

ALTERNATIVE TRANSPORTATION CORRIDOR LEASE AGREEMENT

BY AND BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

TOWN OF MEDFIELD

_____, 2020

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This Alternative Transportation Corridor Lease Agreement (this "Lease") is entered into as of the ____ day of _____, 2020, by and between the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 ("MBTA") and the Town of Medfield, a Massachusetts municipal corporation, having a usual place of business at 459 Main Street, Medfield, Massachusetts 02052 ("Municipality"). The MBTA and the Municipality may be collectively referred to as the "Parties" or individually as a "Party."

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. Lease of Premises

The MBTA hereby leases the Premises (as defined below) to the Municipality for the Term (as defined in Section 3), subject to the terms, covenants and agreements hereinafter set forth. The Premises consist generally of approximately _____ square feet of land comprising or adjacent to an approximately 1.3 linear mile portion of that certain inactive, abandoned railroad right of way known as the Dover Secondary Line, beginning at a point adjacent to Ice House Road and ending at the Dover Town Line in the town of Medfield, Norfolk County, Massachusetts, and identified as "10' WIDE RAIL TRAIL" on sheets 1-8 of the plans entitled "BAY COLONY RAIL TRAIL MEDFIELD SECTION, MEDFIELD, MASSACHUSETTS ", prepared by Beals and Thomas, Inc., dated April 20, 2017, and attached as **Exhibit A** (the "Premises"). Within the Premises the Municipality shall, with the consent of the MBTA, which consent shall not be unreasonably withheld or delayed, designate a contiguous corridor within the Premises (the "Corridor") within which the uses permitted hereunder shall be located.

2. Use of Premises

Subject to the terms and conditions herein, the Municipality may use the Premises solely for the following purposes:

- (a) The Corridor is to be used for purposes of the installation, operation, maintenance and use of a "rail trail" as defined in Massachusetts General Laws Chapter 82, Section 35A ("property converted from the former use as a railroad right-of-way to a use as a publicly-owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes") and under the definition of "Owner" or "Operator" in Subsection (d)(1) of Massachusetts General Laws Chapter 21E, Section 2, as "a property converted from former use as a railroad right-of-way to a revitalized use as a publicly owned, improved and maintained corridor for bicycle, pedestrian, and other non-motorized public transportation, recreation and associated purposes", each as amended from time to time; and
- (b) The remainder of the Premises shall be used solely by the Municipality exclusively to access, construct, and maintain the Corridor, for ancillary uses which provide no revenue or other tangible benefit, and for such other uses as the MBTA may permit by prior written consent.

Notwithstanding the preceding, this Lease is not intended to transfer land or easements for purposes protected by or to create a perpetual right to any use that may be subject to protection by Article XCVII (97), as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts or by legislation enacted to pursuant thereto.

The MBTA reserves the right to reasonably require the Municipality to install improvements (including, but not limited to, signs) designed to prevent or discourage those using the Corridor from entering onto the remainder of the Premises. The Corridor shall be open to the public, and no fee or other consideration shall be charged for use of the Premises.

The Municipality will diligently act to secure funds necessary to fulfill its obligations under the Lease for the design, bidding and construction of the rail trail project contemplated by this Lease (the “Rail Trail Project”). The Municipality acknowledges that a failure to undertake efforts to secure funds may negate the municipal liability exemption for rail trails under Massachusetts General Laws Chapter 21E, Section 2, as amended from time to time.

The Municipality also agrees that it will provide its plans for its proposed use of the Premises to the MBTA for its approval at least sixty (60) days prior to the Municipality’s bidding of any construction contract for the Rail Trail Project, said approval which shall not be unreasonably withheld provided that the use is consistent with Section 3(a) and Section 3(b) above. If the plans for the Premises are not consistent with Section 3(a) and Section 3(b) above, the MBTA reserves the right to void this Lease and demand return of the Premises. Said use shall also comply with the current (as of the commencement of construction) Massachusetts Department of Environmental Protection (“MA DEP”) Best Management Practices (“BMPs”).

No testing shall be made of the soil by the Municipality on the Premises and no soil shall be removed from the Premises by the Municipality until this Lease has been fully executed and entered into by the Municipality (in accordance with **Exhibit B**) and the MBTA. The Municipality shall be responsible for all costs associated with any such testing.

The Municipality is prohibited from constructing any permanent structures on the Premises.

3. Term

The Term of this Lease shall be for a period of ninety-nine (99) years beginning on the date hereof; except that the MBTA may terminate this Lease upon one (1) year’s written notice to the Municipality, as provided by Massachusetts General Laws Chapter 82, Section 35A. The Municipality acknowledges that the Premises or a major portion thereof may be necessary for active railroad or other transportation purposes in the future. The MBTA may terminate this Lease for the greater public good and the MBTA will not be required to provide any reimbursement whatsoever for said termination. The MBTA may also terminate this Lease with respect to any part of the non-Corridor portion of the Premises with six (6) months’ written notice for any reason so long as the use to be made of that portion will not substantially interfere with the public use of the Corridor for the uses stated above.

4. Condition of the Premises

The Municipality has inspected the Premises, accepts the Premises “as is”, and agrees the Premises are suitable for the Municipality’s intended use. The MBTA makes no warranty of any kind, express or implied, as to the condition of the Premises or its suitability for any use. The Municipality assumes all risk of entry on the Premises, including, but not limited to, the presence of Hazardous Materials (as defined in Section 5).

5. Terms and Conditions of Lease

This Lease is also subject to the following terms and conditions:

5.1 Indemnification and Release of the MBTA

- (a) Notwithstanding any provision of this Lease to the contrary, and whether or not matching grants are available from the Massachusetts office of business development, the MBTA covenants and agrees that the protections afforded to the Municipality by Massachusetts General Laws Chapter 23A, Section 3I shall apply as long as the Municipality purchases, prior to commencement of any soil pre-characterization, environmental sampling or construction under this Lease, environmental insurance consistent with Massachusetts General Laws Chapter 23A, Section 3I, with coverage limits of at least \$3,000,000.00 per incident, a deductible of at most \$50,000.00 per incident, and a term of at least five (5) years, naming the MBTA as an additional insured. The Municipality acknowledges that such a policy of environmental insurance is required by Section 5.3(g) hereof.
- (b) The Municipality agrees to indemnify (to the extent permitted by law) defend (at the option of the MBTA) and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, any accident, injury to, or death of any person or any damage to property occurring on the Premises (or any part thereof) or caused by something occurring on the Premises or that may be imposed upon, incurred by, or asserted against the MBTA by reason of any of the following occurrences:
 - i. the activities of the Municipality, members of the public or others present on the Premises; or
 - ii. the discovery of pre-existing Hazardous Materials (defined below) or the release of any Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) which is a result of (i) the Municipality's activities hereunder including the activities of those present from time to time on the Premises, or (ii) the migration from land now or previously owned, leased, occupied or operated by the Municipality or for which the Municipality is a potentially responsible party as defined under Chapter 21E (defined below); or
 - iii. any failure of the Municipality to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.

Notwithstanding anything in the previous paragraph, the Municipality does not agree to indemnify the MBTA for claims arising from natural or man-made disasters, injuries that occurred prior to the execution of this Lease, war, civil unrest or claims arising from the exercise of rights expressly reserved by the MBTA under this Lease.

"Hazardous Materials" is defined to be "oil," "hazardous materials," or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E, as from time to time amended ("Chapter 21E"), and the regulations promulgated pursuant thereto, including the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP"),

and as further defined in all other applicable state and federal laws regarding Hazardous Materials.

For the purposes of this Lease, the term “applicable laws” with regard to environmental laws and/or Hazardous Materials means, without limitation, all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.

- (c) The Municipality hereby releases the MBTA from any responsibility for the Municipality’s losses or damages related to the condition of the Premises. The Municipality covenants and agrees that it will not assert or bring, nor cause any third party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or fourth-party claim) (“Claims”) against the MBTA including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the MA DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person’s illness or death relating to, or arising from, the Municipality’s use of the Premises (or the use of the Premises by those permitted onto the Premises by the Municipality) pursuant to this Lease.
- (d) The Municipality shall be timely notified, in writing, by the MBTA of the assertion of any claim against it that the Municipality has agreed to indemnify as stated above (the “Indemnified Claim”).
 - i. If the MBTA decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, the Municipality shall cooperate therewith and reimburse the MBTA for all reasonable costs and expenses (including, without limitation, reasonable attorney’s fees and expenses) incurred by the MBTA in connection with the MBTA’s defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP.
 - ii. If the MBTA decides to have the Municipality defend the claim or handle the response action, the MBTA shall notify the Municipality of that decision in writing, and the Municipality shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the Municipality and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the Municipality on behalf of the MBTA or any other action that would materially prejudice the rights of the MBTA without the MBTA’s express written approval. The MBTA may at any time assume defense of any claim by notice to the Municipality and shall cooperate with the Municipality in the defense of any Indemnified Claim.

If any response action due to the presence of Hazardous Materials or the threat of release of Hazardous Materials onto the Premises (or other property of the MBTA which abuts the Premises) is performed by the Municipality, the response action shall be performed in accordance with Section 5.2.

- (e) The provisions of this Section 5.1 shall survive the termination or expiration of this Lease.

5.2 Remediation Obligation of the Municipality

During the design, construction and operation of the Rail Trail Project and/or Corridor, the Municipality shall follow the provisions of MA DEP's then-current *BMPs for Controlling Exposure to Soil during the Development of Rail Trails*.

Whenever the Municipality is responsible for the remediation of Hazardous Materials on or below the Premises by law or pursuant to this Lease, the Municipality, upon written demand of the MBTA, shall conduct at its sole cost and expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including, but not limited to, the hiring of a Massachusetts Licensed Site Professional ("LSP").

Any such response action, if performed by the Municipality, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA in writing, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or adjacent or contiguous property, for its present use and/or any future use that the MBTA deems appropriate. The Municipality shall also be responsible for the reasonable costs incurred by the MBTA in hiring consultants to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results. Such costs shall be presumed to be reasonable if the MBTA: (1) provides the Municipality with a notice that it intends to hire a consultant, a scope of work and a budget and (2) solicits three (3) price proposals from three (3) eligible consultants.

For purposes of this Section 5.2, the term "MBTA" shall include the MBTA, and its directors, officers, employees, agents and any entity that may succeed the MBTA.

5.3 Insurance

Prior to entry hereunder, and during the Term hereof, the Municipality and its consultants and contractors shall at all times maintain the following insurance and shall provide the MBTA with a certificate or certificates of insurance and shall, forever thereafter, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, with companies that comply with the requirements stated below, in which the MBTA and others hereinafter specified are either additional insureds or named insureds as their interests may appear and which provide minimum liability coverage as follows:

- (a) Commercial General Liability Insurance

Insuring the MBTA, the Premises, and all activities allowed hereunder, with a minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate. Such insurance shall be written on an occurrence basis (as opposed to a claims-made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. This policy must contain endorsement(s)

or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CG 24 17 10 01.

(b) Workers' Compensation Insurance

Insuring all persons employed by the Municipality in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA (or the Premises) including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. Each of the Municipality's contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees. All policies of insurance required by this Section 5.3(b) must contain a clause waiving the right of subrogation in favor of the MBTA.

(c) Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of the Municipality and its subcontractors and consultants that are used in the activities permitted hereunder. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CA 20 70 10 01.

(d) Umbrella Liability Insurance:

Umbrella liability insurance with limits of not less than Two Million Dollars (\$2,000,000) providing excess coverage over all limits and coverage noted in paragraph (i) and paragraph (iii) above. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CU 24 09 03 05.

(e) Insurance during Construction and Installation:

The contractors and the consultants of the Municipality, not the Municipality, shall procure or cause to be procured builder's all risk insurance during any period when construction is being undertaken by or on behalf of the Municipality on the Premises.

(f) Railroad Protective Liability Insurance

In the event that any work occurs within fifty (50) feet of an active right-of way or if any work of any kind by the Municipality poses a risk to foul an active right-of-way, the Municipality shall procure Railroad Protective Liability Insurance insuring the MBTA and any entity operating within such right of way with limits of not less than Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and, subject to that limit for each person, a total limit of Ten Million Dollars (\$10,000,000) for all damages arising out of bodily injury to or death of two (2) or more persons in any one (1) accident. The MBTA shall be a "first named insured" on the Railroad Protective Liability Insurance Policy. The MBTA shall be provided with an original policy of Railroad Protective Liability Insurance. Notwithstanding the foregoing, if the Municipality's Commercial General Liability Insurance contains a clause waiving the railroad protective liability coverage exclusion, the Municipality shall not be required

to procure separate Railroad Protective Liability Insurance insuring the MBTA and any entity operating within such right of way.

(g) Environmental Liability Insurance

The Municipality shall maintain a policy of Environmental Liability Insurance insuring against any and all claims arising out of or connected with the presence of any Hazardous Materials at the Premises, with coverage in an amount not less than Three Million Dollars (\$3,000,000.00) per incident and a deductible of not more than Fifty Thousand Dollars (\$50,000.00) per incident, which policy shall be non-cancelable for a period of at least five (5) years and shall name the MBTA as an additional insured.

The MBTA may require reasonable increases in limits of the above insurance coverages from time to time. The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better, shall be kept in full force and effect at all times, shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least thirty (30) days' advance written notice in the event of any cancellation or non-renewal in coverage. All required policies of insurance shall not contain any exclusions for acts of terrorism, and shall fully cover any acts of terrorism. All such insurance as is required of the Municipality shall be provided by or on behalf of all contractors, subcontractors and consultants to cover their operations performed. At the inception date of this Lease and throughout the Term, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. The Municipality shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by any contractor, subcontractor or consultant of the Municipality.

In the event of the cancellation of any policy during the term of this Lease, or the failure to keep in effect the insurance required by this section, the MBTA may, without further notice and at its option, procure or renew such insurance on account of the Municipality. The Municipality agrees to repay such expenses incurred by the MBTA, with interest thereon at the rate of eighteen (18%) percent annually as an additional fee.

The Municipality (but not the Municipality's contractors or consultants) may self-insure for its obligations under this Section 5.3 (except for environmental liability insurance coverage), subject to the Municipality providing to the MBTA a letter in a form acceptable to the MBTA, on corporate letterhead and signed by a duly authorized representative of the Municipality, which addresses (1) comparable insurance coverage for each type of insurance required in this Section 5.3 which the Municipality will provide through a program of self-insurance, and (2) excess insurance policies (i.e. Excess Liability and excess Workers' Compensation insurance policies) ("Municipality Self-Insurance Statement"). In addition, the Municipality shall acknowledge and affirm in the Municipality Self-Insurance Statement both its obligations to defend, hold harmless, and indemnify the MBTA, and to provide insurance protection in accordance with and to the extent required by the terms and conditions of this Lease. Further, where insurance policies are in place providing coverage in excess of the underlying insurance or self-insurance programs addressed pursuant to this paragraph, the Municipality shall provide a certificate or certificates of liability insurance to the MBTA, which shall be attached to the Municipality Self-Insurance Statement and be made a part thereof.

The Municipality acknowledges that the MBTA is only willing to enter into this Lease if the liability of the MBTA with respect to the Premises shall be subject to the provisions of Section 17C of Chapter 21 of the Massachusetts General Laws (the "Recreational Use Statute"). Therefore, the Municipality covenants and agrees that it shall not charge any fees for use of the Premises or take any other action that would render the protections of the Recreational Use Statute inapplicable to the MBTA.

Notwithstanding any other provision of this Section 5.3, the Municipality reserves the right to propose to meet the requirement by adding such insurance coverage to existing policies subject to the terms and conditions of those existing policies or to obtain new policies containing terms and conditions generally included in policies provided to municipalities in Massachusetts.

5.4. Compliance with Laws

The Municipality shall comply with, and shall cause all work performed to comply with, all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. The Municipality shall also be responsible for obtaining any and all applicable Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

5.5. Special Conditions

This Lease is subject to the terms and conditions set forth on **Exhibit C**. In the event of conflict between the terms and conditions set forth on **Exhibit C** and other provisions of this Lease, whichever provisions are more restrictive of the Municipality or impose a higher standard on the Municipality shall control.

6. Maintenance

During the Term hereof, the Municipality shall keep, repair, manage, operate, and maintain the entire Premises in good and clean order, operation, condition and repair. Except for any claim of damage arising from the exercise by the MBTA of the rights reserved to it, the MBTA shall have no responsibility whatsoever for the maintenance, repair or the condition of the Premises.

7. Utilities

Except as reasonably necessary for the operation of the Rail Trail Project, no utilities shall be installed on the Premises by the Municipality without the approval of the MBTA, which approval may be withheld or conditioned in the MBTA's sole discretion.

8. Reservation of Rights

8.1 Non-Exclusivity

- (a) The MBTA makes no representations or warranty, express or implied, that the Municipality shall have sole or exclusive use of the Premises. In the event other licenses, leases or easements have been or are granted or exist by reservations in deeds or otherwise, the Municipality shall be responsible for coordinating its work and activities with that of other licensees, grantees and other parties with interests in the Premises. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the Municipality, arising out of the work of the MBTA or other licensees, grantees or parties in interest; provided, however, that the MBTA shall make reasonable efforts to mitigate impacts on the Rail Trail Project. The MBTA will make a list available to the Municipality of any and all leases or licenses known to the MBTA along the Corridor. The MBTA makes no representations or warranties as to the completeness or accuracy of such list.
- (b) The Municipality's rights herein are granted subject to existing, easements, and rights of record to the extent that such easements rights and takings are still in effect and applicable. The MBTA explicitly reserves the right to all uses of the Premises not herein granted to the Municipality, except that the MBTA shall not (and shall not grant to others the right to) do anything on the Premises that shall materially impede the rail trail use of the Premises except temporarily (e.g., while a pipeline is

being installed or repaired). The Municipality's rights herein are granted subject to existing leases and licenses to the extent that such leases and licenses are still in effect and applicable. The MBTA hereby agrees to provide the Municipality with copies of the documents that establish the location and term of existing licenses and leases known to the MBTA. The MBTA makes no representations or warranties as to the completeness or accuracy of such documents. In the event that an existing lease or license would prevent the creation of a continuous Corridor, the Municipality, after consultation with the MBTA regarding whether a continuous Corridor can be created within a reasonable time, shall have the option (upon sixty (60) days' written notice to the MBTA), but not the obligation, to terminate this Lease as to all or any portion of the Premises affected by the fact that the construction of a continuous Corridor cannot reasonably be achieved.

- (c) The Municipality expressly agrees that any revenues obtained from the leasing, licensing, or the granting of rights for any use of the Premises to any utility or other entity shall belong solely to the MBTA. The Municipality shall not be entitled to impose any fees, charges, requirements for betterments, linkage payments or other benefits to the Municipality on any lessee, licensee or grantee of the MBTA or any other party either for installations on the Premises or on public way crossings along the Premises (except those fees normally charged by the Municipality for engineering and environmental review, if any). If despite this section the Municipality does receive some such benefit, then the MBTA shall be paid the fair market value of that benefit by the Municipality.
- (d) The Municipality expressly agrees that if there is any encroachment onto the Premises by a third party, the MBTA will have the sole right to cure said encroachment and to obtain revenue from such cure or to permit such encroachment, provided that such cure does not substantially interfere with the Municipality's use of the Corridor. Notwithstanding the preceding, to the extent that the encroachment is on the Corridor, then the Municipality shall have the right to expel such encroacher.

8.2 Utility and Communication Lines and Emergency Access

The MBTA expressly reserves all of its rights in the Premises for itself, its successors and assigns, to install, maintain, repair, replace and remove aerial, surface and subsurface utility and communication lines, wires, antennas and conduits in, on, under or above the Premises as well as the right to lease, license and/or grant easements for such utility and communication rights to third parties; except that the Municipality shall have the rights specifically granted herein. The MBTA shall take all necessary safety measures including, but not by way of limitation, notification to the Municipality of its intention to perform (or have performed) such installation and/or maintenance, and the erection of barricades, as shall be reasonably required to protect persons performing such work and construction, as well as members of the public, from injury or damage caused by, or resulting from, any entry, work or construction performed by the MBTA or its contractors, licensees, lessees, grantees (and their contractors) pursuant to this Section 8.2. The MBTA shall, at its cost and expense, return the Premises to a condition in which the Premises can be used for the purposes for which they were used before the work pursuant to this Section 8.2, if its contractors, licensees, lessees, or grantees, as the case may be, fail to do so.

Prior to entry pursuant to this Section 8.2, the MBTA shall require that any contractor, licensee, lessee or grantees provide the Municipality insurance of the activities permitted by the MBTA, to the same extent and on the same terms that the MBTA is insured. The Municipality shall be named as an additional insured on any general liability policy and umbrella liability policy. All policies shall waive the right of subrogation for any claim that may be made against the Municipality.

8.3 Assignment to Third Parties

The MBTA reserves the right to lease, assign, pledge, and otherwise alienate all or part of the Premises to third parties and to retain all consideration therefor. For purposes of this Section 8.3, the term “MBTA” shall include the MBTA and its directors, officers, employees, agents, and any entity that may succeed the MBTA.

9. Security and Operations

The MBTA shall have no obligation to provide security services or lighting at the Premises. The Municipality shall be responsible for providing public safety and emergency services for the Premises. The Municipality may install lighting and adopt time of use and other restrictions applicable to the public.

10. Default

If the Municipality defaults under any of its covenants and obligations contained in this Lease including, without limitation, the failure to indemnify the MBTA and its related parties as provided in Section 5.1, and such default is not cured by the Municipality within thirty (30) days after notice, the MBTA may elect, in order to preserve the public’s usage and access to the Premises and to ensure the public’s safety, security and enjoyment, to pursue any or all of the following remedies: (i) without obligation, cure said default, which cure may include, without limitation, entry upon the Premises for purposes of maintenance thereof, and invoice the Municipality for the cost of such cure, which invoice the Municipality shall promptly pay; (ii) if the Municipality shall continue to remain in default and/or fail to pay the MBTA after such notice, the MBTA may remove the custody and management of the Premises from the Municipality and transfer said management and control of the Premises by a new lease agreement to another qualified party for the remainder of the Term, and the Municipality shall promptly reimburse the MBTA for all necessary and reasonable costs of management so incurred by the MBTA; and/or (iii) seek specific performance or other equitable relief from a court of competent jurisdiction and exercise any available remedy at law or in equity. If federal aid was utilized by the Municipality for the design and/or construction of the Rail Trail Project, then in the event the MBTA shall seek removal of the Municipality from the management and control of the Premises, no party other than the Municipality shall be deemed qualified to assume such management and control, without the prior written approval of the Massachusetts Department of Transportation and the Federal Highway Administration. In any event, the Premises shall be used for the purposes set forth in Section 2 and provide for the access and enjoyment for the public for the duration of the Term, under the management and control of the MBTA, if necessary, until the execution of a new lease agreement or some other preliminary agreement by the MBTA with another duly selected qualified party. No delay or failure by the MBTA in exercising its rights and remedies in any one instance shall constitute a waiver of such rights and remedies in any other instance. The MBTA’s remedies hereunder shall be cumulative and not exclusive to any other available remedy.

11. Condition of the Premises at Termination

The Municipality agrees to deliver up the Premises to the MBTA at the expiration of the Term hereof in as good condition as the Premises were in after the Municipality-installed improvements were made, reasonable wear and tear excepted. Notwithstanding the preceding, if the MBTA terminates this Lease for the greater public good pursuant to Section 3, the MBTA may require the Municipality to restore the Premises to the grade existing at the commencement of this Lease.

12. Existing Utilities

The Municipality acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the scope of work. The Municipality shall comply with Massachusetts General Laws Chapter 82, Section 40 (said statute also known as the

“Dig Safe” law) and the regulations promulgated pursuant thereto including but not limited to 220 C.M.R. 99.00 et seq. To the extent the MBTA, or parties acting in behalf of it, locate and mark utilities in the right-of-way and appurtenant thereto, the Municipality shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad and transit line(s) or used in connection with services or operations of the MBTA. Any damage to such utilities caused by the Municipality shall be the sole responsibility of the Municipality. If the Municipality does not immediately repair any utilities it has damaged, the MBTA, and/or parties acting on behalf of it, without being under any obligation to do so and without waiving the Municipality’s obligation hereunder, may repair any utilities damaged by the Municipality immediately and without notice in case of emergency. In the event the MBTA exercises such right, the Municipality shall pay to the MBTA, as applicable, immediately upon demand all of the MBTA’s cost of performing such repairs plus a fee equal to twenty-five percent (25%) of the MBTA’s cost of performing such repairs to reimburse the MBTA for its administrative costs.

13. Notice of Project Completion and Record Drawings

Upon completion of its work, the Municipality shall provide written notice (“Notice of Project Completion”) to the MBTA Railroad Operations Department and the MBTA Capital Delivery Department of the date of project completion. Each Notice of Project Completion shall be accompanied by a reproducible “As-Built” copy of each approved construction drawing marked to indicate all changes and deviations from the original approved plans and recording the final conditions of the Premises (“Record Drawings”). All Record Drawings shall be received and accepted by the MBTA prior to final inspection. The Notice of Project Completion and the Record Drawings shall be delivered to:

MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, MA 02143
Attn: Chief, Engineering and Maintenance

and

MBTA Capital Delivery Department
10 Park Plaza, Suite 5170
Boston, MA 02116
Attn: Assistant General Manager

14. Results

No investigations on the Premises or on MBTA-owned land shall be conducted without the prior written approval of the MBTA, which approval may be withheld or conditioned in its sole discretion. If the Municipality conducts certain investigations on MBTA-owned land, then upon the MBTA’s written request the Municipality agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this Lease in both hard copy form and in a digital format specified by the MBTA regardless of whether the report was prepared by the Municipality, its agent, consultant or contractor, or prepared on behalf of the Municipality. All results and reports shall be provided to the MBTA within ten (10) days of receipt by the Municipality of the MBTA’s written request. The Municipality agrees to consult with the MBTA prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. The Municipality shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

15. Construction and Access Plan

The Municipality shall submit a plan and detailed specifications (including the materials to be used) and the proposed methods of performing the work, or any part thereof (the “Plan”) to the MBTA. The Municipality shall not enter the Premises until the Plan has been approved by the MBTA, which approval shall not be unreasonably withheld. The scope of work for said construction, installation, maintenance, operation and/or replacement will be more fully defined in the approved Plan, which approved Plan will automatically be incorporated herein by reference and made part of this Lease. The Municipality shall also provide the MBTA with a detailed schedule of times when the Municipality, its employees, contractors, subcontractors, or agents would like to be on the Premises to undertake the scope of work (the “Access Plan”). The MBTA shall have full power to make a final determination of when the Municipality may be on the Premises as it is necessary to coordinate the work of all those desiring or having the right to access the Premises.

16. Contracts for Improvements

All contracts for the construction or installation of the improvements at the Premises shall require:

- (a) all contractors and subcontractors to provide labor that can work in harmony with other elements of labor employed or to be employed at or near the Premises;
- (b) insurance coverage as provided herein and suretyship reasonably satisfactory to the MBTA;
- (c) all contractors or subcontractors to comply with all applicable provisions of this Lease; and
- (d) performance bonds and payment bonds in form and substance satisfactory to the MBTA, each of which shall name the MBTA, as an additional obligee and which shall be in the penal sum equal to the amount of the Municipality’s construction contracts.

17. Notices

All notices required or permitted to be given hereunder shall be in writing and addressed as follows:

In the case of the MBTA to:

Massachusetts Bay Transportation Authority
Real Estate Department
Ten Park Plaza, Room 5720
Boston, Massachusetts 02116
Attn: Chief Real Estate Officer

and

MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, Massachusetts 02143
Attn: Chief, Engineering and Maintenance

and

Massachusetts Bay Transportation Authority
Ten Park Plaza, Room 3510

Boston, Massachusetts 02116
Attn: General Counsel

And in the case of the Municipality to:

Town of Medfield

With a copy to:

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (each a “Notice”) shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described above or when delivered by messenger or overnight mail service to the correct addressee. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the addressee. The signature of an employee, servant or agent of the addressee shall be determinative on the issue of actual receipt.

The Municipality and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this Lease any other address or addresses by giving fifteen (15) days’ written notice thereof to the other party.

18. Nondiscrimination

With respect to its exercise of all rights and privileges herein granted, the Municipality shall undertake affirmative action as required by federal and state laws, rules and regulations pertinent to civil rights and equal opportunity unless otherwise exempted therefrom. The Municipality agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any federal agency and in accordance with applicable federal law and applicable state laws, rules and regulations.

The Municipality shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurements of materials and services under this Lease.

The Municipality shall not discriminate against any person, employee or applicant for employment because of race, color, religion, creed, national origin, age, sex, sexual orientation, disability/handicap or veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors or subcontractors.

19. Work in Harmony

The Municipality agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the MBTA.

20. Assignment

The Municipality shall not, without the prior written consent of the MBTA, transfer or assign this Lease or any part hereof. Such consent may be withheld in the sole discretion of the MBTA.

21. Entire Agreement

This Lease contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

[Remainder of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the Parties hereto, each for itself, its successors and assigns, have caused these presents to be executed, as a sealed instrument, by its officers, hereunto duly authorized.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____
Steve Poftak
General Manager

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Steve Poftak, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as General Manager of the Massachusetts Bay Transportation Authority.

Notary Public

Print Name

My Commission Expires: _____

[Additional signatures on following page]

TOWN OF MEDFIELD

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, 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 or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as _____ of the Town of Medfield.

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A

PLAN OF PREMISES

[see attached]

EXHIBIT B

MUNICIPAL VOTE

[see attached]

EXHIBIT C

SPECIAL CONDITIONS

The Municipality acknowledges and agrees to the following additional terms and conditions:

1. The Municipality shall not construct any permanent structures within, on or under the Premises.
2. The Municipality shall design the rail trail with due regard to persons with disabilities. The lowest branch of any tree in direct path of travel must be set at a minimum clearance of eighty inches (80") above the ground (preferably at least ninety-six inches (96") to account for wet sagging branches). If parking is provided, accessible parking spaces must be provided in the proposed parking area, including one van-accessible space. The surface of the rail trail must be constructed and maintained as a continuous, smooth, stable and slip-resistant surface.
3. The Municipality shall protect MBTA infrastructure and all subsurface utilities during construction on the Premises. The Municipality shall make any repairs to MBTA infrastructure and subsurface utilities necessitated by activities of the Municipality, which repairs shall be performed to the satisfaction of the MBTA, at no cost to the MBTA.
4. If any activity or conditions on the Premises are at any time deemed hazardous by the MBTA (i.e., determined by the MBTA to pose an unacceptable risk to MBTA customers, employees, operations or infrastructure), or if the Municipality is in breach of any material provision of this Lease, the MBTA may elect to immediately suspend the Municipality's right to use the Premises pursuant to this Lease. The MBTA shall terminate such suspension in the event that the Municipality cures its breach of the Lease and eliminates the hazardous activity or condition to the satisfaction of the MBTA.
5. In the event that any construction or operation of the Premises by the Municipality affects the MBTA Engineering and Maintenance Department, the Municipality shall reimburse the MBTA for all associated costs and expenses. To secure the Municipality's performance of its reimbursement obligations, the Municipality shall fund a force account pursuant to a force account agreement in the MBTA's standard form.

Board of Commissioners
C/O Candace Avery
Medfield Housing Authority
95 Pound St.
Medfield, MA 02052

Dear Chairperson and Members of the Board,

By way of this letter, I would like to express my interest in serving the Town of Medfield by assuming the vacant member role on the Board of Commissioners for the Medfield Housing Authority. As a new resident of the town, I am looking to get involved and serve my community in a capacity in which I am familiar and believe I can provide the most value to our town and residents.

I come from a long history of public housing experience starting with being a public housing tenant as a child and teenager with my family. Since then, I as well as members of my family, have worked in public housing program administration and program improvement advocacy, giving back to the system and improving housing for others in our communities. Personally, I volunteered at the Dedham Housing Authority through high school and college and held a position at that agency as Program Coordinator for the Section 8 program and the Federal Public Housing development.

My career has since led me to the health care industry and the health care facility management sector. I currently provide analytics and data management expertise to a Corporate Real Estate and Facilities Management firm working with healthcare agencies both here in the U.S. and abroad. My familiarity with the proposal, planning & design, construction and operational management of facilities paired with my background in public housing give me a unique perspective that I believe will be supportive in the work charged to the Board.

I thank you in advance for your time and consideration. If you should need additional information or credentials, I have included my contact information within.

Very truly yours,

Kate Heffernan
Resident, 23 Newport Ln.
857-991-4614
HeffernanKN@gmail.com

Gerilyn E. Melzar
30 Pound Street #305
Medfield, Massachusetts
(508) 359-9048 (H)
(508) 259-5681

First, I apologize for the lack of a formal resume, powers beyond my control have taken them away.

Some things about me:

- I am incredibly organized
- I am very "green"
- I taught Customer Service to a large number of personnel at North Ridge Medical Center, Fort Lauderdale, FL, where I also worked in the Education Department for nursing personnel
- I am not a "pushover" and can calm most people down and let them know their concerns are our concerns
- I am a nice, fair person

I am not exactly sure what this job entails and ask that I be given a job description:

- My goal is to hear residents' concerns and bring them to the board for review

I am proactive with great attention to detail.

Thank you for your consideration,



CANDACE & MHA BOARD OF DIRECTORS,

IN LIGHT OF THE CURRENT SITUATION
THAT WAS DISCUSSED DURING MY
RECENT PHONE CALL WITH CANDACE,
I RESPECTFULLY WITHDRAW MY
APPLICATION FOR TILDEN VILLAGE
RESIDENT BOARD REPRESENTATIVE.

Jenilyn

**MEDFIELD HOUSING AUTHORITY
30 POUND STREET
MEDFIELD, MA 02052
508-359-6454**

The Monthly Meeting of the Medfield Board of Directors came to order at 6:33 PM January 14th, 2020 in the community room of Tilden Village.

The Annual Election of Officers due to precede meeting was moved to March per board vote.

Motion by Rob Canavan, Seconded by Brent Nelson. Voted Unanimously 4-0

Roll Call:

Present: Executive Director Candace Avery, Chairperson Lisa Donovan, Commissioner Eileen DeSorgher, Commissioner Brent Nelson, and Rob Canavan.

Also Present: Supervisor Paul Hinkley, Residents (see sign in sheet)

Absent: None

Approval of Minutes for the regular December 2019 meeting:

Motion by Rob Canavan, seconded by Eileen DeSorgher to approve the minutes of the December 2019 meeting. Voted unanimously 4-0

Approval of the Payables and Balance Sheets

Motion by Brent Nelson to accept the December 2019-January 2020 Payables in the amount of \$33,912.68. Seconded by Rob Canavan. Voted Unanimously 4-0

Director Candace Avery Reported:

Accountant Reports: All look great

Work Orders: Continue to be done in real time. All work order reports presently being prepared for the PMR which will be done February 7th. Paul doing a great job.

4 vacancies. All turned over and in the process of lease. CHAMP continual issue with delays in filling units

CHAMP Update: NAHRO continues to work with DHCD to implement the centralized location at their office for the administration of the CHAMP program for the membership. This will be a tremendous accomplishment and system for the HA's as it will save in time, money in mailings, and filtering the applicants. It will also continue to allow each individual HA the final oversight of the applicants once they are qualified for a unit. NAHRO also working on putting together a letter for boards to individualize and submit to DHCD and/or Representatives to voice their concerns about the program and problems it is causing with filling vacancies. Discussion to be held.

ED Contracts: NAHRO has filed suit against DHCD for their obstruction of approval of ED Contracts and the unwillingness of DHCD to work with authorities on creating an agreeable ED Contract that will be approved by them. This is a major accomplishment and a necessary one. Please see newspaper article regarding suit.

Board reminded that if their term is up for re-election that they must pull papers and run for the next election.

Clerk Carol Mayer misinformed members stating that they did not have to run, however you will need to follow the election process. ED did speak to Carol to update her and correct the information she had provided.

Motion to approve by Rob Canavan, Seconded by Eileen DeSorgher. Voted Unanimously 4-0

New Business:

Approval of CFA: Motion to approve as presented by Eileen DeSorgher, Seconded by Brent Nelson. Voted Unanimously 4-0

Approval of Contract – Exterior Door Project: Board discussed the cost of the project: Lowest bidder Northeast Noise at \$97,000.00. Board was unhappy with the excessive cost of the project as the project consists of the installation of 24 pre-hung exterior doors. Also, board upset that the designer had tried to add an additional \$19,000.00 to their fee (although it was denied) They had already been paid upwards of \$15,000.00. Board voted to decline award and table until discussion was held with DHCD to see if there was a way to procure a lower contract cost for the project. ED will follow up with Dave McClave.

PMR: will be done February 7th, 2020

Motion to Approve by Eileen DeSorgher, Seconded by Brent Nelson. Voted Unanimously 4-0

Old Business:

Project Update:

All same status:

Door Project: Designer requested an additional \$19,000.00 for additional labor. ED denied request as it is exorbitant and unnecessary. Board in agreement.

Water Heaters: Out to bid. Project also still waiting of additional funding to meet the financial requirement of the project.

Minisplits: Project Manager assigned to project – Dan Helmes. Project should gain traction this month.

Bathroom Sink Update: Product ordered by designer and contractor incorrectly. All product needs to be reordered at the cost of designer and contractor. Both parties are working on how to absorb cost. ED reached out to HD Supply to see if there was product available that could be delivered quickly to get project complete (they are Combuys certified) HD can assist. ED will have contractor contact HD Supply to order and get project done. Meeting held and project manager Tom Mulvey in agreement.

Resident Board Member: Mrs. Pueschel had originally applied to become a resident board member, however her view is truly to establish a Tenant Organization within Tilden. She feels that this would be beneficial to all residents. ED will work with Mrs. Pueschel to do so. Mrs. Pueschel will not be applying for the individual Resident Board Member Seat.

Motion to Approve by Brent Nelson, Seconded by Eileen DeSorgher. Voted Unanimously 4-0

Tenant Open Forum: Chairwoman Lisa Donovan informed residents that on the third Tuesday of each month she will be doing outreach with the residents in the community room to assist them with their needs. She will deliver flyers and asked that residents pass the information on to others. All encouraged to have Lisa help. Wonderful program.

Mrs. Pueschel discussed enjoying Representative Garlick and the fire Department. Meeting with the Representative is being held on January 22nd, 2020 as FYI.

Adjournment:

Motion to Adjourn at 7:47 PM made by Rob Canavan, Seconded by Brent Nelson.

Voted Unanimously 4-0

Next meeting to be held Tuesday February 11th, 2020 at 6:30 PM.

Medfield Townwide Master Planning Committee Charter

(Adopted January 8, 2019)

Committee Composition

Fifteen (15) members appointed by the Board of Selectmen. Seven (7) will be at-large members. Each of the following boards or committees will appoint one member of the committee:

Planning Board
School Committee
Parks & Recreation Commission
Warrant Committee
Conservation Commission
Water & Sewer Board
Permanent Planning & Building Committee
Board of Selectmen
Ex-officio: Town Planner, Town Administrator (or her designee)

Term: through the 2020 Annual Town Meeting

Meetings: the Committee will set its own meeting schedule but is expected to meet at least monthly. The Committee may also form one or more subcommittees to address specific aspects of the Master Plan.

Responsibilities

- A. Master Planning Consultant. The Committee is authorized to retain one or more consultants to support the committee, subject to managing the cost of these consultants to stay within the budget provided by the appropriation approved at the 2018 Annual Town Meeting. The Committee shall evaluate RFP responses, and submit recommended consultants to the Board of Selectmen for approval of planned contracts.
- B. Process Plan. As a first step after formation of the Committee, the Committee shall develop a detailed process plan, to include the identification of planned consultants whose assistance is desired, for the completion of the Townwide Master Plan.
- C. Compilation and Assessment. As part of the process, the Committee shall identify all current plans or planning efforts completed or underway in Medfield that may satisfy the requirements of a Townwide Master Plan under MGL Chapter 41 Section 81D. To the extent possible such existing plans or planning efforts should be incorporated into the Townwide Master Plan to avoid duplication of effort.

