	\$69,361	Central	to fund energy conservation measures, appliance replacement, LED lighting, boiler replacement, mechanical insulation, retro-commissioning, hybrid vehicle purchase, building operator certification training, and administrative assistance, in municipal facilities including Turkey Hill Elementary, Middle/High, Primary Schools, Senior Center, Ritter Memorial Administration Building, Public Library, DPW, Public Safety Building, Town Hall, Teen Center, and town vehicle fleet
Malden	\$165,365	Northeast	to fund energy conservation measures, boiler replacement and weatherization, in municipal facilities including Forestdale and Beebe Schools and Early Learning Center
Marion	\$120,238	Southeast	to fund energy conservation measures, heat pump with fuel conversion, weatherization, storm windows, unit heater with fuel conversion, LED lighting, and administrative assistance, in municipal facilities including Community Center, Music Hall, Library, Silvershell and Main Pumping Stations
Marshfield	\$200,000	Southeast	to fund energy conservation measures, LED lighting mechanical insulation, steam trap replacement, and administrative assistance, in municipal facilities including
Mashpee	\$200,000	Southeast	to fund energy conservation measures, retro-commissioning, and DHW system replacement, in municipal facilities including High and Quashnet Schools
Maynard	\$38,533	Central	to fund energy conservation measures, transformer and building operator certification training, in municipal facilities including Fowler Middle School
Medfield	\$139,316	Central	to fund energy conservation measures, retro-commissioning, weatherization, exterior LED lighting, steam trap repair, low flow aerators, lighting control panels, building operator certification training, and administrative assistance, in municipal facilities including High and Dale St Elementary Schools, Council on Aging, Public Library, and Town Hall
Medway	\$152,488	Central	to fund energy conservation measures, LED lighting, VFD, and hood damper, in municipal facilities including
Merrimac	\$200,000	Northeast	to fund energy conservation measures, air source heat pump, weatherization, and unit heater replacement, in municipal facilities including Fire and Senior Center
Millbury	\$179,150	Central	to fund energy conservation measures, LED lighting, in municipal facilities including Municipal Office Building, Library, Senior Center, Fire Dept #2 and Senior High School
Millis	\$183,582	Central	to fund energy conservation measures, LED lighting, weatherization, EMS expansion, and administrative assistance, in municipal facilities including Middle/High School, Town Hall, Fire, and Well #6 Pump Station
Millville	\$122,403	Central	to fund energy conservation measures, boiler replacement with fuel conversion, weatherization, LED lighting, and administrative assistance, in municipal facilities including Fire, Police and Elementary School
Milton	\$81,898	Northeast	to fund energy conservation measures, LED lighting, in municipal facilities including Public Library
Natick	\$100,000	Northeast	to fund energy conservation measures, LED lighting, interior and exterior and retro-commissioning, in municipal facilities including Police and Wilson Middle School
New Braintree	\$173,109	Central	to fund energy conservation measures, LED lighting, weatherization, and administrative assistance, in municipal facilities including Town Hall and Elementary School

Mass. Department of Energy Resources'
2020 Competitive Grant Awards

Municipality	Grant Award	Region	Description of Projects Funded
New Salem	\$35,000	Western	to fund energy conservation measures, walk-in freezer and weatherization, in municipal facilities including Swift River Elementary School
Newburyport	\$200,000	Northeast	to fund energy conservation measures, DCV improvements and LED lighting, in municipal facilities including High School and Library
Newton	\$100,000	Northeast	to fund energy conservation measures, LED lighting and controls, in municipal facilities including South High School and Water Dept.
North Andover	\$125,686	Northeast	to fund energy conservation measures, LED lighting and weatherization, in municipal facilities including Middle, High and Elementary Schools and Library
Northbridge	\$164,274	Central	to fund energy conservation measures, LED lighting, VAV control replacement and administrative assistance, in municipal facilities including High and Middle Schools
Northfield	\$162,303	Western	to fund energy conservation measures, air source heat pump with fuel conversion, HVAC controls, hybrid vehicle purchase, and administrative assistance, in municipal facilities including Library, Elementary School, and town vehicle fleet
Pepperell	\$167,129	Central	to fund energy conservation measures, boiler replacement, LED lighting, and administrative assistance, in municipal facilities including Police and Nissitissit Middle School
Provincetown	\$138,350	Southeast	to fund energy conservation measures, chiller replacement with fuel conversion and administrative assistance, in municipal facilities including Town Hall
Quincy	\$200,000	Northeast	to fund energy conservation measures, LED lighting, in municipal facilities including Point Webster Middle School
Revere	\$173,602	Northeast	to fund energy conservation measures, LED lighting, weatherization, and variable speed drive, in municipal facilities including Beachmont School and T-Carroll Way Pump Station
Rockland	\$52,719	Southeast	to fund energy conservation measures, LED lighting and administrative assistance, in municipal facilities including Wastewater Treatment Plant
Rockport	\$183,454	Northeast	to fund energy conservation measures, LED lighting, UV controls, weatherization, building operator certification training, and administrative assistance, in municipal facilities including Middle/High School
Salem	\$76,872	Northeast	to fund energy conservation measures, hybrid vehicle purchase, appliance replacement, EV charging station, building operator certification training, and administrative assistance, in municipal facilities including Police Horace Mann Laboratory School, Witchcraft Heights Elementary School, and city vehicle fleet and infrastructure
Scituate	\$198,341	Southeast	to fund energy conservation measures, LED lighting, motor, and destratification fan, in municipal facilities including High and Wampatuck Elementary Schools, Town Library, Town Hall Wastewater Plant
Shrewsbury	\$184,302	Central	to fund energy conservation measures, RTU replacement, LED lighting and building operator certification training, in municipal facilities including Parker Road Preschool, High, Floral St and Oak Middle Schools
Somerville	\$99,605	Northeast	to fund energy conservation measures, LED lighting and controls, steam trap survey and repair and building operator certification training, in municipal facilities including Argenziano School and DPW Works Campus
Southborough	\$200,000	Central	to fund energy conservation measures, VFD, motors, LED lighting and administrative assistance, in municipal facilities including Neary, Finn Elementary, Trotter and Woodward Schools, and Library
Springfield	\$200,000	Western	to fund energy conservation measures, boiler, pump and DHW upgrade, in municipal facilities including Facilities Management
Stockbridge	\$13,053	Western	to fund energy conservation measures, LED lighting, in municipal facilities including Wastewater Treatment Plant
Stoneham	\$200,000	Northeast	to fund energy conservation measures, air source heat pump with fuel conversion, LED lighting, and weatherization, in municipal facilities including DPW Offices, Town Hall, Robinhood Elementary School and Police
Stoughton	\$195,554	Southeast	to fund energy conservation measures, LED lighting, interior and exterior, boiler replacement, motors and drives, and administrative assistance, in municipal facilities including DPW Complex, Gibbons and Hansen Elementary Schools, O'Donnell Middle School, Town Hall, and Cedar Hill Golf Course
Stow	\$70,697	Central	to fund energy conservation measures, HVAC unit replacement and LED lighting, in municipal facilities including Highway Dept and Town Building
Sturbridge	\$176,918	Central	to fund energy conservation measures, weatherization, LED lighting, building operator certification training, hybrid vehicle purchase, and idle right devices, in municipal facilities including Public Library, Burgess Elementary School, and town vehicle fleet
Sudbury	\$96,686	Northeast	to fund energy conservation measures, VFD, pump replacement, and LED lighting, in municipal facilities including Goodnow Library and DPW
Tewksbury	\$68,382	Northeast	to fund energy conservation measures, LED lighting, in municipal facilities including Heath Brook Elementary School
Tisbury	\$63,621	Southeast	to fund energy conservation measures, hybrid vehicle purchase, EV charging station, heat pump with fuel conversion, and administrative assistance, in municipal facilities including DPW and town vehicle fleet and infrastructure
Uxbridge	\$200,000	Central	to fund energy conservation measures, retro-commissioning, motors and drives, LED lighting, building operator certification training, and administrative assistance, in municipal facilities including High and Whittin Schools
Ware	\$198,339	Western	to fund energy conservation measures, LED lighting, lighting controls, steam trap repairs, boiler upgrade, and weatherization, in municipal facilities including Town Hall, Middle and Elementary Schools, DPW, Town Offices, and Wastewater Treatment Plant
Warren	\$22,102	Western	to fund energy conservation measures, appliance replacements, hybrid vehicle purchase, EV charging station, and administrative assistance, in municipal facilities including Council on Aging and town vehicle fleet and infrastructure
Warwick	\$86,564	Western	to fund energy conservation measures, weatherization, energy management system, VFD, and administrative assistance, in municipal facilities including Community School

Mass. Department of Energy Resources'
2020 Competitive Grant Awards

Municipality	Grant Award	Region	Description of Projects Funded
Wayland	\$150,827	Northeast	to fund energy conservation measures, retro-commissioning, hybrid EV van upfit, hybrid vehicle purchase, LED lighting, building operator certification training, and administrative assistance, in municipal facilities including High and Middle Schools and town vehicle fleet
Wellesley	\$137,920	Northeast	to fund energy conservation measures, exterior and interior LED lighting, hybrid vehicle purchase and administrative assistance, in municipal facilities including High School and town vehicle fleet
Wellfleet	\$137,761	Southeast	to fund energy conservation measures, heat pump water heater, EMS, LED lighting, VFD and motors, in municipal facilities including Council on Aging, Elementary School, Library, and Town Hall
Wenham	\$133,923	Northeast	to fund energy conservation measures, LED lighting, retro-commissioning, steam trap repair, and administrative assistance, in municipal facilities including Library, Iron Rail Building, Boy Scout Barn (Iron Rail) and Council on Aging
West Boylston	\$105,376	Central	to fund energy conservation measures, exterior LED lighting, VFD, weatherization, and administrative assistance, in municipal facilities including Library and Outdoor Sports Facilities
West Newbury	\$75,815	Northeast	to fund energy conservation measures, DDC for EMS system and hybrid vehicle purchase, in municipal facilities including Town Office Building and town vehicle fleet
West Tisbury	\$12,500	Southeast	to fund energy conservation measures, hybrid vehicle purchase and EV charging station, in municipal facilities including town vehicle fleet and infrastructure
Westborough	\$153,876	Central	to fund energy conservation measures, LED lighting and hybrid vehicle purchase, in municipal facilities including Armstrong Elementary School, Town Hall, Senior Center, Fire, and town vehicle fleet
Westfield	\$168,740	Western	to fund energy conservation measures, LED lighting and administrative assistance, in municipal facilities including Vocational School, Fire HQ, Southampton Rd Fire Station, and High, Munger Hill and Papermill Elementary Schools
Westford	\$95,000	Northeast	to fund energy conservation measures, DDC on ventilation units and LED lighting, in municipal facilities including Westford Academy and Blanchard School
Weston	\$199,999	Northeast	to fund energy conservation measures, interior and exterior LED lighting, in municipal facilities including Library, Town Hall, Fire HQ, Fire #2, Woodland, Country, Middle, and High Schools, Community Center, and DPW
Westwood	\$100,000	Northeast	to fund energy conservation measures, unit ventilator conversion, in municipal facilities including Thurston Middle School
Weymouth	\$194,661	Southeast	to fund energy conservation measures, LED lighting, transformer, weatherization, and administrative assistance, in municipal facilities including Adams Middle, Pingree, Murphy and High Schools
Whitman	\$9,000	Southeast	to fund energy conservation measures, hybrid vehicle purchase and appliance replacement, in municipal facilities including Council on Aging, Fire, and town vehicle fleet
Winchester	\$100,000	Northeast	to fund energy conservation measures, LED lighting, weatherization, and destratification fans, in municipal facilities including Ambrose Elementary School and Town Hall
Woburn	\$100,000	Northeast	to fund energy conservation measures, air source heat pumps and weatherization, in municipal facilities including Senior Center

\$13,000,559

Real Estate Services Technical Assistance FY21 Call for Proposals

MassDevelopment's Real Estate Services Department seeks proposals from cities and towns seeking to address specific economic development challenges. Proposals will be accepted through September 4, 2020.

About MassDevelopment's Real Estate Services Technical Assistance Program

Working closely with municipal officials, planners, local stakeholders and others, the Real Estate Services team provides technical assistance to address site-specific and/or district-wide economic development challenges through creative solutions and clear, implementable action steps. Real Estate project managers provide in-house expertise and work with "house doctor" consultants to complete each project. Staff are located in each region of the Commonwealth and understand the unique assets and challenges of each area. Please visit the Real Estate Services [Technical Assistance website](#) for examples of recently completed projects.