D. Financial Impact: The Committee, in the final draft Townwide Master Plan, should evaluate the financial effects to the Town and taxpayers of any proposed actions in the Master Plan, including particular components thereof. Any financial assumptions used shall be based on the best current projections concerning Massachusetts' population, overall number of schoolchildren, and trends in technology and housing preferences.

E. Specific Issues to Address.

1. Location of Parks & Recreation Building: As part of the master plan, the committee should analyze the appropriate location of a new Parks & Recreation building. This is a strategic issue for the town and the Master Plan should evaluate the best location (from a planning standpoint) of that building as part of the municipal facilities master plan.
2. Commercial development and zoning: an important town goal as identified by the Board of Selectmen is responsibly increasing our commercial development to relieve the tax burden borne now by residential taxpayers. As part of the Townwide Master Plan, the committee should look to enhance our ability to attract commercial development that is consistent with the town's character. The committee should review whether our current zoning plan fits with the current and projected demands of the marketplace and recommend any zoning changes that would make Medfield more attractive to commercial development, along with any improvements to current commercially zoned town-owned property that could increase the attractiveness of that property to developers.
3. Residential Development: In addition to developing plans to increase Commercial development, the Master Plan should also evaluate strategies to enhance tax-positive residential development. The committee should review whether our current zoning plan fits with the current and projected demands of the marketplace and recommend any zoning changes that would make Medfield more attractive to the types of residential development that would increase the tax base without a corresponding increase in the cost of town services to support the additional development.
4. Beyond evaluating opportunities for tax-positive residential development, the Master Plan should also address how the town can best accommodate demand for 40B housing, community housing, and non-subsidized senior friendly housing, both with respect to locations, and with respect to design guidelines.

5. Town Land. The Committee shall evaluate parcels of town-owned land and consider, as part of the Master Plan, any parcels of land that might be sold to further town goals such as increasing commercial development, affordable housing, or senior housing.

The Committee should also take a comprehensive look at open space in town and identify actions that town should take to ensure full, ongoing access to this land, to include the identification of maintenance activities required to maintain the land and ensure its accessibility by people who want to enjoy the open spaces.

6. Improved Options for Travel Within Town. The Committee shall examine ways to best make major centers of activity in town more accessible to both vehicular and non-vehicular travelers, to include bike access and pedestrian access. Specific points to consider should include, but not necessarily be limited to, plans for sidewalk construction, cross-walks, bike lanes, and pedestrian pathways.
7. Town Infrastructure. The Committee shall assess the compatibility/ consistency between the town's long-range plans for development and long-range plans for town infrastructure development to ensure that both sets of plans are effectively supportive of the overall direction being taken by the town.

To put this another way, the Committee is being asked to “put a stake in the ground” that describes an optimal path for the town to take, moving into the future. Key questions might include making recommendations on the degree to which Medfield should deliberately plan to become a larger town, as well as what the general mix between commercial and residential development should be to best support the financial needs of the town. This might be best accomplished by creating a “planning scenario” that looks 20 – 30 years into the future and answers questions like the following:

- How big will Medfield's population be?
- How will the demographics of the town's population change from an economic, social, and age standpoint?
- How will the configuration of the town's tax base change?

Deadlines and Deliverables

1. Completion of a Townwide Master Plan for submission to the Planning Board and to Town Meeting.

2. The Committee should prepare a draft RFP(s) to recommend to the Board of Selectmen the selection of a planning consultant or consultants early in the Committee's efforts.

This charter may be amended by a vote of the Board of Selectmen.

- March 25, 2019 Amendment – Remove references to timing and Attachment A

Community Circle



Planning, Programming & Public Participation

Daphne Politis, AICP

Tel.: 781-862-1780

Six Dover Lane

Email: daphne@community-circle.com

Lexington, MA 02421

Web: <http://community-circle.com>



TOWNWIDE MASTER PLAN, MEDFIELD, MA: NEXT STEPS

DATE ¹	ACTIVITY/DELIVERABLE
July 23, 2020 (4 th Thursday of the month)	Committee Meeting: Update on Process Discuss Outreach for 3 rd Public Forum
August 27, 2020	No Committee Meeting
September 8, 2020	Draft Implementation Plan: Team Draft
September 11, 2020	Team Meeting
September 24, 2020	Committee Meeting: Prepare for Community Meeting and Public Forum
September 30, 2020	Submit Draft Implementation Plan to Committee
October 29, 2020	Community Meeting (Committee + invited local experts): Housing & Economic Development Forum
Sunday, Nov 8 th 7-9 pm – coincides with World Town Planning Day!	Public Forum #3 (virtual)
November 19 ²	Committee Meeting – if needed, most likely will be working on Draft Plan
December 23, 2020	Submit Final Plan to Committee
Dec / Jan 2021	Committee present plan to BoS & PB for adoption
Jan 2021	Request inclusion on the ATM Warrant for community endorsement
May 3, 2021	ATM

¹ Subject to shift, but in general during the same week

² (4th Thursday is Thanksgiving)



OTHER POST-EMPLOYMENT BENEFITS (OPEB)
TRUST FUND SUMMARY

As of: JUNE 29, 2020

Presentation to Medfield Board of Selectmen

OPEB STATUS BRIEFING – 10/6/20

HIGHLIGHTS - FY20 TRUST FUND PERFORMANCE

- ✘ Annual returns have been decreasing
 - + FY17 - ↑ 12.8%
 - + FY18 - ↑ 9.5%
 - + FY19 - ↑ 6.3%
 - + FY20 - ↑ 2.2% (jumped up in July)
- ✘ Total Liability calculation assumptions have changed (in our favor)
 - + Discount rate change from 5.47% to 5.94%
 - + Adjusted mortality assumptions reduced liability
 - + Adjusted age-graded claim rates reduced liability
 - + Adjustments to withdrawal, disability, and retirement assumptions for teachers increased liability
- ✘ OPEB Trust Fund is looking at spacing annual contributions out over the course of the fiscal year

OPEB LIABILITY STATUS AS OF 6/30/2019

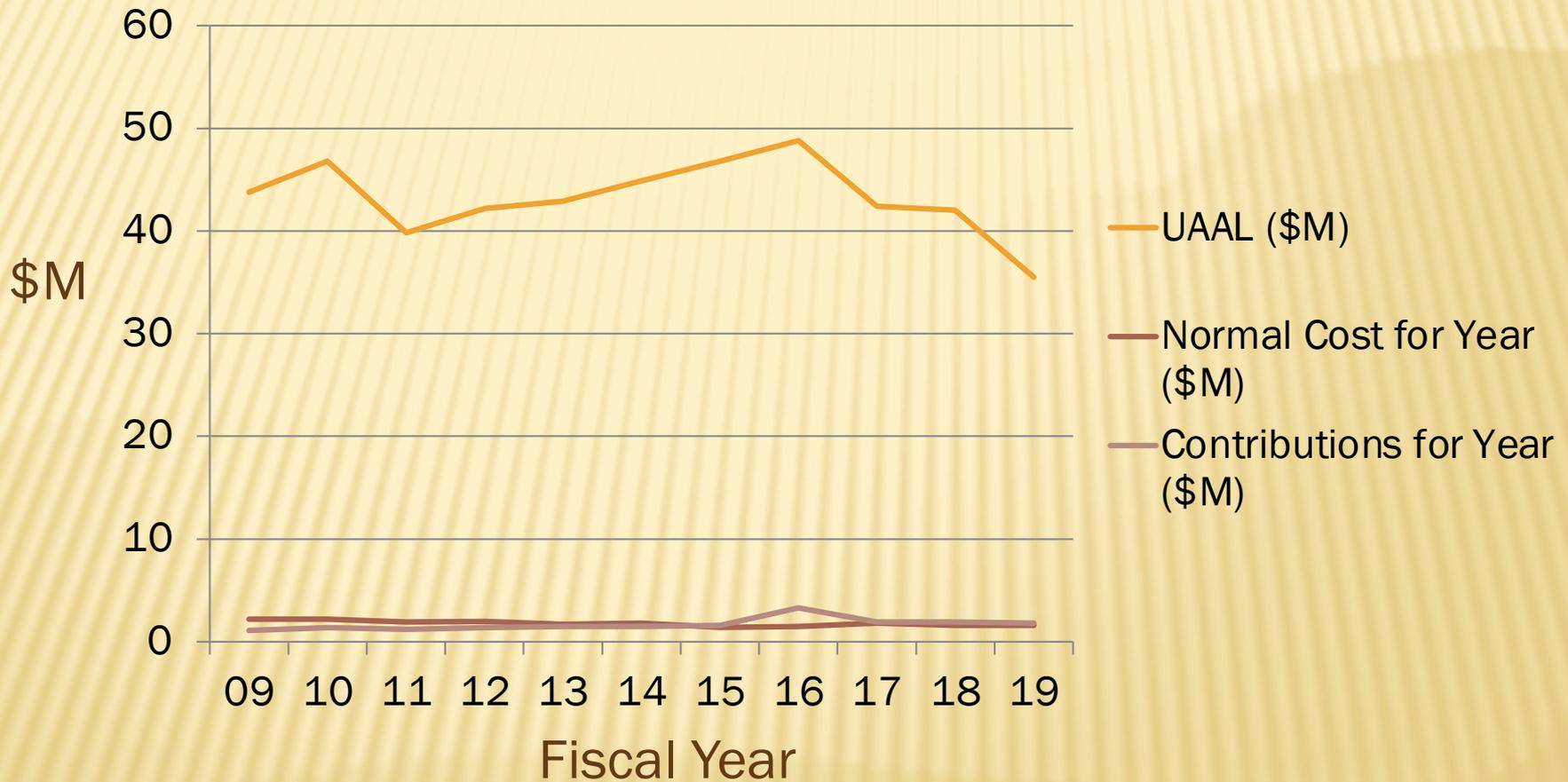
Information from Stone Consulting “GASB Statements 74 & 75 Report for Fiscal Year 2019”, dated 17Oct19	GASB-Compliant Calculation
TOTAL OPEB Liability (adjusted FY19 assumptions)	\$ 38.926 M
Funded Amount of OPEB Liability (Trust Fund balance)	\$ 3.471 M
Recognized Past Contribution (FY18 addition)	\$.400 M
Unfunded Actuarial Accrued Liability	\$ 35.455 M
Normal Cost (Price of benefits <i>earned</i> in past year)	\$ 1.574 M
Recognized “Pay As You Go” Payment	\$ 1.394 M
Recognized Current Contribution to OPEB Trust*	--

* Town \$425K (FY20) contribution not recognized in this analysis – not deposited until 8/1/19

OPEB TRUST FUND STATUS AS OF 6/29/2020

	DATE	CONTRIBUTIONS	BALANCE	
Initial Deposit	7/1/16	\$ 1,984,778	\$ 1,984,778	Bal. Transfer – OPEB Stabilization Fund to OPEB Trust Fund (PRIT)
	6/30/16	(Return - \$ 253,395)	\$ 2,238,173	12.8% return over FY16
FY18 Contribution	7/1/17	\$ 400,000	\$ 2,638,173	
FY18 EOY Balance	6/30/18	(Return - \$ 251,320)	\$ 2,889,492	9.5% return over FY17 EOY plus FY18 contribution
FY19 Contribution	8/1/18	\$ 400,000	\$ 3,325,820	
FY19 EOY Balance	6/30/19	(Return - \$ 181,475)	\$ 3,470,967	6.3% return over FY18 EOY plus FY19 contribution
FY20 Contribution	8/1/19	\$ 425,000	\$ 3,904,201	
FY20 EOY Balance	6/30/20	(Return - \$ 76,500)	\$ 3,972,467	2.2% return over FY19 EOY plus FY20 contribution
Fund Balance (incl. \$425K FY21 contribution)	As of 7/31/20		\$ 4,519,607	

TREND IN OUR LONG-TERM OBLIGATION



NOTES: 1) FY16 jump in Contribution reflects initial deposit in OPEB Trust

2) Drop in FY19 UAAL partially due to change in discount rate – 5.47% to 5.94%

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MEDFIELD

WARRANT FOR 2020 STATE ELECTION

SS.

To the Constables of the Town of Medfield

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

- Precinct One
Precinct Two
Precinct Three
Precinct Four

Center at Medfield, Ice House Road

on TUESDAY, THE THIRD DAY OF NOVEMBER, 2020, from 6:00 AM to 8:00 AM for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

Table listing election offices and districts: ELECTORS OF PRESIDENT AND VICE PRESIDENT FOR THESE UNITED STATES, SENATOR IN CONGRESS FOR THIS COMMONWEALTH, REPRESENTATIVE IN CONGRESS FOURTH DISTRICT, COUNCILLOR SECOND DISTRICT, SENATOR IN GENERAL COURT BRISTOL AND NORFOLK DISTRICT, REPRESENTATIVE IN GENERAL COURT (Precinct 3 & 4) NINTH NORFOLK DISTRICT, REPRESENTATIVE IN GENERAL COURT (Precinct 1 & 2) THIRTEENTH NORFOLK DISTRICT, REGISTER OF PROBATE NORFOLK COUNTY, COUNTY COMMISSIONERS NORFOLK COUNTY, COUNTY TREASURER NORFOLK COUNTY, SHERIFF NORFOLK COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems -- systems that collect and wirelessly transmit mechanical data to a remote server -- with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing. Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle's on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law's requirements concerning access to the vehicle's mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

A YES VOTE would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles' maintenance and repair.

A NO VOTE would make no change in the law governing access to vehicles' wirelessly transmitted mechanical data.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as “ranked-choice voting,” in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter’s ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter’s next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates’ support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters’ rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

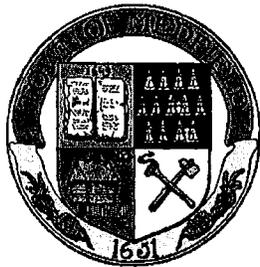
Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2020.

Selectmen of: MEDFIELD

POSTED IN THE PRECINCTS

_____, 2020.
Constable (month and day)



TOWN OF MEDFIELD
Office of
TOWN CLERK
459 Main Street
Medfield, Massachusetts

(508) 906-3024
Fax: (508) 359-6182
mbonoldi@medfield.net

October 1, 2020

Dear Board of Selectmen:

In accordance with Massachusetts General Law, Part I, Title VIII, Chapter 54, Section 12, the Town Clerk's requests a vote to appoint Ms. Tracey Klenk as Warden of the Election for the State Election to be held on Tuesday, November 3, 2020 for Precincts 1 through 4. The Town Clerk also requests vote to appoint the following as Inspectors for Early Voting (to be held October 17 through October 30, 2020 and Election Day of November 3, 2020:

Ms. Cheryl Dunlea,
Ms. Christine Alessi
Mr. Paul Foscaldo
Mr. James Feeney
Ms. Mary Patch
Ms. Debra Hedges
Ms. Linda Kimball
Ms. Laura Mulready
Ms. Kathleen Leader
Ms. Heidi Erickson
Ms. Susan Bernstein
Ms. Joanne LaFrancesca
Ms. Barbara Gips
Ms. Rose Thibault
Ms. Kerri McManama
Ms. Megan Sullivan
Ms. Elizabeth Sandeman
Ms. Sharon Ingliss
Mr. Robert Costello
Ms. Jill Herrick
Ms. Linda Frawley
Ms. Theresa Knapp
Ms. Cathy Chung
Ms. Maureen Lifnitz
Ms. Tracey Rogers
Ms. Bonnie Wellins
Mr. John McNamara
Ms. Roseli Weiss
Mr. Robert Winograd
Mr. Joseph Calo
Ms. Annette Wells
Ms. Lorain Riggins
Ms. Molly Sliney
Ms. Wendi Ayer
Ms. Kim Price
Ms. Sharon Tatro

Sincerely,

Marion Bonoldi
Assistant Town Clerk

AGREEMENT FOR CONSULTING SERVICES**RE: MSH DEVELOPMENT COMMITTEE**

AGREEMENT made this 6th day of October 2020, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and Peregrine Urban Initiative/Peregrine Group LLC, Beverly Gallo, Principal, Peregrine Urban Initiative, 20 Newman Avenue, Suite 1005, Rumford, RI 02916 (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 1-3 outlined in its September 17, 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 not exceed Forty-nine Thousand Five Hundred Dollars (\$49,500) 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: Peregrine Urban Initiative/Peregrine Group LLC, Beverly Gallo, Principal, Peregrine Urban Initiative, 20 Newman Avenue, Suite 1005, Rumford, RI 02916 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.

Contractor

By: _____

Title: _____

Town of Medfield, by its Board of Selectmen

Approved as to Form, by:

Mark G. Cerel
Town Counsel

Kristine Trierweiler
Town Administrator

Certification as to appropriation, by:

Joy Ricciuto
Town Accountant



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: Peregrine Urban Initiative/Peregrine Group LLC
Beverly Gallo, Principal, Peregrine Urban Initiative
20 Newman Avenue, Suite 1005
Rumford, RI 02916
617-901-1986
Email: Bgallo@peregrinegrp.com

PROJECT: MSHDC Development Consultant Services

PRICE:

RFP Support Services	Estimated Budget
Task 1: Work with the Town and MSHDC to confirm core “mission” and craft strategic approach and develop a preliminary Developer RFP Outline and Timetable.	\$12,000.
Task 2: Prepare Draft Solicitation Plan.	\$8,000.
Task 3: Prepare Draft RFP.	\$14,500.
Sub-Consultants. The cost of consultants in the initial Tasks 1-3 will be limited to assistance only as needed to assist the team to explore and advise as to the Town’s and MSHDC’s desired outcomes from the solicitation of developers as can be reflected in the RFP. It is envisioned that any portion of this fee that is not utilized in Tasks 1-3, will be held back and utilized in Tasks 4-6 as appropriate.	\$15,000.
Total <i>(not to exceed \$50,000)</i>	\$49,500

Signed

Title

Print Name

Date Signed



PEREGRINE URBAN INITIATIVE, LLC

Submitted to the Town of Medfield, Mass.

Response to the Request for Written Qualifications

Issued by the Town of Medfield on September 2, 2020

Date of Submission: September 17, 2020

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

Proposal for Real Estate Advisory and Development Consulting Services Prepared for: Town of Medfield/Medfield State Hospital Development Committee (MSHDC)

Proposal for Services/Work Plan – Executive Summary, RFWQ, Part A

We are pleased to submit this proposal for services to the Town of Medfield, acting by and through its Medfield State Hospital Development Committee (MSHDC), in accordance with the Request for Written Quotes, dated September 2nd, 2020. As advisors to the MSHDC, we envision this Work Plan, as summarized below, to generally include the investigation, collaboration, and draft preparation of a Request for Developer Proposals (herein, the Developer RFP) for qualified real estate development entities to (re)develop part, or all, of what is generally known as Parcel A of the property acquired by the Town of Medfield in December of 2014. This will include the creation and implementation of a Marketing Plan in accordance with the Memorandum of Agreement between the Division of Capital Asset Management and Maintenance (DCAMM), the Town of Medfield and the Massachusetts Historic Commission (MHC), also executed in December of 2014.

These initial Scopes, defined as Tasks 1 through 3 in the Request for Written Quotes for Development Consultant Services (herein, **RFWQ, Part A**), are performed in anticipation of, but not inclusive of, Tasks 4 through 6, as referenced in the ‘RFWQ, Part A’. The Work Plan is described in the sub-sections below and will be carried out in accordance with the Scope of Service, Schedule, and Fee Proposal sections detailed in this proposal. It is anticipated that the Work Plan for **RFWQ, Part B** is not yet released/available and will be provided in conjunction with MassDevelopment under separate cover.

Staffing Plan: Part A of the project will be managed day-to-day by the Lead Consultant, Beverly Gallo, the Principal of the Peregrine Urban Initiative, LLC (“the Advisor”). For the initial Tasks (1-3), Beverly will perform the majority of the work products required, and will manage and deploy third-party sub-consultants, as needed at this initial stage. It is anticipated that Eric Busch, a Principal at the Peregrine Group LLC, will be engaged as a partner to the Lead Consultant to assist on matters including participating in select meetings with MSHDC and other stakeholders as needed to assist these scopes in anticipation of the MassDevelopment contract work. Additional staff will be deployed, if required and as needed, to address supporting roles including document formatting and production. As anticipated in the RFWQ, Part A, any legal services required by the Town and/or the MSHDC will be contracted separately by the Town/MSHDC and are not included in the scope.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

Task Planning, Schedule and Budget Control: As described in the related sections below, and abridged in the Summary Work Plan summary included in Attachment A, the overall project management associated with the Scope of Service will be managed day-to-day by the Lead Consultant. It is anticipated that all work will be periodically reviewed with the MSHDC, on a mutually agreeable schedule, to ensure the intended outcomes are on track and on-budget.

Anticipated Third-party sub-consultants: We envision the use of third-party sub-consultants as described in the Fee for Service and Rate Schedule sections below. The bulk of these services will be deployed upon receipt/review of developer proposals in RFWQ, Part B; however, we will introduce some of these disciplines in RFWQ, Part A as appropriate to advance critical thinking and anticipate developer/public responses before the developers are solicited. For example, we might want to introduce the media and communications consultant early on, to begin to consider the broader implications of managing public response once the Developer RFP is released, and to advance thinking and strategy around how best to manage the release itself. Likewise, the traffic consultant can advise the team how best to direct developer responses to get ahead of traffic issue that are likely to come up as a result of the various developer responses anticipated.

Anticipated Sub-Consultant Scopes in RFWQ, Part B (NIC): In RFWQ, Part B, we envision a fiscal impact analysis model will be developed that considers property valuation and related tax revenue benefits of the developer proposals submitted. We envision the team will also look at public costs associated with public school and traffic related impacts that may off-set these benefits. This analysis will also evaluate the anticipated profit-sharing schemes included in the Land Disposition Agreement between DCAMM and the Town, recorded, dated December 2, 2014.

Comparable Work Scopes: As requested in the RFWQ, Part A, we provide the following comparable examples of developer RFPs written, managed and/or peer-reviewed:

1. Archdiocese of Boston/South Boston Collaborative, St. Vincent de Paul properties, South Boston, Mass.
2. Hyde Square Task Force, Blessed Sacrament Church property, Jamaica Plain, Mass.
3. Town of Brookline Massachusetts, Kent/Station Street, Town-owned parking lot, Brookline, MA.

Additional information about these projects are included in Section 6: Project Experience section below.

In addition, we have extensive experience in responding to similar Developer RFPs for public land (as developers), as well as in reviewing and leading team selection for public entities. This experience provides a unique perspective that will inform the format and user-friendliness of the document itself.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

Fee Proposal: As requested in the RFWQ, Part A, and described in detail in the Fee for Service/Rate Schedule below and in the Summary Fee Schedule provided in Attachment A, we address the following requests for fee structure as follows:

- Hourly Rate and Estimated Staff Deployment (including hourly rate for each project team member);
- Other Fees/Reimbursable Expenses;
- Additional Fees or minimum daily changes as they may apply. For the Scope of Tasks 1-3 above, we do not anticipate any additional fees, except if required by change order (See Fee Section below).

Please see Section 3: Fee for Service/Rate Section below for more details.

We are excited about the opportunity to apply our collective experiences in the fields of real estate development and advisory with the MSHDC and the Town of Medfield to pursue and execute a strategy to redevelop/reposition this dynamic property.

Section 1: Scope of Service/Tasks 1-3

To address the objectives outlined in the 'RFWQ, Part A', we are prepared to provide the Scope of Service items as described below. Through this process, we will introduce and explore broad topics, related to the development process, to guide the outline of the RFP in advance of soliciting developers.

These topics will include, but not be limited to, consideration of a master developer scenario vs. multiple developers' strategies, infrastructure requirements and considerations, traffic planning and pedestrian way-finding, disposition options, property management considerations and public-private use issues. We will also work with the Town to consider the 'soft impacts' of the new development options as they relate to fiscal and property tax benefits, impacts to local schools, as well as public "branding" and media controls.

We envision that the services and deliverables completed under RFWQ, Part A of the project will overlap somewhat with the services and deliverables envisioned under "Part B" of the project, regardless of who is ultimately selected to perform these subsequent scopes. It is anticipated that Part B is proposed to be financed with MassDevelopment Technical Assistance funds, Town application currently pending. Accordingly, the scopes of service that relate to sub-contracting with third party professionals who will assist us in the consideration of the items above will also be included in our

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

proposal for Part B, when that becomes available, and any unused funds from Part A will be carried over as directed by the MSHDC.

The principal goal of RFWQ, Part A is to inform and advise the documents that will become the final Developer RFP, and to solidify the development concept and programming envisioned by the MSHDC as described in the Master Plan completed in 2018. The timeline envisioned to create and finalize the deliverables proposed below is between 120 and 135 days and is dependent on the frequency and availability of meetings and public communications with the MSHDC and related stakeholders as required to provide public input into the process. Please note that the formal completion of each Task is predicated on the formal acceptance by the Town and approval of the deliverables proposed as described below.

RFWQ, Part A:

- (1) **Develop Preliminary RFP Outline and Timetable:** Using the Town’s “Strategic Reuse Master Plan” completed in 2018, we will work with the Town and MSHDC to confirm core “mission” and to craft a strategic approach that will inform the Develop Preliminary RFP Outline and Timetable. This initial scope is an opportunity to work with the Town and the MSHDC to explore and define ultimate goals to be represented in the final Developer RFP product that will drive the developer review and selection process moving forward in Part B.

During this process, we will propose and consider questions that get to the heart of what the MSHDC seeks to achieve through the developer solicitation and selection process, with respect to the planning, physical development, financing, permitting and public disposition procedures. We will work closely with the MSHDC, the Town of Medfield, the Massachusetts Historical Commission, the Medfield Historical Commission and the Medfield Historic District Commission under the terms of the MOA dated December 2nd, 2014 to ensure that the review criteria expressed at the November 2019 Special Town Meeting is maintained. We will also be mindful of the underlying DCAMM Disposition Agreement when drafting the Selection Criteria that will inform the final Developer RFP and subsequent develop selection.

Task 1 deliverables/timeline: Prepare a detailed outline of the proposed RFP document including potential Selection Criteria and timeline with key dates and steps to achieve a designated developer recommendation, assuming both RFWQ, Part A and RFWQ, Part B are completed, and in advance of a Special Town Meeting to occur in calendar 2021.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

At this time, when the initial development scope and framework are further solidified, we will work with the Town to consider how best to identify and (re)approach potential developers. This might include the solicitation of developers who have shown interest in the past in response to the Town's 2018 Requests for Information (RFI's), as well as reaching out to other development firms and non-profit developers who might be a good fit for this work. This would be an opportunity to merge the Town's preferred plan with the ideas from interested developers and a more informed public following the 2021 Town Meeting (date to be determined). These procedures are often not straight forward or without conflict/protest, but getting as much information in advance as to how the public will respond will better inform the strategy and selection of development partners.

Completion of Task 1 is anticipated to take 45 days from the execution of the Advisor's contract and issuance of a Notice to Proceed.

- (2) **Draft Advertising/Marketing (Solicitation) Plan**: Based on the preliminary RFP outline work described above, the Advisor will prepare a draft Advertising/Marketing Plan ("Solicitation Plan") that meets the agreed upon requirements discovered from Task 1 and will ensure broad distribution of the RFP to qualified developers, including those developers who responded to MSHDC's 2018 non-binding Request for Information as disclosed by the MSHDC. We will work in collaboration with the Massachusetts Historical Commission (MHC), the Medfield Historical Commission and the Medfield Historic District Commission under the terms of the MOA dated December 2nd, 2014 between DCAMM, the Town of Medfield and MHC to ensure the Solicitation Plan meets desired expectations.

Task 2 deliverables/timeline: Draft Solicitation Plan and proposed schedule for review by stakeholders including Massachusetts Historical Commission, the Medfield Historical Commission, and the Medfield Historic District Commission in accordance with the MOU referenced above.

Once the deliverables of Task 1 have been "accepted" by the MSHDC, completion of Task 2 is anticipated to take 45 days; however, we will use best efforts to try to overlap with the scope of Task 1, subject to the availability of all public parties involved.

- (3) **Prepare Draft RFP for Developer Selection for Review**:

Once the deliverables of Tasks 1 and 2 as described above and have been "accepted" by the MSHDC, completion of Tasks 3 is anticipated to take 45 days from the execution of the Advisor's contract and issuance of a Notice to Proceed and can be overlapped with the scope of Task 1.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

RFWQ, Part B: The following scopes are listed for informational purposes only and **are not included in this proposal:**

- (4) Prepare Final Developer RFP
- (5) Developer RFP Evaluation and Support
- (6) Transactional Support

Section 2: Schedule

Schedule for RFWQ, Part A: As described in Section 1 above, it is anticipated that the scope above will require between 120 and 135 days as outlined below, and assuming MSHDC’s timely review and approval of each deliverable described above. While the RFWQ, Part A anticipates this timeframe, it is our experience that the public sector nature and review requirement anticipated to support this scope of work may introduce delays that will be out of the Advisor’s control, and as such, we ask that the Town/MSHDC take this into consideration when evaluating our time tables:

Task:	Timeframe*:
(1) Work with the Town and MSHDC to confirm “mission” and craft strategic approach and Develop a Preliminary RFP Outline and Timetable.	45 days
(2) Draft Advertising/Marketing (Solicitation) Plan.	45 days, assuming some overlap w. Task 1
(3) Prepare Draft RFP for Developer Selection.	45 days
Est. 120 days (with overlap) – 135 days	

**** Includes meetings with the MSHDC and all stakeholders referenced in Tasks 1-3 above, and revisions as reasonable and/or required. This schedule assumes 10.1.20 contract/NTP.***

In order to address current social distancing guidelines and ‘work at home’ restrictions, the work proposed in this submission will be largely conducted remotely. We assume all meetings will be conducted using video meeting platforms such as Microsoft Teams or Zoom. In addition to providing a

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

remote meeting space, these platforms will be used to present draft documents for the Tasks described above. The MSHDC will coordinate all public meeting requirements with the Advisor.

Please see the detailed Schedule, Staff and Fee chart organized by task, schedule and estimated hours in Attachment A.

Section 3: Fee for Service and Rate Schedule

As described in Attachment A, the total fee for the scopes described above is \$49,500. The Fees proposed are to be paid separately and directly to the following entities, as independent contractors, as the work is performed and invoices are submitted:

Lead Consultant: Peregrine Urban Initiative LLC – 1st phase

MassDevelopment Consultant: T.B.D. – 2nd phase, some assistance in phase 1 as required.

Sub-Consultants Proposed: Deployed as needed. Please see sub-consultant qualifications included in Attachments C for each of the following:

1. Traffic impact assessment - Howard Stein Hudson, proposed.
2. Public Fiscal Impact Analysis and Modeling, including Public School Impact Assessment - Karl F. Seidman Consulting Services, proposed.
3. Media and communications consultant – Tom Palmer Communications, proposed.

It is assumed the majority of the scope of these sub-consultants will be included in RFWQ, Part B, after developer responses are received and can be analyzed. We will engage sub-consultants in Part A as necessary to address the scope of Tasks 1-3.

Fee Structure: Based on the Tasks 1-3 outlined above, we estimate the following fee by task:

- Task 1: Work with the Town and MSHDC to confirm core “mission” and craft strategic approach and develop a preliminary Developer RFP Outline and Timetable.

Estimated budget: \$12,000.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

- Task 2: Prepare Draft Solicitation Plan.

Estimated budget: \$8,000.

- Task 3: Prepare Draft RFP.

Estimated budget: \$14,500.

- Sub-Consultants. The cost of consultants in the initial Tasks 1-3 will be limited to assistance only as needed to assist the team to explore and advise as to the Town's and MSHDC's desired outcomes from the solicitation of developers as can be reflected in the RFP. It is envisioned that any portion of this fee that is not utilized in Tasks 1-3, will be held back and utilized in Tasks 4-6 as appropriate.

Estimated Budget: \$15,000.

The proposed fee arrangement (excluding the cost of sub-consultants) is based on the estimated time and representation required by the Advisors for each phase of the project as described in this proposal. As illustrated in Attachment A, this represents an hourly rate of \$225/hour for the Lead Consultant and an average of \$150/hour for the Project Assistants as needed.

Hourly Rates:

Principal - \$225 (Beverly Gallo and Eric Busch)

Project Assistant (staff member TBD) - \$150

These rates include cost of travel to and around the Medfield area and parking fees (if required) but *excludes* the cost of all long-distance travel/accommodations, bulk copying, printing and mail services only as required. Any extraordinary expenses will be subject to prior approval of the Town and billed as mutually agreed.

Services will be provided on an hourly basis as required to support project objectives and as directed by authorized staff at the MSHDC, commencing upon receipt of a Notice To Proceed (NTP), and extending to the Term proposed below. Additional services beyond the scopes outlined above will be billed as needed/as approved on a time and materials basis. Monthly fees are due and paid upon invoicing on the first day of each month for work performed in the previous 30-day period.

Beverly Gallo (Peregrine Urban Initiative) will serve as the Principal Advisor to manage the scope of services outlined above (RFWQ, Part A). Eric Busch will be deployed as needed to assist the MSHDC to advance the anticipated scope of work that may be required in RFWQ, Part B (Advisor to be

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determined). Any third-party sub-consultants required in RFWQ, Part A will be billed accordingly and separately.

It is the intent and practice of Peregrine to seek efficiency in cost and service delivery. It is expected that this work will commence on October 1st, 2020 (NTP).

Section 4: Term

It is assumed that the services described in this proposal will be made available to Town of Medfield for a period up to 6 months, as needed, and may be extended upon mutual agreement. It is further assumed that tasks proposed herein are estimated for completion within, or before, that time.

Section 5: Additional Services

In addition to the deliverable scopes above, and as envisioned in the RFWQ, Part A, the team is prepared to address any additional services, beyond those in the Scope of Services described, as requested by the Town and/or MSHDC. Additional services will be considered a change order (subject to all public bidding regulations) and will become amendments to the Contract for Services, with all tasks clearly delineated and associated fees will be estimated in accordance with Fee and Rate Schedule section above.

Section 6: Project Experience

Lead Consultant Experience

As the attached qualification statement provided in Attachment B demonstrates, Beverly Gallo has practiced for over 25-years in the fields of affordable housing and economic development with specific experience is structuring mixed-financed projects including, but not limited to: 9% Low-Income Housing Tax Credits (LIHTC), 4% LIHTC projects with associated tax-exempt bonds, numerous public subsidies from DHCD and local public sources, including operating subsidies such as Project-Based Section 8s and the Massachusetts Rental Voucher Program. In addition, Bev has long standing relationships with private and quasi-public lending institutions including MassDevelopment, MassHousing, Massachusetts Housing Investment Corporation, and Massachusetts Housing Partnership, in addition to myriad commercial lenders and LIHTC investors.

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Relevant to this RFWQ, Part A and in addition to my experience working with public sector and non-profit clients to develop and prepare RFP's for developer proposals, I have provided similar RFP preparation, solicitation and selection review for the following projects:

1. Archdiocese of Boston/South Boston Collaborative: Under contract with the South Boston Collaborative, PUI worked with the parish, the Archdiocese of Boston and the City of Boston to strategize and prepare a developer RFP, issued in 2019 that addressed the long-term goals for all involved.
2. Hyde Square Task Force/Blessed Sacrament Church: Under contract with the local youth development non-for-profit, the Hyde Square Task Force, PUI worked with the HSTF Board to establish goals and rehabilitation scopes that became the basis for the RFP issued in 2018.
3. Town of Brookline: Under contract with the Town of Brookline, Office of Planning, PUI peer reviewed the responses received from the 2019 Developer RFP released by the Town for Town-owned parking lots at Kent and Station Streets. An analytical memo was prepared to address each component of the RFP responses for feasibility and competitiveness.

General experience for the Lead Consultant is described below with sample projects illustrated in the Qualifications/Resume provided in Attachment B:

Project Management Experience: Throughout Bev's 25 years of experience in the planning, finance and development of affordable housing and economic development, project management services are at the core of my practice. Thoughtful and organized management of resources, consultants, architects, attorney(s), and municipal processes is central to my work and is demonstrated through the portfolio of work and related professional references presented in this submission.

Deal Structuring & Assemblage of Lenders, Investors and Development Partners: A key component of the consultant's work will include advising on potential partnerships between the MSHDC, the Town of Medfield and its stakeholders, as well as the private developer(s) selected. Having worked as both a development consultant and a private developer, Bev is uniquely qualified to see the projects from all sides and interests, especially when it comes to meeting missions with the realities of private financing. As the MSHDC team develops its new "organizational and operational frameworks", this perspective will be important.

Financial Consulting Experience: The process of financial due diligence and initial feasibility is central to most of the projects Bev has worked on. This includes the creation of dynamic financial feasibility

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models that can be adjusted to address any unique design or construction realities and to determine the number and type of new housing units that could be added to the Town's current asset portfolio.

Utilizing Public/Private/Partnerships (P3s): In addition to Bev's affordable housing experience, she has focused particularly on the creation and utilization of "Public/Private/Partnership" deal structures (so-called "P3 projects") that engage public, private and non-profit organizations and interests to maximize efficiency and value in the development and financial process. The P3 structure utilizes creative, non-traditional mixed-finance capital stacks through unique public and private funding mechanisms such as MassWorks, I-Cubed, Opportunity Zones, as well as Tax-Exempt Bonds and credit enhancement programs through MassDevelopment and the Commonwealth to support complex projects that require infrastructure and utility development that goes beyond the scope of the housing development itself. As a private developer, Bev has similar experience working with local Main Street entities whose Charter is to plan and oversee commercial urban neighborhoods in which we build.

While these programs may not be appropriate to support the direct scope of service described in the RFWQ, Part A, this experience will assist in considering proposals from developers who may suggest utilizing these non-traditional funding sources to support related infrastructure work that might be required.

Experience with Public Engagement and Communication: Finally, Bev's work in the public and private sectors has brought me to the forefront of public communications and transparency -- whether it's bringing a proposed project to the public for comment and input through the local zoning and entitlement processes, or presenting a project to neighborhood groups in advance of these procedures. In anticipation of the Developer RFP release, the ability to anticipate and address how the Town and its residents will respond to the inclusion of a variety of site programming options and will be valuable when reviewing and managing the developer proposals received. The ability to reconcile the Town's mission and core objectives will be critical to the success of any project and we look forward to sharing our many experiences in that arena.

Public Housing Authority Experience: While not relevant to the scope of this RFWQ, Bev has particular experience working with housing authorities and HUD on projects throughout the Northeast, including those utilizing the former Hope VI, ARRA, NSP(2) and RAD programs. She also brings extensive experience in managing the physical development and construction processes in partnership with non-profits, for-profits, municipalities and public housing authorities.

Previous Housing Authority work includes: The Cambridge Housing Authority, the Boston Housing Authority, the New Haven Housing Authority, the Taunton and Brockton Housing Authorities, as well as HAs in other Massachusetts towns including Sandwich, Chatham, Martha's Vineyard, and Hopkinton to structure and negotiate LIHTC mixed-income financing projects.

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Projects recently completed or underway: In addition to the projects described in Attachment B, Bev is currently working with the Town of Manchester-by-the-Sea (Manchester Housing Authority and Affordable Housing Trust), the Town of Provincetown and their “Year-Round Housing Trust”, The City of Boston’s Public Library/Affordable Housing asset repositioning project, and the City of Quincy’s planning office and Affordable Housing Trust to support similar redevelopment scopes of work. In addition, Bev is working on the on-going master redevelopment effort in Andrew Square, South Boston.