Real estate services technical assistance awards may range from approximately \$5,000 to \$50,000. MassDevelopment encourages monetary contributions from the municipality, community or regional development organizations, or other outside entities on all projects, but will require a monetary contribution for projects that applicants expect to exceed \$50,000 in services.

For questions about the call for proposals process, please contact Christine Madore, Vice President Real Estate Services, at cmadore@massdevelopment.com or 617-330-2053. To contact your regional MassDevelopment Real Estate Services staff person, please refer to this [map](#).

Selection Process and Timeline

Proposals must meet one or more of the eligibility criteria outlined in the below section. MassDevelopment's Real Estate Services Department will also evaluate proposals and make awards based on the following criteria:

- o Availability of budget and appropriate house doctor consultants
- o Regional team capacity
- o Municipal commitment to work in partnership with MassDevelopment on the project
- o Municipal capacity to implement and advance next steps upon completion of work

Proposals will be accepted through September 4, 2020. All Massachusetts municipalities are eligible to apply. We anticipate that applicants will be contacted by a member of the Real Estate Services Team about their proposal in October. The timing for project commencement will be worked out with each successful applicant.

Repayment and Required Memorandum of Agreement

All applications for site or building specific assistance shall support publicly owned property. All site-specific assistance will also require repayment of funds if the municipality eventually disposes of the site. All municipalities that receive Real Estate Services Technical Assistance awards shall sign a Memorandum of Agreement with MassDevelopment prior to project commencement. Please see the [Memorandum of Agreement Template Document](#) here. Section 6 specifically outlines details on repayment requirements and terms.

NOTE: Applicants have the ability to save their work before submitting. To do so, please select the button at the bottom right of the form. You will be given a unique url with which to access your in-progress application. You may copy this URL or email it to yourself through the online interface.

Eligibility Criteria

- ✓ Attract or retain jobs
- ✓ Create housing opportunities
- ✓ Result in the redevelopment of urban, blighted and/or surplus public property
- ☐ Help economically disadvantaged communities
- ✓ Advance smart growth
- ✓ Advance planning and **pre-development activities** to a point where the private sector is compelled to invest in the project area

To be eligible, your project must meet one or more of the eligibility criteria. Please check the appropriate boxes that apply to your proposed project.

Technical Assistance Opportunities

(Select one that applies)

Application Type

- ☐ Master Planning and Visioning for Sites and/or Districts
- ☐ Market Feasibility and Financial Analysis
- ☒ Surplus Property Reuse and/or Activation Assistance
- ☐ Local District Management Technical Assistance (e.g., District Improvement Financing, Businesses Improvement District)
- ☒ RFP/Q Development and Process Management
- ☐ Regional Economic Development Planning

Note: All applications for site-specific assistance shall support publicly owned property. In cases where the funding benefits a specific site or building, MassDevelopment services will be provided on a reimbursement basis pending the disposition of the property for reuse. District-focused efforts are eligible to apply for assistance, but city/town-wide planning efforts will not be considered.

If you have applied for resources for this project through other programs (either currently or in the past), please identify them and the status of the request.

In the Fall of 2017, the Town of Medfield received \$32,500 from the Executive Office of Energy & Environmental Affairs, Planning Assistance Grant Program under the “Zoning for Sustainable Housing Production” category for professional services to produce the draft zoning bylaw and design guidelines contained in the 2018 Medfield State Hospital (MSH) Strategic Reuse Master Plan (“Master Plan”).

The Town and a local non-profit organization, the Cultural Alliance of Medfield, have partnered on successful several grant applications moving the cultural facility portion of the Master Plan forward:

- 2015 - \$17,400 (MA Cultural Facilities Fund)
- 2018 - \$30,000 (MA Cultural Facilities Fund)
- 2019 - \$25,000 (Collaborative Workspace Program)

Please note that the Town is leasing certain property at the former MSH (the former Chapel and Infirmary building) to the Cultural Alliance. The development of these buildings and the cultural facility portion of the former MSH site are the responsibility of

the Cultural Alliance, not the Medfield State Hospital Development Committee (MSHDC).

This application for Technical Assistance is intended to support the efforts of the MSHDC to develop, distribute, and evaluate responses to a formal Request for Proposals (RFP) for redevelopment of the remaining MSH campus north of Hospital Road; no funds awarded pursuant to this application will be available to the Cultural Alliance or utilized in conjunction with their effort to develop the cultural facility. In Spring, 2019, the Town applied for Technical Assistance funds from MassDevelopment on behalf of MSHDC but the application was not selected for funding.

Applicant Details

Application Type

- ☒ Single-Entity Application
- ☐ Joint Application
- ☐ Joint applications from multiple cities/towns require a letter of support signed by all parties. This document should be uploaded as a PDF in the "Letter of Municipal Support" section below and ideally should be on the letterhead of the primary applicant entity. All joint applicant entities should be added as "Project Partners" using the button below.

Name of Municipality

Medfield MA

Primary Applicant Contact Information

Nicholas Milano

Assistant Town Administrator

nmilano@medfield.net

508-906-3011??

<http://www.town.medfield.net/556/Medfield-State-Hospital>

459 Main Street

Medfield, MA 02052

Joint Applicant Information

Is the municipality a Community Compact community?

- ☒ Yes
- ☐ No

Is the municipality a Gateway City?

- ☐ Yes
- ☒ No

Project Information

Project Name

Medfield State Hospital Reuse

Is this a site specific project?

- ☒ Yes
- ☐ No

Is there community support for this project?

- ☒ Yes
- ☐ No

Is this project consistent with recent local planning efforts?