Peregrine Group LLC Experience

A Unique Perspective

Helping clients and partners navigate a strategic path - through all stages of a real estate development project - is what we do. Our process-based approach relies upon a strong platform of communications, pragmatism, efficiency and deep experience in all manner of project delivery. Peregrine excels at helping clients prioritize their needs, outline a collaborative process of decision making, and to define a clear path towards meeting their objectives.

We believe that our services differ from other firms in the marketplace due to experience and expertise in all aspects of the project lifecycle. And, that our perspective – through ownership of complex projects, through our experience in asset management and through our (affiliated) property management capacity, is unique for a development services firm. Beyond the management of the implementation process, our team brings decades of experience in complex transactions, multi-source public/private financing and in working closely with clients and partners on the foundational business aspects that make them successful. Such experience and expertise allow for a holistic approach to help our clients.

Peregrine works with varied asset types including multi-family residential, (including mixed income and age-restricted housing), mixed-use, retail, commercial, institutional and hospitality. We also have experience with for-sale housing as well as with continuing care retirement communities. Peregrine has multiple recent and current projects which involve large-scale master plans and/or campuses. Within these asset types and campus plans, the firm has worked within complex Public Private Partnerships. This perspective helps to understand all sides of a project.

Public Experience

Over the last 10 years, the Peregrine team has facilitated over \$400 million in public projects including state, local and public K-12 clients. Services have included:

- Development/feasibility analysis for public assets totaling more than \$100 million in total projected value

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- Procurement of more than \$30 million in architectural and engineering services
- Procurement of more than \$300 million in construction services
- Oversight of more than 60 acres of site and building development

Key Public/Private Representative Projects (additional examples available upon request):

- **Providence Redevelopment Agency**; worked closely with agency staff to attract and structure private development projects and disposition for multiple publicly-held parcels.
- **Pawtucket Public Safety Complex**; Acting on the municipality's behalf to manage all aspects of site selection, budgeting, programming and transactional elements related to the construction of a proposed public safety complex (police, fire). A private development firm will design, build, finance, operate and manage (DBFOM) the complex within a long-term lease obligation from the City. Peregrine is managing the process and managing the City's risks in entering the long-term commitment.
- **Rhode Island Veterans Home**; Owner's Program Manager for the State of RI Department of Administration for demolition and new construction of a 270,000 square foot campus- from inception through furniture procurement and install.
- **Barrington (RI) Middle School**; Owner's Project Management for all aspects of the design and construction of a \$68M middle school. Role included leading the bond referendum and subsequent Financial Town Meeting activities such as participation in planning, graphics preparation and presentation of the project at community forums/meeting to more than 700 town residents.
- **East Providence High School**; Owner's Project Management for all aspects of the design and construction of a ground-up high school. Peregrine worked closely with District leadership (superintendent, business manager, facilities), School and Building Committee members to establish preliminary budget and schedule for the \$189 million project. Peregrine supported the bond referendum consultant and worked closely with the District and Committee members through multiple community forum and outreach session. Project currently in construction.
- **State of RI Department of Administration/ Division of Capital Asset Management and Maintenance (DCAMM)**; Owner's Representative for the Planning, Design Deconstruction and Restoration of Alternative Hospital Sites that were quickly created to address the COVID-19 crisis.
- **Repositioning of Vacant Zion Bible College Campus**; On behalf of a private development company, Peregrine worked closely with the town leadership and community/neighbors in

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Barrington, RI to work through a successful site assessment, rezoning and Master Plan for the re-use of a long-vacant and dilapidated 40 acre college campus and historic buildings. The scope included leading the physical assessment of the campus and buildings, utilities/infrastructure, and in working with the community to develop a re-use plan. The result was an approved Master Plan for residential use including senior living (over 300 units). In the process, a Real Estate Property Tax plan, as well as an affordable housing plan, was established in close concert with local stakeholders.

As illustrated within the representative engagements, Peregrine personnel have managed a diverse mix of projects within the intersection of public and private entities.

In addition, Colin Kane, a Founding Partner at Peregrine was appointed the first Chairman of the I-195 Redevelopment District Commission shortly following the legislative approval of the District. In the role, he coordinated the acquisition of 19-acres previously utilized for the former Rte 195 highway in Providence. Challenges included managing the Private Placement of a \$40 million tax-exempt bond and in clearing complicated title issues. The role included:

- Leading public and internal dialog to seek to approval and resourcing of a 1,200-car structured parking garage.
- Defining and implementing a long-term public space maintenance funding plan for the District.
- Public and private infrastructure investment included sewer/storm drainage, gas/electrical service, telecom services, public parks and pedestrian bridge spanning the Providence River, and sidewalk/road network.
- Master permitting the entire 19-acre urban, waterfront area. The completion of the Master Permit (the only one issued in the history of RI) and infrastructure resulted in pad-ready development sites with complete, institutional quality due diligence files supporting predictable and rapid project underwriting and execution.
- Creating the construct for public parcel disposition decision-making which has successfully been implemented for the development of numerous projects.

The personnel and resources at Peregrine group were leveraged in all aspects of the effort.

A number of the projects that Peregrine has guided and managed include historic preservation.

Historic - Representative Projects:

- **Roslindale Substation / Parkside on Adams;** Peregrine and Peregrine Urban Initiative converted a former funeral home and historic MBTA electric substation into 43 units of rental housing and 8,000 s.f. of commercial and retail space at this Transportation Oriented mixed-use site located immediately adjacent to Adams Park in the heart of Roslindale Village.

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- **Downcity Providence;** For over a decade, Peregrine has worked closely with a private development firm in all aspects of development of multiple mixed-use rehabilitations and in-fill new construction projects within the historic Westminster St corridor. The effort includes hundreds of urban apartments within historic structures, as well as street facing retail and restaurants, office spaces, parking, green spaces and infrastructure. The projects have leveraged historic tax credits and a number of other public/private financing sources, as well as real estate tax stabilization agreements.
- **Rumford Center Campus;** As Owner/Sponsor and Project Manager, Peregrine completed the development of the 8.5-acre, 200,000 gross square foot mill complex (circa 1858) in East Providence, RI. This project involved the preservation-driven adaptive re-use of a former industrial, brownfield facility to a mixed-use campus consisting of 89 residential apartments, 60,000 square feet of commercial office and 7,800 square feet of retail space. The project included complex debt/equity financing involving historic tax credits and institutional debt. Phase III of the project consisted of an additional 68,000 square foot 5-story residential building. This phase of the campus project was completed October 2017
- **Ocean House Resort;** Led the redevelopment of a historically significant 1868 grand Victorian, oceanfront hotel located on Block Island Sound, one of the largest privately funded projects in RI. The buildings include a 49-key full-service, five-star hotel, 21 residences and spa/restaurant/beach amenities.

The preceding is a subset of dozens of historic projects that Peregrine has been involved with in recent years.

The breadth and depth of experience allows for a firm understanding of historic issues related to the physical and regulatory constraints involved, as well as the nuances and challenges of the financing process, and in adding infill projects. All items are key in balancing the need to develop modern functional spaces while still maintaining the rich historic fabric that drives placemaking.

(continued next page)

Peregrine Urban Initiative/Peregrine Group LLC

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Section 7: Project References

Peregrine Urban Initiative: The references below represent projects that Bev is currently working with or with whom she's had relevant experience with respect to the scope proposed:

1. **Kathy Kottaridis:** Executive Director, Historic Boston Incorporated
20 Eustis Street, Boston, MA 02119
(617) 799-5256 (M)
Kathy@Historicboston.org

2. **Father Peter DeFazio:** Pastor, South Boston Collaborative
75 Flaherty Way, South Boston, MA 02127
(617) 617-529-4398 (M)
padrepeter@icloud.com

3. **John Cissel:** President of Development
Core Investment, Inc.
699 Boylston Street, 10th floor
Boston, MA 02116
781-358-3960 (M)
jcissel@coreinvestmentsinc.com

Peregrine Group:

1. **Cecelia E. Hallahan,** RA, NCARB, LEED A.P.; Project Manager
Rhode Island Department of Administration
Division of Capital Asset Management and Maintenance
Design and Construction
1 Capitol Hill
Providence, RI 02908-5716
401-222-2042

Peregrine Urban Initiative/Peregrine Group LLC

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2. **Kathy Crowley**; Superintendent
East Providence School Department
2000 Pawtucket Avenue
East Providence 02914
(401) 383-2224
kcrowley@epschoolsri.com

3. **Kimberly Haskins**: CFO; Cornish Associates
46 Aborn Street
Providence, RI 02903
(401) 421-0254
kimberly@cornishlp.com

Section 8: General Project Assumptions

- Official correspondence rendered on behalf of Town of Medfield or MSHDC (including but not limited to financial obligations, guarantees, mortgages, notes, reports and certifications) for the above referenced project(s) shall be executed by appropriate and authorized staff on behalf of Town of Medfield or the MSHDC. The undersigned Advisor shall assume no financial or corporate responsibility of any kind on behalf of the project or its sponsor(s). The Advisor shall assist in these matters only as mutually agreed upon by Town of Medfield or the MSHDC and the Advisors in a formal contract.

- All legal matters and decisions related to the project shall be the sole responsibility of Town of Medfield's or the MSHDC's legal staff or its assigns. The Advisor shall assist in the delivery and enforcement of such matters as necessary to support the scope of services described herein.

- All necessary members of the development team, including representatives of Town of Medfield or the MSHDC and its partners, third party consultants/contractors and service providers, are accessible and available as necessary to carry out the scope of services described herein. All members of the Town's staff are participatory in project meetings, are responsive to written and/or verbal correspondence (including e-mail) and have completed all tasks and activities as necessary to support this scope of service and the project in general.

- Access to information from Town of Medfield or the MSHDC staff members, third party consultants/contractors and services providers as needed to support the tasks and activities listed above, including but not limited to current corporate and design standards and policies, financial reporting requirements and relevant legal statutes as appropriate.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

Attachments

To support the scope of services outlined above, please note the following Attachments:

Attachment A: Task Planning: Schedule, Staff and Fee summary

Attachment B: Lead Consultant's Experience and Qualifications

Attachment C: Proposed Sub-Consultant's Experience and Qualifications

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

Attachment A:

Task Planning, Schedule and Fee summary

MEDFIELD STATE HOSPITAL RFWQ, PART A - SCHEDULE, STAFF AND FEE SCHEDULE Attachment A

Labor Estimate Assumes 10.1.20 START

Please note, in the interest of time, we will work to achieve the Early Targets below assuming no delays are encountered that are out of our control.

Task Description	Total Hours	Total Fee	Target (Early):	Staff Assisnged:
1. Develop Preliminary RFP Outline/Timetable	131	12,000	11.16.20 45 days	See below
2. Draft Advertising/Marketing (Solicitation) Plan	50	8,000	12.15.20 45 days with overlap	See below
3. Prepare Draft RFO for Developer /Selection	61	14,500	12/31/2020 45 days	See below
Estimated Sub-consultants	NA	15,000	TBD TBD	See below
	242	49,500	See breakdown below	

LEAD CONSULTANT FEE SCHEDULE: \$225/hour

Task Description	Lead Consultant Hours	Total Fee	Target end:	Staff Assisnged:
1. Develop Preliminary RFP Outline/Timetable	46	10,400	11.16.20 45 days	B. Gallo
2. Draft Advertising/Marketing (Solicitation) Plan	32	7,200	12.15.20 45 days with overlap	B. Gallo
3. Prepare Draft RFO for Developer /Selection	53	11,900	12/31/2020 45 days	B. Gallo
	131	29,500		

PEREGRINE GROUP LLC (blended rates at \$200 to include PM staff):

Task Description	PG assist hrs.	Total Fee	Target start/end:	Staff Assisnged:
1. Develop Preliminary RFP Outline/Timetable	8	1,600	11.16.20 See above	Eric Busch + jr staff
2. Draft Advertising/Marketing (Solicitation) Plan	4	800	12.15.20 See above	Eric Busch + jr staff
3. Prepare Draft RFO for Developer /Selection	13	2,600	12.31.20 See above	Eric Busch + jr staff
	25	5,000		

Sub-Consultants:*

Task Description	TBD	Total Fee Est.	Target start/end:
Fiscal Impact Assessment		5,000	TBD
Media and Communications Consultant		5,000	TBD
Initial Traffic Impact Assessment		5,000	TBD
	0	15,000	

* PLEASE NOTE: SUB-CONSULTANT SCOPES WILL BE CARRIED OUT PRIMARILY IN RFWQ, Part B. These estiamtes a total and cummulative and any fee not used in Part A will be carried over to coincide with Part B.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

Attachment B:

Lead Consultant's Experience and Qualifications

Beverly Byer Gallo

Principal – Peregrine Urban Initiative and Byer Gallo Associates, LLC



**Fairing Way, Weymouth, MA
Closed July 2014**

Peregrine Urban Initiative and Byer Gallo Associates LLC are independent real estate development and advisory firms (respectively) that specializes in the planning, development and financing of affordable housing and related urban development initiatives. In a consultative role, we provide a wide range of project management services to assist developers, lenders, investors, municipalities, housing authorities and community-based non-profits to advance projects that promote smart growth, affordable housing and economic development opportunities in established and transitional urban neighborhoods. As developers/owners, we plan, design, entitle, construct, finance and manage our own portfolio of investments in emerging urban neighborhoods with a focus on long-term positions.

With a particular focus on urban projects, we have extensive experience structuring debt, equity and subsidized capital for complicated mixed-use/mixed income and public-private-partnership (P3) projects including but not limited to:

- Low income tax credits (federal and state) – allocation and syndication.
- Historic Tax Credits (state and federal).
- Tax exempt bond financing.
- Gap finance sources (state and local) – including DND (Boston) and DHCD (MA.) sources.
- New Market Tax Credits.
- Section 108 loan guarantee program.
- Section 8, VASH and MRVP (Mass.) operating subsidies.
- Mark-to-Market underwriting.
- Senior Housing Entry-Fee model strategies.
- Public-Private-Partnership (P-3) and traditional Private investment sources.

We also have extensive experience in zoning and permitting including under M.G.L. Ch 40B and City of Boston Article 80 and Planned Development Area (PDA) overlay zoning.

Current and recent projects are listed below. The attached cut sheets provide additional information regarding specific completed projects.

- **Women's Institute for Housing and Economic Development, Scattered-Site redevelopment**: New Bedford, Mass. Development consultant with a focus on the redevelopment and financial repositioning of 3 historic affordable housing developments. *Project is on-going.*
- **Atlantic Gardens, Karsten Companies**: South Weymouth, Mass. Re-financing of a challenging 32-unit expiring-use development in North Quincy. *Project is on-going.*
- **Blessed Sacrament Church, Hyde Square Task Force**: Jamaica Plain, Mass. Development consultant to the community-based youth programming organization to strategize and implement the re-positioning and redevelopment of the Blessed Sacrament Church to a mixed-use facility with a focus on community use and youth programming as well as housing and commercial development. *Project is on-going.*
- **MassChallenge Boston, HQ, Core Investments, Inc.**: Working as an advisor to Core Investments, the HQ relocation project is focused on design, financial strategies including innovative P3 initiatives, partnership negotiations and related due diligence to support this new 20,000 s.f. Boston headquarters for this high-tech incubator non-profit with a global presence. *Project on hold.*
- **Washington Village, Core Investments, Inc.**: South Boston, Mass. 656-unit+ mixed use/ mixed income development with 100,000 s.f. of new retail space; project is privately finance. *Construction slated to begin 2020.*
- **1943 Dorchester Avenue, In partnership with the Peregrine Group LLC, as owner**: Dorchester, Mass. 64-unit market rate/middle income housing product with IDP affordable units; *Construction is complete, currently leasing up.*
- **AO Flats at Forrest Hills, The Community Builders, Inc.**: Jamaica Plain, Mass. 78-units mixed-income affordable housing community; LIHTCs, City of Boston subsidy sources and MassHousing Workforce Housing Program. *Construction is underway.*
- **Fairing Way, Eventide Homes**: Southfield, Weymouth, Mass. (Phase I): 104-unit independent living (IL) senior housing and long-term care facility; 'entry-fee' model financing structure. *Completed 2016.*
- **Genesis House (aka Kurlat House), 2Life Communities (formerly, Jewish Community Housing for the Elderly)**: Brighton, Mass. Campus: 209-unit substantial rehab of the Genesis House senior independent living housing with services; Low-Income Housing Tax Credit (LIHTC) financing with tax-exempt bonds and a Section 8 contract extended under HUD 'Mark-to-Market' program. *Completed 2018.*
- **Parkside on Adams, In partnership with the Peregrine Group LLC, as owner**: Roslindale, Mass. 43-unit market rate/middle income housing product with IDP affordable units. *Project completed 2015.*
- **Sankofa Apartments, West Elmwood Housing Development Corp.**: Providence, RI. 50-unit Low-Income Housing Tax Credit (LIHTC) financing with City and State subsidies. *Project completed 2015.*
- **On-The-Dot Master Plan.** Core Investments, Inc.: Andrew Square, Boston, Ma. 28-acre master plan and redevelopment.

- **Jackson Commons, Urban Edge**: Roxbury, Mass. 37-unit LEED Certified, affordable housing development with 12,000 s.f. of retail; LIHTCs, City of Boston subsidy funds, New Market Tax Credits. *Projected completed 2015.*

Project References:

1. Robert Charest: SVP, Originations/Equity Production
Boston Financial Investment Management, LP
101 Arch Street, Boston, MA 02110
617-488-3530 (P)
Rob.Charest@bfim.com
2. Brian Slater: First Vice President/Group Head Corporate Banking Group
East Boston Savings Bank
10 Elm Street, Danvers, MA 01923
978-977-6014 (P)
bslater@ebsb.com
3. Joyce Hagland: Executive Director
Rice Eventide Homes/Fairing Way
25 Stonehaven Drive
South Weymouth, MA 02190
(617) 549-2049 (C)
jhagland@comcast.net
4. John Cissel: President of Development
Core Investment, Inc.
699 Boylston Street, 10th floor
Boston, MA 02116
781-358-3960 (C)
jcissel@coreinvestmentsinc.com



BEVERLY GALLO, *Principal, Byer Gallo Associates LLC*

Beverly Gallo formed the Peregrine Urban Initiative in 2012 as the lead Principal in the new business line focused on the pursuit of development opportunities in emerging, transitional and underdeveloped urban neighborhoods as a way to bring private investment to traditionally underrepresented communities. Beverly remains as the Principal of Byer Gallo Associates LLC (BGA), an independent advisory firm focused on assistance to private, not-for-profit and public sector clients in the planning, finance and development/preservation of distinctive affordable housing and economic development initiatives. She brings over 25 years of experience in the design, construction and (*often creative*) finance of mixed-use/mixed-income real estate development. Her unique combination of business and community-based development skills have served to complete challenging (re)development projects in urban communities large and small.

Prior to launching BGA, Beverly worked as the Director of Development for the South Boston Neighborhood Development Corporation and as Senior Project Manager for Robinson Mills + Williams Architects in the San Francisco Bay Area. She also served as a Project Manager for The Flatley Company in Braintree, MA. She holds a Master Degree in Urban Studies and Planning and a Master of Science in Real Estate Development from the Massachusetts Institute of Technology.

Beverly Gallo – Principal

Previous Experience

- **South Boston Neighborhood Development Corporation**, *South Boston, MA*
Director of Development [1994-1997]
- **Robinson, Mills + Williams Architects**, *San Francisco, CA*
Project Manager, Design and Construction Services [1989-1992]
- **The Flatley Company**, *Braintree, MA*
Project Manager, Real Estate Development Division [1987-1989]

Education

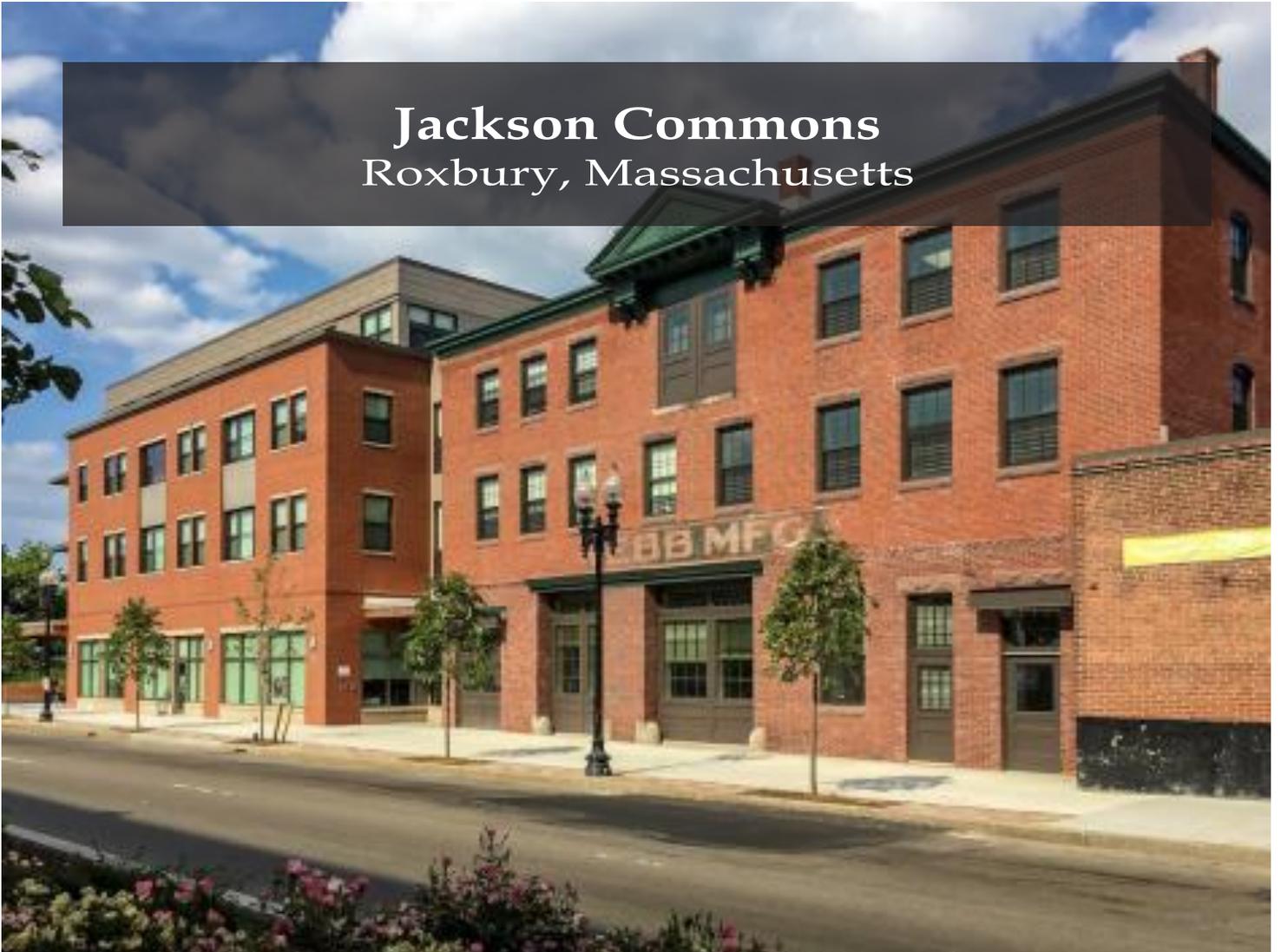
- **Massachusetts Institute of Technology**
Master of City Planning, December 1994: Concentration in Housing and Economic Development.
Master of Science in Real Estate Development, June 1995: Concentration in Real Estate Finance.
- **University of Massachusetts/Amherst**
Bachelor Degree with Individual Concentration in Architecture and Business, 1987.

Professional Affiliations and Awards

- Recipient of the Public Sector Fellowship award, MIT's Center for Real Estate.
 - Schools for Children, Board Member [2006-2009].
 - Housing Corporation of Arlington, Board Member [1998-2000].
 - National Congress for Community Economic Development, Member [1994-1998].
 - MACDC: Economic Development Advisory Committee, Council Member [1994-1997].
 - MACDC: Small Business Development Committee, Council Member [1994-1997].
 - Massachusetts Micro-Enterprise Coalition, Council Member [1994-1998].
 - Mid-Peninsula Housing Coalition, Redwood City, CA, Pro bono Development Consultant [1989-1992].
-

Jackson Commons

Roxbury, Massachusetts



DETAILED

TYPE

New Construction/Adaptive Reuse, Mixed-Use, Income Rental Housing

SQUARE FEET

49,000

PROJECT VALUE

\$26 Million (est.)

PROJECT TEAM

*Architect:
Prellwitz/Chilinski Associates*

REFERENCE

*Chystal Kornegay, Executive Director
MassHousing
(617) 854-1000*

Jackson Commons is a mixed-use, mixed-income, transit-oriented component of a 14-building, \$250M redevelopment efforts in the Jackson Square community of Boston's Roxbury and Jamaica Plain neighborhoods. The project includes 37 rental apartments, including the historic rehabilitation of the Webb Building and a new construction component. Approximately 12,000 square feet on the ground floor currently functions as a neighborhood learning center and retail/office space and is the home of Urban Edge, a national leader in the fields of community development and affordable housing.

Fairing Way

Weymouth (Southfield), Massachusetts



DETAILS

TYPE

New Construction, Senior Housing/Long-Term Care Facility

SQUARE FEET

360,000 (4 Acre Campus)

PROJECT VALUE

\$63 Million

PROJECT TEAM

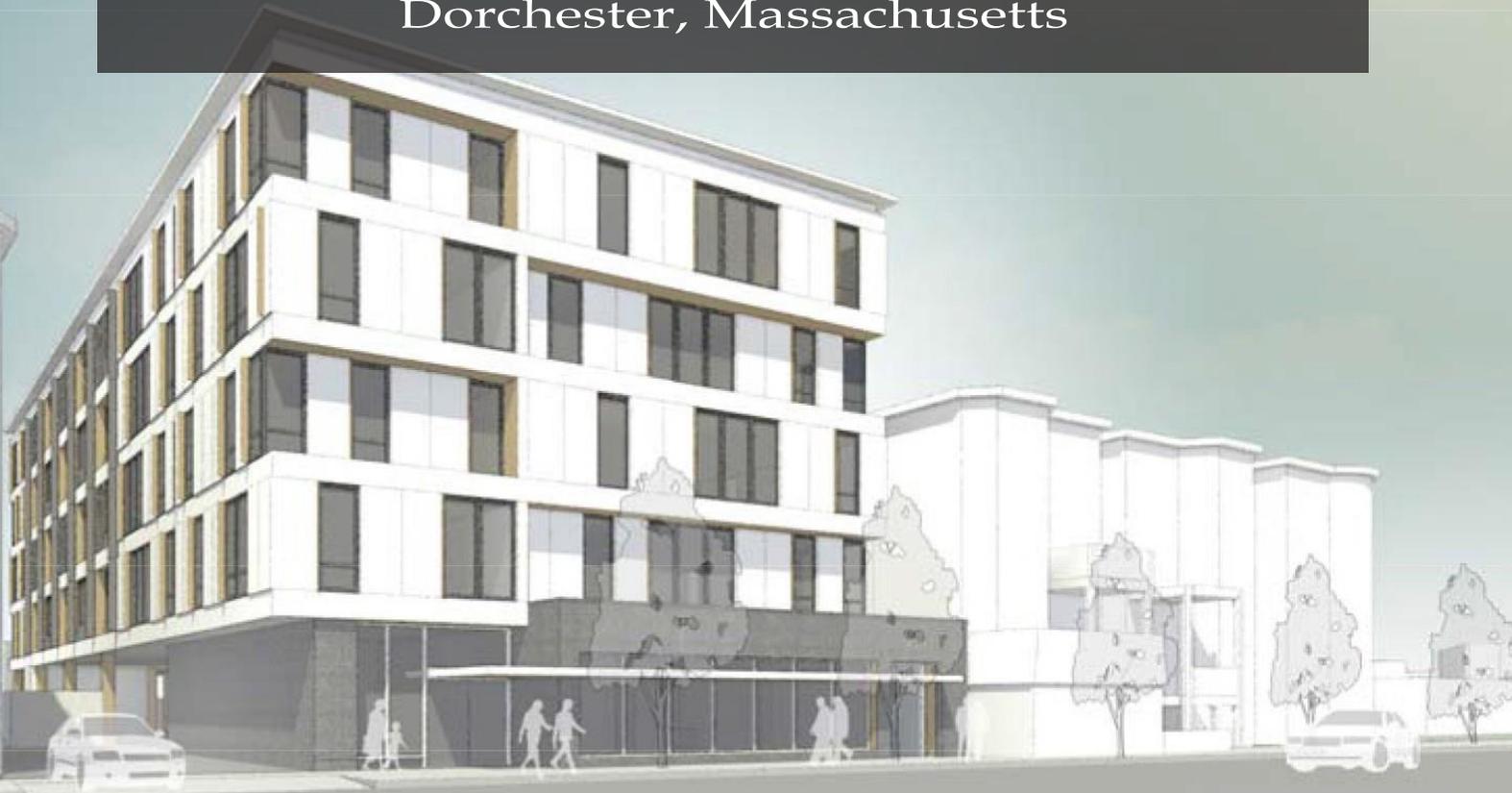
*Architect:
Shesky Associates
Construction Mgr:
Dellbrook Construction*

REFERENCE

*Joyce Hagland, Executive Dir.
William B. Rice Eventide Home
(617) 472-8600*

Byer Gallo Associates LLC acted as the Owners Representative, Development Consultant responsible for managing all phases of design, financing and pre-construction activities for this 104 unit independent living complex and 46-bed long-term care facility at the former Weymouth Naval Air Station. Eventide Home is relocating to accommodate its expansion as an independent living community with access to a full range of services allowing seniors to ‘age in place’ including access to a full-service skilled nursing facility. The project utilizing the “entry-fee” model for non-subsidized affordable senior housing. Construction is slated for completion in late 2016, with occupancy at over 90% in pre-sales.

1943 Dorchester Avenue Dorchester, Massachusetts



RENDERING COURTESY OF CUBE DESIGN + RESEARCH

DETAILED

TYPE

*New Construction, Mixed-Use,
Income Rental Housing*

SQUARE FEET

49,000

PROJECT VALUE

\$18 Million (est.)

PROJECT TEAM

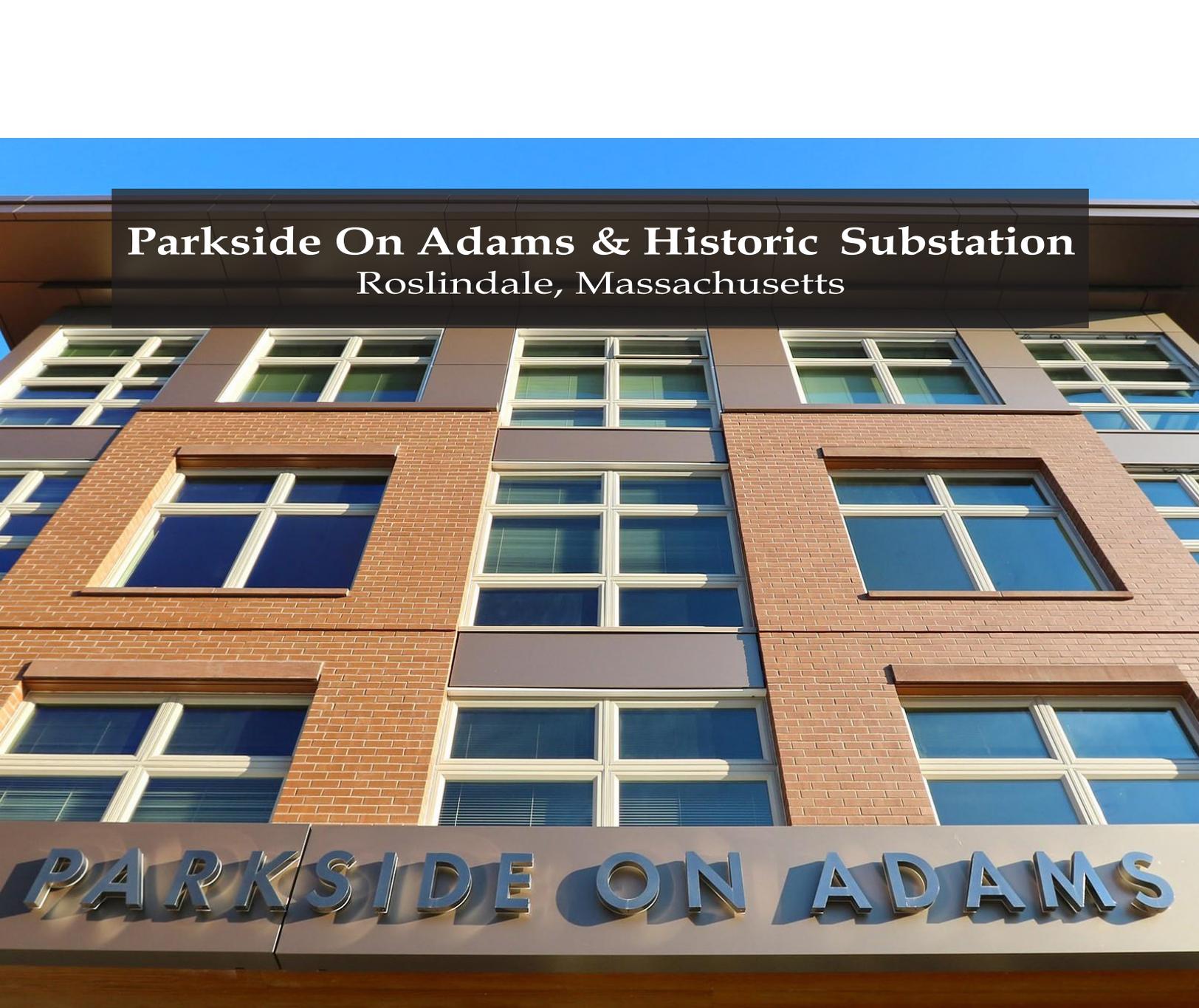
Architect:

Cube Design + Research

REFERENCE

*Philippe Saad, President
Greater Ashmont Main Street
(617) 327-4065*

As the principal owner and developer, in partnership with the Peregrine Group LLC, the new residential rental community at the Ashmont T-Station in Dorchester, MA. The development will create 64 new units of housing affordable to middle-income renters in Boston earning between 70% and 120% of the Area Median Income. The development will also create 1,500 s.f. of new commercial space long the Dorchester Avenue corridor and secured parking. In July of 2016, the TOD project received full approval under the City of Boston's Article 80 review process. Construction was completion in 2018.



Parkside On Adams & Historic Substation Roslindale, Massachusetts

PARKSIDE ON ADAMS

DETAILS

TYPE

*New Construction & Historic
Renovation/Mixed-Income*

SQUARE FEET

45,000

PROJECT VALUE

\$15 Million (est.)

PROJECT TEAM

*Architects:
Prellwitz/Chilinski
Construction Mgr:
H.V. Collins Company*

REFERENCE

*Steven Gag, President
Roslindale Village Main Street
(617) 327-4065*

This public-private partnership includes Historic Boston Inc., Roslindale Village Main Streets and the Boston Redevelopment Authority with Beverly Gallo acting as both Principal Owner and Project Manager.

The project involved converting a former funeral home and historic MBTA electric substation into 43 units of rental housing and 7,000 s.f. of commercial/retail/restaurant space at this Transportation Oriented mixed-use site located immediately adjacent to Adams Park in the heart of Roslindale Village. Parkside on Adam is currently open and accepting reservations for the newly constructed apartments.

Project Highlights



Core Investments, Inc. Washington Village | On-the-Dot, Andrew Square, Boston

Client Services

Byer Gallo Associates LLC/Project Profiles

Charlesview

Allston/Brighton, Massachusetts

Type Of Project: Mixed Use, Mixed Income, Mixed Finance New Construction & Relocation of (Section 8 Contract)

Scope : 25,000 sq.Ft - Commercial/Retail Ground Floor
340 Residential Housing Units
Subsurface Parking Structure

Project Value: \$143 Million

Architect: CBT Architects, Boston

Reference: Beverly Bates
Senior Vice President, The Community Builders
(857) 221-8600



Project Management Consultant to the relocation, financing and reconstruction of Charlesview Apartments, a 213 unit low-income housing development in Allston MA, into a new 340-unit mixed-income, mixed-use complex.



Client Services

Byer Gallo Associates LLC/Project Profiles

225 Centre Street

Jamaica Plain/Boston, Massachusetts

Type Of Project: Mixed Use, Mixed Income, Mixed Finance New Construction
(Transportation Oriented Development)

Scope 16,200 sq.Ft - Commercial/Retail GroundFloor
103 Residential Housing Units
Subsurface Parking Structure

Project Value: \$53 Million

Architect: ADD Inc. Architects, Boston

Reference: Bart Mitchell
President, Mitchell Properties
(617) 542-6500



Owners Representative/Project Management Consultant responsible for all phases of the planning/design, financing and pre-construction activities for the 103 unit mixed-use property currently under construction in the Jackson Square neighborhood of Boston; (2.5 acres urban site, affordable and market rate housing, 16,200 s.f. commercial/retail space and parking structure, Article 80 Zoning).



Client Services

Byer Gallo Associates LLC/Project Profiles

Morgan Woods/Pennywise Path

Edgartown, Massachusetts

Type Of Project:	New Construction, Mixed Finance, 40B Low-Income Housing Tax Credit (LIHTC) Tax Exemp Bond Finance
Scope:	60 Units, 21 Buildings, 12 Acres
Project Value:	\$15.5 Million
Architect:	Winslow Architects
Reference:	Beverly Bates Senior Vice President, The Community Builders (857) 221-8600



Owner's Representative/Project Management Consultant responsible for all phases of development including project procurement, zoning, site planning and design, financial structuring and construction management. Project was the winner of the 2008 ULI Terwilliger Award for Workforce Housing Models of Excellence. (60-unit, 21-building, 12-acre subdivision; federal and state tax credits and tax-exempt financing; state HOME & MassHousing funds; 40B zoning; modular construction)



CLIENT SERVICES

PEREGRINE URBAN INITIATIVE EXPERIENCE/PROJECT PROFILES

PROVINCE LANDING

Provincetown, Massachusetts

Type Of Project: New Construction, 40B;
Mixed Use, Mixed Income,
Mixed Finance

Scope: 50 Units; 6 Buildings

Project Value: \$12 Million

Architect: Durkee, Brown, Viveiros &
Werenfels Architects

Reference: Beverly Bates, Senior Vice President
The Community Builders
(857) 221-8600

Jan Brodie (TCB)



Project Management Consultant to the 50-unit mixed income development located near Provincetown Center; (six buildings on 2 acre site, commercial space, infrastructure, parking and roadways).



Client Services

Byer Gallo Associates LLC/Project Profiles

Park DuValle HOPE VI

Louisville, Kentucky

Type Of Project: New Construction / Master Planning
Hope VI, Mix Use, Mixed Income, Mixed Finance

Scope: 1063 Housing Units;
Town Center / Medical Center

Project Value: \$300 Million over 5+ Years

Developer: The Community Builders, Louisville, KY

Reference: Willie Jones, Sr. Vice President
The Community Builders
Boston, MA 02116
857) 221-8600



Owners Representative/Project Manager responsible for master planning and infrastructure redevelopment, financial structuring, design and construction management (1063 unit community redevelopment and town center; HOPE VI and tax credit financing; homeownership and commercial components including a new community health center)



Client Services

Byer Gallo Associates LLC/Project Profiles

Cambridge Affordable Housing Corporation

Cambridge, Massachusetts

Type Of Project: Scattered Site, Mixed Finance,
Low-Income Housing Tax Credit (LIHTC)

Scope: 106 Residential Housing Units; 3 Scattered
Sites, Adaptive Re-Use

Project Value: \$30 Million, Combined Value

Architect: Baker-Wohl, Boston
Winslow Architects, Arlington
Mostue Associates (*now Davis Square Architects*), Somerville

Reference: Terri Dumas
Director of Planning and Development,
Cambridge Housing Authority
(617) 520-6263



Project Management Consultant responsible for all phases of redevelopment for three scattered site projects low income housing (tax credit financing; state HOME/HIF, FHLB, local CDBG; publicly bid construction with filed subcontracts under MGL 30B).



Client Services

Byer Gallo Associates LLC/Project Profiles

Village at Hospital Hill, Phase I

Former Northampton State Hospital
Northampton, Massachusetts

Type Of Project: Adaptive Re-Use of Former State Hospital;
Mixed Income, Mixed Finance

Project Value: \$25 Million

Developers: The Community Builders
Mass Development

Reference: Willie Jones, Sr. Vice President
The Community Builders
(857) 221-8600

Beverly Bates, Senior Vice President
The Community Builders
(857) 221-8600



Owners Representative/Project Management Consultant responsible for project finance, architectural and construction management of the first phase of redevelopment (Rehabilitation of two former State Hospital Buildings; tax credit financing and Facilities Consolidation Funds (FCF) through the Dept. of Mental Health)MGL 30B)



Byer Gallo Associates LLC - Past Client List & Scope of Services

PROJECT/CLIENT	SCOPE OF SERVICES
<p>Lincoln Court, HOPE VI (Cincinnati, OH) Sponsor: City of Cincinnati/ Cincinnati Housing Authority Developer: The Community Builders, OH</p>	<p>Owners Representative for master planning and design (500 unit public housing redevelopment; HOPE VI and tax credit financing; homeownership component).</p>
<p>Massachusetts Housing Partnership; (Boston, MA)</p>	<p>Consultant to MHP to provide redevelopment planning services to PHAs with aging State public housing properties.</p>
<p>Taunton Housing Authority; (Taunton, MA)</p>	<p>Assisted mid-sized housing authority in the “federalization” of 232 state public housing units at three sites pursuant to federal ARRA legislation and funding.</p>
<p>Brockton Housing Authority; (Brockton, MA)</p>	<p>Financial structuring and physical rehabilitation analysis for the 50-unit Washburn Heights property including the development of 12 new units to be built on the currently underutilized site.</p>
<p>Hopkinton Housing Authority; (Hopkinton, MA)</p>	<p>Consultant to HHA to assist small suburban housing authority to develop an adjacent vacant site owned by the PHA creating 12 new affordable housing units. Procurement of development team.</p>
<p>Osprey Lane; (Sandwich, MA) Sponsor: Sandwich Housing Authority Developer: The Community Builders, Boston, MA</p>	<p>Owners Representative/Project Manager responsible for all phases of development (10 acre, 36 unit subdivision; tax credit financing; state and local HOME and FHLB financing; modular construction).</p>
<p>Lake Street Terrace; (Chatham, MA) Sponsor: Chatham Housing Authority Developer: The Community Builders, Boston, MA</p>	<p>Project Management Consultant responsible for all phases of development (10 acre, 47 unit subdivision; federal and state tax credit financing; state HOME, FHLB & MassHousing funds; 40B zoning).</p>
<p>Quadel Consulting Corporation: Elm Haven, HOPE VI; (New Haven, CT) Sponsor: HUD and the New Haven Housing Authority Developer: Beacon Residential Properties</p>	<p>Representative to the Alternate Administrator appointed by HUD, Project and Construction Management, Workforce Development (455 unit redevelopment and family supportive service program; HOPE VI and tax credit financing).</p>
<p>Recapitalization Advisors; (Boston, MA)</p>	<p>Real Estate Development Services (Assisted in the creation of a national affordable housing finance intermediary).</p>
<p>Boston Edison/NSTAR: Boston Technology Venture Center; (South Boston, MA)</p>	<p>Small Business Development, Financial Planning, Real Estate Development (200,000 s.f. high-tech incubator).</p>



CORPORATE HEADQUARTERS
Rumford Center
20 Newman Ave., Suite 1005
Rumford, Rhode Island 02916

NEWPORT OFFICE
4 Commercial Way
P.O. Box 570
Newport, Rhode Island 02840

(401) 270-0600
PeregrineGRP.com



AS REAL ESTATE ADVISORS AND PROJECT MANAGERS, who also own, develop and manage properties, Peregrine brings a comprehensive understanding of the development process life-cycle and the challenges and opportunities that exist in every phase. Based in Rumford, Rhode Island, Peregrine brings a regional presence with national experience across multiple facility types.

As illustrated by its representative experience, Peregrine personnel have demonstrated their ability to successfully manage a diverse mix of projects through a consistent and systemized approach to project management – one that starts with a deep understanding of physical requirements and resource availability, and ends with a highly functional and cost effective facility.

Peregrine has successfully delivered hundreds of millions of dollars of construction and development services in the past seventeen years for clients including school districts, public agencies, schools, hospitality venues, national and regional banks, publicly traded companies, institutions, and high net worth individuals.

Although the company primarily operates throughout Rhode Island and Massachusetts, we have also worked extensively throughout the United States, Mexico and the Caribbean.

SERVICES OFFERED



PROJECT FINANCING & BUDGETING



FINANCIAL ANALYSIS



PERMITTING & ENTITLEMENT



LEASE NEGOTIATIONS &
TRANSACTIONAL SUPPORT



PRE-CONSTRUCTION SERVICES



SITE ASSESSMENT & DUE DILIGENCE



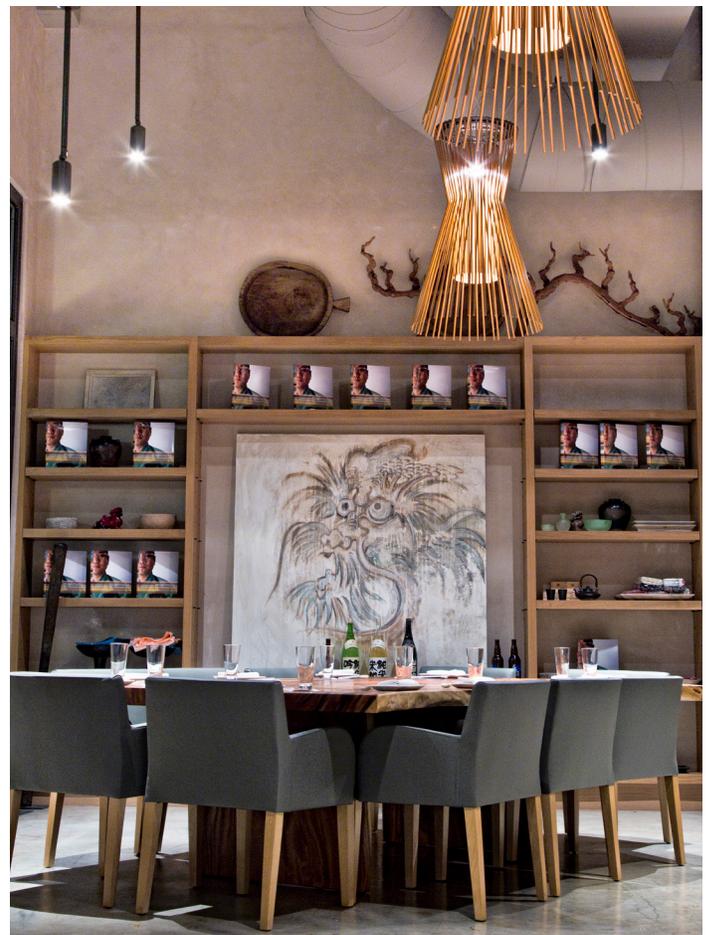
CONSTRUCTION SERVICES & OVERSIGHT



CLERK OF THE WORKS



FURNITURE, FIXTURE &
EQUIPMENT PROCUREMENT





ERIC J. BUSCH

MANAGING PARTNER

Eric is Managing Partner at the Peregrine Group. Previously, he was the Founder/Principal of Rustpoint Advisory, LLC, a RI-based boutique real estate development consulting firm. After partnering on specific engagements for many years, Rustpoint and Peregrine merged in January of 2017 in order to establish a

more diversified and robust advisory platform.

He works with a diverse set of clients and partners to lead and support strategy, business planning, feasibility, finance/capitalization, process/critical path definition, and in all aspects of project management and project implementation. Eric has a long track record of managing large-scale private, for-profit real estate projects, as well as impactful, non-profit neighborhood-scale economic efforts. His role often includes complex economic modeling and financing strategies including tax credits, syndication, multiple layers of debt and public/private sources. Through decades of experience, he employs and maintains a clear focus on process-based solutions. His background in finance leads to an emphasis on practical, executable solutions.

Prior to starting Rustpoint Advisory in 2009, Eric was Development Director at a national planning, development and construction firm for five years. His primary responsibility was the development management of a complicated, multi-phased, affordable, historic, Brownfields project in Providence, RI. Before relocating to Rhode Island in 2004, he held a position as a Real Estate Associate for a private equity firm in San Francisco. His role was to identify investment opportunities, perform economic /market analysis, outline risks and to complete due diligence in order to define equity and mezzanine investments. Eric was also an Analyst/Consultant for the City of Oakland (CA) Community and Economic Development Affordable Housing Group. In that position, he worked with non-profit and for-profit real estate developers in organizing and structuring projects seeking private, tax credit, federal, state, and local funding mechanisms for income-restricted rental housing.

Prior to those roles, he spent five years at Accenture in Washington, DC as a Senior Process Consultant in the capital markets industry. Eric's role was to enact a process-based approach to complexity reduction, metric definition, new process innovation, and strategic cost reduction for financial services companies throughout the US and Europe.

EDUCATION

James Madison University
BBA; Finance with a Concentration in Real Estate (magna cum laude)

University of California - Berkeley
Master of Business Administration; Haas School of Business

Certificate in Real Estate
(Law, Planning, Architecture, Public Policy)

PROJECT HIGHLIGHTS

DOWNCITY II | WESTMINSTER ST

Providence, Rhode Island
New Construction + Historic Rehab
+/- 100,000 Square Feet
Ongoing

MASSDEVELOPMENT TDI

Multiple locations, MA
Strategy + New Construction + Historic Rehab
Public/Private Partnerships
Ongoing

HOPE & MAIN

Warren, Rhode Island
Strategy, finance and development of former elementary school into culinary business incubator
Public/Private Partnership
Completed in 2015

THE BIOMED CENTER OF NEW ENGLAND

Providence, Rhode Island
Renovation of exterior + interior of existing building into state of the art medical + assembly spaces for training
+/- 13,000 Square Feet
Ongoing

AFFILIATIONS

Roger Williams University School of Architecture,
Art and Historic Preservation;
Project Development & Finance; *Adjunct Professor*

Sustainable Cities, RI Green Building Council;
Former Chairman

Hope & Main | Culinary Business Incubator;
Founding Board Member
Founding Treasurer



COLIN P. KANE

FOUNDING PARTNER

Colin is a founding partner of Peregrine Group LLC, Peregrine Real Estate Advisory LLC and Peregrine Property Management LLC. Founded in 2001, Peregrine is a real estate development, property management, and third party advisory firm with offices in Rumford, RI; Newport, RI;

and Boston, MA.

Colin is Peregrine’s lead partner for project transactional activities, project planning, asset acquisition, leasing, permitting/due diligence, and debt/equity capitalization.

Prior to Peregrine, Colin worked for Gilbane Properties and as a naval officer serving as a Flag Lieutenant and division officer stationed aboard USS KIDD (DDG-993). Colin has broad experience in development and project management, including successful projects throughout the United States and overseas over the past twenty-two years. Successful projects include commercial office, medical office, mixed-use campuses, historic rehabs, multi-family housing, hospitality venues, planned communities, large-scale corporate and institutional build-to-suits, waterfront development and brownfield redevelopment.

Colin is a Managing Member of Peregrine Group’s asset portfolio. Current projects include office, retail, multi-family, medical, and hospitality projects throughout Massachusetts and Rhode Island.

Colin has been a guest lecturer on real estate development at Harvard Law School, Harvard Business School, The Graduate School of Design at Harvard, Brown University, and Roger Williams University.

Colin graduated from The United States Naval Academy (B.S. of Science with Distinction), Georgetown University (M.A) and Harvard Business School (MBA). He currently sits on the Board of Directors for BankNewport and Delta Dental of Rhode Island. Colin was also the former Admiral for the Rhode Island Commodores, as well as the Former Chairman of the 195 Redevelopment Commission in Providence, Rhode Island.

EDUCATION

United States Naval Academy
Bachelor of Science with Distinction

Georgetown University, MA

Harvard Business School, MBA

PROJECT HIGHLIGHTS

OCEAN HOUSE

Watch Hill, Rhode Island
Demolition / New Construction
+/- 156,000 Square Feet
Completed 2010

RUMFORD CENTER

East Providence, Rhode Island
Historic Renovation / New Construction
280,000 Square Feet
Phase I Completed: 2006
Phase II Completed: 2013
Phase III Complete Fall 2017

HAMMETTS WHARF

Newport, Rhode Island
Real Estate Development & Advisory Services
84 Room Boutique Hotel
Ongoing

NEWPORT YACHTING CENTER

Newport, Rhode Island
Acquisition / Renovation / New Construction
3.4 Acres
Completed 2017

AFFILIATIONS

Combat Veteran of Operation Desert Storm

BankNewport;
Board Of Directors

Delta Dental;
Board Of Directors

Rhode Island Commodores;
Former Admiral

195 Redevelopment Commission;
Former Chairman



SAMUEL J. BRADNER

MANAGING PARTNER

Sam is a managing partner at with Peregrine Group LLC and Peregrine Real Estate Advisory LLC. Headquartered in Rumford, Rhode Island, with offices also located in Newport, Rhode Island and Boston, Massachusetts.

As the managing partner for all third-party advisory services, Sam brings more than 20 years of land-use planning, development, policy and construction experience in both the public and private sectors.

Prior to Peregrine, Sam was a development director with Struever Bros. Eccles and Rouse, a developer that specialized in historic tax credit development in seven cities throughout the United States. As development director, his responsibilities included managing and negotiating the commercial development process, including design, acquisition, scheduling, New Market and historic tax credit financing and implementation for redevelopment projects throughout the New England region. In addition, he facilitated new business opportunities and planning initiatives in Rhode Island, Massachusetts and Connecticut.

Sam just completed the four-year, \$120 million Rhode Island Veterans Home in Bristol, RI where he has provided leadership in all aspects of the project from designer selection, concept development, contractor selection all the way through the ribbon cutting and move in November 2017.

Sam graduated from The University of Rhode Island (Bachelor of Landscape Architecture) and The University of Maryland (Masters in Public Policy). He currently sits on the Board of Directors for GrowSmart RI and Distributed Generation Board. Sam is a Trustee for the Providence Foundation, and is a 2018 graduate of Leadership Rhode Island.

EDUCATION

University of Rhode Island
Bachelor of Landscape Architecture

University of Maryland
*Master in Public Policy
(Land Use & Environmental Policy)*

PROJECT HIGHLIGHTS

45 DIVISION STREET

Pawtucket, Rhode Island
Mixed-Use Development
+/- 10 Acres

AMERICAN LOCOMOTIVE WORKS (ALCO)

Providence, Rhode Island
Historic Renovations
+/- 200,000 Square Feet

**NEWPORT YACHTING CENTER/
HAMMETTS WHARF**

Newport, Rhode Island
New Construction, Mixed Use, Waterfront Hospitality
+/- 80,000 Square Feet
Ongoing

RHODE ISLAND VETERANS HOME

Bristol, Rhode Island
New Construction - Skilled
Nursing Facility
+/- 260,000 Square Feet
Completed Fall 2017

EAST PROVIDENCE HIGH SCHOOL

East Providence, Rhode Island
New Construction/Abatement/Demolition
+/- 300,000 Square Feet
Ongoing

AFFILIATIONS

Leadership Rhode Island;
Class of 2018

URI College of Arts & Sciences;
Advisory Council

GrowSmart RI;
Board of Directors

Providence Foundation; *Trustee*
Distributed Generation Board; *Board Member*



JORDAN M. STONE

FOUNDING PARTNER

Jordan is a founding partner of Peregrine Group LLC, Peregrine Real Estate Advisory LLC, and Peregrine Property Management LLC. Founded in 2001, Peregrine is a real estate development, property management and third party advisory firm with offices in Rumford, RI; Newport, RI;

and Boston, MA.

Jordan is Peregrine’s lead partner in the physical conceptualization, planning, budgeting, and delivery of projects. Prior to Peregrine (1985-1988) Jordan was a project manager for Mark Development, the construction division of The Flatley Company, Braintree, MA. From 1988 until 2001 Jordan was vice-president of his family’s manufacturing (Norwood Stamping Co, Norwood, MA) and real estate interests.

Jordan has broad experience in real estate development, construction, and project management, including successful projects throughout the United States and Mexico over the past twenty years. Some of the previously completed projects include The Ocean House, a \$150 million replication of a historic beachfront hotel in Watch Hill, RI, the \$56 million dollar mixed-use renovation/new construction of the former Rumford Chemical Works in East Providence, RI and the completion of The Parkside on Adams apartment building in Roslindale Square, MA. And 1943 Dot Ave apartment building in Dorchester, MA.

Current projects include numerous multi-family, mixed-use, medical, and hospitality projects throughout Massachusetts and Rhode Island

Jordan has been a guest lecturer on real estate development at Harvard Law School, The Graduate School of Design at Harvard, Mass College of Art and Design, and Roger Williams University.

Jordan graduated from The Northfield Mount Hermon School (PG) and The University of Rochester (B.A. in Political Science). He currently sits on the Board of Directors for the Boston Youth Symphony Orchestras, The Rhode Island Builders Association, and is a trustee at Hebrew Senior Life serving on various committees.

EDUCATION

University of Rochester
Bachelor of Liberal Arts, Political Science

PROJECT HIGHLIGHTS

OCEAN HOUSE

Watch Hill, Rhode Island
Demolition / New Construction
+/- 156,000 Square Feet
Completed 2010

RUMFORD CENTER

East Providence, Rhode Island
Historic Renovation / New Construction
280,000 Square Feet
Phase I Completed: 2006
Phase II Completed: 2013
Phase III Complete Fall 2017

HAMMETTS WHARF

Newport, Rhode Island
Real Estate Development & Advisory Services
84 Room Boutique Hotel
Ongoing

PARKSIDE ON ADAMS & HISTORIC SUBSTATION

Roslindale, Massachusetts
Demolition / Renovation / New Construction
+/- 50,000 Square Feet
Completed 2016

1943 DOT AVE

Dorchester, Massachusetts
Demolition / New Construction
+/- 64,000 Square Feet
Completed 2019

AFFILIATIONS

Hebrew Senior Life;
Board of Trustees

Boston Youth Symphony Orchestra;
Board of Directors

Rhode Island Builders Association;
Board of Directors

A TRUSTED TEAM is what makes any organization successful. Developing long-term partnerships with our clients allows us to deliver a cost effective and timely solution to their next project.



ANNE DASILVA SENIOR PROJECT MANAGER

Anne brings over 20 years of experience in Project Management and has worked closely with clients nationally and internationally in taking projects from inception through completion. Anne's most recent experience includes a role as Project Manager for Brown University, Real Estate Manager for IGT/GTECH in supporting and expanding their global infrastructure, and as a Project Engineer for Dimeo Construction. She holds a B.S. Architecture and Building Technology.



CHRISTIAN RUBEK SENIOR PROJECT MANAGER

Christian brings over 30 years of experience in the construction industry as a Project Manager and Owner's Representative with him to Peregrine. He holds a successful record overseeing a wide range of commercial construction projects at various locations up and down the East Coast.



RACHAEL BAUMAN PROJECT MANAGER

Rachael joined Peregrine Group in 2015 as a Project Manager. Since joining the team, she has taken a leadership position in many of our institutional and development projects. Rachael possesses an intrinsic ability with project processes and organization, as well as development of administrative delivery protocols.



MARK HARTONCHIK CHIEF FINANCIAL OFFICER, CPA, CGMA

Mark is responsible for all accounting, human resources, and technology activities for the advisory practice and related entities. Prior to joining the Peregrine Group in 2015, Mark was the Controller for a multi-faceted services company in RI. He also gained expertise as the Finance Director and CFO for a large non-profit organization with an annual operating budget of over \$20M.



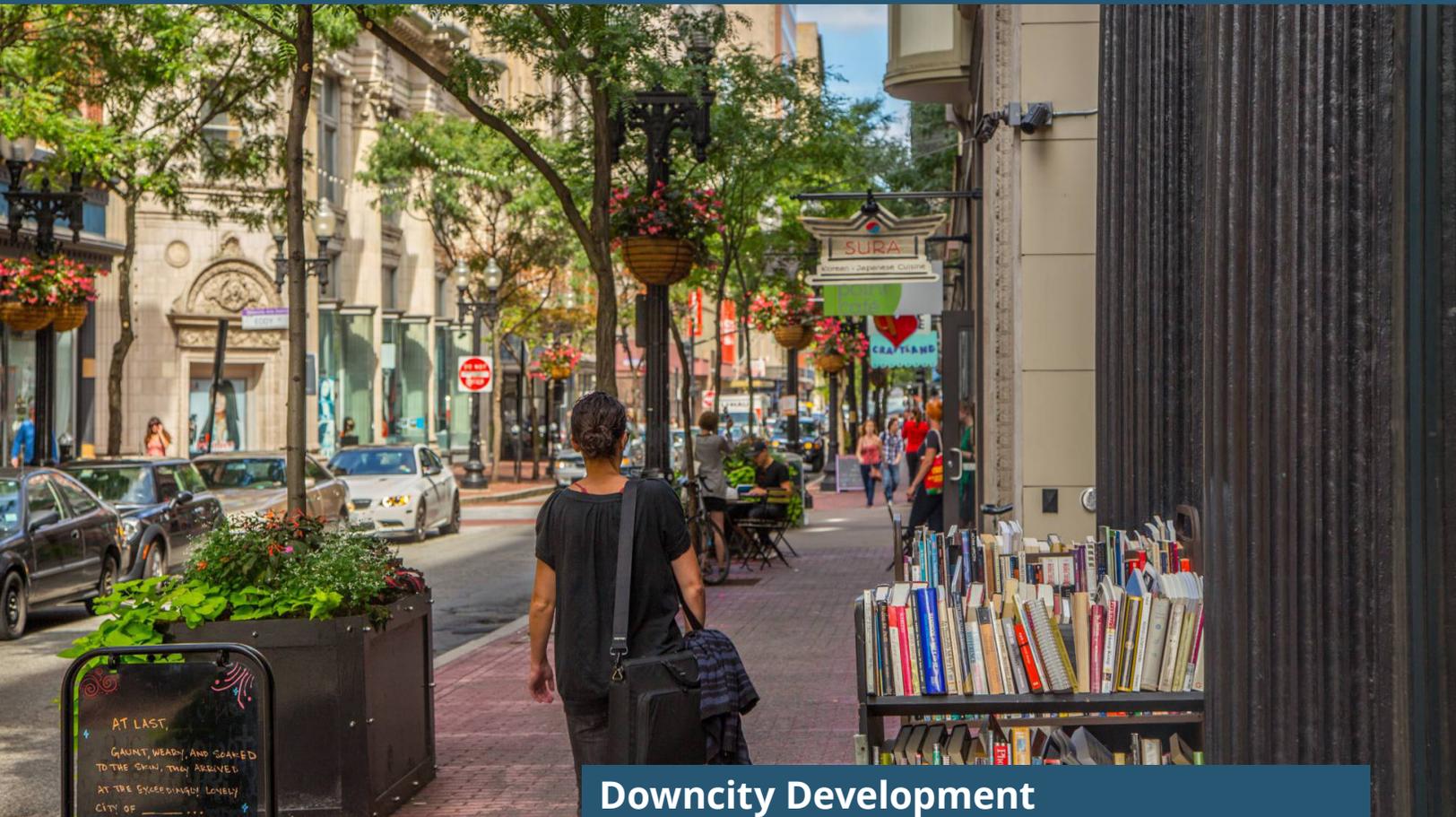
ERIC ANDRUTIS PROJECT MANAGER

Erik has the ability to adapt to highly demanding situations, and strong quantitative, analytical, and problem solving skills, Erik has managed projects all throughout Rhode Island and Southern Massachusetts. Erik completed the \$120.5 million Rhode Island Veterans Home and is currently providing on-site project management and clerk of the works services at the East Providence High School in East Providence, RI.



MARK PETERS PROJECT MANAGER

Mark joined Peregrine Group in 2014 as a Project Manager. With over 20 years experience in the construction industry, he is a valuable part of the Peregrine team. Mark is currently overseeing a \$14 million interior/exterior senior housing renovation in Brookline, Massachusetts.



Downcity Development Providence, Rhode Island

**D
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TYPE

*Development Management,
Acquisition, Due Diligence,
Team Selection, Budgeting,
Financing*

REFERENCE

*Ms. Kimberly A. Haskins
Controller
Cornish Associates LP
(401) 421-025*

Peregrine is currently engaged as advisor to Cornish Associates in the redevelopment of Downcity Providence. Cornish is a regional planning, development, leasing and property management firm located in Providence, RI. The client has been focused on catalyzing over \$100M of investment into revitalizing the historic core of the city for over a decade – through the creation of dozens of commercial spaces, 240+ apartment units and structured parking. The advisory relationship has been consistent since 2010 via Rustpoint Advisory, which merged with the Peregrine Group in 2017.

The role is to perform all levels of the development management function including programming support, feasibility, financial modeling, public/private components, acquisition, due diligence, team selection, contracting, debt and tax credit financing, and schedule and process management.

Multiple building projects include mixed-use historic rehabilitation mixed with new construction. The projects are focused on increasing residential density in the urban core through a combination of luxury and workforce housing – targeted to multi-generational renters. At the same time, the street levels have been repositioned to become the cultural and entertainment center of the region through a lively mix of local retail, dining and entertainment offerings.



Hammetts Wharf Development Newport, Rhode Island

DETAILS

TYPE

*New Construction Mixed-Use
Hotel/Restaurant/Retail/
Master-Plan/Campus*

SQUARE FEET

+/- 45,000

PROJECT VALUE

+/- \$30 Million

PROJECT TEAM

*Architects:
Union Studios
DiLeonardo International
Construction Manager:
Behan Brothers*

Providing comprehensive real estate advisory and development services, Peregrine is managing all aspects of development for a 84 room boutique-hotel in the heart of downtown Newport Rhode Island. The new construction building will include retail, restaurant, office and hotel program prominently located at the heart of the downtown waterfront. The project will link the already-owned and operated marina, parking and third party restaurant tenants to the main pedestrian and vehicular connector – America’s Cup Avenue.

Activities to date include management of the project team including base-building and hotel architect, interior designer and site and landscape architecture, management of early discussions with local and state agencies having jurisdiction and economics and capital stack formation to determine project viability. Planning and design is completed and construction is underway, the opening slated for the Spring of 2020.



Rumford Center Rumford, Rhode Island

**D
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TYPE

*Master-Plan / Historic
Renovation/New Construction -
3 phased campus development*

SQUARE FEET

265,000

PROJECT VALUE

+/- \$57 Million

PROJECT TEAM

*Architects:
Prellwitz/Chilinski*

REFERENCE

Inquire Within

Peregrine completed the development of the 8.5-acre, 200,000 gross square foot mill complex (circa 1858) in East Providence, RI. This project involved the preservation-driven adaptive re-use of a former industrial, brownfield facility to a mixed-use campus consisting of 89 residential apartments, 60,000 square feet of commercial office and 7,800 square feet of retail space, including a coffee shop, restaurant & small market pantry. The project included complex debt/equity financing involving historic tax credits and institutional debt.

In 2011, Phase II successfully restructured project financing and delivered 23 new apartments and over 10,000 square feet of commercial and retail space.

Phase III of the project consisted of an additional 68,000 square foot 5-story residential building. This phase of the campus project was completed October 2017.



MASSEVELOPMENT Related Projects

Since 2016, Peregrine Group has been within a consulting agreement with MassDevelopment – to provide economic development and real estate consulting services on an as-needed basis. A sample of such exercises is as follows:

- **SPRINGFIELD** | Springfield Active Implementation Strategy – Worthington Street Area [2015, 2016] [with Ninigret Partners]
- **SANDWICH** | Sandwich Marina Study | East Boat Basin [2015] [with Union Studio | Architecture & Community Design]
- **ORANGE** | Downtown Orange Riverfront Revitalization Study [2015] [with Union Studio | Architecture & Community Design]
- **BROCKTON** | Brockton Food & Restaurant Incubator & Co-Working Space [2016] [with Ninigret Partners. Starting in Summer 2016]
- **NEW BEDFORD** | participated in working session regarding the Keystone Parcel Project in July, 2016 [with Ninigret Partners]
- **PEABODY** | Adaptive Reuse Strategy for 2 & 10-12 Washington St. [2019]



Newport Yachting Center Newport, Rhode Island

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TYPE

*Master-Plan/Campus/
Acquisition/Renovation/New
Construction*

SQUARE FEET

3.4 Acres

PROJECT VALUE

\$30 Million

PROJECT TEAM

*Architects:
McGeorge Interior Designs
Prellwitz Chillinski*

REFERENCE

*Sam Bradner
Scott's Wharf LLC
(401) 270-0600*

Peregrine Group, on behalf of ownership, executed the acquisition of the Newport Yachting Center and its wholly owned marina and parking operating entities from the Newport Harbor Corporation in December 2015.

This purchase included 3.4-acres of land that support two full-service restaurants, a wedding and banquet area tenanted by Newport Harbor Corporation, 220 existing surface parking spaces and a full service marina – all within the heart of Newport.

After acquiring the parcel, Peregrine led the formation of a multi-phased repositioning plan for all aspects (marina, parking, events, dining).

Renovations and new construction began in 2015 and will continue through 2020 with the completion of Hammetts Wharf Hotel.



Mashpee Commons | Market Street Exentnsion (40B)
Mashpee, Massachusetts

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TYPE

*New Construction,
Mixed-use, Feasibility,
Financing, Master Plan*

Mashpee Commons is a nationally recognized example of Smart Growth and traditional town center development. The project serves as a regional cultural, civic and commercial center on Cape Cod.

REFERENCE

Inquire Within

The development, as it exists today, includes over 300,000 square feet of space, over 15 dining and entertainment offerings, 50 apartments and over 75 commercial and retail venues.

Recent phase of development includes the new construction of 52 apartment units and approximately 12,337 square feet of commercial/retail space within eight distinct buildings. The team has been engaged as development and finance consultant since 2012 and has lead budgeting, financing and was an active participant in the team's work to seek approvals for the recent phase. The \$16 million project was completed within the 40B Comprehensive Permit program. Sources of funds include private equity and debt through FHLBB | New England Fund (NEF). Infrastructure was primarily funded through a Massworks grant to the municipality.

The recent phase is one step within a larger planning and development effort of up to 382 residential units (for sale + rental), commercial, retail and infrastructure. The team has been, and is currently, working closely with Ownership to evaluate various development strategies within and to extend the existing new urbanist center.



Signature Healthcare Portfolio

Multiple Locations

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TYPE

*New Construction/
Renovations/Real Estate
Advisory Services*

SQUARE FEET

*Multiple Organization-wide
Projects*

REFERENCE

*Marie Gross
Former Vice President
Inquire Within*

Since being hired in 2012 Peregrine Group has provided real estate advisory services for Brockton-based Signature Healthcare for its main Brockton Hospital campus and surrounding southeastern Massachusetts portfolio of owned and leased properties totaling more than 500,000 square feet. Activities include third party lease negotiations, oversight of design and construction activities, DPH approval and licensure and broader planning for ongoing rapid footprint growth and development of strategic third party partnerships. Signature Healthcare, based in Brockton, Massachusetts, is a leading healthcare organization that includes 550 physicians and other direct care providers and a total of 2,500 associates operating from locations in Abington, Bridgewater, Brockton, Randolph and Raynham.

PROJECTS

New Construction of Cancer Center	30,000 S.F.
Renovation of Mammography & Orthopedic Medicine	7,500 S.F.
Renovations of Corporate Medical Office/Call Center	20,000 S.F.
Renovations of Wound Care & Dermatology	8,500 S.F.



Villages On Mount Hope Bay Tiverton, Rhode Island

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TYPE

New Construction

SQUARE FEET

300+ Unit Master Plan

PROJECT TEAM

*Architects:
Union Studio Architects*

REFERENCE

Inquire Within

The Villages on Mount Hope Bay is New England's premier waterfront community for adults 55 and over. The varied units offer private outdoor spaces, water views, a public dock for boating and fishing access, on-site hospitality venue and access to the greater Newport and Providence markets within 30 minutes of your doorstep.

Beginning in 2015, Peregrine Group, on behalf of the current ownership group, negotiated an early joint-venture agreement and ultimately an outright purchase of the then-stalled undeveloped portion of the 300+ unit master-planned community from Starwood Capital. Early activities included debt and equity structuring, engagement of project team members (architect, engineer, builder) to support the design and approvals in the restart of six new construction units. Upon completion of the initial phase, the current ownership group took possession of the remaining undeveloped land with Peregrine overseeing all aspects of the development and construction process averaging approximately 10 sales/year and over \$20 million in total development costs. Based on current sales trends, projected completion is slated for 2022.



Shineharmony Barrington, Rhode Island

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TYPE

*New Construction/Historical
Renovation - Continuing Care
Retirement Community*

SQUARE FEET

39 Acre Site / 290 Units

PROJECT VALUE

+/- \$100 Million

PROJECT TEAM

*Architects:
EGA Architects*

REFERENCE

Inquire Within

Peregrine Group recently worked with Shineharmony Holdings organizing and directing all activities associated with the development of a senior living and continuing care community located on approximately 39-acres at the intersection of Primrose Hill Road and Middle Highway in Barrington, Rhode Island.

Peregrine's activities include oversight and management of market analysis, conceptual design and planning to support Planning Board and Town Council approvals. Capital stack formation (debt/equity) formation, detailed design and public entitlement activities.



Parkside On Adams/Historic Substation Roslindale, Massachusetts

DETAILS

TYPE

*New Construction & Historic
Renovation, Adaptive Re-Use*

SQUARE FEET

53,000

PROJECT VALUE

\$15 Million

PROJECT TEAM

*Architect:
Prellwitz/Chilinski*

REFERENCE

Inquire Within.

This public-private partnership includes Historic Boston Inc., Roslindale Village Main Streets and the Boston Redevelopment Authority with Peregrine acting as both Principal Owner and Project Manager.

Peregrine converted a former funeral home and historic MBTA electric substation into 43 units of rental housing and 8,000 s.f. of commercial and retail space at this Transportation Oriented mixed-use site located immediately adjacent to Adams Park in the heart of Roslindale Village.

Peregrine Urban Initiative/Peregrine Group LLC

Real Estate Advisory and Economic Development Consulting

Attachment C:

Proposed Sub-Consultant's Experience and Qualifications



HOWARD STEIN HUDSON



What We Do

When clients in Boston and the surrounding region have big ideas, they come to Howard Stein Hudson (HSH). We design, plan, and coordinate engineering projects, providing unmatched focus on traffic and transportation solutions.

HSH takes a creative and collaborative approach with clients, relying on sound technical, planning, and engineering expertise and combining it with knowledge of community and stakeholder issues and needs. Our tightly integrated relationships with clients and reviewing agencies ensure that sophisticated projects succeed swiftly and efficiently, no matter the scale. Our closely engaged, collaborative approach enables us to provide exceptional project delivery, helping our clients shape the face of Boston and beyond for years to come.

Transportation Planning

HSH's Transportation Planning Group is an innovative planning and design team committed to improving safety, quality of life, and sustainability through transportation and public realm projects. Our Public Involvement team provides community engagement, consensus-building, and public outreach for projects at all stages ensuring that stakeholders are convened, the community is heard, and goals are met.



For more information, contact:
Keri Pyke, P.E. PTOE,
Principal of Transportation Planning
kpyke@hshassoc.com
(617) 348-3301

HSH provides transportation planning, civil and traffic engineering, construction services, and public involvement for municipalities and other public agencies, institutions, design and construction firms, developers, corporations, law firms, and environmental consultants.

TRANSPORTATION PLANNING:

- Complete Streets Planning and Design
- Safe Routes to School
- Corridor and Parking Studies
- GIS Analysis and Data Visualization

PUBLIC INVOLVEMENT:

- Public Meeting Logistics, Notice, and Documentation
- Title VI Compliance and Accessibility
- Stakeholder Communication
- Internal and Agency Coordination



Land Development Planning/Permitting

We collaborate with developers, owners, architects, real estate advisors, and attorneys to ensure our client's vision is realized. We understand regulatory processes and can guide you through gaining approval for projects. From offices to retail, museums to universities, HSH is proud to have helped deliver projects, no matter the size or location.



For more information, contact:
Guy Busa, Jr.,
Principal of Land Development Planning and Permitting
gbusa@hshassoc.com
(617) 348-3314

Engineering

Providing technical expertise in improving public infrastructure for state and municipal clients is fundamental to our business. We deliver traffic and civil engineering designs that improve safety and mobility. Our primary goal is to take projects from the planning and concept phase, through engineering and into implementation. As part of our process, we advise on funding and strategy, securing right of way, project delivery methods and constructability.



For more information, contact:
Dave Matton,
Principal of Public Infrastructure
dmatton@hshassoc.com
(617) 348-3319

Construction Services

HSH's Construction Services Group is focused on delivering successful construction results for our clients. Our team works with clients as their projects transition from design through construction. From bidding, through daily project management, to project closeout, we collaborate with owners, builders, and developers to manage the construction process.



For more information, contact:
Robbie Burgess, P.E., PTOE,
Manager of Construction Services
rburgess@hshassoc.com
(617) 348-3311

CIVIL ENGINEERING:

- Stormwater Management
- Land Use Permitting
- Land Planning
- Zoning Compliance

TRANSPORTATION PLANNING:

- Transportation Impact Assessment
- Article 80/MEPA Transportation
- Parking Demand and Needs Assessment
- Master/Institutional Planning

CIVIL ENGINEERING:

- Roadway Design
- Drainage
- Right of Way
- ADA

TRAFFIC ENGINEERING:

- Traffic Signal Design
- Pavement Markings and Signage
- Microsimulation-Vissim/Synchro
- Traffic Impact Reports

CONSTRUCTION SERVICES:

- Bidding
- Daily Project Management
- Project Closeout
- Temporary Traffic Controls
- Construction Management
- Workzone/Worksite Inspections
- Interstate Traffic Management Plans
- Resident Engineering
- Contract Development
- Erosion Control Plans





Keri Pyke, P.E., PTOE

Principal of Transportation Planning and Land Development

kpyke@hshassoc.com

As Principal at HSH, Keri is responsible for overseeing a variety of transportation planning and traffic engineering projects in the Boston area. She has worked on both public and private projects in the cities of Boston, Cambridge, and Somerville, as well as for other state and municipal agencies throughout New England and New York. Keri is well-versed in many aspects of transportation, including operational analysis, parking, safety studies, pedestrian and bicycle studies, traffic signal design, traffic management, and peer reviews.

Relevant Experience

Medfield State Hospital Public Visioning

Town of Medfield - Medfield, MA

The Medfield State Hospital property is located on Hospital Road two miles north of the Medfield town center. The property includes approximately 249 acres of land including 140 acres of open space that supports diverse wetlands, wildlife habitat, flood plain, and 800 feet of frontage on the Charles River. HSH carried out the Public Visioning Process to consider future uses of the property within the context of overall planning, design, and regulatory objectives. Working closely with the Town and Advisory Committee, HSH led a meaningful public engagement process by facilitating input with various stakeholders and community groups to identify potential uses, layouts, and designs for the property. Keri was the Principal in Charge.