- ☒ Yes
- ☐ No
- ☐ N/A

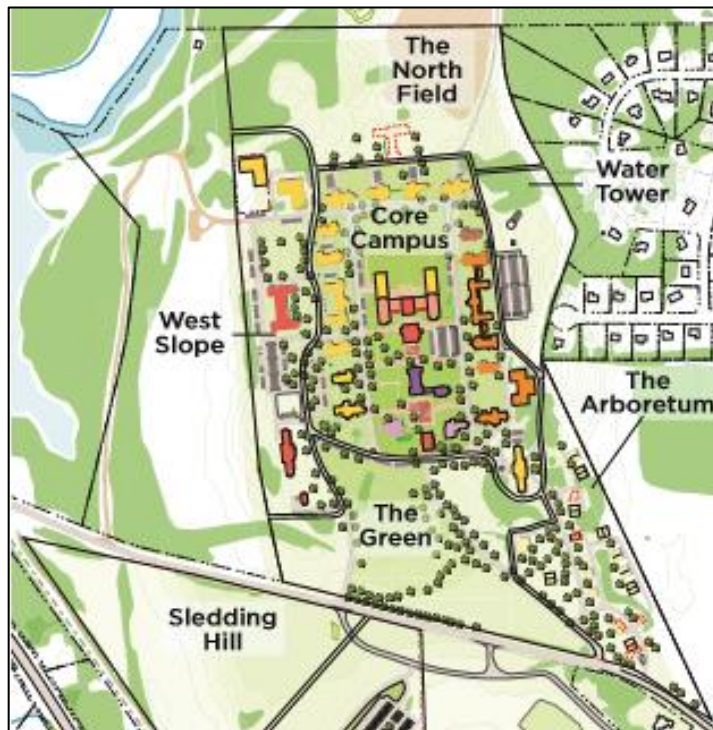
Brief Description of site/area (please also attach a map clearly outlining the site/area)

MSH is located along Hospital Road in the northwest corner of Medfield along the town line bordering Dover. Established in 1892, the central green quadrangle and its surrounding buildings (the “Core Campus”) represent a historic example of late 19th century alternative design for psychiatric hospitals. MSH was the first psychiatric hospital in Massachusetts to be built on the “cottage plan” with smaller and single use buildings to allow for better light and ventilation. The Commonwealth closed MSH in 2003 and subsequently disconnected the sanitary sewer system and water lines to individual buildings.

In December of 2014, the Town of Medfield acquired 128 of the hospital property’s 241 acres from the Commonwealth including the 88-acre Core Campus north of Hospital Road (39 buildings totaling approximately 676,000 square feet) and 40 acres of open space south of Hospital Road. Both parcels are on the National and Massachusetts Registers of Historic Places and situated within the Medfield Hospital and Farm Historic District.

This application for Technical Assistance pertains to MSHDC’s redevelopment efforts with respect to the land north of Hospital Road. The site sits on top of a hill overlooking the Charles River and the surrounding countryside. To the west is state land currently operated by the Massachusetts Division of Capital Asset Management & Maintenance (DCAMM) with a lookout point and trails winding through the trees to the river. Other land uses along Hospital Road consist of residential properties, Town recreational fields, conservation land, and open space.

Map depicting project site/area



Is site/area zoned for intended use?

- ☒ Yes
- ☐ No

Provide a brief description of current zoning of site/area:

Medfield State Hospital District (MSHD) was adopted in November 2019 and replaced Business Industrial zoning for the land north of Hospital Road and for the purpose of enabling redevelopment consistent with the Master Plan. There are six sub-zones with uses and design guidelines for each sub-zone. In addition to multifamily and commercial uses and limited new construction, MSHD encourages sustainability, affordability, shared parking, and specific design standards set forth to respect the site's historic past while repositioning the property to contribute to Medfield's present and future growth.

Please identify any factors that may need to be addressed to achieve the intended use/s:

- ☐ Revised Zoning
- ☒ Site Permitting
- ☐ Site Survey
- ☒ Environmental Assessment

- ✓ Infrastructure Upgrades
- ✓ Transportation Improvements
- ❑ Adjacent Site Acquisition

Existing Uses

MSH was shuttered completely in 2003 and the 35 buildings of varying sizes and conditions have remained unused and vacant. The Core Campus has been used primarily for recreational purposes (walking, running, etc.). On occasion, the property has been leased for limited special purposes including film making and recreational events such as a road race and a mountain biking competition. The Chapel and Infirmary buildings have been leased by the Town to the Cultural Alliance for reuse as a cultural arts facility, which is in the early stages of planning and development.

Past Site/Area Uses (Impact to Development)

MSH was in use from 1892-2003. Known hazardous materials in the buildings include asbestos and lead. DCAMM completed a remediation project at the old power plant adjacent to the Core Campus near the Charles River, which is now in the monitoring stage.

Massachusetts Department of Environmental Protection records on spills and reportable incidents regarding hazardous substances indicate that there have been only nine reportable releases at the MSH property per the Massachusetts Contingency Plan (MCP or sometimes referred to as 21E). There are no open MCP issues on the MSH property currently owned by the Town and there are no Activity Use Limitation (AULs) in place on the state hospital grounds. Prior to selling the property to the Town of Medfield, the Commonwealth removed all known underground tanks on the parcels transferred to the Town. The former wastewater treatment beds were tested, and no issues were reported. The 1-acre laundry parcel northwest of the Core Campus quadrangle which was to have been included in land purchased by the Town has not yet been transferred to the Town. The area is still undergoing remediation for Chlorinated Volatile Organic Compounds (CVOCs) by the Commonwealth, which is remediating the land to the strictest standards, which is for residential use.

Describe Site/Area Access (include distance to nearest highway and interchange as well as description of rail and transit access if relevant)

MSH is located on Hospital Road, approximately 2,700 feet from the Route 27/Hospital Road intersection. Hospital Road is a two-lane minor arterial roadway under the jurisdiction of the Town of Medfield that travels in a general east-west alignment in the vicinity of the site. The property is well located just two miles north of Medfield town center and easily accessible to regional transportation routes including Route 27 running north-south and Route 109 running east-west.

Medfield does not have any public transit services operating within the Town. The closest commuter rail station with train connections to downtown Boston is in Walpole which is approximately 6.5 miles from the MSH campus by car.

Is the site/area being actively marketed?

- ☐ Yes
- ☒ No

Please describe any active or recent private development interest in the site/area. If applicable, please note reasons why past interest did not result in development.

The Town formed the MSHDC in late 2018 to explore developer interest in the site including the “Preferred Redevelopment Scenario” outlined in the Master Plan released earlier that year following five years of community input. MSHDC published a non-binding Request for Information (RFI) in October of 2018 and received five written responses from well-known and highly-qualified developers. From these responses and subsequent in-person interviews with these parties in 2019, as well as subsequent unsolicited inquiries the Town has received from additional private developers, it is clear that there is significant developer interest in the site.

The Town has moved very carefully and deliberately given the potential impact of MSH redevelopment on Medfield. A primary conclusion from the RFI effort was the importance of rezoning the site prior to moving to the formal RFP stage in order to demonstrate the Town’s commitment to the project to the developer community and its readiness to proceed. The new zoning was adopted by two-thirds vote at a Special Town Meeting in November, 2019 and the Town is now moving forward to the execution phase including issuance of a formal RFP to developers.

Proposed Project Description

Briefly describe the proposed project including a description of the project, why this project is prioritized as a municipal need, and any current or previous work (studies, site surveys, etc.) completed in relation to this specific site/area. Please also describe how this work compliments other municipal, regional or state initiatives that have taken place related to this site/area.

The Town acquired MSH from the Commonwealth in 2014 with the ultimate goal of guiding and overseeing its redevelopment. Since then, many Town officials and resident volunteers have worked diligently and tirelessly to further this effort, including but not limited to the MSH Master Planning Committee (2014-2018), the MSHDC, the Board of Selectmen, the Warrant Committee, and the Planning Board. At Town Meeting, residents have consistently supported the notion of redevelopment, first by voting for the Town’s acquisition and subsequently voting to lease certain buildings to the Cultural Alliance, to change the zoning to support

redevelopment consistent with the Master Plan, and to make periodic appropriations available for site investigation, environmental monitoring, and technical services.

The impact of MSH redevelopment on the Town will be substantial and for that reason is being approached very carefully and deliberately. It is and has been a clear municipal priority for the Town for many years and redevelopment will help the Town meet its Housing Production Plan/40B goals, historic, agricultural, and cultural preservation goals, as well as open space and recreation goals. Redevelopment will compliment regional and state initiatives such as the Commonwealth's sustainability principles, housing choice, and affirms the partnership model devised to expedite the reuse of surplus State property.

The Town completed extensive due diligence on the property prior to its acquisition in 2014. Over the last several years, several additional studies have been completed as the Town works toward redevelopment. These have mostly been initiated by the MSHDC on its own or in collaboration with Town departments or committees:

- Site survey (ALTA)
- Water and sewer capacity study
- Infrastructure costs assessment
- Demolition costs estimate (if no development)

The next step in this effort (and the “project” for purposes of this Technical Assistance application) is to develop, distribute, and evaluate responses to a formal Request for Proposals to private developers for the redevelopment of MSH in a manner consistent with the Master Plan.

Anticipated Scope of Work & Budget

Anticipated Project Budget

The overall budget for the next phase of work is estimated at up to \$100,000. The Town is currently preparing to issue a procurement for consulting services to be rendered in the fall of 2020, for up to \$50,000, to be paid for through monies previously appropriated by the Town and made available to MSHDC. This procurement will cover Phase 1 (Tasks 1-3) of the scope described further below. The Town intends for Phase 1 tasks to be completed by November 30, 2020.

Through this Technical Assistance application, the Town seeks an additional \$50,000 from MassDevelopment to fund Phase 2 (Tasks 4-6). The Town understands that it is a condition of any Technical Assistance award that the Town utilize a MassDevelopment “house doctor” for performance of the Phase 2 work and accepts this requirement. The Town’s distribution of its

Phase 1 procurement will include, but not be limited to, MassDevelopment house doctors qualified to provide the desired services.

Please list the specific tasks and estimated budget per task that you believe MassDevelopment will be able to assist the municipality with in achieving the proposed project concept as described above.

The Town is seeking an award of MassDevelopment Technical Assistance funds to support its Phase 2 efforts (Tasks 4-6) below. As indicated above, Phase 1 services (Tasks 1-3) are being solicited through a separate Town procurement in September, 2020 and will be paid for with Town funds up to a maximum project cost of \$50,000. Phase 1 tasks are included below for informational purposes and to demonstrate the need for the requested MassDevelopment Phase 2 funding to advance the effort to full evaluation of developer proposals.

Phase 1 (Town of Medfield)

- Task 1: Develop Preliminary RFP Outline and Timetable. Develop a preliminary outline of the proposed RFP contents and critical path schedule for issuance of the RFP. Advise MSHDC on process questions including but not limited to key RFP development questions such as whether to pursue a phased redevelopment of the site, master developer vs. multiple developers, infrastructure requirements, and sale vs. ground lease scenarios. Advise on incorporating important review criteria expressed at 2019 Special Town Meeting, including but not limited to project impact on Town of Medfield finances, schools, and traffic. Deliverables to include a detailed outline of the proposed RFP document including potential Selection Criteria and a detailed timeline showing key dates and steps to achieving a designated developer recommendation in advance of a potential Special Town Meeting to occur in calendar 2021. Proposed completion by 10/30/20.
- Task 2: Prepare Draft Advertising/Marketing (Solicitation) Plan. Prepare a draft advertising/marketing plan that meets all requirements applicable to the project and will ensure broad distribution of the RFP to qualified developers including but not limited to those developers responding to MSHDC's 2018 non-binding Request for Information. Deliverable to consist of a draft advertising/marketing plan/strategy including a proposed schedule for review by stakeholders including the Massachusetts Historical Commission, the Medfield Historical Commission, and the Medfield Historic District Commission in accordance with various agreements governing the redevelopment effort. Proposed completion by 10/30/20.

- Task 3: Prepare Draft RFP. Prepare a draft RFP for review by MSHDC based upon the Preliminary Outline developed under Task 1 and subsequent discussions with MSHDC as well as comments received from other stakeholders and any public comments. Attend up to two public meetings to discuss the draft RFP. Deliverable to include a complete draft narrative RFP document including proposed Submission Requirements, Selection Criteria, and Deadlines. Proposed completion by 11/30/20.

Phase 2 (proposed MassDevelopment)

- Task 4: Prepare Final RFP. Prepare a final RFP for review by MSHDC based on discussion of the Draft RFP developed under Task 3 and subsequent discussions with MSHDC as well as comments received from other stakeholders and any public comment. Deliverable to include a final RFP package including all exhibits and suitable for prompt issuance by the Town of Medfield following final review and comments. Proposed completion by 1/15/21. Estimated budget: \$7,500.
- Task 5: RFP Evaluation and Support. Support the rollout of the RFP and MSHDC's interactions with interested parties and potential developers. Attend site tour and information session for prospective respondents. Well in advance of the submission deadline, create RFP response matrix, scoring tools, and other resources to aid the MSHDC in the review of RFP responses. Develop or refine the Town's existing financial impact models to help assess potential financial impacts on the Town associated with each responsive developer RFP submission. Proposed completion 3/31/21. Estimated budget: \$12,500.
- Task 6: Transactional Support. Assist MSHDC and Town officials in the qualitative and quantitative review of developer RFP submissions. Support efforts to clarify developer proposals as needed and as permitted by applicable procurement regulations. Identify areas of potential beneficial negotiation for the Town and assist in further discussions as requested. Provide recommendation support relevant to the selection of a designated developer for the redevelopment of the Medfield State Hospital. Attend Special Town Meeting as a resource to MSHDC and Town officials, and make a presentation giving an overview of how the recommended proposal meets the goals of the Town. Proposed completion 9/30/21. Estimated budget: \$30,000.