Scituate Comprehensive Master Plan

Town of Scituate - Scituate, MA

HSH is providing transportation planning services as part of the Town's Comprehensive Master Plan, including an inventory and analysis of the Town's existing and proposed future transportation system as they relate to the other elements of the Plan. This inventory and analysis includes the Town's alternative transportation options, including pedestrian and bicycle facilities; parking; capacity and projected traffic volumes of major roads; and traffic circulation patterns. The result of this work is a set of recommendations for the Town's transportation system that include strategies for improving the area's vehicular and pedestrian safety, as well as strategies to enhance alternative transportation options in Scituate. Keri is the Principal in Charge.

Randolph Master Plan

Town of Randolph – Randolph, MA

HSH worked with the Town of Randolph to update their 1999 Master Plan with public engagement and participation acting as key elements of the process. We analyzed Randolph's existing transportation roadway network and patterns and future improvement opportunities that will create a safer and more efficient transportation system. The final master plan document will guide the Town's future growth and planning efforts in the next 10-15 years and provide a basis for decision-making relative to elements such as transportation and traffic circulation; economic development; land-use planning and redevelopment; and capital improvement planning for public facilities and services. Keri was Principal in Charge.

Specialties

- Neighborhood Transportation Issues
- Concept Design Studies
- Construction-period Traffic Management
- Intersection and Traffic Signal Design
- Parking Studies
- Pedestrian and Bicycle Studies and Design
- Peer Reviews
- Traffic Impact Studies
- Transportation System Management
- Complete Streets Design
- Safety Studies

Licenses/Registrations

- Professional Engineer, MA, 47252, 06/30/2022
- Professional Engineer, RI, 9596, 06/30/2021
- Professional Engineer, CT, 22777, 01/31/2021
- Professional Engineer, ME, 14310, 12/31/2021
- Professional Engineer, VT, 018.0123668, 07/31/2022
- Professional Engineer, NY, 077515, 2/28/2023
- Professional Engineer, NH, 13388, 03/31/2021
- Professional Engineer, NC, 039687, 12/31/2020



HOWARD STEIN HUDSON

Engineers + Planners

Professional Traffic Operations Engineer,
906, 04/23/2023
Local Public Agency (LPA) Certification,
NH, 06/30/2023

Education

Rensselaer Polytechnic Institute, Bachelor
of Science, Civil Engineering, 1993

Professional Affiliations

Member, Institute of Transportation
Engineers (ITE), Member,
Massachusetts Chapter (MAITE)
Member, Massachusetts Association of
Planning Directors (MAPD)
Member, Women's Transportation Seminar
(WTS), Member, Boston Chapter
Member, Association of Pedestrian and
Bicycle Professionals (APBP)

BCEC Master Planning and Feasibility Services Massachusetts Convention Center Authority - Boston, MA

HSH worked on a Master Plan and Feasibility Study of the Boston Convention and Exhibition Center (BCEC) and surrounding property. The overall objective of the master planning and feasibility study was to create a final document from which the MCCA board would determine whether or not to expand the current BCEC campus. HSH was tasked with gauging potential impacts on transportation and the community and how they can be mitigated. Work included engaging the City of Boston and State agencies as well as other key stakeholders; outlining a building program that is financially self-sufficient, and maximizing the MCCA's competitive advantage. Keri served as the Project Manager.

Northeastern University Institutional Master Plan Northeastern University - Boston, MA

To govern physical development on the campus over the next ten years, Northeastern University (NU) required assistance in filing its most recent Institutional Master Plan (IMP). HSH provided transportation planning, infrastructure, and utility analysis for the new 10-year IMP. The goals of the IMP include enhancing academic facilities, improved on campus housing options, attention to public spaces and campus edges, and sustained community benefits. HSH provided transportation planning support for the new Interdisciplinary Science and Engineering Complex (ISEC), one of the new projects. Keri was the Principal in Charge.

Complete Streets Prioritization Plans Various Locations – Statewide, MA

HSH is working with multiple municipalities to create Complete Streets Prioritization Plans that widen MassDOT's required scope to include tools they can use to take advantage of development mitigation, repaving work, and other opportunities. The Prioritization Plan development process includes bicycle and pedestrian level of comfort, latent demand, demographic, and community input analysis, utilizing GIS to create comprehensive visuals on a streamline project prioritization. The scope of work includes compiling existing data and studies; significant data collection including signal and ADA inventories; and identification of 15 or more top projects for increasing Complete Streets in the cities/towns. Keri is Principal in Charge on all Plans.

Simmons University Simmons University - Boston MA

Founded in 1899, Simmons University is a distinguished, innovative institution that has effectively maintained a modern campus through a series of Institutional Master Plans (IMPs). HSH has worked for the University since 1999 on transportation plans and IMP permitting for three major capital projects on the Main Academic Campus in the Longwood Medical and Institutional Area. HSH worked on the current Institutional Master Plan Notification Form/Project Notification Form detailing the College of Natural, Behavioral, and Health Sciences (CNBHS) and Library renovations, and the Living and Learning Center Project totaling approximately 401,000 square feet, for its Academic Campus in the Fenway. The proposed IMP and DPIR will meet the specifications of Article 80. Keri is the Principal in Charge.

Karl F. Seidman Consulting Services

Karl F. Seidman is an economic development consultant and former Senior Lecturer at MIT's Department of Urban Studies and Planning. His MIT courses completed over 100 technical assistance projects for development finance organizations, 20 economic development plans, and 12 Main Street revitalization plans, including award-winning revitalization plans for New Orleans' St. Claude Avenue and Boston's Bowdoin Geneva, Hyde Park, Egleston Square, and Hyde-Jackson Square commercial districts. He previously served as Deputy Director and Chief Financial Officer for MassDevelopment, a state agency that finances and manages redevelopment projects. His experience includes the preparation of economic development and commercial district plans and strategies, the design, management, and evaluation of development finance and economic development programs, and the financing and supervision of complex development projects. Mr. Seidman's accomplishments include:

- Building a \$120 million state real estate finance and development authority.
- Preparing over 25 local and regional economic development plans.
- Completing feasibility studies, market analyses, financing packages, and marketing plans for multiple development projects.
- Authoring laws that established two Massachusetts business finance agencies.
- Participating in national evaluations of federal and foundation economic and community development programs.

An active leader in the economic development field, he is a founding director of the Boston Main Streets Foundation, a past President of the Northeastern Economic Developers Association (NEDA) and former board member of the Council for Urban Economic Development (now IEDC).

Mr. Seidman holds a master's degree in public policy from Harvard's Kennedy School of Government and a bachelor's degree in political science from Amherst College.

He is the author of *Coming Home to New Orleans: Neighborhood Rebuilding After Katrina*, *Economic Development Finance* (a comprehensive textbook for the field), *Revitalizing Commerce for American Cities: A Practitioner's Guide to Urban Main Street Programs*, and numerous consulting reports.

Karl F. Seidman



PROFESSIONAL EXPERIENCE

KARL F. SEIDMAN CONSULTING SERVICES Cambridge, MA 1995 to Present

President. Design, manage and write community and economic development plans and studies. Major accomplishments:

- Conducted market analysis, strategic planning, program design and evaluations for development finance and small business development programs.
- Formulated economic development plans for over 30 neighborhoods, communities and regions.
- Prepared feasibility studies, financing plans, and marketing plans for over fifteen development projects in Massachusetts, Florida, Louisiana, New Jersey and Virginia.
- Evaluated the impacts of government, philanthropic and private sector economic and community development programs, policies and initiatives

MASSACHUSETTS INSTITUTE OF TECHNOLOGY Cambridge, MA 1994 to 2019
Department of Urban Studies and Planning

Senior Lecturer. Taught graduate-level courses in Economic Development Finance, Economic Development and Commercial District Planning and Program Evaluation. Advised students on master's theses. Major accomplishments:

- Supervised over 100 graduate student projects for development finance institutions and 30 economic development plans for local governments and community organizations;
- Oversaw implementation of new practicum course requirement for Master in City Planning degree;
- Designed, raised funding and managed Green Economic Development Initiative.

MASSACHUSETTS GOVERNMENT LAND BANK Boston, MA 1987 to 1995

Deputy Director (1991 to 1995) **and Treasurer/Director of Administration** (1987-1991) for state authority that finances and undertakes public purpose real estate projects. Major accomplishments:

- Expanded assets from \$35 million to \$120 million;
- Supervised \$60 million in loans to over 70 affordable housing and economic development projects;
- Designed and implemented Pre-development Assistance and Emerging Technology Fund programs;
- Doubled lending volume and expanded development projects through new lending policies, portfolio management system, and cultivation initiative.
- Formulated and built consensus on plan for state regional economic development offices;
- Prepared implementation plan and budget for reuse of 4,400-acre army base (Fort Devens).

MT. AUBURN ASSOCIATES Somerville, MA 1986 to 1987

MASSACHUSETTS GENERAL COURT Boston, MA 1983 to 1986
Senior Research Director, COMMITTEE ON TAXATION
Senior Research Director and Research Analyst, COMMITTEE ON COMMERCE AND LABOR

EDUCATION

HARVARD UNIVERSITY, KENNEDY SCHOOL OF GOVERNMENT 1982
Master in Public Policy.

AMHERST COLLEGE 1978
Bachelor of Arts, magna cum laude, in political science.

PROFESSIONAL/CIVIC ASSOCIATIONS

Council of Development Finance Agencies
Boston Main Streets Foundation Director
International Economic Development Council (member and former Director)
Northeast Economic Developers Association (Past President and former Director)

TOM PALMER
COMMUNICATION

p.o. box 590581, newton, ma 02459
m 617.755.7250 • o 617.795.1980 • tompalmer@rcn.com

Professional biography of Tom Palmer, September 2020

Tom Palmer is an independent communications consultant in the Boston area and owner of Tom Palmer Communication. He works with clients to help solve their communications problems and consults on public relations and marketing matters, frequently collaborating with other public relations professionals. He specializes in advising clients on how to communicate clearly and effectively with the public and the media, both traditional and digital.

Tom has extensive experience in the real estate industry but has clients across a broad spectrum, including among nonprofit organizations. Tom is a member of the Greater Boston Chamber of Commerce, National Association of Industrial and Office Properties (now NAIOP), Real Estate Finance Association of the Greater Boston Real Estate Board, and the Urban Land Institute.

Tom was a Boston Globe reporter and editor for more than 30 years. Before leaving the Globe in May 2008, he covered real estate and commercial development for six years in the Business department of the newsroom. Previously, he covered transportation issues for nine years, including the Central Artery/Ted Williams Tunnel project (the Big Dig).

He joined the Globe in 1976 and served at various times as copy editor, assistant national editor, assistant foreign editor, investigative reporter with the Globe's Spotlight Team, general-assignment reporter, roving national reporter, and roving foreign reporter.

As national correspondent, he covered the Iran-Contra and Oliver North hearings in Congress in Washington and the aftermath of NASA's Shuttle Challenger disaster. As foreign correspondent, he covered the fall of the Berlin Wall in Eastern Europe in 1989, the 1987 Haitian election and conflict, and civil war in the Sudan. He also covered marketing and advertising for the Globe's business section and wrote essays for the Sunday Focus (now Ideas) section.

Tom graduated from Kansas State University, in Manhattan, Kan., where he was president of the senior class, with a B.A. in technical journalism in 1969, and from the University of Kansas, in Lawrence, with an M.A. in communications in 1971. He previously worked at the Orange Coast Daily Pilot, in Costa Mesa, Calif., and at the Los Angeles Times.

Tom's primary interests include current and political affairs, history, economics, music, and cinema. He lives in Newton with his wife, Karen; he has two daughters and a son. He was born in Kansas City, Kan., and grew up in Shawnee Mission, Kan., a suburb of Kansas City, Mo.



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES,
RE: North Meadows Road/Dale Street Intersection Improvements Design**

CONTRACT # DPW 2020-09

STATE CONTRACT # (if applicable) _____

This Contract is made this 7th day of October 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 315 Norwood Park South, 2nd Floor, Norwood, MA 02062 (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 "design services for the Dale Street and North Meadows Road intersection" 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 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 \$8,900.00 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 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., 315 Norwood Park South, 2nd Floor, Norwood, MA 02062 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.

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.

Contractor

By: _____

Title: _____

Town of Medfield, by its Board of Selectmen

Approved as to Form, by:

Mark G. Cerel
Town Counsel

Kristine Trierweiler
Town Administrator

Approval 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



September 15, 2020

Ms. Sarah Raposa, AICP
Medfield Town Planner
459 Main Street
Medfield, MA 02052

Re: North Meadows Road/Dale Street
Scope & Fee – Short Term Intersection Improvements

Dear Ms. Raposa:

BETA Group Inc. is pleased to provide signal layout and data plans, specifications, estimate, shop drawing review, final inspection services for the following improvements at the North Meadows Road and Dale Street intersection as outlined in the Medfield Green Conditions of Approval. This letter also outlines the general scope and fee for services.

- Reconstruct the wheelchair ramps associated with the existing crosswalks to comply with ADA standards,
- Replace four (4) pedestrian signal indications with countdown-type indications,
- Replace four (4) pedestrian pushbuttons,
- Replace two (2) existing rusted signal posts (northeast and southwest corners),
- Replace two (2) post-mounted signal indications (located on posts that are to be replaced),
- Install emergency vehicle pre-emption system (OPTICOM), and
- Review the pedestrian traffic signal timing and the yellow and all-red clearance intervals and make any necessary adjustments to ensure compliance with current standards for safety. Said review shall include an evaluation of right-turn-on-red conflicts with pedestrians at the intersection.

SCOPE OF SERVICES

Anticipated tasks to fulfill our scope for intersection improvements.

- Provide contract documents consisting of signal layout and data plans, specifications, and cost estimate.
- Review shop drawing submission for signal equipment.
- Provide final inspection services approximately thirty (30) days after the signal has become fully operational with the improvements.

The fee for this effort is \$8,900 including indirect expenses.

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,
BETA Group, Inc.



Jaklyn Centracchio, PE, PTOE
Senior Project Engineer

Job No: 1183



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2020-10

STATE CONTRACT # (if applicable) _____

This contract is made this 6th day of October, 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 EJ Prescott, Inc., having a usual place of business at 615 Hartford Turnpike, Shrewsbury, MA 01545 referred to as “Contractor.”

WITNESSED:

Whereas, the Contractor submitted a Proposal to provide and install a FlexNet Water Meter Reading System, hereinafter referred to as “Program”; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of One Hundred and Fifty thousand dollars (\$150,000.00).

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

1. Contract Documents. The Contract Documents consist of this Agreement and the proposal from the contractor to the Town of Medfield, (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 attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. Performance of Work. The Contractor shall furnish all equipment, staffing and materials to build and deliver 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. Contract Term: The Contract Term is as follows: October 6, 2020 through June 30, 2021 subject to annual appropriation and pricing from the Contractor.
5. Warranties. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
6. Delivery. The Contractor shall deliver and install the FlexNet Water Meter Reading System FOB to the 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.
7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$150,000.00 only after delivery, testing, and acceptance of system 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.
8. Performance. The contractor shall deliver and install the FlexNet Water Meter Reading System to the Town in accordance with the terms and conditions in the contract. Installation will be completed by the end of the current fiscal year.
9. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees to maximum extent permitted by law from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

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

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

- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.
17. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
18. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk County, or the District Court Department, 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.
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: *Miss Bluby*

Title: Division Manager

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:

Nicholas Bloksberg
Print Name

Division Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Nicholas Bloksberg, authorized signatory for
name of signatory

EJ Prescott, Inc, whose
name of contractor

principal place of business is at 615 Hartford Turnpike,
Shrewsbury, Ma 01545 does hereby certify under the pains and penalties of perjury that
EJ Prescott, Inc has paid all
name of contractor

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

Nicholas Bloksberg 9/30/20
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



Chris Nelson
 Medfield Water
 459 Main St.
 Medfield, MA 02052

Subject: Fixed Based Meter Reading System

Proposal Pricing

The following is a price proposal for the Sensus Analytics software platform, infrastructure installation and setup, and Pilot Smartpoint (MXU).

Installation, Setup and Integration Services

Item Type	Description	Price
Setup	Regional Network Interface Set Up	\$7,960.00
Setup	Sensus Analytics Set Up	\$4,500.00
Integration	Sensus Analytics Integration	\$10,000.00
	Total Installation, Setup and Integration Services	\$22,460.00

Training

Item Type	Description	Price
Training	Sensus Certified Training, RNI + Sensus Analytics	\$8,000.00
	Total Training	\$8,000.00

Annual Fees

Item Type	Description	Price
Annual Fee	Regional Network Interface Annual Fee	\$8,240.00
Annual Fee	Sensus Analytics Enhanced Annual Fee	\$6,758.00
	Total Annual Fees	\$14,998.00

Base station Installation and Set up

Quantity	Item	Price
1	M400B Base station	\$30,000.00
1	Base station Installation & Configuration	\$25,000.00
1	Cellular Modem	\$1,100.00
	SaaS Only Total	\$56,100.00

Pilot Smartpoints (MXU)

Quantity	Item	Price	Ext Price
351	510M Smartpoint*	\$138.00	\$48,438.00
		TOTAL	\$48,438.00

*Pallet quantity is 729

Total

Description	Price
Installation, Setup and Integration	\$22,460.00
Training	\$8,000.00
Annual Fees*	\$14,998.00
Base Station Installation and Set Up	\$56,100.00
Pilot Smartpoints (MXU)	\$48,438.00
Total	\$149,996.00

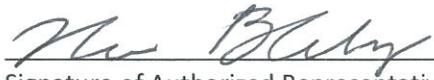
Medfield Water Department

Signature of Authorized Representative

Printed Name

Date

Everett J. Prescott, Inc.


Signature of Authorized Representative

Nicholas Bloksberg
Printed Name

9/30/20
Date



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2020-11

STATE CONTRACT # (if applicable) _____

This contract is made this 6th day of October, 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 EJ Prescott, Inc., having a usual place of business at 615 Hartford Turnpike, Shrewsbury, MA 01545 referred to as “Contractor.”

WITNESSED:

Whereas, the Contractor submitted a Proposal to provide new Sensus Wall Mount Smart Point MXUs, hereinafter referred to as “Program”; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of Four Hundred Thousand Dollars (\$400,000.00).

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

1. Contract Documents. The Contract Documents consist of this Agreement and the proposal from the contractor to the Town of Medfield, (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 attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. Performance of Work. The Contractor shall furnish all equipment, staffing and materials and work is 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. Contract Term: The Contract Term is as follows: October 6, 2020 through June 30, 2020 subject to annual appropriation and pricing from the Contractor.
5. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
6. Delivery. The Contractor shall deliver the new Sensus Wall Mount Smart Point MXUs FOB to the 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.
7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$400,000.00 only after delivery, testing, and acceptance of system 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.
8. Performance. The contractor shall deliver the new Sensus Wall Mount Smart Point MXUs to the Town in accordance with the terms and conditions in the contract. Delivery of units shall be completed by the end of the current fiscal year.
9. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services for providing goods 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 wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. Contractor's Standard of Care. In providing goods 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 industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

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

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

- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.
17. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
18. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk County, or the District Court Department, 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.
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: *Kevin Blahy*

Title: Division Manager

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:

Nicholas Bloksberg
Print Name

Division Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Nicholas Bloksberg, authorized signatory for
name of signatory
EJ Prescott, Inc, whose
name of contractor
principal place of business is at 615 Hartford Turnpike,
Shrewsbury, Ma 01545 does hereby certify under the pains and penalties of perjury that
EJ Prescott, Inc has paid all
name of contractor

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

Nicholas Bloksberg 9/30/20
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



Chris Nelson
Medfield Water
459 Main St.
Medfield, MA 02052

Subject: Fixed Based Meter Reading System
Proposal Pricing

The following is a price proposal for the Sensus Wall Mount Smart point remaining quantity after pilot program.

Smartpoints (MXU)

Quantity	Item	Price	Ext Price
2,898	510M Smartpoint*	\$138.00	\$399,924.00
		TOTAL	\$399,924.00

*Pallet quantity is 729

Medfield Water Department

Everett J. Prescott, Inc.

Signature of Authorized Representative

[Handwritten Signature]

Signature of Authorized Representative

Printed Name

Nicholas Bloksberg

Printed Name

Date

9/30/20

Date



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: INFLOW AND INFILTRATION INVESTIGATIONS**

CONTRACT # DPW 2020-07

STATE CONTRACT # (if applicable) _____

This Contract is made this 6th day of October 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 Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021(hereinafter referred to as the "Contractor").

WITNESSED:

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

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
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, October 6, 2020 to October 1, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$142,500.00 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 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 negligent act or omission 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. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Contractor's Standard of Care: The Contractor shall provide Inflow & Infiltration Investigation and remediation services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for public sewer systems.
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: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts

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

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

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

(Contractor)

Board of Selectmen

By: Joseph P. Shea
Title: Vice President

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: Joseph D. Shea
Print Name
Vice President / Senior Principal
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Joseph D. Shea, authorized signatory for
name of signatory

Woodard & Curran Inc, whose
name of contractor

principal place of business is at 250 Royall Street, Suite 200E, Canton, MA 02021,

Joseph D. Shea does hereby certify under the pains and penalties of perjury that
Woodard & Curran Inc has paid all
name of contractor

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

Joseph D. Shea 9/29/20
Signature Date



CERTIFICATION OF CORPORATE AUTHORITY WOODARD & CURRAN, INC.

The undersigned, Bruce S. Nicholson, Secretary of Woodard & Curran, Inc. (the "Company"), HEREBY CERTIFIES as follows:

He is the duly elected Secretary of the Company, a Maine corporation.

At a meeting of the Board of Directors of the Company on July 23, 2020, the following resolution was adopted:

RESOLVED: That any Officer of this corporation, acting singly, be and hereby is authorized at any time and from time to time, to enter into written contracts, including for the provision of services by the Company to clients; subcontracts or purchase orders issued by the Company; confidentiality agreements; teaming agreements; letters of intent; memoranda of understanding; construction contracts; or any other document or agreement which creates an obligation, commitment or is binding on the Company, only as follows:

1. Senior Principals are authorized up to the amount of Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated.
2. Vice Presidents are authorized up to the amount of Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated.
3. Senior Vice Presidents are authorized up to the amount of One Million Dollars (\$1,000,000), or as delegated.
4. Executive Vice Presidents are authorized up to the amount of Five Million Dollars (\$5,000,000), or as delegated.
5. The Chief Executive Officer is authorized up to the amount of Fifteen Million Dollars (\$15,000,000).
6. The Company's Board of Directors must authorize contracts over the amount of Fifteen Million Dollars (\$15,000,000).

The dollar thresholds above are established for the contract value and applies to the annual value of a multi-year agreement.

RESOLVED: That the Chief Executive Officer is authorized at any time to execute surety bonds in connection with the conduct of the Company's business, whether alone, or in joint venture with others not named herein. Furthermore, that the Chief Executive Officer is also authorized any time prior or subsequent to the execution of any such bonds, to execute any and all indemnity agreements, subordination agreements or any other associated agreements relating to such bonds or to any collateral that may have been or may be required to be deposited with the surety in connection with said bonds. The Chief Executive Officer's signing authority with respect to surety bonds is limited to the current levels of bonding as set forth in the Company's approved bonding agreement. Bonds above this approved amount must be authorized by the Board of Directors.

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect. A list of the current Officers will be maintained in a schedule on file with the Secretary.

DATED July 27, 2020


Bruce S. Nicholson, Secretary



SCHEDULE OF OFFICERS

The following is a list of the duly appointed Officers of the Company and their respective signing authority limits and management positions in the Company:

CHIEF EXECUTIVE OFFICER AND PRESIDENT -up to Fifteen Million Dollars (\$15,000,000)

Douglas J. McKeown

EXECUTIVE VICE PRESIDENTS -up to Five Million Dollars (\$5,000,000), or as delegated

Chief Financial Officer

David W. Remick

General Counsel

Rebecca Talbert

Strategic Business Unit Leaders

Joseph C. Barbagallo

R. Duff Collins

Peter E. Nangeroni

Steven F. Niro

Alyson Watson

President of Consulting

Phyllis Brunner

SENIOR VICE PRESIDENTS - up to One Million Dollars (\$1,000,000), or as delegated

Operations Leaders

Andrew Neal

Paul P. Roux

Jeffery C. Stearns

Patricia A. Thomes

Marc G. Thomas

Senior Area Managers

David W. Dedian

Director of Innovations and

New Ventures

Eric T. Carlson

Director of Technical Practices

Robert C. Amaral

James Daniel Bryant

Thomas F. Hazlett III

Kathleen Higgins

Thomas E. Stoughton

Business Development Leaders

Brian E. Bzdawka

Christy Kennedy

David R. MacDonald

Joseph Brendan McLaughlin

Jerry G. Sheehan

National Practice Leaders

Sergio Bazarevitsch

Michael Matson

David Richardson

Thomas Richardson

Adam H. Steinman

Hugh G. Tozer

VICE PRESIDENTS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

Senior Client Managers

Glenn T. Almquist
Jennifer L. Anders
Kevin R. Bethke
Kenneth J. Bird
Rosemary T. Blacquier
Brent M. Bridges
Kenneth W. Carlson
Anthony C. Catalano
Craig B. Deeney
Susan Ferris
Daniel Garson
James Graydon
Michael Greenberg
Carol A. Harris
Nicholas A. Hastings
Michael Headd
Michael J. van der Heijden
Mary E. House
Scott J. Medeiros
Paul Norian
Patrick F. O'Hara
James J. Rivard
Scott C. Shannon
✓ Joseph D. Shea
Barry S. Sheff
Lloyd K. Snyder

Area Managers

Glenn D. Burden
Gregory Frieden
Michael J. Geary
David Kitzmiller
Jason Muche
Michael Pratt
Frederick Rogers
Robert Scott
Michael S. Thompson

Senior Technical Practice

Leaders

Robin Cort
Leslie Dumas
Jennifer Glynn
Scott Goldman
Lucas Hellerich
Glenn Hermanson
Xavier Irias
Gisa Ju
Saqib Najmus
Persephene St. Charles
Ali Taghavi
Kyle E. Tracy
Anthony Valdivia

Practice Leaders

Kelley C. Begin
John Gregory Booth
Lisa J. Campe
Patrick J. Cyr
Susan E. Guswa
Zachary L. Henderson
Jason R. House
Joseph A. Hurley
Robert S. Little
Catharine M. Rockwell
Bert J. Wesley
David A. White
Daniel Windsor

Regional Managers

Peter Andromolas
Michael L. Battistelli
Ryker Brown
Denise L. Cameron
Kelly V. Camp
Mesut Cayar
Maggie Connolly
Brian Dietrick
Matthew Elsner
Jeffrey A. Hamel
Kenneth Kohlbrenner
Steven Lauria
Nathan T. McLaughlin
Brian Pile
Matthew J. Valentine
Erica Wolski
Gillian J. Wood

Corporate Vice Presidents

Jennifer Andrews
Bruce S. Nicholson
Kathleen Welter

Corporate Service Directors

Kenneth Danila
Shannon J. Eylar
Andrew L. Stanhope

Technical Delivery Group

Leader

Peter J. Martin

Chief Technologist

Paul Dombrowski

SENIOR PRINCIPALS -up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

Frank Cavaleri
Randy Tome
James D. Wilson
Donald J. Weeks
Daniel M. Wolfram
Douglas E. Spicuzza

Miles L. Walker
Rebecca A. Corbin
Richard P. Fedder
Andrew J. Fitzpatrick
Justin F. deMello
Brian Ravens

James Blanke
David G. Krochko
Brent R. Sutter
James P. Sturgis
Mark E. Pietrucha

ATTACHMENT

A

September 8, 2020



Mr. Maurice Goulet
Town of Medfield
Department of Public Works Director
55 North Meadow Road
Medfield, MA 02052

Re: Proposal for Professional Engineering Services
Fiscal Year 2021 Infiltration and Inflow SSES

Dear Mr. Goulet:

Woodard & Curran appreciates the opportunity to submit this proposal to the Town of Medfield, Massachusetts (the Town) for engineering services associated with addressing excessive infiltration and inflow (I/I) in the Town's wastewater collection system. The phases described within will provide next steps continuing from the initial I/I data collection and study findings phases. The plan to address excessive I/I will be developed in conjunction with the Town of Medfield Department of Public Works to focus on an action-oriented program to identify and eliminate prioritized sources of I/I. We have assisted many similar communities with field investigation aimed at compliance with the infiltration/inflow requirements of 314 CMR 12.

The project will be completed in accordance with the Scope of Services, Compensation, Schedule, and Clarifications and Assumptions as defined herein.

SCOPE OF SERVICES

Woodard & Curran has met with the Department of Public Works (DPW) and wastewater treatment plant (WWTP) staff to discuss the I/I Study Findings summarized in our July 24, 2020 Technical Memo. The next step in the I/I reduction program is to focus investigation efforts on the subareas with the highest rates of I/I in order to narrow down specific locations and/or sources of I/I. To maximize the funds available, field investigations within this scope of work will prioritize the subareas with the highest rate of infiltration: 7, and the highest rates of inflow: 7 and 1.

The investigation program will identify locations of I/I and quantify specific extraneous flows. Data gathered during previous investigation efforts will also be reviewed and incorporated into the investigation program. As record documents from previous studies and rehabilitation efforts are reviewed, the investigation efforts and tasks within this scope of work may be rebalanced to optimize available funds.

A Sewer System Evaluation Services (SSES) technical memorandum will be provided that summarizes locations of defects causing I/I and recommendations to rehabilitate the affected sewers using trenchless or excavation means, including a cost estimate for rehabilitation, design, bidding and award, construction services, and other required items.

Phase 1 – Infiltration Field Investigation

Woodard & Curran will use local subcontractors to perform field investigation of the existing sanitary sewer system to obtain a more refined understanding of the sources of infiltration within the prioritized subarea. The following sub-tasks will be completed:



Flow Isolation

Woodard & Curran will hire a sewer inspection subcontractor to perform flow isolation. Flow Isolation work will be conducted on manhole to manhole segment basis (or not longer than 1,000 LF stretch). Work will be performed in sewer lines where groundwater has been determined to enter the sanitary sewer in significant quantities. Isolation of groundwater will be performed during the early morning hours (midnight to 6 am) when residential usage is at a minimum. Portable pipe weirs will be placed in the targeted sewer lines to measure the flow in segments of approximately 300 linear feet. The flow volume will be calculated in order to isolate the areas contributing significant infiltration. A final report will be provided which will include the street name, manhole identification, time of measurement, pipe sizes and flow measurements/weir readings for each line segment tested. Sewers with high infiltration rates (>4,000 gpd-idm per MassDEP I/I guidelines, or as directed by the Client) will be recommended for CCTV inspection. All work will conform to applicable safety requirements.

CCTV Inspection

Woodard & Curran will hire a sewer inspection contractor to complete NASSCO PACP sewer inspections. Sewer segments meeting criteria for excessive infiltration may be scheduled for CCTV inspection. For the purposes of this scope, it is assumed that no more than 50% of the sewer segments subject to flow isolation will be budgeted for CCTV inspection.

CCTV inspection will be conducted during high groundwater season on each manhole to manhole segment or service. A closed-circuit "pan and tilt" television camera shall be utilized to observe and document the internal condition of the sewer lines. The television camera shall be moved through the sewer line at a prudent rate so that all pipe leaks and defects are observed and photographed. An observation log shall be kept for each sewer segment inspected. Information on each log shall include, at a minimum: date inspected, weather, condition, segment location, segment length, ground surface description, pipe size, pipe length and joint spacing. The town's manhole numbering system shall be used to identify each line segment location. Reports will be PACP compliant and will be generated using WinCan software.

Sewer line cleaning services will be performed in order to increase visibility for the television inspections. Using a cleaning unit equipped with telescoping, rotating hose reels, high velocities of water will be directed against pipe walls to remove debris and grease build-up. Light cleaning will include up to two passes with the jet nozzle. The Town will provide a water supply (fire hydrant), access and rights of way to all openings, bypass pumping and flow diversion (if required). Adequate lay down space for equipment and a local site for disposal of pipe sediments will be provided by the Town.

Manhole Inspection

Woodard & Curran will hire a sewer inspection subcontractor to perform NASSCO MACP Level 1 manhole inspections. Manhole inspections will be performed in areas where flow isolation is conducted during high groundwater season, unless otherwise directed, and where manholes can be accessed. A written log will be furnished for each manhole inspected. The manhole survey will document location, structural defects, I/I sources, size, depth, materials of construction, deposition of solids and other pertinent information. If manholes are observed to be depressed or can otherwise collect runoff, an estimate of the drainage area for that manhole shall be provided. Digital camera equipment will be used during manhole inspections to document defects that may be discovered during the investigations. A final report including detailed logs and color photos from the inspection will be delivered to the client. All data will also be presented in tabular format.



Phase 2 – Inflow Field Investigation

Woodard & Curran will use local subcontractors to perform field investigation of the existing sanitary sewer system to obtain a more refined understanding of the sources of inflow within the prioritized subareas. The following sub-tasks will be completed:

Smoke Testing

Smoke testing will be conducted during dry weather (i.e., 72 hours or more with less than 0.1 inch precipitation) and low groundwater levels in the prioritized sewer subareas: 7 and 1. In order to identify defects in the lines, non-toxic smoke will be forced into the sewer lines. Field crews will use smoke candles and/or liquid smoke in conjunction with high power blowers to identify cross connections. Breaks in the sewer will allow the smoke to escape. Smoke testing will identify inflow sources and most restrictive conditions within the sewer lines. A smoke testing record will be completed in the field for each line section tested. These records will include date/time, location, set-up manhole, segment length, site sketch, smoke test results, source address and source location. Photo documentation of positive results may be taken. A summary of site activities and findings will be provided in the form of a brief summary report.

Approximately one week in advance of smoke testing activities notification fliers will be distributed at all potentially impacted properties. Fliers will provide information about the smoke testing program including appropriate contact names. The flier will be approved by the Town prior to distribution. In addition to residents, the local fire department, police department, 911 operators, and Town personnel handling telephone inquiries will also be notified in advance of site work. Woodard & Curran will provide notification information for use by the Town on approved social media and Town website if desired.

Dye Testing

Areas testing positive for possible connection to the sanitary sewer with smoke testing will be recorded and may be scheduled for Rainfall Simulation utilizing dyed water flooding or tracing. For the purposes of this scope of work, no more than 8 days are estimated to be required for Rainfall Simulation.

Dyed water tracing and flooding will be conducted through the introduction of water, colored by a non-toxic dye, into a designated drainage structure. For dyed water tracing, no plugging will be conducted and observation of dyed water flow in the sanitary sewer downstream of the structure will verify connection to the sewer. For dyed water flooding, the drain or drain structure will be plugged and flow measurements will be taken before and after flooding at the sanitary sewer downstream of the structure to verify connection to the sewer and the volume of dyed water leakage into the sewer.

Phase 3 – SSES Technical Memorandum

As a result of the I/I field investigation efforts detailed above, a Draft SSES technical memorandum will be delivered to the Town. The technical memo will detail potential I/I sources and associated estimated quantities of inflow, cost effective analysis, and recommended future plan of action for system improvements in the separated sewer system area needed to achieve inflow reductions.

Woodard & Curran will review and incorporate data gathered during the following previous investigations, Spring 2017 CCTV Inspection Report and CCTV footage prepared by EST, and Spring 2018 Sewer Manhole Inspection Reports prepared by EST. Woodard & Curran will also review record documents of studies and rehabilitation efforts previously completed by other consultants, as this information has been provided by the DPW. This information will be accounted for within the technical memorandum to identify pipeline structural defects indicative of I/I.

The technical memo will summarize condition assessments of the inspected sewer pipes and manholes, prepare recommendations for rehabilitation and opinion of probable costs to aid in the Town's Capital Improvement Plan, and will identify significant defects requiring immediate repair. Following one round of comments provided by the DPW on the Draft SSES technical memorandum, a Final SSES technical memorandum will be submitted to the Town.



COMPENSATION

The following table presents our fee through a lump sum billing method for the professional services for the Phases listed herein. This fee will not be exceeded without prior written authorization. Monthly invoices will be submitted to the Town.

Phase	Labor Fee	Subcontractor & Expenses	Total Fee
1 – Infiltration Field Investigation	\$23,500	\$38,000	\$61,500
2 – Inflow Field Investigation	\$18,500	\$30,000	\$48,500
3 – SSES Technical Memorandum	\$32,500	-	\$32,500
TOTAL	\$74,500	\$68,000	\$142,500

The parties may agree to expand the Scope of Services provided by Woodard & Curran upon completion of the Scope as herein outlined. Any additions or extensions of the contract will be the subject of future negotiations.

PROJECT SCHEDULE

Woodard & Curran is available to commence work within 30 days upon a signed contract. We anticipate the inflow field investigation will be completed in the Fall of 2020 and the infiltration field investigation will be completed in the Spring of 2021, pending weather to perform field investigation work. The SSES technical memorandum will be delivered within 60 days of receipt of the field investigation deliverables from the local subcontractor(s).

CLARIFICATIONS AND ASSUMPTIONS

Exclusions from the scope of work and costs presented above include the following:

- The cost of police details to safely complete above referenced scope of work is not included. Police details will be scheduled by field subcontractors, and paid for by the Town.
- The cost of heavy sewer cleaning and debris removal if required is not included. Field subcontractors shall perform light cleaning and the Town will provide a location to dispose of the debris removal.
- The Town will provide a source of water supply to perform line cleaning, such as a fire hydrant.

TERMS AND CONDITIONS

All services will be performed in accordance with the Term and Conditions agreed to between the Town of Medfield and Woodard & Curran. We appreciate the opportunity to continue to support the Town of Medfield DPW. If necessary, please reference a purchase order number if required for billing purposes.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in black ink, appearing to read "Joseph D. Shea".

Joseph D. Shea, P.E.
Senior Principal

cc: Scott C. Salvucci, P.E., Woodard & Curran



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES,
RE: MEDFIELD – SCADA MAINTENANCE AND SERVICE**

CONTRACT # DPW 2020-08

STATE CONTRACT # (if applicable) _____

This Contract is made this 6th day of October 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 Woodard and Curran, Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 (hereinafter referred to as the "Contractor").

WITNESSED:

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

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

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

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

3. 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, October 6, 2020 to June 30, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$37,000.00 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 negligent act, omission 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 Engineering Consultant shall perform SCADA Maintenance and Service work 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: Woodard and Curran, Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 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.
21. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

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

September 17, 2020



Mr. Goulet
Town of Medfield
55 North Meadows Road
Medfield, MA 02052

Re: Standard SCADA Service Subscription

Dear Mr. Goulet:

Woodard and Curran, Inc. (W&C) is pleased to present this annual subscription to maintain, protect, and optimize your SCADA system. This program is designed to prolong the effectiveness of your system, reduce, and prevent emergency situations while removing the burden of managing these assets and administrative tasks from your growing workload.

This program will;

- Provide 24 / 7 / 365 live support;
- Provide prescheduled system maintenance, assessment, and optimization visits;
- Manage and report on your SCADA assets that will assist you in capital planning;
- Provide discounted materials;
- Establish predictable service costs to simplify your budgeting;
- Reduce administrative tasks for you and your A/P department; and
- Provide discounts if you enroll in our auto payment program.

We look forward to servicing and optimizing your SCADA System. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

WOODARD & CURRAN INC.

Robert Amaral
Director of Technical Practices

BA/cc



SCADA STANDARD SERVICE PROGRAM

Woodard & Curran, Inc. (W&C) presents this service subscription to optimize and provide as-needed support to the Town of Medfield's Supervisory Control and Data Acquisition (SCADA) system.

SERVICES INCLUDED

PRESCHEDULED SITE VISITS

W&C will perform two site visits during the term of the contract to complete system optimization and preventative care and planning tasks listed below. These site visits will be referred to as prescheduled visits hereinafter.

- Meet with operators to identify any modifications needed to help their department operate more efficiently.
- Optimize system based on meetings and system performance observations.
- Maintain all PLC program modifications and store on an offsite secure server.
- Backup all SCADA related software (HMI, alarming, reporting, etc.) to an offsite secure server.
- Maintain and update O&M manuals with any modifications made to the system.
- Inspect control panels for any code violations. Pictures of the panels will be stored on secure server and the Client will be advised of any code issues.
- Review in-house spare parts and develop list of required items to avoid prolonged down time in emergency situations.
- Review communications and document settings for LAN and WAN (remote sites).
- Review all remote site controls, instrumentation, and communications.
- Modify alarming as needed/requested.
- Modify reports as needed/requested.
- Modify graphic displays as needed/requested.
- Review security of the SCADA system.
- Provide training as needed/requested. Review fundamental SCADA system troubleshooting with operations staff as required. At the Client's discretion training may be given in the use and operation of PLC and OIT software programs.
- Identify future work, if any, to be included in a task list.
- Using the task list as a basis, assist client with capital planning as it pertains to SCADA assets.

SCADA ASSET MANAGEMENT

- Inventory all SCADA hardware and software information from internal databases, drawings, and from site visits.
- Assess and report condition of SCADA hardware such as PLCs, UPS's, network and communication equipment.
- Input all SCADA software and hardware information into W&C's internal asset tracking system.



- Monitor and track hardware manufacturer end-of-life notifications and notify Client of such changes.
- Track SCADA software license renewals and notify Client when renewals are due. W&C strongly recommends keeping all SCADA software current by applying the appropriate upgrades and will advise Client when updates are made. Because installation of software upgrades can cause unanticipated interactions, it is recommended that only W&C SCADA Specialists install these upgrades.
- Develop a task list based on findings during prescheduled site visits, service calls and asset management work.

ON CALL SERVICE

- Client will have access to W&C's 24/7/365 live support system. This is a live help desk and sophisticated ticketing system that immediately routes calls to a technician on call during nights, weekends, and holidays. Our technician will contact the client to determine the nature of the situation. If it is agreed that an emergency condition exists, our technician will mobilize to site if the issue cannot be resolved remotely.
- Emergency situations may include, but are not limited to, loss of communication, loss of monitoring and/or control, computer software and/or hardware failure, known or suspected security breach, restoration of power to SCADA equipment after power outage and physical damage to SCADA components rendering it unusable.
- SCADA support telephone number: **1-866-MYSCADA**
- The client can make non-emergency service requests at any time. These requests will be logged and addressed during prescheduled visits.

DELIVERABLES

- One Task List submitted to client prior to client's capital planning
- One summary of work completed during the term
- One SCADA Asset Summary

COMPENSATION FOR SERVICES

For performance of work delineated we propose that our compensation be the sum of **\$9,000.00** (nine thousand dollars), for our salaries, payroll taxes and insurance, employee fringe benefits, reproduction of documents, telephone, travel, hardware, software, general overhead and profit for our services through June 30, 2021. The sum for each subsequent year (FY2022, 2023) is \$12,000.00 (twelve thousand dollars).

A separate Time and Materials (T&M) phase budget of **\$2,000.00** will be setup for each year and only used for materials or any service that falls outside of this agreement and only with Client authorization.

The cost of this program will be a fixed fee of **\$1,000.00** per month, billing will be monthly. The cost of this program will be discounted by five percent if Client takes advantage WC's auto payment program.

PROFESSIONAL RESPONSIBILITIES & INSURANCE

W&C will maintain adequate Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state applicable to and covering all persons engaged in the performance of our work.



W&C will purchase and maintain, at cost to the Client, any special insurance coverage required for the project.

W&C shall send an updated insurance certificate upon any changes or renewals of W&C insurance coverage to the Client.

TERM & TERMINATION

The term of this agreement is from October 6, 2020 through June 30, 2021 and include consecutive FY's 2022, 2023 (July 1 thru June 30). This program will auto renew on July 1 of each consecutive year. W&C reserves the right to evaluate the program at any time to determine if the correct program is being administered based on internal costs and labor hours consumed and will notify Client of any program adjustments within 60 days of the term's next FY.

GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ASSIGNMENT

Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the written approval of the other party unless it guarantees the full performance of its assignee.

ASSUMPTIONS & LIMITATIONS

- Client will not remove any equipment or products, to the extent W&C has a maintenance responsibility or has retained any interest therein, except in an emergency.
- Client shall not alter, repair or modify any SCADA component without prior written consent by W&C.
- New equipment, accessories, attachments, and/or features added to the SCADA system and requiring service may result in a pricing adjustment.
- Materials (including spare parts), equipment, and software licensing costs will not exceed the T&M amount without prior client authorization.
- Hardware and software upgrades (PLC, OIT, computers, firewalls, switches, radios, software (controls, reporting, and alarming) are excluded and must be performed under a separate contract.
- **Any work not explicitly outlined herein such as design or project work is excluded and will require a separate contract to perform.**
- As a result of this service contract being in place, the client will receive a discounted materials markup.
- Response time is same day.
- Client will maintain spare parts that W&C recommends preventing down time associated with sourcing materials.
- Response may be by telephone or computer (remote access) or onsite as required by an emergency.
- Client will ensure that its SCADA software is in support at the time this agreement is authorized. Work caused by software not in support will be charged on a Time and Materials (T&M) basis.
- WC will advise client to replace hardware that is at its end-of-life and renew software that is out of support. Should client not make these necessary upgrades and renewals, costs associated with service calls to address obsolete equipment and lapsed software support contracts will result in additional charges to client.
- A separate fee will be charged to client if W&C mobilizes to site to address an emergency SCADA situation caused by a 3rd party.



AGREEMENT

This Agreement represents the final embodiment of the parties' intentions and understandings. It supersedes any prior understandings - written or oral. No modifications, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms hereof, shall be binding upon either party unless in writing executed by an officer or agent of both parties specifically authorized to do so.

ACCEPTANCE

Please indicate acceptance of this proposal by signature below. Any purchase order issued by Client in connection herewith shall be for accounting purposes only and shall incorporate the terms and conditions of this proposal by reference. The terms and conditions of this proposal shall prevail over any terms and conditions of a purchase order issued in connection herewith. This proposal is subject to acceptance within 30 days.

WOODARD & CURRAN

Robert Amaral

CLIENT NAME

Agreed and Accepted:

By: 

Title: Director of Technical Practices

Date: 09.17.20

Agreed and Accepted:

By: _____

Title: _____

Date: _____



WOODARD & CURRAN TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated September 17, 2020 (“Scope of Services”), constitute the terms of this agreement (“Agreement”) between Woodard & Curran, Inc. (“Engineer”), with an address of 250 Royall Street, Suite 200E, Canton, MA 02021, and Town of Medfield (“Client”), with an address of 55 North Meadows Road | Medfield, MA 02052, with respect to the performance of the Scope of Services (the “Project”) and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Engineer’s Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer’s costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer’s Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Engineer’s undertaking herein or its performances of services, and it is agreed that Engineer is not a fiduciary or municipal advisor to the Client.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer’s performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer’s representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required to perform the Scope of Services.

3. Client’s Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

- 3.1 Designate in writing a person to act as Client’s representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client’s policies and decisions with respect to Engineer’s services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client’s requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer’s services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.7 If applicable, retain its own Independent Registered Municipal Advisor (“IRMA”) pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Engineer is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.

4. Subcontracts

- 4.1 If requested by Client, the Engineer will recommend the Client’s engaging the services of laboratories, testing



WOODARD & CURRAN

TERMS & CONDITIONS

services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.

- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 10% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

5. Billing and Payment

- 5.1 Client shall pay Engineer on a Lump Sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.

- 5.7 If circumstances or conditions not originally contemplated or known to Engineer are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Engineer shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out



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of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.

- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's applicable insurance policy limits set forth herein.
- 7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

- 8.1 Engineer is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

- 9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of

action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

- 9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Engineer does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

- 10.2 **COVID-19: As a result of the global COVID-19 pandemic, Woodard & Curran may experience supply chain disruptions and/or interruptions, travel restrictions and other limitations that may impact its ability to perform hereunder. In addition, Woodard & Curran has been and will continue to implement necessary health & safety procedures in response to the pandemic. As a result, there could be a delay in the provision of services and/or goods, including but not limited to the delay of work product deliverables, product and spare part deliveries and installations, maintenance and repair work, and technical support, among others. Woodard & Curran will take reasonable steps to try to mitigate the effect that this pandemic – force majeure event - may have; however, based on the breadth and extent of this event, both parties acknowledge and agree that Woodard & Curran cannot be held responsible for any anticipated performance, performance milestone dates, delays,**



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and/or additional costs as a result thereof. The Client acknowledges and accepts these risks.

11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days being after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.

12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of



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construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which 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 or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety

requirements. Client agrees to notify such contractors or other parties accordingly.

16. Environmental Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to



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make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its

option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

18. Miscellaneous

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

18.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the Commonwealth of Massachusetts, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor,



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materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)



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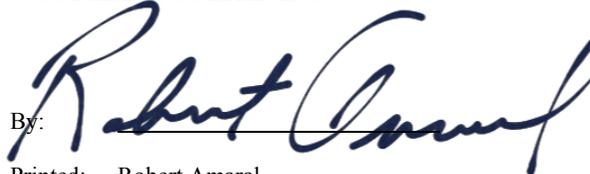
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

CLIENT:

WOODARD & CURRAN INC.

TOWN OF MEDFIELD

By: 

By: _____

Printed: Robert Amaral
Title: Director of Technical Practices

Printed: _____
Title: _____

Thereunto duly authorized
Date: September 17, 2020

Thereunto duly authorized
Date: _____



Item 14

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 6th day of October 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 \$10,300.00 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 indemnify and hold harmless the Town, its officers, boards 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, to the extent caused by the negligent act, omission or default on the part of the Contractor, or any of its agents or employees.
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 at the time of such claim, dispute, or other matter. If the parties do not agree to arbitration, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction as set forth in Article 19 of this Agreement.

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)
Nitsch Engineering, Inc.

Board of Selectmen

By: Joshua J. Alston
Title: Risk Manager

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: Joshua J. Alston, PE
Print Name

Risk Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Joshua J. Alston, authorized signatory for
name of signatory

Nitsch Engineering, Inc., whose
name of contractor

principal place of business is at 2 Center Plaza, Suite 430, Boston, MA 02108,

_____ does hereby certify under the pains and penalties of perjury that
Nitsch Engineering, Inc. has paid all
name of contractor

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

Joshua J. Alston September 17, 2020
Signature Date

SPECIAL MEETING OF DIRECTORS

NITSCH ENGINEERING, INC.

A Special Meeting of Directors of Nitsch Engineering, Inc. was held at the offices of the Corporation, 2 Center Plaza, Suite 430, Boston, Massachusetts, at 11:00 a.m. on Monday, January 13, 2020. The following Directors of the Corporation were present: Deborah Danik, Sandra A. Brock, Lisa A. Brothers, Aaron A. Gallagher, Judith Nitsch, and Deirdra A. Taylor.

Lisa A. Brothers, Chairman of the Board of the Corporation, presided and Rosa Romero, Secretary of the Corporation, kept the minutes.

VOTED: To authorize; Lisa A. Brothers, PE, ENV SP, LEED AP BD+C, Chairman, CEO and President; Judith Nitsch, PE, LEED AP BD+C, Founding Principal, Assistant Treasurer; and Deirdra A. Taylor, Vice President, Treasurer, Assistant Secretary, CFO to enter contracts and perform other functions on behalf of the corporation.

To authorize Fayssal J. Hussein, PE, PTOE, LEED GA, Vice President, Director of Transportation Engineering; and Gary F. Pease, PE, LEED AP, Vice President, Director of Client Services to execute on behalf of the Corporation, professional services contracts utilizing the Corporation's Standard Proposal format and Standard Contract Terms, up to a maximum of \$250,000.00. This authorization excludes any incoming non-Nitsch contracts and subconsultant contracts.

To authorize Joshua J. Alston, PE, LEED AP, BD+C, Risk Manager, to enter Nitsch Engineering Standard Proposals and other non-standard professional services contracts up to a maximum of \$250,000 on behalf of the corporation.

To authorize Matthew Brassard, PE, ENV SP, Mid-Atlantic Regional Manager; Sandra A. Brock, PE, ENV SP, CFM, LEED AP BD+C, Vice President, Chief Engineer; Emad A. Elsakka, PE, Vice President, Director of Structural Engineering; Aaron A. Gallagher, PE, CFM, LEED AP, Director of Civil Engineering; John M. Schmid, PE, LEED, Vice President, Executive Project Manager; and Denis Seguin, PLS, Vice President, Director of Land Surveying to execute on behalf of the Corporation, professional services contracts utilizing the Corporation's Standard Proposal format and Standard Contract Terms up to a maximum of \$150,000. This authorization excludes any incoming non-Nitsch contracts and subconsultant contracts.

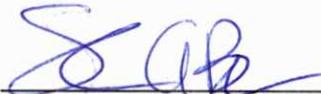
To authorize Alexander D. Diotte, PLS and Senior Project Manager to execute on behalf of the Corporation, professional services contracts utilizing the Corporation's Standard Proposal format and Standard Contract Terms up to a maximum of \$50,000. This authorization excludes any incoming non-Nitsch contracts and subconsultant contracts.

Thereupon, after a discussion to authorize the individuals listed above to enter into contracts as described, and on a motion duly made and seconded, all the Directors voted in the affirmative.

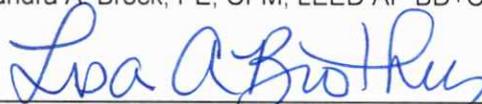
EXECUTED as of this 13th day of January 2020.



Deborah M. Danik, PE, LEED AP BD+C, CPESC



Sandra A. Brock, PE, CFM, LEED AP BD+C



Lisa A. Brothers, PE, LEED AP BD+C, ENV SP

Aaron Gallagher, PE, CFM, LEED AP

Judith Nitsch, PE, LEED AP BD+C

Deirdra A. Taylor, CPA

<https://nitscheng.sharepoint.com/corporate/Board of Director Votes/2020 BOD and Shareholders/2020-01-13 Board Vote - Contract Authorizations.doc.doc>

ATTACHMENT

A

September 14, 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; and
4. Harding Street/West 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.

On Monday September 14, 2020, we discussed the following location.

5. South Street at Spring Street (Route 27) – unsignalized location.

You indicated that the Town is seeking an analysis and evaluation of traffic operations at this intersection to determine if a traffic signal is warranted per the requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

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;

SCOPE OF SERVICES – continued

2. Perform a site visit to review physical features (including sight distances), issues, constraints, and assess vehicle operation;
3. Perform traffic counts at the South Street / Spring Street intersection only.
4. 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
5. 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 except for the South Street / Spring Street 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, except for the one location identified above.
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.

ASSUMPTIONS – continued

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. Unless absolutely necessary, counting vehicles at this time may 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.
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 20 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 **\$10,300**. 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.

Mr. Maurice Goulet: Nitsch Proposal #14257.P
September 14, 2020
Page 4 of 5

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.

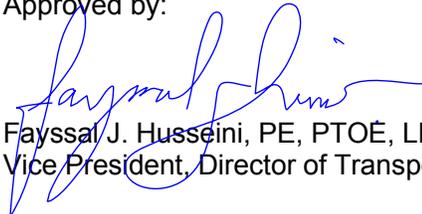
Very truly yours,

Nitsch Engineering, Inc.



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

Approved by:



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

SDF/ajc

Enclosures: Standard Contract Terms

Q:\14257 Medfield Int\Contract\14257 Nitsch Proposal.docx

Mr. Maurice Goulet: Nitsch Proposal #14257.P
September 14, 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



TOWN OF MEDFIELD

Office of

DIRECTOR OF PUBLIC WORKS

MEDFIELD, MASSACHUSETTS

MAURICE GOULET
Director

TO: Board of Selectmen
FROM: Maurice Goulet, Director of Public Works
DATE: September 29, 2020

RE: Joint Purchase of Salt 2020-2021 Bid Results

It is hereby recommended that the following bids be awarded to the low bid prices and the Town of Medfield bid specifications:

- CC (Rock) Salt – Primary Bidder: Eastern Minerals, Inc.
Secondary Bidder: Champion Salt LLC
- Solar Salt - Primary Bidder: Eastern Minerals, Inc.
Secondary Bidder: Morton Salt Co
- Treated Salt - Primary Bidder: Eastern Minerals, Inc.
Secondary Bidder : Morton Salt Co

BID RESULTS:

	<u>CC (Rock) Salt Delivered</u>	<u>Solar Salt Delivered</u>	<u>Treated Salt Delivered</u>
Eastern Minerals, Inc.	\$43.18	\$43.18	\$57.43
Champion Salt LLC	\$43.94	NO BID	\$60.94
Morton Salt Co	\$45.59	\$47.51	\$59.59
American Rock Salt Co	\$63.95	NO BID	NO BID
Cargill Corp.	NO BID	NO BID	NO BID

STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST

updated 12/17

*2 Original Signed Project Request Forms are to be submitted.

Item 16a

CONTRACT # _____

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

Project Name: Intersections Improvement Study

Primary Road: Various Roadways and Intersections

Local Road: _____

Bridge #: _____

City/Town: Medfield

Location(s) _____

Length: N/A feet Width: N/A feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	_____
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

The Town of Medfield will be hiring transportation engineers to study 5 intersections in conjunction with our pavement management program to recommend improvements in vehicle movements and safety.

WORK TO BE DONE:

Force Account: Advertised Contract: Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ 10,300.00

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:	
Signed: _____	_____
State Aid Engineer	Date
Road Classification Verified: _____	
Approved for \$ _____ @ 100%	
_____	_____
District Highway Director	Date

Signed: <u>Maurice Goulet</u>	
<u>DPW DIRECTOR</u>	<u>9/14/20</u>
Highway Official's Title	Date

Accounting Official's Title	Date

Date	Duly Authorized Municipal Officials



CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Medfield MassDOT Highway District # 3

Proposed Work: Surface treatment (rubber chip seal)
 Construction _____ Resurfacing _____ Improvement _____ Engineering X Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No X
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No X
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No X
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No X
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No X
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No X
 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No X
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
 If a county Hearing is required, it must be held prior to starting work. Yes X No _____
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? Yes _____ No X
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
 If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes _____ No X
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No X
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	DPW Director Highway or Conservation Officer's Title
Signatures	Signatures
Date	Date 9/14/2020

**This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.**



2 Center Plaza, Suite 430
Boston, MA 02108-1928
T: 617-338-0063
F: 617-338-6472

www.nitscheng.com

September 14, 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; and
4. Harding Street/West 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.

On Monday September 14, 2020, we discussed the following location.

5. South Street at Spring Street (Route 27) – unsignalized location.

You indicated that the Town is seeking an analysis and evaluation of traffic operations at this intersection to determine if a traffic signal is warranted per the requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

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;

SCOPE OF SERVICES – continued

2. Perform a site visit to review physical features (including sight distances), issues, constraints, and assess vehicle operation;
3. Perform traffic counts at the South Street / Spring Street intersection only.
4. 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
5. 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 except for the South Street / Spring Street 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, except for the one location identified above.
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.

ASSUMPTIONS – continued

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. Unless absolutely necessary, counting vehicles at this time may 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.
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 20 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 **\$10,300**. 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.

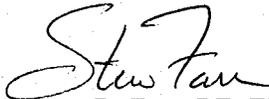
If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this proposal, and all such services will be provided and compensated 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.

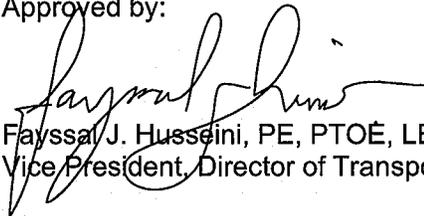
Very truly yours,

Nitsch Engineering, Inc.



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

Approved by:



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

SDF/ajc

Enclosures: Standard Contract Terms

Mr. Maurice Goulet: Nitsch Proposal #14257.P
September 14, 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

STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST

Item 16b

updated 12/17

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # _____

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

Project Name: ADA Self Evaluation Section 504 Transition and SW Master Plans

Primary Road: Town-wide

Local Road: _____

Bridge #: _____

City/Town: Medfield

Location(s) _____

Length: N/A feet Width: N/A feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	_____
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

The Town of Medfield will be hiring engineers to conduct an ADA self-evaluation for the town's sidewalk network. The work will include the development of Section 504 Transition Plan and Sidewalk Master Plan.

WORK TO BE DONE:

Force Account: Advertised Contract: Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ 64,750.00

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:	
Signed: _____	_____
State Aid Engineer	Date
Road Classification Verified: _____	
Approved for \$ _____ @ 100%	
_____	_____
District Highway Director	Date

Signed:	
<i>Maurice Jones</i>	_____
DPW Director	9/14/20
Highway Official's Title	Date

Accounting Official's Title	Date

Date	Duly Authorized Municipal Officials

CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Medfield MassDOT Highway District # 3

Proposed Work: Surface treatment (rubber chip seal)
 Construction _____ Resurfacing _____ Improvement _____ Engineering X Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No X
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No X
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No X
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No X
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No X
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No X
 - Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No X
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
 If a county Hearing is required, it must be held prior to starting work Yes X No _____
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? * Yes _____ No X
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
 If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes _____ No X
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No X
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	DPW Director Highway or Conservation Officer's Title
	
Signatures	Signatures
Date	Date 9/14/2020

**This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.**



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

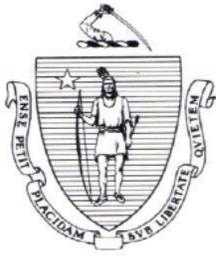
Task 1 – Self-Evaluation	\$12,500
Task 2 – Inventory and Assessment (425 Ramps & 70 Sidewalk Miles)	\$32,750
Task 3 – Section 504 Transition Plan & Sidewalk Master Plan	\$16,500
Project Management	\$3,000
Total	\$64,750

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



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

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

October 1, 2020

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

Re: 604(b) Water Quality Management Planning Grant Award Announcement

Dear Mr. Goulet:

Congratulations! I am pleased to inform you that the proposal from the Town of Medfield, *Town of Medfield Stormwater Retrofit Evaluation Project*, was selected for funding under the 604(b) Water Quality Management Planning Program. The 604(b) Program continues to support watershed based nonpoint source assessment activities and other water quality assessment or planning projects. These projects are key to our overall water resource protection efforts.

Shortly, you will receive further instructions and contract information from the Massachusetts Department of Environmental Protection's – Watershed Planning Program. Please feel free to contact Meghan Selby, 604(b) Program Coordinator by email at meghan.selby@mass.gov or Matthew Reardon, Nonpoint Source Program Manager by email at matthew.reardon@mass.gov if there are any questions or concerns.

Sincerely,

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in blue ink.

Handwritten signature of Karyn E. Polito in blue ink.

cc: Kristine Trierweiler, Town of Medfield

Baker-Polito Administration Announces Grants to Support Local Water Quality Management Efforts

**Projects in Bourne, Dennis, Everett, Medfield, Monterey
and Springfield**

FOR IMMEDIATE RELEASE:

9/30/2020

Massachusetts Department of Environmental Protection

MEDIA CONTACT

Edmund Coletta, MassDEP – Director of Public Affairs

Phone

617-292-5737

Online

edmund.coletta@mass.gov

BOSTON — The Baker-Polito Administration today announced \$220,000 in federal grants to six projects across the Commonwealth to assess watershed pollution and plan for work to address water quality impairments. The projects, selected by the Massachusetts Department of Environmental Protection (MassDEP), are based in Bourne, Dennis, Everett, Medfield, Monterey and Springfield.

“Preservation of the Commonwealth’s watersheds is crucial for natural resources, local economies and the quality of life of residents,” **said Governor Charlie Baker**. “These grants will help local officials identify problem areas and implement comprehensive plans to ensure that watersheds and waterways are safe and healthy for all to enjoy.”

“Massachusetts has long supported its watersheds and waterways as a community asset,” **said Lieutenant Governor Karyn Polito**. “We’re pleased to offer this support to communities and regional organizations that want to collect information to help them assess and manage these vital natural resources.”

The grants are funded by the U.S. Environmental Protection Agency (EPA) through Section 604(b) of the federal Clean Water Act. Since 1998, MassDEP has funded 109 projects under the 604(b) Water Quality Management Planning program, totaling more than \$5 million to address nonpoint source pollution problems.

“Watersheds and waterways can be contaminated by bacteria and nutrients like nitrogen and phosphorus, severely impacting the quality of life in our communities,” **said Energy and Environmental Affairs Secretary Kathleen Theoharides**. “These grants will help communities assess the problem and come up with commonsense solutions.”

“We are pleased to support communities as they work to protect and restore their local water resources,” **said MassDEP Commissioner Martin Suuberg**. “This year’s investment will help communities collect watershed data, develop green infrastructure plans, build local capacity through a green infrastructure training program and fund local efforts to improve water quality.”

The term “nonpoint source pollution” refers to contaminants that are carried to a waterway due to precipitation and stormwater runoff from the land or infiltration into the soil. Common types of nonpoint source pollution include phosphorus and nitrogen from lawn and garden fertilizers, bacteria from pet waste and waterfowl, oil and grease from parking lots and roadways and sediment from construction activities and soil erosion.

The projects receiving funding are:

**Modeling in Red Brook Harbor to Support Total Maximum Daily Load (TMDL) Development – \$48,344
Town of Bourne**

The town will estimate sub-watershed nitrogen loads that will be incorporated into a water quality model of the Red Brook Harbor system to develop nitrogen load reduction goals.

Dennis Impaired Waters Best Management Practices (BMP) Assessment – \$45,276

Town of Dennis

The town will identify, prioritize and inspect town-owned property that contributes stormwater runoff to the Bass River and Swan Pond River systems for suitable locations for implementing structural stormwater BMPs. The project will result in three conceptual design plans, one of which will be advanced to a final design plan to be used for future construction.

Mystic Infiltration Trench Siting and Design Project – \$40,450

City of Everett

The city will advance design plans for the eventual installation of approximately 250 street infiltration trench Best Management Practices through eight municipalities within the Mystic River Watershed.

Town of Medfield Stormwater Retrofit Evaluation Project – \$36,030

Town of Medfield

The town will identify, prioritize and inspect town-owned property suitable for retrofitting structural stormwater Best Management Practices. The project will result in 25 percent design plans for the top three sites.

Development of Preliminary Designs and Implementation Plans to Reduce Phosphorus Loading in Lake Garfield – \$8,500

Town of Monterey

The town will prepare preliminary designs to install stormwater Best Management Practices to reduce phosphorus contributions to Lake Garfield.

Improving Water Quality Through Green Infrastructure Capacity Building – \$41,400

Pioneer Valley Planning Commission (PVPC)

PVPC will prepare five to seven readily implementable stormwater Best Management Practice designs, with the focus on green infrastructure. The project also offers a 35-to-40-hour green infrastructure certificate-training program for 20 municipalities and 10 technical community college students to increase the green infrastructure knowledge base and interest within the region.

“I would like to thank Governor Baker, and Commissioner Suuberg, for

awarding the Town of Medfield \$36,030 in grant funding,” **said State Senator Paul Feeney (D-Foxborough)**. “These much-needed resources, provided through the Clean Water Act, will go a long way toward identifying potential pollution and preserving our valuable water resources for generations to come.”

“This money will support management planning and assessments at Red Brook Harbor in Bourne,” **said State Senator Susan Moran (D-Falmouth)**. “Through studying benthic habitat as well as supporting mechanisms to limit the total maximum daily load (TMDLs) of pollutants to enter the waterway we are improving the quality of our water supply and protecting our environment.”

“The Charles and Neponset Rivers are treasured resources in our community, and protecting these watersheds is key to ensuring clean water and climate resiliency,” **said State Representative Denise Garlick (D-Needham)**. “With this funding, the Town of Medfield will be able to engage in an important planning process that will help protect our waterways from harmful contaminants that runoff into the existing drainage system. These investments will help protect our water for generations to come.”

To find out more information about the grants and financial assistance related to water quality and watersheds, turn [here](#).

MassDEP is responsible for ensuring clean air and water, safe management and recycling of solid and hazardous wastes, timely cleanup of hazardous waste sites and spills and the preservation of wetlands and coastal resources.

###



Nicholas Milano <nmilano@medfield.net>

Fwd: Medfield EMA EMPG Grant

William Carrico <wcarrico@medfield.net>

Fri, Oct 2, 2020 at 9:45 AM

To: Kristine Trierweiler <ktrierweiler@medfield.net>, Nicholas Milano <nmilano@medfield.net>

Please see the email below. Our EMPG 2020 grant for \$3,500 was approved. I will need the contract and the authorized signature documents signed (you should have them) at the next BOS meeting so I can get them to MEMA.

Thanks,

William C. Carrico II
Fire Chief/EMD
Medfield Fire
112 North Street
Medfield, MA 02052
(O) 508-359-2323 Ext 3186
(C) 508-498-3570
(F) 508-359-2212

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----- Forwarded message -----

From: **Grants, EM (CDA)** <em.grants@state.ma.us>

Date: Fri, Oct 2, 2020 at 8:49 AM

Subject: RE: Medfield EMA EMPG Grant

To: William Carrico <wcarrico@medfield.net>

Good Morning,

Thank you for sending along your EMPG20 application. Your application has been reviewed and your project has been approved.

I will need copies of your contract and CASL with original, wet-ink signatures mailed to MEMA HQ at [400 Worcester Road Framingham, MA 01702](#).

You may not proceed with work on your project until you receive a copy of your contract that has been signed by MEMA.

Please let me know if there is anything I can do to be of assistance.

Best regards,

Emily Horan

Emergency Management Grants Specialist

Massachusetts Emergency Management Agency

[400 Worcester Road](#)[Framingham, MA 01702](#)

Cell: 508.848.9532

Office: 508.820.1407

From: William Carrico <wcarrico@medfield.net>
Sent: Wednesday, September 23, 2020 9:54 AM
To: EM Grants (CDA) <EM.Grants@mass.gov>
Subject: Medfield EMA EMPG Grant

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Please see the attached application.

William C. Carrico II

Fire Chief/EMD

Medfield Fire

112 North Street

Medfield, MA 02052

(O) 508-359-2323 Ext 3186

(C) 508-498-3570

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FFY 2020 EMPG Application

APPLICANT INFORMATION:

TOWN/CITY/TRIBE:	Town of Medfield, Medfield Fire & Emergency Management		
DUNS #: (required)	073798068	Expiration Date: (required)	03-16-2021

PROJECT Point of Contact (*Emergency Manager/Director*):

Name:	William C. Carrico II		
Title:	Fire Chief/EMD		
Email:	wcarrico@medfield.net	Phone:	508-359-1121

PROJECT STATEMENT OF WORK:

Provide a description of your project that includes “who, what, when, where, why and how”

Medfield EMA is requesting funds to purchase two Microsoft Surface Pro Tablets Pro X LTE 8gb/256GB with black keyboards. If awarded we will purchase these tablets ASAP for use during emergencies to access our Fire Servicer for emergency reporting, to access WEBEOC for situational awerness, and to conduct damage assessments using the September 3rd damage assessment tool provided by the Massachusetts Emergency Management Agency. These tablets will have air cards through FirstNet AT&T which provides First Responders priority cellular transmissions in the event of an emergency. Purchasing these tablets will increase our capability to conduct pre-incident planning, emergency response, and especially damage assessment and recovery.

Will anything be installed?	No	<input type="checkbox"/>
Are you purchasing any communication equipment?	No	<input type="checkbox"/>
Are you purchasing a drone or drone accessories?	No	<input type="checkbox"/>
Are you purchasing sonar equipment?	Yes	

Please email your completed Application to EM.GRANTS@mass.gov (*do not mail copy*)



Nicholas Milano <n milano@medfield.net>

Fw: Medfield META-9 Grant Award & Contract-Action Needed

Hildrun Passas <hpassas@yahoo.com>

Fri, Sep 25, 2020 at 5:08 PM

Reply-To: Hildrun Passas <hpassas@yahoo.com>

To: Fred Davis <fdavis@tiac.net>, Nicholas Milano <n milano@medfield.net>

We got the META grant!

Not sure what the next steps are, so I would appreciate if you gentlemen could take it from here. If I remember correctly, Pete will have to bring it up to the other two Selectmen for approval before accepting the grant, since they could not discuss it beforehand. So maybe this should be sent to Kristine and Pete?

Best regards,
Hilli

Hildrun J. Passas

----- Forwarded Message -----

From: Carey, Paul S (ENE) <paul.s.carey@state.ma.us>

To: hpassas@yahoo.com <hpassas@yahoo.com>; Brown, Kelly (ENE) <kelly.brown@state.ma.us>

Sent: Friday, September 25, 2020, 1:36:09 PM EDT

Subject: Medfield META-9 Grant Award & Contract-Action Needed

hpassas@yahoo.com;

Kelly Brown kelly.brown@mass.gov

Medfield has applied to use grant funding of \$12,500 to fund assistance with a solar PV project. Congratulations, the funding has been awarded! This email contains the information you will need to receive payment of this grant. Please observe a press embargo until DOER issues a press release.

The attached contract document, as well as 4 additional fiscal-related documents (COMMONWEALTH EFT, COMMONWEALTH CASL, COMMONWEALTH TERMS & CONDITIONS and COMMONWEALTH W9), together comprise a contract between DOER and Medfield for the funding awarded at the time of Medfield's META Grant Award.

Please return the signed documents to me by November 8th or sooner if possible. The sixth document is a request for payment form, please send this to me with the invoices to receive reimbursement from this grant.

The date when this contract is countersigned by DOER will be the Effective Date. Medfield may not incur obligations prior to the Effective Date.

After the contract has been entered into the state system and has a Contract ID number, I will return a scanned copy of the signed Contract to you for your records.

Please review these documents carefully. Let me know if you have any questions or propose making changes. One copy of original signed pages needs to be returned to me by mail.

I draw your attention to the following elements in these contract documents to review and consider:

I. THE STANDARD CONTRACT (page 1)

- The Authorizing Signature for the Contractor. This person must also be listed on the Contractor Authorized Signatory Listing document. Please review the checked choice in both the Prompt Payment Discount and Anticipated Start Date sections and read this page carefully.

II. COMMONWEALTH TERMS AND CONDITIONS

- Please have this signed and mail a wet-ink original to me at address below with other contract documents

III. SCOPE OF GRANT AWARD

- Contingencies relevant to the project scope are described.
- The first disbursement of funds is contingent on receipt by DOER of the executed contract and a copy of the contract the municipality signs with the consultant as well as a copy of the invoice from the consultant.

IV. BUDGET

- Disbursement of funds is scheduled over two Fiscal Years. It is expected that all work will be completed by September 31, 2022.

V. ATTACHMENT D – Request for Payment form

- Send this form to request payment during the grant period. Include scanned invoices from consultant, and send documents electronically to paul.s.carey@mass.gov

VI. COMPLETED META-9 APPLICATION

- included for reference.

Please return all signed documents to me by mail. I would appreciate an email when the documents are in the mail so I can look for them.

I look forward to working with you in the future.

Massachusetts Department of Energy Resources
[100 Cambridge St, Suite 1020, Boston, MA 02114](#)
Ph 617-626-7372 Fax 617-727-0030

Creating a Clean, Affordable, and Resilient Energy Future for the Commonwealth

6 attachments

 **COMMONWEALTH CASL.pdf**
32K

 **COMMONWEALTH EFT.pdf**
43K

 **COMMONWEALTH TERMS & CONDITIONS.pdf**
2467K

 **COMMONWEALTH W9.pdf**
88K

 **Medfield META-9 CONTRACT.pdf**
261K

 **request-for-payment-form.docx**
16K

TABLE OF CONTENTS

DEPARTMENT OF ENERGY RESOURCES PON-ENE-2020-018
MUNICIPAL ENERGY TECHNICAL ASSISTANCE GRANT PROGRAM

TOWN OF MEDFIELD

- I. THE COMMONWEALTH STANDARD CONTRACT FORM
- II. BACKGROUND
- III. ATTACHMENT A: DOER PON-ENE-2020-018
- IV. ATTACHMENT B: GRANTEE RESPONSE
- V. ATTACHMENT C: SCOPE OF GRANT AWARD
- VI. ATTACHMENT D: REQUEST FOR PAYMENT FORM
- VII. ATTACHMENT E: BUDGET
- VIII. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
 - 1. COMMONWEALTH TERMS AND CONDITIONS
 - 2. GRANTEE AUTHORIZED SIGNATORY LISTING
 - 3. W-9 FORM
 - 4. EFT



I. COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE	
Legal Address: (W-9, W-4): 459 Main St., Medfield, MA 02052		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Hildrun Passas	Phone: 508-314-8906	Billing Address (if different): Not Applicable	
E-Mail: hpasas@yahoo.com	Fax:	Contract Manager: Paul Carey	Phone: 617-626-7372
Contractor Vendor Code: VC6000181875		E-Mail: paul.s.carey@mass.gov	Fax: 617-626-7300
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____ Enter Amendment Amount: _____ AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$12,500.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> PPD; Payment issued within 15 days <input type="checkbox"/> PPD; Payment issued within 20 days <input type="checkbox"/> PPD; Payment issued within 30 days <input type="checkbox"/> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This contract is to provide grant monies to pay for a consultant (Consultant) with respect to the implementation of a solar PV project.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of September 30, 2022 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Osler Peterson</u>		Print Name: <u>Chantavy Sor</u>	
Print Title: <u>Chair of the Selectboard</u>		Print Title: <u>Acting Chief Financial Officer</u>	

II. Background

1. The Department of Energy Resources (DOER) issued the Municipal Energy Technical Assistance (META) grant application PON-ENE-2020-018 (PON) as set forth in Attachment A.
2. Medfield (Grantee) submitted a response to the PON on or before the due date, as set forth in Attachment B.
3. The DOER has selected the Grantee to receive the META Grant funds for the project described in Grantee's response to the PON. Due to the competitive nature of this grant program, the use of these funds is restricted to specifically approved projects.
4. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
5. The Grantee agrees to complete the project described in the Scope of Grant Award (collectively referred to as "the Project").
6. This contract (Contract) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Contract. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Contract by reference:

- I. THE COMMONWEALTH STANDARD CONTRACT FORM
- II. BACKGROUND
- III. ATTACHMENT A: DOER PON-ENE-2020-018
- IV. ATTACHMENT B: GRANTEE RESPONSE
- V. ATTACHMENT C: SCOPE OF GRANT AWARD
- VI. ATTACHMENT D: REQUEST FOR PAYMENT FORM
- VII. ATTACHMENT E: BUDGET
- VIII. COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
 1. COMMONWEALTH TERMS AND CONDITIONS
 2. GRANTEE AUTHORIZED SIGNATORY LISTING
 3. W-9 FORM
 4. EFT

III. ATTACHMENT A – DOER PON-ENE-2020-018 (ENCLOSED)

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IV. ATTACHMENT B – GRANTEE RESPONSE (ENCLOSED)

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V. ATTACHMENT C – SCOPE OF GRANT AWARD

COMMONWEALTH OF MASSACHUSETTS SCOPE OF GRANT AWARD AGREEMENT

By and Between
Massachusetts Department of Energy Resources (DOER)
and
Town of Medfield

SCOPE OF GRANT AWARD

Overview

This Contract is for the Municipal Energy Technical Assistance Grant Program to provide grant monies to municipalities to pay for a consultant (Consultant) with respect to the implementation of a solar PV project.

Program Schedule

The Grantee shall contact the DOER promptly if the Grantee cannot complete work prior to the end of the grant period, which shall be September 30, 2022.