Any consultant utilized for Phase 1 or Phase 2 services will be required to work closely with the MSHDC throughout the contract period, including participation in bi-monthly MSHDC meetings and participation in additional virtual meetings designated to be critical by MSHDC, such as any Public Information Meetings or Board of Selectmen meetings focused on Medfield State Hospital redevelopment plans.

Project Outcomes Anticipated / Next Steps

Outline the anticipated outcomes the municipality hopes to achieve with this project and any specific work product the municipality anticipates as a deliverable at the end of this project.

Anticipated Phase 2 outcomes include final development and issuance of the RFP for the redevelopment of MSH, complete qualitative and quantitative evaluation of all responsive developer responses to the RFP, recommendations to the MSHDC and the Town of Medfield regarding preliminary developer designation and any conditions thereto, and support for related Town/MSHDC presentations at a Special Town Meeting scheduled to vote on any proposed disposition of MSH. Work product will include written evaluations of proposals and associated scoring matrices, and a summary written recommendation outlining and supporting its conclusions.

Municipal Commitment

Provide a signed statement from an authorized municipal official (Mayor/Town Manager) to submit this application. Include commitment of matching funds, if applicable.

Required Letter of Municipal Support

BoS Meeting Date: September 1, 2020

Submittal

Thank you for providing a MassDevelopment Real Estate Services project proposal. To complete your submission, please click the "Submit" button located towards the bottom left corner of your screen. You should receive a notice in your browser window and an email (to the address listed under Primary Applicant Contact Information) confirming your submittal.

To stay current on program updates or to learn about other Real Estate Technical Assistance programs, please refer to the [MassDevelopment Technical Assistance webpage](#). Please reach out to Christine Madore, Vice President Real Estate Services, at cmadore@massdevelopment.com or 617-330-2053 or any member of the Real Estate Services team with questions about the program or the call for proposals submission form.



**REQUEST FOR WRITTEN QUOTES
DEVELOPMENT CONSULTANT SERVICES
(RFP PREPARATION & IMPLEMENTATION SUPPORT)
TOWN OF MEDFIELD**

The Town of Medfield, acting through its Medfield State Hospital Development Committee (MSHDC), is soliciting written quotes from qualified individuals and/or firms to support the MSHDC in the preparation of a Request for Proposals (RFP) for redevelopment of the former Medfield State Hospital campus the [Medfield State Hospital Strategic Reuse Master Plan](#) and the requirements of the [Medfield State Hospital Zoning District](#).

The RFP process was contemplated in the Master Plan (p. 144) as a multi-step and multi-stakeholder process in order to generate qualified developer interest as well as fulfill the requirements of various agreements related to the site, including the Land Disposition Agreement with the Commonwealth of Massachusetts and a Memorandum of Agreement between the Town, the Commonwealth, the Medfield Historical Commission (HC), the Medfield Historic District Commission (HDC), and the Massachusetts Historical Commission (MHC).

Proposals are to be emailed to: Mr. Nicholas Milano, Assistant Town Administrator, nmilano@medfield.net by Friday, September 18, 2020 at 10:00 AM with the subject line: “**MSHDC Development Consultant Services.**”

The contract awarding authority is:

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

Respondents should possess a strong understanding of Massachusetts procurement laws and procedures and must demonstrate extensive knowledge and experience with regard to planning, development, real estate, financing, permitting, and public disposition processes. Because this real estate development project is likely to involve extensive rehabilitation of historic buildings, it is highly desirable for respondents to have experience with historic rehab projects, and with the financing mechanisms that apply to those projects including specifically the successful use of historic tax credits. Each proposal will be evaluated on the selection criteria listed in this Request for Written Quotes. The proposals will be reviewed by the MSHDC and it is anticipated that the Board of Selectmen will ultimately make the award in September (date TBD). Work shall commence immediately upon execution of a contract. The MSHDC anticipates issuance of the RFP to developers no later than January, 2021.

SCOPE OF WORK (BUDGET NOT TO EXCEED \$50,000):

At this time, the Town is requesting quotes solely for performance of Phase 1 services (Tasks 1-3) below. Information on a potential Phase 2 (Tasks 4-6) is included for informational purposes only. Phase 2 services are not part of this procurement and such services may or may not be solicited by the Town in the future.

- Task 1: Develop Preliminary RFP Outline and Timetable. Develop a preliminary outline of the proposed RFP contents and critical path schedule for issuance of the RFP. Advise MSHDC on process questions including but not limited to key RFP development questions such as whether to

pursue a phased redevelopment of the site, master developer vs. multiple developers, infrastructure requirements, and sale vs. ground lease scenarios. Advise on incorporating important review criteria expressed at 2019 Special Town Meeting, including but not limited to project impact on Town of Medfield finances, schools, and traffic. Deliverables to include a detailed outline of the proposed RFP document including potential Selection Criteria and a detailed timeline showing key dates and steps to achieving a designated developer recommendation in advance of a potential Special Town Meeting to occur in calendar 2021. Proposed completion by 10/30/20.

- Task 2: Prepare Draft Advertising/Marketing (Solicitation) Plan. Prepare a draft advertising/marketing plan that meets all requirements applicable to the project and will ensure broad distribution of the RFP to qualified developers including but not limited to those developers responding to MSHDC's 2018 non-binding Request for Information. Deliverable to consist of a draft advertising/marketing plan/strategy including a proposed schedule for review by stakeholders including the Massachusetts Historical Commission, the Medfield Historical Commission, and the Medfield Historic District Commission in accordance with various agreements governing the redevelopment effort. Proposed completion by 10/30/20.
- Task 3: Prepare Draft RFP. Prepare a draft RFP for review by MSHDC based upon the Preliminary Outline developed under Task 1 and subsequent discussions with MSHDC as well as comments received from other stakeholders and any public comments. Attend up to two public meetings to discuss the draft RFP. Deliverable to include a complete draft narrative RFP document including proposed Submission Requirements, Selection Criteria, and Deadlines. Proposed completion by 11/30/20.

TASKS 4-6 (INFORMATION ONLY)

- Task 4: Prepare Final RFP. Prepare a final RFP for review by MSHDC based on discussion of the Draft RFP developed under Task 3 and subsequent discussions with MSHDC as well as comments received from other stakeholders and any public comment. Deliverable to include a final RFP package including all exhibits and suitable for prompt issuance by the Town of Medfield following final review and comments. Proposed completion by 1/15/21.
- Task 5: RFP Evaluation and Support. Support the rollout of the RFP and MSHDC's interactions with interested parties and potential developers. Attend site tour and information session for prospective respondents. Well in advance of the submission deadline, create RFP response matrix, scoring tools, and other resources to aid the MSHDC in the review of RFP responses. Develop or refine the Town's existing financial impact models to help assess potential financial impacts on the Town associated with each responsive developer RFP submission. Proposed completion 3/31/21.
- Task 6: Transactional Support. Assist MSHDC and Town officials in the qualitative and quantitative review of developer RFP submissions. Support efforts to clarify developer proposals as needed and as permitted by applicable procurement regulations. Identify areas of potential beneficial negotiation for the Town and assist in further discussions as requested. Provide

recommendation support relevant to the selection of a designated developer for the redevelopment of the Medfield State Hospital. Attend Special Town Meeting as a resource to MSHDC and Town officials, and make a presentation giving an overview of how the recommended proposal meets the goals of the Town. Proposed completion 9/30/21.

Any Consultant selected by the Town will be required to work closely with the MSHDC throughout the contract period, including participation in bi-monthly MSHDC meetings and participation in additional virtual meetings designated to be critical by MSHDC, such as any Public Information Meetings or Board of Selectmen meetings focused on Medfield State Hospital redevelopment plans.

SELECTION

Experience: Applicants shall summarize their experience with regard to planning, development, real estate, financing, permitting, and Massachusetts public disposition processes, along with their specific experience with historic rehab projects and financing mechanisms including federal and Massachusetts historic tax credits. Applicants should also highlight their professional experience in working on public real estate development projects in collaboration with local and/or state governmental boards and steering committees.

Work Plan: Applicants shall submit a plan of services (“Work Plan”) in the Proposal to include start date, staffing, and any outside consultants/subcontractors that may be proposed and will be managed by the Applicant if selected. Include a minimum of one comparable example of an RFP developed by the Applicant in the past, along with a brief description of the process that was followed in terms of client involvement in the development of the documents. Describe the intended method of task planning and budget control in the Work Plan, including a table showing each task, the proposed schedule, and the anticipated level of effort for each task. Clearly define the proposed staffing plan, including specifically the roles, responsibilities, and commitment of principals, other staff, and subcontractors as applicable. It is anticipated by the Town and the MSHDC that any legal services required will be contracted for separately.

Fees:

- Indicate the proposed flat fee for services based on the projected level of effort that is being proposed in the Work Plan. Anticipated costs of any subcontracts are to be included in the fee proposal.
 - For additional services, please provide hourly rates for each project team member.
- Indicate any other fees, reimbursable expenses, or incidental unit costs that may be required.
- Indicate any additional flat fees or minimum daily charges that may apply.

Timeframes: The MSHDC anticipates that performance of Tasks 1-3 will take no longer than 3 months from the Town’s selection of its Consultant. It is essential that the selected Consultant is able to accomplish the proposed scope of work in accordance with this timeframe. Respondents should clearly demonstrate how they intend to deliver the products identified in Tasks 1-3 on schedule and within the proposed budget.

EVALUATION CRITERIA

Applicants will be further evaluated using the Evaluation Criteria by the measures set forth below. Evaluation Criteria will be weighted as indicated below.

A rating of Responsive (R), Advantageous (A) or Highly Advantageous (HA) will be assigned to responses.

1. Related Experience: 40%

R – An applicant having successful experience in completing similar procurement/disposition consulting services for a property of similar size and character for one (1) governmental agency in the Commonwealth of Massachusetts over the last five (5) years shall be considered responsive.

A – An applicant having successful experience in completing similar procurement/disposition consulting services for a property of similar size and character for two (2) governmental agencies in the Commonwealth of Massachusetts over the last five (5) years shall be considered advantageous.

HA – An applicant having successful experience in completing similar procurement/disposition consulting services for a property of similar size and character for three (3) or more governmental agencies in the Commonwealth of Massachusetts over the last five (5) years shall be considered highly advantageous.

2. References: 20%

The Town will contact selected references from past projects that it deems most applicable to this work. In particular, the Town would like references from Clients having direct project administration work with a governmental agency in the Commonwealth of Massachusetts. This may include references on projects of key subcontractors. The Town reserves the right to select the references at random and seek out references other than those submitted by the Applicant.

R - Applicants having achieved successful project experiences (ability to collaborate and deliver a project on time and within budget) will be considered responsive.

A - Applicants having achieved successful project experiences (ability to collaborate and deliver a project on time and within budget) from two (2) but less than three (3) references for a governmental agency in the Commonwealth of Massachusetts similar in size will be assigned an advantageous rating.

HA - Applicants having achieved successful project experiences (ability to collaborate and deliver a project on time and within budget) from three (3) or more references for a governmental agency in the Commonwealth of Massachusetts similar in size will be assigned a highly advantageous rating.

3. Proposed Work Plan: 40%

The Town will review each applicant's proposed Work Plan for overall quality, staffing plan, and timeliness of effort. As part of this review, the Town will be assessing how the applicant plans to involve and coordinate with the MSHDC, along with other relevant Town representatives, to ensure that the output of this effort is responsive to the priorities and needs of the Town.

R – Applicant presents a Work Plan that is reasonably expected to meet the needs described in this procurement.

A – Applicant presents a Work Plan whose features have the potential to materially enhance the MSHDC's efforts on the developer RFP.

HA – Applicant presents a Work Plan that demonstrates established procedures that will substantially enhance the MSHDC's efforts on the developer RFP.

RULE FOR AWARD

The Town of Medfield has determined that the selection of the most highly advantageous offer for the solicited services requires comparative evaluation of substantive factors in addition to cost. Such factors include but are not limited to the sector of experience related to the work, level of knowledge and expertise, quality of previous work, approach to the work, and prior client satisfaction.

Any additional future services or changes in the scope of services initially negotiated shall be adjusted by way of a contract amendment. All contract changes or amendments must be approved in advance by the Town.