Disbursement of Funds

- Disbursements shall be made per receipt by the DOER of the following:
 - 1) A signed copy of the contract between the Grantee and the Consultant.
 - 2) Consultant invoices provided to the Grantee detailing the Consultant's services, tasks completed and charges for services provided.
 - 3) A REQUEST FOR PAYMENT FORM along with the Consultant invoices to the DOER.
- Final payment shall be contingent upon receipt by the DOER of a one to two-page summary (Final Report) of all work provided by Consultant and the progress of the project for which the Consultant is providing services for, as further provided below

Grantee Warrant to Keep Facility Open

For projects involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that there are no present plans to close or sell the facility(s) for which the grants funds are designated for, and that said facility(s) will not be closed within the next five (5) years of contract Effective Date.

Administrative Costs

No administrative costs are allowed for municipal Grantees.

Publicity

The Grantee will coordinate with the DOER on all publicity regarding this project.

Reporting and Other Required Documentation

- A. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- B. **Final Report:** The Final Report shall reference and detail the work completed as outlined in Attachment B, Grantee Response along with the final invoice and the Request for Payment Form. The Final Report shall be submitted electronically to Paul Carey, paul.s.carey@mass.gov.
- C. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract, both the Commonwealth and the Grantee retain the right to make further use of the deliverables.

VI. ATTACHMENT D – REQUEST FOR PAYMENT FORM (ENCLOSED)

[This page intentionally left blank]

VII. ATTACHMENT E – BUDGET

Check one: X Initial Budget
 Budget/Account Amendment. Maximum Obligation before this Amendment:
PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable).
CURRENT DOC ID: _____.

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity/ Function Code	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter “YES” if Amount is a prior FY budget reduction or a current FY “Carry-in” authorization for Federal Funds	New Amount After Amendment
FY21	2000-0113	P01	GNCO-META					\$12,498.00
FY22	2000-0113	P01	GNCO-META					\$1.00
FY23	2000-0113	P01	GNCO-META					\$1.00

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u> 2021 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$12,498.00
FISCAL YEAR: <u> 2022 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$1.00
FISCAL YEAR: <u> 2023 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$1.00
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$12,500.00

**VIII. COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT FORM



Kristine Trierweiler <ktrierweiler@medfield.net>

OPEB Trust Committee Vacancy

Mike Pastore <mikepformedfield@gmail.com>
To: Kristine Trierweiler <ktrierweiler@medfield.net>

Tue, Sep 29, 2020 at 8:14 PM

Town Administrator Trierweiler:

I am writing to express my interest in the vacant Town resident position on the OPEB Trust Committee.

I have lived in Medfield for just over five years, with my wife and two children (5 and 8). I have been a litigator in the financial services sector for 13 years, and prior to that I was a legislative aide to a Massachusetts state representative.

My first awareness of Medfield's OPEB Trust was in January 2017 when I heard Selectman Murby (at the time, candidate Murby) talk about the Town's \$42 million unfunded OPEB liability. At first I thought he was obviously exaggerating. Unfortunately, as I learned, Gus does not exaggerate, and this was a very real long term problem the Town was facing. As Chair of the Warrant Committee, I gained a better understanding of the OPEB liability, and an appreciation for what Town management and the Board of Selectmen were doing to address it. I believe that my time as Warrant Committee Chair and a member of the Town's Collecting Bargaining Committee gives me a perspective that would be helpful to the OPEB Committee's mission. I would look forward to the opportunity to further serve the Town as an OPEB Trust Commissioner. Thank you for your consideration.

Mike Pastore
6 Liberty Road



Kristine Trierweiler <ktrierweiler@medfield.net>

Safety Committee?

Alexandra Maider <alexandramaider@gmail.com>
To: Kristine Trierweiler <ktrierweiler@medfield.net>

Sat, Sep 26, 2020 at 1:16 PM

Hi Kristine,
Thank you. I am interested. Here is my statement:

Born and raised in Medfield, I recently moved back to town last year. My family lived on South Street close to Lord's, but we then moved to South Street extension, briefly to West Street and then settled on North Street until I left for college. Now back 12 years later, my wife, toddler son and I have landed on Frairy Street. Safety is the main reason we moved to Medfield - the walkable streets, the sense that your neighbors are there to lend a helping hand if needed, and the comfort that there seems to be enough resources to meet and exceed the needs of the community. Professionally, until the pandemic I was a school administrator, and have been involved in safety issues related to occupational hazard prevention, OSHA regulations, risk mitigation, safety training for staff, and after action reviews when there is an incident or accident. While I don't have substantial experience with traffic and transportation safety, it is an important concern of mine as a parent with kids who will one day be riding bikes and learning to drive on these streets. I'd be interested in supporting the town Safety Committee's efforts to continue Medfield's excellent reputation of being a "safe place to be" and consider the ways we can improve, as well.

[Quoted text hidden]

[Quoted text hidden]

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

36 Whichita Road
Medfield, MA 02052

September 29, 2020

Dear Board of Selectmen:

I am writing to express my interest in serving on the Capital Budget Committee for the Town of Medfield.

As you know, I have served as the Chair of the Transfer Station & Recycling Committee and currently remain a member. Of late, I have been attending the Medfield Energy Committee and School Building Committee meetings.

My professional experience includes managing the budget process and budgets for the operating and capital budgets of an independent school (\$25+ million in 1997). Prior to that I worked for a facilities management firm where we developed deferred maintenance plans and worked with Boards of Trustees to identify, prioritize and fund the key capital projects that should be undertaken to maintain and improve the physical plant.

From the materials available on the website, I see that much work has been done and a 5-year plan is in place. No doubt new information, situations, ideas and plans will come to the forefront that will have to be evaluated and incorporated. I understand the difficult choices that must be made in the context of many competing demands. Some funds must be used to preserve and restore buildings and programs, others should be used to move programs forward. I think this role would be a good fit for my skills.

Please let me know if you have any questions.

Sincerely,

Megan Sullivan

Nassar Ismail
7 Woodridge Rd.
Medfield, MA 02052

Board of Selectmen
Town of Medfield
459 Main Street, Medfield, MA 02052
Re: Letter of Intent to Serve on the Capital Budget Committee
October 1, 2020

Dear Board of Selectmen,

My name is Nassar Ismail. I am a Medfield resident and love the town. I would like to volunteer some time serving on the Capital Budget Committee. I believe my experience and education will bring a lot to the Committee and to the town.

I currently own a Venture Capital business, investing in Real Estate, buying and managing various businesses, and developing new products. I have several published and pending patents. Over the years I have owned and operated successful commercial real estate projects including a large apartment complex.

I hold a B.SC in Nuclear Engineering from Alexandria University, Alexandria, Egypt, a M.Sc. and an Ed in Nuclear Engineering from MIT, Cambridge, MA.

On a personal note, I was born and raised in Egypt, immigrated to the US over 40 years ago. My wife and I reside at 7 Woodridge Road. We have seven children, all of whom are doing quite well in a variety of fields: Deputy Attorney General, University Professor, Software Engineer, etc. thank God.

I look forward to the opportunity to serve my community.

Nassar



September 14, 2020

Selectmen's Office
Town Hall
459 Main St.
Medfield, MA 02052

Re: "Virtual" Angel Run 5K Fun Run/Walk

Dear Selectmen:

This letter is to advise you that we are once again organizing the Angel Run, a 5K run/walk benefitting The Medfield Foundation. While we understand circumstances are certainly different this year due to COVID-19, our hope is to host a "virtual" race. We will plan to decorate our traditional course for runners to complete during a window of approximately 24-hours from Saturday, December 5th through Sunday, December 6th. Alternatively, participants will also be invited to complete any 5K route of their choosing, wherever located. All participants, no matter the route, will be invited to upload their results to RaceWire for posting, as usual.

This will be the 15th annual Angel Run. The Angel Run is a community "fun" raiser – a family event designed to bring members of the extended Medfield community together in a spirit of joy and celebration with the added benefit of fulfilling the Medfield Foundation's mission of raising money for public needs to improve the quality of life in the Town of Medfield. In light of that mission, we felt it important to continue with the tradition this year, as safely as possible.

Please note that in the weeks to come we will be submitting a separate request to post sandwich boards at various locations in Medfield to publicize the event. We will also contact the Medfield Board of Health for their input and advisement with respect to the process.

Thank you for your consideration in this matter.

For the Medfield Foundation Angel Run Committee
Stephen Greene, Co-Chair
PO Box 745
Medfield, MA 02052
(508) 904-7376

RECEIVED

SEP 21 2020

MEDFIELD SELECTMEN



Evelyn Clarke <eclarke@medfield.net>

MFi Angel Run Sandwich Board Permission

2 messages

Rose Collieran <rosecollieran@yahoo.com>
Reply-To: Rose Collieran <rosecollieran@yahoo.com>
To: "eclarke@medfield.net" <eclarke@medfield.net>
Cc: Nancy Lorusso <nancylorusso@gmail.com>

Mon, Sep 28, 2020 at 7:47 PM

Hi Evelyn-

I'm coordinating placement of the MFi sandwich boards promoting the Angel Run this year which will be virtual (learn more here: <https://www.medfieldfoundation.org/mfi-angel-run>). We would like to receive approval from the Selectmen to host two sandwich boards: one at the corner of North and Main Street and one on South Street and 27. We would like to host them the last two weeks of October.

Please let me know if the process has changed and if I should be contacting someone else.

Thank you for your help!

Rose Collieran, Pn1
617-947-4896
<http://theflexeatingplan.com>

August 27, 2020

Medfield Meadows, LLC
Attn: John Kelly
18 Forest Street
Sherborn, MA 01770

With the building of Medfield Meadows well underway, we have a few reminders that were addressed to Mr. Kelly in the beginning stages of his project that we were told would be taken care of. We were not provided the final plans and were unable to find them anywhere on line so we are working off of information that was spoken about in meetings we attended during the planning of the project.

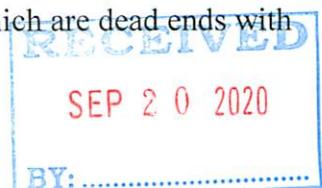
We are very concerned about the water from the building property sight. Every time it has rained large amounts of rain water has been washing down the emergency entrance and under the fence the whole length of our property line. The rain is overloading our small drain and causing 3" to 4" of standing water flooding our driveway up to our foundation and around the back of our home to the back steps and foundation. When this happens water is also rising in our basement sump pump. If this continues chances are our basement will flood.

If you look at the meeting minutes from the Board of Appeals dated December 13, 2018 you will see that Mr. Tiberi, the Engineer for the design team, reported that the drainage should not be a problem and nothing more would run off the property than it has in the past. Clearly this is not the case. (We have video and pictures of the problem upon request so that you can see what is happening).

From the plans we have, the road from Joseph Pace Rd. side was supposed to be 20' or so of Concrete pavers up to to the two storm drains on the Meadow Meadows side. The Medfield Meadows sides continuation of the parking lot was to be hot topped to just past the previous mentioned storm drains. During a rain or snow storm even a ½ inch berm would contain the parking lot run off and help guide the water into the two storm drains as it should. Consideration was also to be given to run off from Medfield Meadows property directly into the end of our driveway at 4 Joseph Pace Rd. Presently the emergency access road has been hydro seeded with the two storm drains in the middle of the grass. Two problems though. How will the excess drainage be directed to the storm drains preventing the water to bypass the drains. Also the area where the snow will be plowed will tear up the grass and underlayment.

Another problem we are concerned about is snow removal where the Town Zoning Board approved the safety access fence to be placed at the end of Joseph Pace Rd. to Medfield Meadows property. In the past this is where the snow was piled to. We were told that the fence would have a jog in the fencing being placed higher up the street to allow the town to plow during a snow storm to move the snow off the street and be removed by the town with a loader and dump truck to clear the emergency access road on the towns side of the property.

I spoke with Paul, the sight foreman, on Friday August 21, 2020 about the temporary snow storage for the town. He told me "that the emergency road was private property. The town or any other form of snow removal cannot block the area with snow or anything else". If this were the case all the snow plowed on Joseph Pace Rd. will end up in our driveway blocking it and it will also be plowed on to Edward and Lina Stonkevitch, 5 Joseph Pace Rd, front lawn causing flooding in their basement or blocking their driveway. There are three roads in the Allendale neighborhood. Thomas Clewes with 10 houses and an emergency gate at the end of the road, for emergency vehicles to access, has the same snow storage problem as does John Crowder Rd. with 4 houses on it. All of which are dead ends with



home owners driveways access that is blocked by the snow. At the time Allendale was being built there were variances made so that the land could accommodate the homes in the neighborhood.

We were promised at every meeting we attended and was mentioned on the Board of Appeals meeting minutes, December 12, 2018, that an 8ft fence of the abbuters choice of vinyl or wood, NOT chain link fence be chosen. It is to be installed across the emergency access road at the end of Joseph Pace Rd and along the Allendale neighborhood property line. Mr. Kellys' response when asked was always, "I don't see a problem with that. We can make that happen". It would be nice to know that Mr. Kelly would stand by his promises. Mr. Kelly and the Medfield Zoning Board agreed that an 8 ft. fence would only allow access through it by the Fire Department, Police Department and Highway Department. The fence was to also help with the blocking of headlights entering and leaving the parking lot along with preventing through traffic. The gate was to be secured with a town lock. It was also noted that there would be NO access to pedestrian traffic to pass through Allendale. It was noted by Mr. Kelly and Mr. Tiberi that Medfield Meadows pedestrian access would be from North Meadows Rd and Dale Street not Allendale development. If there are any concerns or questions on your part you can come to our neighborhood and see the situations we are addressing.

We have been told by the building sight manager that the provisions that were promised to us have not been applied to the final plans that they are working of off. We were not advised or given any copies of the final plans and have not found any way to obtain them.

Lastly we would hope that Mr. Kelly, under good faith, honor his agreement with us.

Please respond with information on the reminders of the requests we were told would be accommodate to us. Thank you in advance for addressing our concerns.




William and Linda Donovan
4 Joseph Pace Rd
Medfield, MA 02052
508-359-5798 Home
508-740-7880 Bill Cell
billdonovan40@hotmail.com
lrdonovan40@hotmail.com

cc: Medfield Meadows, LLC
cc:Patrick Corrigan
cc:Ronald Tiberi, P.E
cc:Sarah Raposa, Town Planner
cc:Marion Bonoldi, Recording Clerk
cc:John McNicholas, Zoning Board of Appeals
cc:Gary Pelletier, Building Commissioner
cc:Kristine Trierweiler, Town Administrator
cc:Board of Selectmen
cc:Maurice Goulet, Director of Public Works

See attachments:

PROJECT DETAILS

Key Contributions from AHT & MRAH meetings

- Reduction of development from 40 units to 36 units.
- Removal of 39 Dale St from development proposal - in order to preserve and enhance the existing corner of Dale/27/Frairy. Intention is to create a green space / pocket park on the corner.
- Offer both for-sale (12) & rental (24) units in the project - this was a clear preference from vast majority involved, even though it meant reducing the Allendale buffer from 50' in our all rental proposal, to 25' in the current proposal.
- Projects car ingress/egress now 500'+ from intersection of Dale/27 in order to minimize impact on the intersection during heavy traffic periods.
- **Removal of Joseph Pace as public or resident ingress/egress for both car and foot traffic. Joseph Pace Rd access only for emergency vehicles through a gate via an ~~opticon~~ ^{Approved} fence ^{by F.D} system. We have also provided a footpath connecting all to units directly onto Dale St.**
- **Significant landscaping and fencing planned to buffer abutters from project. Also to deter foot traffic on John Crowder Rd.**
- Increase parking spaces from a total of 60 (1.66 / unit) to 70 (1.94 / unit).
- Inclusion on floor plans which can appeal to seniors; specifically units with master bedroom and living area on the ground floor; 23 of the 36 units have this design element.

Development Details

	Units	Market	Affordable	SHI Count	Av. Unit SF	Total SF	BR Count	Parking	Parking Ratio	Master & Living on GF Level
Sales										
2BR	2	1	1	1	1,600	3,200	4			0
3BR	10	8	2	2	1,800	18,000	30			10
Total Sales	12	9	3	3	1,767	21,200	34	24	2.1	10
Rental										
1BR	5	3	2	5	750	3,750	5			5
2BR	16	13	3	16	900	14,400	32			8
3BR	3	2	1	3	1,300	3,900	9			0
Total Rental	24	18	6	24	3,190	22,050	46	46	1.92	13



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

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

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

MEETING OF:
December 13, 2018
MINUTES

Members Present: John L. McNicholas, Chairman; William McNiff, Member; Michael W. Whitcher, Member; Jared Spinelli, Associate Member;

Members Absent: Charles H. Peck, Associate Member;

Staff Present: Sarah Raposa, Town Planner

Staff Absent: Marion Bonoldi, Recording Clerk

Others Present: Paul Haverty, Linda Donovan, Bill Donovan, Jeff Hyman, Rene Schweickhardt, Kevin Stoddard. John Kelly, John Winslow, Ron Tiberi, Jeffrey Dirk, Kathy Belmont, Elena Stonkevitch, Geoff Engler, Martha Moon, David Pucci

Location: Medfield Town House, 2nd floor meeting room

At approximately 7:00 pm, Chairman Jack McNicholas called the meeting to order and announced the meeting is being recorded. Chairman McNicholas explained the overall process of the hearing.

At approximately 7:11 pm, Mr. Paul Haverty, Massachusetts Housing Partnership Consultant, presented to the Board. Mr. Haverty has been working with the Board to provide education, assist the Board in application review, identify concerns and issues that might require outside consultants, facilitate productive discussions between the Board and Applicant. Mr. Haverty distributed a handout titled, "Chapter 40B Training: Fundamentals." The handout consisted of 19 PowerPoint slides and was geared for the audience; Mr. Haverty encouraged the audience to ask any questions. Mr. Haverty noted this is the fourth 40B project in Medfield that he has worked on. Mr. Haverty noted the regulatory requirement that the town benefits from is a housing production plan safe harbor. Mr. Harverty said the town of Medfield is in a one year certification of safe harbor that expires in May 2019.

Mr. Haverty noted that once the Board opens the hearing, the Board has 15 days to notify the applicant in writing, of the safe harbor status. This does not mean the Board is denying the application; it simply means the Board has exercised their rights under the certification and will now move forward.

In order for the applicant to obtain a comprehensive permit, the applicant needs to file an eligibility letter. Mr. Haverty noted the project of Dale Street is a LIP (Local Initiative Project), or sometimes referred to as a "friendly 40B project". A LIP project gives the town a lot more stake or control in the process. The applicant

in a LIP project works with the town to create the support for the project. Typically significant revisions of design and concept are made prior to the preliminary stage in a LIP project.

The 40B project obtains a comprehensive permit and that permit subsumes all other town permits. Essentially, the Zoning Board of Appeals is acting for every other permitting authority; the only expectations would be local authorities issuing state permits, such as wetland protection act from Conservation, Title V from Board of Health or state building code enforcement from Building Department, etc.

The submission requirements are different for a 40B project. Preliminary plans are allowed to be submitted with a 40B project. Waivers are allowed to be granted by the Board for 40B projects. These waivers can be regarding any local rule or regulation. Special permits, site plan approval, variances, or anything from any other board, is not needed. All permits are encompassed by the comprehensive permit issued by the Board of Appeals.

The Board of Appeals is subject to a number of specific timelines. These timelines are very important. The timelines include distribution to Boards, Notice of Public Hearings, Opening the Public Hearing, Safe Harbor Notification, and Appeal of Safe Harbor by the applicant. Once the public hearing has been open the Board has 180 days to close it. The Board will be looking to close this particular hearing (Dale Street) sooner than 180 days to satisfy the safe harbor for another year; this is assuming an approval is issued. Once the Board closes the hearing, they have 40 days to issue a written decision. The applicant and abutters have a 20 days appeal period after the decision is filed.

Mr. Haverty said that he is happy to answer again questions regarding the process of a 40B application. There were no questions from the Board or the audience.

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

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

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

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

heard should appear at the time and place designated. Published in the Medfield Press on November 23, 2018 & November 30, 2018

At approximately 7:23, Chairman McNicholas introduced John Kelly from Medfield Meadows. Mr. Kelly said this has been approximately a 12-18 month process, so far, since he started collaborating with the Town regarding Medfield Meadows. Mr. Kelly said approximately 15-20 meetings have taken place with the Town and/or abutters. Mr. Kelly feels all of these meetings have had a direct impact on the project. Mr. Kelly introduced John Winslow, Winslow Architects. Mr. Winslow explained how the topography of the site affected the design of the project. The site has a higher elevation in the middle and designed buildings that respect the surroundings. There are actually two developments within the one site. The rental housing and for-sale housing is separated by a courtyard. Mr. Winslow reviewed the plans with the Board. The buildings are two-stories and residential is scale, details and materials. There are two 10-unit rental buildings. They are 2-story buildings but due to the grading on the back side of the building; there is a lower level. The rental buildings back up to the Department of Public Works site. The site entrance has been moved as far from Dale Street as possible. There is one entrance and then left into rental development and right into the sale development. The sale buildings are a combination of a New England style shingle and contemporary architecture. There are 2-unit, 3-unit and 4-unit buildings which will total 12 units. Each townhome has a garage within the unit. The units are approximately 2,500 sq. ft. including the family room in the basement. The "A" unit has the master bedroom on the 1st floor and the "B" unit has the bedroom on the upper level. The unit breakdown is five 1-bedroom units (approximately 750 sq. ft.), three 3-bedroom townhouses (approximately 1,230 sq. ft.), and sixteen 2-bedroom units (approximately 900 sq. ft.).

Mr. Winslow noted this is the first time his firm has designed a site with both rental and sale units on it. Landscaping buffers will be used to make two distinct areas at the site. There will be heavy landscaping on the DPW side. On the Route 27 side, the units are facing inward with the back-side facing route 27. Mr. Winslow is continuing to work on the Route 27 side architecturally. Mr. Winslow said that he knows the plans say "preliminary", but feel they are very far along. Mr. William McNiff asked the distance from the main entrance to Dale Street. Mr. Winslow said over 400 feet. Mr. Kelly noted there is a "placeholder" for the green space at the entrance. Mr. Kelly would like feedback from the town and the neighbors about what they would like to see at that space.

Mr. Ron Tiberi, Engineer for the design team, reviewed the site plans. Mr. Tiberi received the drainage reports today. The soil is sand and gravel. The preliminary numbers show that drainage should not be a problem and nothing more will run off the property than it has in the past. Mr. Tiberi noted that after speaking to some abutters, some areas at the back property line need to be adjusted. Retaining walls will be added at the back of the property by the DPW. The grading will remain flat and the vegetation buffer will remain. The water line will be run to tie into the neighborhood behind the site. This will help with water distribution and water pressure. Mr. Tiberi said there have been meetings with all of the department heads. Feedback was given and adjustments have been made. There have been changes made to the entry way at the Fire Department's request. There has been feedback given by the School Department and School Resources Officer about a bus stop. Adjustments will continue to be made. Chairman McNicholas asked if the water and sewer will tie in on Dale Street. Mr. Tiberi said the water and sewer main is on Frairy Street.

Mr. Jeffrey Dirk, Vanasse and Associates, presented as the traffic consultant. Mr. Dirk noted Beta Engineering did conduct a peer review as well. Beta Engineering has provided technical analysis for the traffic study and comments from the police department have also been given. The police department agrees with the

recommendations that came out of the traffic study. Beta asked Vanasse & Associates to specifically look at pedestrian traffic and safety of the intersection.

Mr. Dirk reviewed plans showing the orientation of the site with intersections. The area for the traffic study was very large because of the site of the original proposal, which was much larger than it is now. The study area encompassed 11 intersections. This project will generate approximately 18 vehicle trips in the morning and 24 vehicle trips in the evening. There were delays indicated entering and exiting the project and at the traffic signal at Dale Street. Mr. Dirk feels the traffic study provided good information to the Town and police department.

The volume of traffic on North Meadow road in the vicinity of the site is approximately 11,000 vehicles per day. The peak hours were determined between 7:15 and 8:15 am and 5:00 and 6:00 pm. There is a posted speed limit of 40mph. The 85% of the 22,000 cars measured (11,000 over 2 days) was approximately 45mph. The traffic site lines at the site need to be based in 45mph. At 45mph, the minimum site line is 360 ft. The site lines exceed 500 ft. The entrance to the site was determined based on the "cueing" of cars at the Dale Street intersection during peak hours. The site entrance is approximately 450 ft. from the traffic light. The end of the "queueing" during peak hours is approximately 450 ft. from the intersection. The traffic "queueing" doesn't get back far enough that the site's entrance would be blocked. Mr. Dirk said that Beta Engineering has confirmed Vanasse & Associates findings.

Mr. Dirk referenced the site plans and noted the lack of sidewalks at the site. There are sidewalks internal on the site and on Dale Street, however not on North Meadows Road. Accessible sidewalks and curb ramps are needed. The requirements for the American with Disabilities Act need to be met.

A road safety audit will be conducted to determine the safety of all surrounding intersections. An independent traffic engineer will be hired to conduct the audit and coordinate with the town.

Chairman McNicholas asked how far the Department of Public Works entrance is from the proposed site entrance. Mr. Kelly said when measuring from entrance to entrance, the distance is approximately 400 ft. Mr. McNiff asked if the traffic consultants work with the design team regarding the landscaping and buffers. Mr. Dirk said their recommendations are all encompassing; they will comment on all aspects of the design relating to traffic. Mr. Michael Witcher asked if separate turning lanes will be added to Route 27. Mr. Dirk said lane adjustments are not needed. Kathy Belmont, 40 Frairy Street, asked is the intersection of Dale Street and Frairy Street was part of one of the 11 intersections studied. Mr. Dirk responded yes.

At approximately 8:05 pm, Mr. Kelly concluded his part of the presentation. Chairman McNicholas asked if the Board had any questions. No response from the Board. Chairman McNicholas asked for any questions from the audience.

Kevin Stoddard, 6 Baker Road, said in relation to the traffic study and making some improvements to the ramps, timing and "walk" buttons at the same time, Mr. Stoddard is hoping the town can look into budgeting for improving the traffic posts. Mr. Stoddard believes the traffic posts are 30+ years old and rusty. Mr. Stoddard asked Ms. Raposa if that is something that can be looked at in conjunction with working on the other traffic systems in that area. Ms. Raposa said she was unsure and will follow up with more information.

Mr. Bill Donovan, 4 Joseph Pace Road (municipal employee speaking as a resident), is concerned about the gate for emergency vehicles only. Mr. Donovan said when the town plows the snow builds up at the proposed

gate site. Also, Mr. Donovan is requesting a fence (plastic or wood; not chain-link) to act as a headlight screen from the proposed projects parking lot. Mr. Donovan is also concerned about roof drainage from the new proposed buildings. Mr. Donovan occasional gets water in his basement without the added drainage from the proposed buildings. Mr. Donovan is worried the new buildings will create more of a drainage issue at his abutting property. Mr. Donovan showed on the plans the areas of concern. Elena Stonkevitch, 5 Joseph Pace Road, has similar concerns regarding snow storage. Ms. Stonkevitch said she already has issues with "built up snow" in front of her property. Ms. Stonkevitch is concerned the proposed development will make it worse. Mr. Geoff Engler, Affordable Housing Consultant for the applicant, believes the emergency access will improve the current situation. The emergency gate will need to remain clear in all weather conditions. This particular are will need to be discussed with the DPW and the applicant. A snow management plan will need to be in place. The headlight screen fence will not be a problem and the applicant will confer with the abutter in terms of fence style preferred.

was this plan discussed?

Martha Moon, 63 Frairy Street, is very concerned about the traffic increase and safety issues. Ms. Moon said there is no crosswalk and pedestrian signals are lacking. Mr. Whitcher asked where the current school bus stop is. Ms. Linda Donovan, 4 Joseph Pace Road said on the corner of Dale and Frairy Street. Mr. Whitcher asked is an added school bus stop is being discussed. Mr. Kelly said there has been talk about a walking path to the existing bus stop however nothing has been decided yet. Ms. Raposa said the school and the police departments are reviewing the school bus stop concerns.

Martha Moon, 63 Frairy Street, said the intersection is a safety concern without the proposed project. Ms. Donovan asked if the safety concerns could be addressed before the proposed site begins to build. Mr. Engler said that as part of the conditions of the permit, some of these concerns will have to be addressed in order to get an occupancy permit. The development is not required to solve existing conditions; however, the development cannot make the situation any worse. Ms. Moon is also very concerned about parking during construction. Ms. Moon said that she understands this is a town issue and not regarding the development but wanted the concern noted. Chairman McNicholas noted that the developer is being reasonable but some of these concerns are beyond the purview of this Board. Chairman McNicholas said all of the concerns are valid and the Board can pass on the comments to appropriate departments however, these concerns can not necessarily be corrected during this process. Mr. Kelly noted the parking was a big concern among all of the Boards. The proposed site has 70 parking spaces for 36 units. Mr. Haverty noted the parking concerns are worth looking into further and asking the Applicant to have the traffic consultant provide information. Mr. Haverty noted the Applicant is only 2 parking spaces short from complying with zoning. The waiver for parking is very minimal and the Board cannot require the Applicant to have more parking than what the current regulations call for. Mr. Engler noted he has never seen a project at a ratio higher than 2.0. The Applicant is currently at 1.94. Mr. Engler said the Applicant will provide data to support the parking ratio.

Mr. Jeff Hyman, 1 Metacomet Street, would like to raise caution regarding LED lighting. Mr. Hyman suggest to his fellow residents to pay particular concern to light requirements and specifications. Chairman McNicholas assures that lighting will be covered. Mr. Tiberi noted that a lighting plan is in place and Ms. Raposa confirmed the plan has been posted online. Mr. Engler noted they have asked for no waivers and will be held to the same standards as anyone else in town regarding lighting.

Martha Moon, 63 Frairy Street, asked how parking will be handled during construction. Mr. Engler said all of the parking and construction concerns will be handled in the construction management plan, however he feels comfortable is saying that all construction vehicles will remain on site. Ms. Moon noted that all construction

vehicles should only be able to access the site from Route 27, not from Dale Street. Mr. Donovan, 4 Joseph Pace Road, noted the concern is the previous owner's driveway was on Dale Street.

Mr. David Pucci, 38 Charlesdale Road, asked if there will be onsite management. Mr. Kelly said there will not be an onsite management company, however a professional management company will be used and will handle all of the day to day management. Mr. Pucci asked how the management company will be paid for. Mr. Kelly said there will be an allocated fee to cover the cost. Mr. Haverty said this raises an interesting issue for this project. Mr. Haverty said a portion is owned and a portion is rental. The interplay between the two will require more information. Chairman McNicholas asked if Mr. Kelly plans to continue to own the rental property after construction. Mr. Kelly said yes. Mr. Engler noted that even though it is rental and ownership, it is seen as one project. Mr. Engler said there will need to be integration. Mr. Haverty said if it is one project, there needs to be one owner. There will need to be further information about how management will handle rental and ownership as one project. Mr. Haverty noted that town counsel and the Board will need to review the condominium documents. Mr. Engler said his client, Mr. Kelly, has every expectation to make this project at the highest level.

Ms. Linda Donovan, 4 Joseph Pace Road, asked where the dumpsters will be located. Mr. Tiberi said the location is on the Route 27 side of the property.

Ms. Elena Stonkevitch, 5 Joseph Pace Road, asked if the clause is in construction financing for occupancy. Mr. Engler said no lending agency will discuss anything specific without a special permit.

Mr. David Pucci, 38 Charlesdale Road, asked about safe harbor timeline which was discussed.

Ms. Raposa suggested the next meeting focuses on parking, lighting, traffic, and stormwater. Chairman McNicholas noted the next meetings will be on January 10, 2019, February 14, 2019, March 14, 2019, April 11, 2019 and May 9, 2019. At approximately 8:24 pm, Mr. Whitcher made a motion to continue the hearing until January 10, 2019 at 7:00 pm. Seconded by Mr. McNiff. The Vote: 3-0.

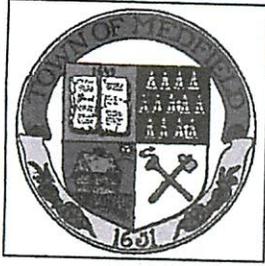
Minutes - September 5, 2018

Chairman McNicholas made a motion to approve the minutes from September 5, 2018. Seconded by Mr. Whitcher. The Vote: 2-0-1. Mr. McNiff abstained.

ADJOURNMENT - Mr. Whitcher made a motion for adjournment at approximately 8:30 pm. Seconded by Mr. William McNiff. The Vote: 3-0.

Respectfully Submitted,

Sarah L. Raposa, Town Planner, and Marion Bonoldi, Recording Clerk



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

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

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

MEETING OF:
January 10, 2019
MINUTES

Members Present: John J. McNicholas, Chairman; William McNiff, Member; Michael W. Whitcher, Member; Jared Spinelli, Associate Member

Members Absent: Charles H. Peck, Associate Member

Staff Present: Sarah Raposa, Town Planner

Staff Absent: Marion Bonoldi, Recording Clerk

Others Present: Matt Crowley, Jaklyn Centracchio, Cliff Monac, Chris Alphen, Kathy Belmont, Brent Nelson, John Kelly, Geoff Engler, John Winslow, Ron Tiberi, Tom Huston, Jeffrey Dirk

Location: Medfield Town House, 2nd floor meeting room

At approximately 7:00 pm, Chairman Jack McNicholas called the meeting to order and announced the meeting is being recorded.

Continued public hearing on the 40B application from Medfield Meadows, LLC (John P. Kelly), with respect to property located at 41 Dale Street (Assessor Parcel ID: 42-019) in the RS Zoning District with Primary Aquifer Overly District for 36 non-age restricted units comprised of 24 one-, two-, and three-bedroom rental units in multiple buildings and 12 two- and three-bedroom condominium (ownership) units in multiple buildings with associated driveways, roadways, parking, and infrastructure on approximately 2.93 acres; with 25% affordable. (Continued from 12/13/18.)

Chairman McNicholas reviewed the notice and hearing procedures, and topics for discussion. Chairman McNicholas said the next hearing will be on Wednesday, February 13, 2019 at 7:00 pm.

John Kelly, applicant for Medfield Meadows noted the site plan is in the process of being revised so the stormwater component will have some edits to it. Mr. Ron Tiberi, engineer, also noted the site plan revisions and said that from discussion with the abutters regarding basement flooding, on-site surveying has been done. Mr. Tiberi plans to meet with the abutters to get a better sense of the flooding issues. The snow storage issue that was discussed during the last meeting could be resolved by moving the gate more onto the Medfield Meadows property. This will allow plow trucks to move easily and create more snow storage. Mr. Tom Huston, engineer, spoke regarding the drainage design for the project. Mr. Huston said currently there are three points on the site where all of the existing drainage flows. Mr. Huston referenced the site plans. The site is currently wooded with the exception of one house. The soil is granular in nature and there is not much run-off from the

site in its current condition. Two infiltration bases have been located on the site; one towards the front and one toward the rear. There is a natural high point in the middle of the site which causes the drainage to flow both ways. The granular soil will recharge the site naturally and have the ability to get better and better. The only run-off that goes off site is a small landscape area around the perimeter of the site. The calculations submitted to date indicate that the post-development flows to drainage analysis points (1 & 2) are going to be less than existing conditions. Mr. Huston said one of the comments from the peer review consultant, Beta Engineering, asked for a lower CN value of the existing conditions. Mr. Huston said the revised calculations will show less run-off than the calculations to date. Mr. Huston said that even though they are allowed to discharge less; he believes they can match or decrease the predevelopment rate of run-off.

Mr. Huston said the soils samples throughout the site were generally consistent and the groundwater is deep. Mr. Huston said the drainage design follows all of the town standards, the Board of Health standards, subdivision regulations, stormwater bylaw and the Massachusetts DEP Handbook. Typically the Massachusetts DEP Handbook only needs to be followed if the site is subject to the Wetlands Protection Act however; the view is the Handbook has become a standard for drainage design in Massachusetts.

Mr. Huston noted there were comments from the peer review consultants, Beta Engineering. The comments have been reviewed and responses can be given to all of them. Several of the comments asked for supplemental information and Mr. Huston is willing to provide it. Some of the comments were suggestions in design; grading changes, catchbasin placement. Mr. Huston said the detailed peer review was appreciated. Mr. Huston said responses to all of the comments will be given when they revise the drainage system to incorporate some of the other changes being considered on the site.

Mr. Matt Crowley, Beta Engineering, said that out of the 22 comments generated, approximately ½ of them are “bookkeeping items”. Mr. Crowley believes the overall concept being presented is a good concept. Mr. Crowley said the two “most substantial” comments are (1) one of the watersheds (#2) takes roughly ½ of the rear of the site. Beta suggests reworking as to not increase any flow to the residences. The other substantial comment (2) was regarding the location of the infiltration systems for roof tops systems. Mr. Crowley noted the DEP wants 10 feet from the property lines and up to 100 feet away from foundations. Beta suggested moving the systems to the front under the pavement structure. Mr. Crowley read through the responses from the designer and anticipates that being completed by the next submission.

Chairman McNicholas asked for any questions or comments from the audience. No questions or comments were given. Mr. Chris Alphen, 40B Consultant, suggested submission to Beta Engineering prior to the next meeting.

Mr. Jeffrey Dirk, Traffic Engineer, said the peer review consultant, Beta Engineering, had comments on the proposal and Mr. Dirk responded in writing to Beta Engineering. Mr. Dirk said most of the comments were to “flush out” elements of the Transportation Program. The main view of the study was the Dale Street intersection and the pedestrian accommodations. The Medfield Police Department and the Medfield School Department has also supplied comments. The bus stop will be on Dale Street, per the Medfield School Department, and the placement will be far enough away from North Meadow Road. The signs regarding the location of the school bus stop will all be incorporate in the project.

Most of Beta’s comments were regarding the connection of the east and west side of the project and making sure there are pedestrian accommodations for the residents. Mr. Dirk will be submitting to the Board a summary of the transportation elements. Ms. Jaklyn Centracchio, Beta Engineering, agreed with Mr. Dirk’s summary of

the traffic elements of the project. Ms. Centracchio noted one of the peer review comments is regarding the funds (that the proponent has offered to provide) for traffic signal, and improvements to a crosswalk (located about 600 feet east of the intersection). Currently the crosswalk markings are faded, there is no signage and there are no wheelchair ramps. Ms. Centracchio said if the intent is to keep the crosswalk at the location, Beta recommend the applicant provides improvements for pedestrian safety. Chairman McNicholas asked if a cost estimate was given. Ms. Centracchio said yes but the upgrade is installing wheelchair ramps was not given. Chairman McNicholas clarified that the estimate is regarding four crosswalks at the intersection of North Meadows and Dale Street. Ms. Centracchio said yes. Mr. Dirk added that if there is not a sidewalk currently, then a crosswalk cannot be added. Ms. Centracchio said the recommendation from Beta Engineering would most likely be to keep and upgrade the current 2 crosswalks.

Ms. Centracchio said one of the pedestrian "heads" has a broken visor and the suggestion of the "countdown" signal heads is recommended. Ms. Centracchio also noted that two of the signal posts were very rusty. Beta proposed to replace with new ones. Mr. Dirk noted that everything Ms. Centracchio is discussing will be the responsibility of the applicant. Mr. Dirk explained that due to the sidewalk; the applicant will need to make sure everything is ADA compliant. The upgrades being discussed will be required. Mr. Michael Witcher asked if the upgrades to the "countdown" signal heads will be part of the ADA compliance. Ms. Centracchio said yes, because the compliance is based on what is currently in Medfield now. Chairman McNicholas asked if the sidewalk being added is in the "right of way". Mr. Dirk responded yes. Ms. Sarah Raposa said that Mr. Maurice Goulet, Director of Department of Public Works, and Mr. John Wilhelmi, Deputy Interim Police Chief will be reviewing the updated plans.

Ms. Kathy Belmont, 40 Frairy Street, said that she crossed from the corner of Dale and North Meadow Road recently and noted that she believes it is a scary intersection. Ms. Belmont feels the "right turn on red" makes it particularly dangerous. Ms. Belmont feels the time for pedestrians to walk across the intersection needs to be extended. Mr. Dirk feels the "countdown" clock will be much more informative for pedestrians. Mr. Witcher asked if there are "timing" standards and if so, does that intersection currently meet the standards. Mr. Dirk said yes; there are standards and he is unsure if the standards are currently met. Mr. William McNiff summarized the new signals would have the "countdown" signal heads and the times would be adjusted. Mr. Dirk responded yes.

Chairman McNicholas asked for any further questions from the Board. No response given. Chairman McNicholas asked if the applicant was prepared to answer questions regarding the lighting plan at this meeting. Mr. Kelly said yes and pulled up the plan. Mr. John Winslow, architect, said the goal is to have zero illumination at the lot line. Mr. Winslow said this has been accomplished on all lot lines except the back of the property. Mr. Winslow feels this can be corrected by relocation the proposed street light.

Mr. Winslow noted the changes in the plans since the last meeting. The sidewalk connection from North Meadows Road to both the east and west side of site has been added. Mr. Winslow said, at the last meeting, it was noted park of the parking lot by rental housing was going over the front setback. The parking layout has been tightened up and the lot is no longer going over the setback. . Mr. Winslow said, at the last meeting, there was concern about the snow storage or lack thereof. The emergency access gate has been pulled from the lot line and potential snow storage has been added to either side. There is also additional snow storage at the site. The driveway, giving access to the rental units, has been lengthened and grading was corrected. Mr. Winslow noted an error in the civil plans. The civic engineering plans show a one 4-unit building and it has been corrected to show two 2-unit buildings. All houses within 100 feet from the site have been added to the plan, per last meeting comments. Mr. Winslow noted that some of the decks are extending over the proposed setback

line. The decks have been adjusted however; stairs going down to the ground are going over the proposed setback. Mr. Winslow is unsure if the stairs need to be noted in a waiver request but wanted to point it out. Mr. Winslow said a "garbage container" area is being designed inside the ownership garage. The ownership units will have garbage pickup and Mr. Winslow believes the designated area in the garage for containers will be helpful. Mr. Winslow said all of these changes will be noted on the update plans. Mr. Kelly said the lighting plan and landscaping plans will also be updated for the next hearing. Ms. Raposa said most of the departmental comments have been addressed but she is unsure if the utility easement on North Meadows Road has been addressed and Ms. Raposa would like to bring Mr. Maurice Goulet into that conversation. Mr. Kelly agreed that Mr. Goulet should be involved and said they are currently working on a solution. Ms. Raposa noted that there is a concern that the building footprint impedes the utility easement.

Chairman McNicholas proposed the idea of doing a site visit. The Board and applicant agreed upon Friday, January 18, 2019 at 9:00 am. Ms. Raposa asked the applicant when they will be submitting revisions to Beta Engineering. Mr. Kelly said revision will be into Beta Engineering by January 30, 2019. Beta Engineering will have response back to the Board by February 6, 2019.

Mr. Kelly noted the real estate closing is the end of May 2019. Mr. Kelly is hoping to have everything wrapped up "pre-closing to simplify the process." Mr. Kelly is hoping for a decision by May 10, 2019. Ms. Raposa said the Board cannot commit to anything. Chairman McNicholas noted safe harbor is the main concern but needs to check the regulations. Ms. Raposa noted that there is a determination from DHCD that a town no longer needs to drop out of safe harbor to then get back in order to be in safe harbor longer than two years. Mr. Alphen will look into and provide an answer at the next hearing. Mr. Alphen said he will work with Ms. Raposa on clarification.

At approximately 8:06 pm, Mr. Whitcher made a motion to continue the hearing until February 13, 2019 at 7:00 pm. Seconded by Mr. McNiff. The Vote: 3-0.

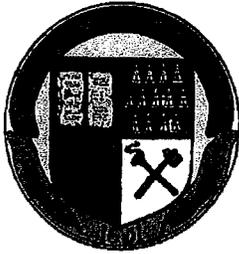
Administrative:

- Minutes -12/13/18 Mr. Whitcher made a motion to approve the minutes from December 13, 2018. Seconded by Mr. McNiff. The Vote: 3-0

ADJOURNMENT – At approximately 8:11 pm, Mr. Whitcher made a motion for adjournment. Seconded by Mr. McNiff. The Vote: 3-0

Respectfully Submitted,

Sarah L. Raposa, Town Planner, and Marion Bonoldi, Recording Clerk



TOWN OF MEDFIELD

Office of the

PLANNING BOARD

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009
www.town.medfield.net

NOTICE OF DECISION

APPLICANT: Nikki Root, Kimley-Horn & Associates

DECISION DATE: September 2, 2020

DATE OF FILING DECISION: September 17, 2020

DECISION NUMBER: SPA20-01 (Modification)

At a public meeting held on September 2, 2020 the Town of Medfield Planning Board, acting in the above referenced matter, approved with conditions the requested Modification to the Bank of America Site Plan Approval originally approved prior to 1978.

The property is located at 478 Main Street in the B and RU Zoning Districts and is shown on Assessors' map 43 as lot 143.

An appeal of this decision of the permit granting authority may be made by any person aggrieved pursuant to applicable statute(s).

Copies of the decision may be obtained at the office of the Planning Board in person or via email or on the Town's website.

Sarah Raposa
Town Planner
(508) 906-3027
sraposa@medfield.net

468 MAIN ST	43-132
459 MAIN ST	43-024
19 NORTH ST	43-022
	LUC: 930

TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052



September 28, 2020

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

Re: Regional Sports Networks

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As you may know, many sporting events and broadcasts were put on hold this year from April through June. We have been working hard to recover the fees regional sports networks charged us for those sporting events and broadcasts during the hiatus to pass back to our customers.

We are currently notifying customers in your community of a courtesy adjustment related to these fees. This adjustment reflects what has been committed to us by the regional sports networks in your area to date. We will continue to work to recover additional funds where possible. We are committed to giving our customers 100% of what we receive.

For more information, visit www.xfinity.com/sportsadjustments.

Please feel free to contact me at Catherine_Maloney@cable.comcast.com should you have any questions.

Very truly yours,

Catherine Maloney

Catherine Maloney, Sr. Manager
Government Affairs

RECEIVED

OCT 01 2020

MEDFIELD SELECTMEN



SOVEREIGN CONSULTING INC.

September 29, 2020

Ms. Kristine Trierwieler
Town Administrator
Medfield Town Hall
459 Main Street
Medfield, MA 02052

RECEIVED

OCT 01 2020

MEDFIELD SELECTMEN

Re: **Results of Groundwater Sampling Conducted September 3, 2020**
In the Vicinity of Former Texaco-Branded Service Station No. 100084
26 Spring Street, Medfield, Massachusetts
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from monitoring wells located in Spring Street, Bartlett Street and on the shoulder of Spring Street on September 9, 2020. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

Please contact the MassDEP or the undersigned if you have any questions or require additional information. Please note that public involvement opportunities are available to you pursuant to 310 CMR 40.1404 for Tier classified sites. Equilon Enterprises LLC dba Shell Oil Products US and Sovereign thank you for your cooperation in this matter.

Sincerely,
SOVEREIGN CONSULTING INC.

Lisa M. Stone
Senior Project Manager

Attachments: MassDEP Form BWSC-123
Laboratory Data Report

cc: Robert Rule, Equilon Enterprises LLC dba Shell Oil Products US
Sovereign File - 25883



NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

BWSC 123

This Notice is Related to
Release Tracking Number

2 3003830

A. The address of the disposal site related to this Notice and Release Tracking Number (provided above):

1. Street Address: 26 Spring Street
City/Town: Medfield Zip Code: 02052

B. This notice is being provided to the following party:

1. Name: Kristine Trierwieler, Town Administrator
2. Street Address: 459 Main Street
City/Town: Medfield Zip Code: 02052

C. This notice is being given to inform its recipient (the party listed in Section B):

- 1. That environmental sampling will be/has been conducted at property owned by the recipient of this notice.
- 2. Of the results of environmental sampling conducted at property owned by the recipient of this notice.
- 3. Check to indicate if the analytical results are attached. (If item 2. above is checked, the analytical results from the environmental sampling must be attached to this notice.)

D. Location of the property where the environmental sampling will be/has been conducted:

1. Street Address: Spring Street, Bartlett Street, Shoulder of Spring Street
City/Town: Medfield Zip Code: 02052

2. MCP phase of work during which the sampling will be/has been conducted:

- | | |
|---|---|
| <input type="checkbox"/> Immediate Response Action | <input type="checkbox"/> Phase III Feasibility Evaluation |
| <input type="checkbox"/> Release Abatement Measure | <input type="checkbox"/> Phase IV Remedy Implementation Plan |
| <input type="checkbox"/> Utility-related Abatement Measure | <input checked="" type="checkbox"/> Phase V/Remedy Operation Status |
| <input type="checkbox"/> Phase I Initial Site Investigation | <input type="checkbox"/> Post-Class C Operation, Maintenance and Monitoring |
| <input type="checkbox"/> Phase II Comprehensive Site Assessment | <input type="checkbox"/> Other _____ |
- (specify)

3. Description of property where sampling will be/has been conducted:

- residential commercial industrial school/playground Other Municipal ROWs
- (specify)

4. Description of the sampling locations and types (e.g., soil, groundwater) to the extent known at the time of this notice.

Groundwater from monitoring wells.

E. Contact information related to the party providing this notice:

Contact Name: Lisa M. Stone
Street Address: 9 Payson Road, Suite 150
City/Town: Foxborough Zip Code: 02035
Telephone: (508) 339-3200 Email: lstone@sovcon.com

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

This notice is being provided pursuant to the Massachusetts Contingency Plan and the notification requirement at 310 CMR 40.1403(10). The Massachusetts Contingency Plan is a state regulation that specifies requirements for parties who are taking actions to address releases of chemicals (oil or hazardous material) to the environment.

THE PERSON(S) PROVIDING THIS NOTICE

This notice has been sent to you by the party who is addressing a release of oil or hazardous material to the environment at the location listed in **Section A** on the reverse side of this form. (The regulations refer to the area where the oil or hazardous material is present as the "disposal site".)

PURPOSE OF THIS NOTICE

When environmental samples are taken as part of an investigation under the Massachusetts Contingency Plan at a property on behalf of someone other than the owner of the property, the regulations require that the property owner (listed in **Section B** on the reverse side of this form) be given notice of the environmental sampling. The regulations also require that the property owner subsequently receive the analytical results following the analysis of the environmental samples.

Section C on the reverse side of this form indicates the circumstance under which you are receiving this notice at this time. If you are receiving this notice to inform you of the analytical results following the analysis of the environmental samples, you should also have received, as an attachment, a copy of analytical results. These results should indicate the number and type(s) of samples (e.g., soil, groundwater) analyzed, any chemicals identified, and the measured concentrations of those chemicals.

Section D on the reverse side of this form identifies the property where the environmental sampling will be/has been conducted, provides a description of the sampling locations within the property, and indicates the phase of work under the Massachusetts Contingency Plan regulatory process during which the samples will be/were collected.

FOR MORE INFORMATION

Information about the general process for addressing releases of oil or hazardous material under the Massachusetts Contingency Plan and related public involvement opportunities may be found at <http://www.mass.gov/dep/cleanup/oview.htm>. For more information regarding this notice, you may contact the party listed in **Section E** on the reverse side of this form. Information about the disposal site identified in Section A is also available in files at the Massachusetts Department of Environmental Protection. See <http://mass.gov/dep/about/region/schedule.htm> if you would like to make an appointment to see these files. Please reference the **Release Tracking Number** listed in the upper right hand corner on the reverse side of this form when making file review appointments.



Environment Testing America

ANALYTICAL REPORT

Eurofins TestAmerica, Buffalo
10 Hazelwood Drive
Amherst, NY 14228-2298
Tel: (716)691-2600

Laboratory Job ID: 480-174767-3
Client Project/Site: Shell Medfield MA--26 Spring Street

For:
Sovereign Consulting Inc.
9 Payson Road
Suite 150
Foxborough, Massachusetts 02035

Attn: Lisa Stone

Authorized for release by:
9/15/2020 12:38:39 PM
Wyatt Watson, Project Management Assistant I
Wyatt.Watson@Eurofinset.com

Designee for
Becky Mason, Project Manager II
(413)572-4000
Becky.Mason@Eurofinset.com

LINKS

Review your project
results through
Total Access

Have a Question?
**Ask
The
Expert**

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The test results in this report meet all 2003 NELAC, 2009 TNI, and 2016 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.

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Definitions/Glossary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3



Qualifiers

GC VOA

Qualifier	Qualifier Description
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
□	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Case Narrative

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Job ID: 480-174767-3

Laboratory: Eurofins TestAmerica, Buffalo

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Narrative

**Job Narrative
480-174767-3**

Receipt

The samples were received on 9/5/2020 8:00 AM; the samples arrived in good condition, and where required, properly preserved and on ice. The temperature of the cooler at receipt was 3.4° C.

GC/MS VOA

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

GC VOA

Method MA VPH: Due to the dilutions required, per question G on the MassDEP Analytical Protocol Certification Form, the CAM reporting limits specified in this CAM protocol could not be achieved for some or all samples/analytes.

Method MAVPH: The following samples were diluted to bring the concentration of target analytes within the calibration range: MW-105 (480-174767-11) and MW-11 (480-174767-12). Elevated reporting limits (RLs) are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

MassDEP Analytical Protocol Certification Form

Laboratory Name: **TestAmerica Buffalo** Project #: **480-174767-3**

Project Location: **Medfield MA** RTN:

This form provides certifications for the following data set: list Laboratory Sample ID Number(s):

480-174767 (11,12,13,14,15)

Matrices: Groundwater/Surface Water Soil/Sediment Drinking Water Air Other:

CAM Protocols (check all that apply below):

8260 VOC CAM II A <input type="checkbox"/>	7470/7471 Hg CAM III B <input type="checkbox"/>	Mass DEP VPH CAM IV A <input checked="" type="checkbox"/>	8081 Pesticides CAM V B <input type="checkbox"/>	7196 Hex Cr CAM VI B <input type="checkbox"/>	Mass DEP APH CAM IX A <input type="checkbox"/>
8270 SVOC CAM II B <input type="checkbox"/>	7010 Metals CAM III C <input type="checkbox"/>	Mass DEP EPH CAM IV B <input type="checkbox"/>	8151 Herbicides CAM V C <input type="checkbox"/>	8330 Explosives CAM VIII A <input type="checkbox"/>	TO-15 VOC CAM IX B <input type="checkbox"/>
6010 Metals CAM III A <input type="checkbox"/>	6020 Metals CAM III D <input type="checkbox"/>	8082 PCB CAM V A <input type="checkbox"/>	9014 Total Cyanide/PAC CAM VI A <input type="checkbox"/>	6860 Perchlorate CAM VIII B <input type="checkbox"/>	

Affirmative Responses to Questions A through F are required for "Presumptive Certainty" status

A	Were all samples received in a condition consistent with those described on the Chain-of-Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding time.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
D	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
E	a. VPH, EPH and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). b. APH and TO-15 Methods only: Was the complete analyte list reported for each method?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Responses to Questions G, H and I below are required for "Presumptive Certainty" status

G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocol(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ¹
----------	---	--

Data User Note: Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40. 1056 (2)(k) and WCS-07-350

H	Were all QC performance standards specified in the CAM protocol(s) achieved?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ¹
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s) ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹

¹ All negative responses must be addressed in an attached laboratory narrative.

I, the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, is accurate and complete.

Signature: _____ *Wyatt Watson* _____ Position: Project Manager Assistant
 Printed Name: Wyatt Watson Date: 9/15/20 12:23

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Detection Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Client Sample ID: MW-105

Lab Sample ID: 480-174767-11

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
C5-C8 Aliphatics (adjusted)	140		100		ug/L	20		MA VPH	Total/NA
C9-C12 Aliphatics (adjusted)	340		100		ug/L	20		MA VPH	Total/NA
C5-C8 Aliphatics (unadjusted)	140		100		ug/L	20		MAVPH	Total/NA
C9-C12 Aliphatics (unadjusted)	810		100		ug/L	20		MAVPH	Total/NA
C9-C10 Aromatics	460		100		ug/L	20		MAVPH	Total/NA

Client Sample ID: MW-11

Lab Sample ID: 480-174767-12

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
C5-C8 Aliphatics (adjusted)	610		50		ug/L	10		MA VPH	Total/NA
C9-C12 Aliphatics (adjusted)	1100		50		ug/L	10		MA VPH	Total/NA
C5-C8 Aliphatics (unadjusted)	610		50		ug/L	10		MAVPH	Total/NA
C9-C12 Aliphatics (unadjusted)	1700		50		ug/L	10		MAVPH	Total/NA
C9-C10 Aromatics	580		50		ug/L	10		MAVPH	Total/NA
Ethylbenzene	23		10		ug/L	10		MAVPH	Total/NA

Client Sample ID: MW-13

Lab Sample ID: 480-174767-13

No Detections.

Client Sample ID: MW-108

Lab Sample ID: 480-174767-14

No Detections.

Client Sample ID: MW-110

Lab Sample ID: 480-174767-15

No Detections.

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Buffalo

Client Sample Results

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Client Sample ID: MW-105

Lab Sample ID: 480-174767-11

Date Collected: 09/03/20 13:00

Matrix: Water

Date Received: 09/05/20 08:00

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	140		100		ug/L			09/10/20 09:32	20
C9-C12 Aliphatics (adjusted)	340		100		ug/L			09/10/20 09:32	20

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Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		20		ug/L			09/09/20 16:47	20
C5-C8 Aliphatics (unadjusted)	140		100		ug/L			09/09/20 16:47	20
C9-C12 Aliphatics (unadjusted)	810		100		ug/L			09/09/20 16:47	20
C9-C10 Aromatics	460		100		ug/L			09/09/20 16:47	20
Ethylbenzene	ND		20		ug/L			09/09/20 16:47	20
Methyl tert-butyl ether	ND		20		ug/L			09/09/20 16:47	20
m-Xylene & p-Xylene	ND		40		ug/L			09/09/20 16:47	20
Naphthalene	ND		20		ug/L			09/09/20 16:47	20
o-Xylene	ND		20		ug/L			09/09/20 16:47	20
Toluene	ND		20		ug/L			09/09/20 16:47	20
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	97		70 - 130					09/09/20 16:47	20
2,5-Dibromotoluene (pid)	96		70 - 130					09/09/20 16:47	20

Client Sample ID: MW-11

Lab Sample ID: 480-174767-12

Date Collected: 09/03/20 10:17

Matrix: Water

Date Received: 09/05/20 08:00

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	610		50		ug/L			09/10/20 09:32	10
C9-C12 Aliphatics (adjusted)	1100		50		ug/L			09/10/20 09:32	10

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		10		ug/L			09/09/20 17:27	10
C5-C8 Aliphatics (unadjusted)	610		50		ug/L			09/09/20 17:27	10
C9-C12 Aliphatics (unadjusted)	1700		50		ug/L			09/09/20 17:27	10
C9-C10 Aromatics	580		50		ug/L			09/09/20 17:27	10
Ethylbenzene	23		10		ug/L			09/09/20 17:27	10
Methyl tert-butyl ether	ND		10		ug/L			09/09/20 17:27	10
m-Xylene & p-Xylene	ND		20		ug/L			09/09/20 17:27	10
Naphthalene	ND		10		ug/L			09/09/20 17:27	10
o-Xylene	ND		10		ug/L			09/09/20 17:27	10
Toluene	ND		10		ug/L			09/09/20 17:27	10
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	115		70 - 130					09/09/20 17:27	10
2,5-Dibromotoluene (pid)	115		70 - 130					09/09/20 17:27	10

Client Sample Results

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Client Sample ID: MW-13

Lab Sample ID: 480-174767-13

Date Collected: 09/03/20 11:16

Matrix: Water

Date Received: 09/05/20 08:00

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	ND		5.0		ug/L			09/09/20 08:26	1
C9-C12 Aliphatics (adjusted)	ND		5.0		ug/L			09/09/20 08:26	1

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Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		1.0		ug/L			09/08/20 17:02	1
C5-C8 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 17:02	1
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 17:02	1
C9-C10 Aromatics	ND		5.0		ug/L			09/08/20 17:02	1
Ethylbenzene	ND		1.0		ug/L			09/08/20 17:02	1
Methyl tert-butyl ether	ND		1.0		ug/L			09/08/20 17:02	1
m-Xylene & p-Xylene	ND		2.0		ug/L			09/08/20 17:02	1
Naphthalene	ND		1.0		ug/L			09/08/20 17:02	1
o-Xylene	ND		1.0		ug/L			09/08/20 17:02	1
Toluene	ND		1.0		ug/L			09/08/20 17:02	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	107		70 - 130		09/08/20 17:02	1
2,5-Dibromotoluene (pid)	108		70 - 130		09/08/20 17:02	1

Client Sample ID: MW-108

Lab Sample ID: 480-174767-14

Date Collected: 09/03/20 12:37

Matrix: Water

Date Received: 09/05/20 08:00

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	ND		5.0		ug/L			09/09/20 08:26	1
C9-C12 Aliphatics (adjusted)	ND		5.0		ug/L			09/09/20 08:26	1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		1.0		ug/L			09/08/20 17:42	1
C5-C8 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 17:42	1
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 17:42	1
C9-C10 Aromatics	ND		5.0		ug/L			09/08/20 17:42	1
Ethylbenzene	ND		1.0		ug/L			09/08/20 17:42	1
Methyl tert-butyl ether	ND		1.0		ug/L			09/08/20 17:42	1
m-Xylene & p-Xylene	ND		2.0		ug/L			09/08/20 17:42	1
Naphthalene	ND		1.0		ug/L			09/08/20 17:42	1
o-Xylene	ND		1.0		ug/L			09/08/20 17:42	1
Toluene	ND		1.0		ug/L			09/08/20 17:42	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	101		70 - 130		09/08/20 17:42	1
2,5-Dibromotoluene (pid)	101		70 - 130		09/08/20 17:42	1

Client Sample Results

Client: Sovereign Consulting Inc.
 Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Client Sample ID: MW-110

Lab Sample ID: 480-174767-15

Date Collected: 09/03/20 09:15

Matrix: Water

Date Received: 09/05/20 08:00

Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	ND		5.0		ug/L			09/09/20 08:26	1
C9-C12 Aliphatics (adjusted)	ND		5.0		ug/L			09/09/20 08:26	1



Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		1.0		ug/L			09/08/20 18:22	1
C5-C8 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 18:22	1
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 18:22	1
C9-C10 Aromatics	ND		5.0		ug/L			09/08/20 18:22	1
Ethylbenzene	ND		1.0		ug/L			09/08/20 18:22	1
Methyl tert-butyl ether	ND		1.0		ug/L			09/08/20 18:22	1
m-Xylene & p-Xylene	ND		2.0		ug/L			09/08/20 18:22	1
Naphthalene	ND		1.0		ug/L			09/08/20 18:22	1
o-Xylene	ND		1.0		ug/L			09/08/20 18:22	1
Toluene	ND		1.0		ug/L			09/08/20 18:22	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	91		70 - 130		09/08/20 18:22	1
2,5-Dibromotoluene (pid)	89		70 - 130		09/08/20 18:22	1

Surrogate Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Matrix: Water

Prep Type: Total/NA

Lab Sample ID	Client Sample ID	Percent Surrogate Recovery (Acceptance Limits)	
		25DBTf1 (70-130)	25DBTp2 (70-130)
480-174767-11	MW-105	97	96
480-174767-12	MW-11	115	115
480-174767-13	MW-13	107	108
480-174767-14	MW-108	101	101
480-174767-15	MW-110	91	89
LCS 480-548426/4	Lab Control Sample	89	88
LCS 480-548599/4	Lab Control Sample	86	84
LCSD 480-548426/5	Lab Control Sample Dup	90	90
LCSD 480-548599/5	Lab Control Sample Dup	84	83
MB 480-548426/3	Method Blank	93	93
MB 480-548599/3	Method Blank	84	84

Surrogate Legend

25DBTf = 2,5-Dibromotoluene (fid)

25DBTp = 2,5-Dibromotoluene (pid)

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QC Sample Results

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Lab Sample ID: MB 480-548426/3							Client Sample ID: Method Blank			
Matrix: Water							Prep Type: Total/NA			
Analysis Batch: 548426										
Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac	
	Result	Qualifier								
Benzene	ND		1.0		ug/L			09/08/20 08:27	1	
C5-C8 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 08:27	1	
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			09/08/20 08:27	1	
C9-C10 Aromatics	ND		5.0		ug/L			09/08/20 08:27	1	
Ethylbenzene	ND		1.0		ug/L			09/08/20 08:27	1	
Methyl tert-butyl ether	ND		1.0		ug/L			09/08/20 08:27	1	
m-Xylene & p-Xylene	ND		2.0		ug/L			09/08/20 08:27	1	
Naphthalene	ND		1.0		ug/L			09/08/20 08:27	1	
o-Xylene	ND		1.0		ug/L			09/08/20 08:27	1	
Toluene	ND		1.0		ug/L			09/08/20 08:27	1	

Surrogate	MB MB		Limits	Prepared	Analyzed	Dil Fac
	%Recovery	Qualifier				
2,5-Dibromotoluene (fid)	93		70 - 130		09/08/20 08:27	1
2,5-Dibromotoluene (pid)	93		70 - 130		09/08/20 08:27	1

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Lab Sample ID: LCS 480-548426/4							Client Sample ID: Lab Control Sample			
Matrix: Water							Prep Type: Total/NA			
Analysis Batch: 548426										
Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits			
								Benzene	5.00	4.80
C5-C8 Aliphatics (unadjusted)	15.0	13.5		ug/L		90	70 - 130			
C9-C12 Aliphatics (unadjusted)	15.0	13.5		ug/L		90	70 - 130			
C9-C10 Aromatics	5.00	4.35	J	ug/L		87	70 - 130			
Ethylbenzene	5.00	4.81		ug/L		96	70 - 130			
Methyl tert-butyl ether	5.00	4.81		ug/L		96	70 - 130			
m-Xylene & p-Xylene	10.0	9.54		ug/L		95	70 - 130			
Naphthalene	5.00	4.36		ug/L		87	70 - 130			
o-Xylene	5.00	4.69		ug/L		94	70 - 130			
Toluene	5.00	4.72		ug/L		94	70 - 130			

Surrogate	LCS LCS		Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	89		70 - 130
2,5-Dibromotoluene (pid)	88		70 - 130

Lab Sample ID: LCSD 480-548426/5							Client Sample ID: Lab Control Sample Dup				
Matrix: Water							Prep Type: Total/NA				
Analysis Batch: 548426											
Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD			
								RPD	Limit		
Benzene	5.00	4.73		ug/L		95	70 - 130	1	25		
C5-C8 Aliphatics (unadjusted)	15.0	13.5		ug/L		90	70 - 130	0	25		
C9-C12 Aliphatics (unadjusted)	15.0	13.1		ug/L		87	70 - 130	4	25		
C9-C10 Aromatics	5.00	4.30	J	ug/L		86	70 - 130	1	25		
Ethylbenzene	5.00	4.68		ug/L		94	70 - 130	3	25		
Methyl tert-butyl ether	5.00	4.78		ug/L		96	70 - 130	1	25		
m-Xylene & p-Xylene	10.0	9.43		ug/L		94	70 - 130	1	25		
Naphthalene	5.00	4.65		ug/L		93	70 - 130	7	25		

Eurofins TestAmerica, Buffalo

QC Sample Results

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC) (Continued)

Lab Sample ID: LCSD 480-548426/5 Client Sample ID: Lab Control Sample Dup
Matrix: Water Prep Type: Total/NA
Analysis Batch: 548426

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
o-Xylene	5.00	4.63		ug/L		93	70 - 130	1	25
Toluene	5.00	4.65		ug/L		93	70 - 130	1	25

Surrogate	LCSD		Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	90		70 - 130
2,5-Dibromotoluene (pid)	90		70 - 130

8

Lab Sample ID: MB 480-548599/3 Client Sample ID: Method Blank
Matrix: Water Prep Type: Total/NA
Analysis Batch: 548599

Analyte	MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Benzene	ND		1.0		ug/L			09/09/20 08:54	1
C5-C8 Aliphatics (unadjusted)	ND		5.0		ug/L			09/09/20 08:54	1
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			09/09/20 08:54	1
C9-C10 Aromatics	ND		5.0		ug/L			09/09/20 08:54	1
Ethylbenzene	ND		1.0		ug/L			09/09/20 08:54	1
Methyl tert-butyl ether	ND		1.0		ug/L			09/09/20 08:54	1
m-Xylene & p-Xylene	ND		2.0		ug/L			09/09/20 08:54	1
Naphthalene	ND		1.0		ug/L			09/09/20 08:54	1
o-Xylene	ND		1.0		ug/L			09/09/20 08:54	1
Toluene	ND		1.0		ug/L			09/09/20 08:54	1

Surrogate	MB		Limits	Prepared	Analyzed	Dil Fac
	%Recovery	Qualifier				
2,5-Dibromotoluene (fid)	84		70 - 130		09/09/20 08:54	1
2,5-Dibromotoluene (pid)	84		70 - 130		09/09/20 08:54	1

Lab Sample ID: LCS 480-548599/4 Client Sample ID: Lab Control Sample
Matrix: Water Prep Type: Total/NA
Analysis Batch: 548599

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Benzene	5.00	4.72		ug/L		94	70 - 130
C5-C8 Aliphatics (unadjusted)	15.0	12.0		ug/L		80	70 - 130
C9-C12 Aliphatics (unadjusted)	15.0	11.1		ug/L		74	70 - 130
C9-C10 Aromatics	5.00	3.74	J	ug/L		75	70 - 130
Ethylbenzene	5.00	4.62		ug/L		92	70 - 130
Methyl tert-butyl ether	5.00	4.83		ug/L		97	70 - 130
m-Xylene & p-Xylene	10.0	8.92		ug/L		89	70 - 130
Naphthalene	5.00	4.17		ug/L		83	70 - 130
o-Xylene	5.00	4.49		ug/L		90	70 - 130
Toluene	5.00	4.64		ug/L		93	70 - 130

Surrogate	LCS		Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	86		70 - 130
2,5-Dibromotoluene (pid)	84		70 - 130

QC Sample Results

Client: Sovereign Consulting Inc.
 Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC) (Continued)

Lab Sample ID: LCSD 480-548599/5

Client Sample ID: Lab Control Sample Dup

Matrix: Water

Prep Type: Total/NA

Analysis Batch: 548599

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	
								RPD	Limit
Benzene	5.00	4.71		ug/L		94	70 - 130	0	25
C5-C8 Aliphatics (unadjusted)	15.0	12.9		ug/L		86	70 - 130	7	25
C9-C12 Aliphatics (unadjusted)	15.0	11.5		ug/L		76	70 - 130	3	25
C9-C10 Aromatics	5.00	3.78	J	ug/L		76	70 - 130	1	25
Ethylbenzene	5.00	4.68		ug/L		94	70 - 130	1	25
Methyl tert-butyl ether	5.00	4.85		ug/L		97	70 - 130	0	25
m-Xylene & p-Xylene	10.0	8.96		ug/L		90	70 - 130	0	25
Naphthalene	5.00	4.09		ug/L		82	70 - 130	2	25
o-Xylene	5.00	4.48		ug/L		90	70 - 130	0	25
Toluene	5.00	4.60		ug/L		92	70 - 130	1	25

Surrogate	LCSD		Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	84		70 - 130
2,5-Dibromotoluene (pid)	83		70 - 130

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QC Association Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

GC VOA

Analysis Batch: 548426

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-174767-13	MW-13	Total/NA	Water	MAVPH	
480-174767-14	MW-108	Total/NA	Water	MAVPH	
480-174767-15	MW-110	Total/NA	Water	MAVPH	
MB 480-548426/3	Method Blank	Total/NA	Water	MAVPH	
LCS 480-548426/4	Lab Control Sample	Total/NA	Water	MAVPH	
LCSD 480-548426/5	Lab Control Sample Dup	Total/NA	Water	MAVPH	

Analysis Batch: 548599

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-174767-11	MW-105	Total/NA	Water	MAVPH	
480-174767-12	MW-11	Total/NA	Water	MAVPH	
MB 480-548599/3	Method Blank	Total/NA	Water	MAVPH	
LCS 480-548599/4	Lab Control Sample	Total/NA	Water	MAVPH	
LCSD 480-548599/5	Lab Control Sample Dup	Total/NA	Water	MAVPH	

Analysis Batch: 548620

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-174767-13	MW-13	Total/NA	Water	MA VPH	
480-174767-14	MW-108	Total/NA	Water	MA VPH	
480-174767-15	MW-110	Total/NA	Water	MA VPH	

Analysis Batch: 548892

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-174767-11	MW-105	Total/NA	Water	MA VPH	
480-174767-12	MW-11	Total/NA	Water	MA VPH	

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Lab Chronicle

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Client Sample ID: MW-105

Lab Sample ID: 480-174767-11

Date Collected: 09/03/20 13:00

Matrix: Water

Date Received: 09/05/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		20	548892	09/10/20 09:32	JLS	TAL BUF
Total/NA	Analysis	MAVPH		20	548599	09/09/20 16:47	JLS	TAL BUF

Client Sample ID: MW-11

Lab Sample ID: 480-174767-12

Date Collected: 09/03/20 10:17

Matrix: Water

Date Received: 09/05/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		10	548892	09/10/20 09:32	JLS	TAL BUF
Total/NA	Analysis	MAVPH		10	548599	09/09/20 17:27	JLS	TAL BUF

Client Sample ID: MW-13

Lab Sample ID: 480-174767-13

Date Collected: 09/03/20 11:16

Matrix: Water

Date Received: 09/05/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		1	548620	09/09/20 08:26	JLS	TAL BUF
Total/NA	Analysis	MAVPH		1	548426	09/08/20 17:02	JLS	TAL BUF

Client Sample ID: MW-108

Lab Sample ID: 480-174767-14

Date Collected: 09/03/20 12:37

Matrix: Water

Date Received: 09/05/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		1	548620	09/09/20 08:26	JLS	TAL BUF
Total/NA	Analysis	MAVPH		1	548426	09/08/20 17:42	JLS	TAL BUF

Client Sample ID: MW-110

Lab Sample ID: 480-174767-15

Date Collected: 09/03/20 09:15

Matrix: Water

Date Received: 09/05/20 08:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		1	548620	09/09/20 08:26	JLS	TAL BUF
Total/NA	Analysis	MAVPH		1	548426	09/08/20 18:22	JLS	TAL BUF

Laboratory References:

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

Eurofins TestAmerica, Buffalo

Accreditation/Certification Summary

Client: Sovereign Consulting Inc.
 Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Laboratory: Eurofins TestAmerica, Buffalo

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Arkansas DEQ	State	88-0686	07-07-21
California	State	2931	04-01-20 *
Connecticut	State	PH-0568	09-30-20
Florida	NELAP	E87672	07-01-21
Georgia	State	10026 (NY)	04-01-21
Georgia	State Program	N/A	03-31-09 *
Georgia (DW)	State	956	04-01-21
Illinois	NELAP	200003	09-30-20
Iowa	State	374	02-28-21
Kansas	NELAP	E-10187	02-01-21
Kentucky (DW)	State	90029	12-31-20
Kentucky (UST)	State	30	04-01-21
Kentucky (WWW)	State	KY90029	12-31-20
Louisiana	NELAP	02031	07-01-21
Maine	State	NY00044	12-04-20
Maryland	State	294	04-01-21
Massachusetts	State	M-NY044	07-01-21
Michigan	State	9937	04-01-21
Michigan	State Program	9937	04-01-09 *
Minnesota	NELAP	1524384	12-31-20
New Hampshire	NELAP	2337	11-18-20
New Jersey	NELAP	NY455	08-02-21
New York	NELAP	10026	04-01-21
North Dakota	State	R-176	04-01-21
Oklahoma	State	9421	09-02-21
Oregon	NELAP	NY200003	06-11-21
Pennsylvania	NELAP	68-00281	08-01-21
Rhode Island	State	LAO00328	12-30-20
Tennessee	State	02970	04-01-21
Texas	NELAP	T104704412-18-10	08-02-21
USDA	US Federal Programs	P330-18-00039	02-06-21
Virginia	NELAP	460185	09-14-20
Washington	State	C784	02-11-21
Wisconsin	State	998310390	09-01-21

* Accreditation/Certification renewal pending - accreditation/certification considered valid.

Eurofins TestAmerica, Buffalo

Method Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Method	Method Description	Protocol	Laboratory
MA VPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
MAVPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
5030B	Purge and Trap	SW846	TAL BUF

Protocol References:

MA DEP = Massachusetts Department Of Environmental Protection

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

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Sample Summary

Client: Sovereign Consulting Inc.
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-174767-3

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Asset ID
480-174767-11	MW-105	Water	09/03/20 13:00	09/05/20 08:00	
480-174767-12	MW-11	Water	09/03/20 10:17	09/05/20 08:00	
480-174767-13	MW-13	Water	09/03/20 11:16	09/05/20 08:00	
480-174767-14	MW-108	Water	09/03/20 12:37	09/05/20 08:00	
480-174767-15	MW-110	Water	09/03/20 09:15	09/05/20 08:00	

LAB (LOCATION) **Boston**



Shell Oil Products US Chain Of Custody Record

AECOM

ACQUITTANCE
 CALSCIENCE
 TESTAMERICA (Buffalo - 10 Haz-Wood B Amherst NY 14226)
 Other ()

Print Bill To Contact Name: Lisa Stone
 PlanNet Site or Project ID: 33748
 PO #: GSAP Project ID

DATE: 9/13/20
 PAGE: 1 of 1

USPC01111
 AECOM Project #

25883.381
 SITE ADDRESS, Street and City
 26 Spring Street, Medfield
 MA

508-338-3200
 PHONE NO
 Lisa Stone
 EMAIL: lstone@sovcon.com

508-338-3200
 FAX
 16 Chestnut Street, Foxboro, MA
 PROJECT CONTACT (Print Name or PO# if Present)

508-338-3200
 PHONE NO
 Lisa Stone
 EMAIL: lstone@sovcon.com

TURNAROUND TIME (CALENDAR DAYS):
 STANDARD (14 DAY)
 3 DAYS
 5 DAYS
 74 HOURS
 RESULTS NEEDED ON WEEKEND

LA - RWQOB REPORT FORMAT
 LEVEL 1
 LEVEL 2
 LEVEL 3
 LEVEL 4
 OTHER (SPECIFY) MOP CAM

DELIVERABLES ON RECEIPT C°
 Cooler #1
 Cooler #2
 Cooler #3

SPECIAL INSTRUCTIONS OR NOTES:
 Site is GW-1
 RTN 2-30003830

LAB USE ONLY
 UNIT COST
 NON-UNIT COST

FIELD NOTES:
 TEMPERATURE ON RECEIPT C°
 Container PID Readings or Laboratory Notes

Requested Analysis
 Marissa Bouie, Liam Henry

Requested Analysis
 Marissa Bouie, Liam Henry

LAB USE ONLY
 UNIT COST
 NON-UNIT COST

FIELD NOTES:
 TEMPERATURE ON RECEIPT C°
 Container PID Readings or Laboratory Notes

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Requested Analysis
 Marissa Bouie, Liam Henry

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Login Sample Receipt Checklist

Client: Sovereign Consulting Inc.

Job Number: 480-174767-3

Login Number: 174767

List Source: Eurofins TestAmerica, Buffalo

List Number: 1

Creator: Yeager, Brian A

Question	Answer	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time (Excluding tests with immediate HTs)..	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	True	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Sampling Company provided.	True	SOVEREIGN
Samples received within 48 hours of sampling.	True	
Samples requiring field filtration have been filtered in the field.	True	
Chlorine Residual checked.	N/A	