The Town reserves the right to accept any and all proposals and to waive all informalities in a proposal, to reject any and all proposals, and to award a contract in the best interest of the Town. The award of the contract and any renewal options may be subject to an appropriation.

GENERAL INSTRUCTIONS

Acceptance or Rejection of Proposal: The Town reserves the right to reject any or all proposals.

Fee for Services: The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.

Proposal Authorization: The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm", use the term "doing business as _____," or "Sole Owner."

Contract: The Consultant to whom the contract is awarded will be required to execute a written contract within seven (7) days from the date that they are notified of the award. In case of failure to do so, they will be considered as having abandoned the contract. A copy of the Town's standard contract is attached as Attachment D. The Town shall have the right to periodically review the performance of the Consultant and to terminate the contract with or without cause upon thirty (30) days' notice to the Consultant, provided that in the case of termination without cause the Consultant will be paid for work completed through the date of termination.

Insurance: The Consultant shall obtain and maintain during the term of the contract general liability and auto liability coverage in limits of \$1,000,000/\$1,000,000 and for workers' compensation and employer's liability coverage as defined by statute. All policies shall identify the Town as an additional insured (except Workers' Compensation).

Indemnification: The Consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Consultant's breach of contract, negligence or misconduct of the Consultant, or the Consultant's employees or agents.

Payment of Invoices: The Town shall make payments within thirty (30) days after its receipt of invoice assuming that the work performed is to the full and complete satisfaction of the Assistant Town Administrator. Progress payments will be negotiated in the contract.

Assignment of Contract: The Consultant who is awarded the contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without prior consent in writing from the Board of Selectmen, endorsed on or attached to the contract.

Required Statements/Forms

Per M.G.L. c.7 section 38H(e) and the Town of Medfield. The following three (3) attachments must be signed individually and included in Proposal submittal:

Attachment A

Certificate of Non-Collusion

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

Signature of person submitting contract/bid

Date

Name of Business

Attachment B

Certificate of Tax Compliance

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

*Social Security Number or
Federal Identification Number*

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

Attachment C

Price Proposal Form

**CONSULTANT SERVICES
TOWN OF MEDFIELD**

CONTRACTOR: Town of Medfield
 459 Main Street
 Medfield, MA 02052

PROPOSER: _____

PROJECT: MSHDC Development Consultant Services

PRICE:

RFP Support Services	
Total <i>(not to exceed \$50,000)</i>	

Signed

Title

Print Name

Date Signed

Attachment D

SAMPLE AGREEMENT FOR CONSULTING SERVICES RE: MSH DEVELOPMENT COMMITTEE

AGREEMENT made this ____ day of ____ 2020, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and _____ (hereinafter: "Consultant");
Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Scope of Services Tasks ____ outlined in its ____, 2020 proposal a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.
2. Fee for Services – Consultant's total fee for services shall be _____ Dollars (\$_____) for the Tasks outlined above. Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".
4. Payment for Services - Consultant shall periodically bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
6. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established planning consulting firms.
7. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate

compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.

8. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
9. Termination
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
 - b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property - Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.
10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: _____ or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in

writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
 - a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
 - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
 - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment,

which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

Town of Medfield, by its
Board of Selectmen

Consultant:

, by:

Name

Title

Approved as to form:

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated
_____ Dollars (\$_____) for the Consultant's services specified
in the foregoing Agreement.

Town of Medfield, by:

Joy Ricciuto, Town Accountant

LOCAL INITIATIVE PROGRAM

ELIGIBLE PURCHASER CERTIFICATE

The undersigned, being the _____ of the Town of Medfield (the "Municipality") and being the Chief Executive Officer of the Municipality, as that term is defined in regulations promulgated at 760 CMR 56.00 et seq. (the "regulations") which establish the Local Initiative Program (LIP), and the undersigned, being the Undersecretary of the Department of Housing and Community Development, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007 or being the Undersecretary's duly authorized designee (the "Undersecretary"), certify as follows with respect to a certain deed rider annexed to and made part of that certain Deed from Brook Run Development Corporation ("Grantor") to Sherry A. Lorette ("Grantee") dated April 4, 2003, recorded with the Norfolk Registry of Deeds, in Book 18593, Page 400 (the "Existing Deed Rider"):

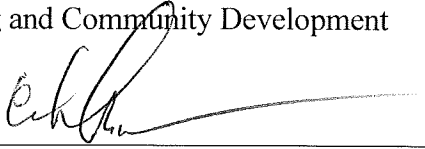
1. The Property referred to herein is the Property described in the Existing Deed Rider.
2. David N. Scholet and Iona D. Aguiar Scholet are the eligible purchasers of the Property.
3. The total consideration to be paid to the Grantee for the purchase of the Property is \$139,638.
4. The conveyance of the Property by the Grantee to the eligible purchaser is in compliance with the rights, restrictions, covenants and agreements contained in the Existing Deed Rider.
5. The eligible purchaser of the Property have executed a new deed rider with respect to the Property (the "New Deed Rider") which is satisfactory in form and substance to the Department of Housing and Community Development ("DHCD") and the Municipality.
6. The Municipality and the Undersecretary hereby acknowledge and confirm that upon the conveyance of the Property by the Grantee to the eligible purchaser, the recording of the New Deed Rider executed by the eligible purchaser more fully described in Paragraph 5 hereof, and the recording of this Eligible Purchaser Certificate, the rights, restrictions, agreements, and covenants contained in the Existing Deed Rider shall be null and void.
7. All defined terms used herein shall have the definitions set forth in the Existing Deed Rider unless otherwise defined herein.

Executed as a sealed instrument this ____ day of _____, 20____.

Town of Medfield, acting by and through its
Chief Executive Officer

By: _____
Its:

The Undersecretary of the Department of
Housing and Community Development

By:  _____
Catherine Racer, Associate Director
Duly Authorized Designee

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, Chief Executive Officer of the Town of Medfield, and proved to me, through satisfactory evidence of identification which was _____, that he/she is the person whose name is signed on the foregoing Eligible Purchaser Certificate and acknowledged to me that he/she signed it voluntarily for its stated purpose and that it is the free act and deed of the Town of Medfield.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 30th day of June, 2020, before me, the undersigned Notary Public, personally appeared Catherine Racer, Associate Director of the Department of Housing and Community Development ("DHCD"), proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Associate Director of DHCD, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007, and as the voluntary act of DHCD.



Notary Public
My commission expires:

