

**COVID-19 Related Expenditures for CARES Act and FEMA Fund**  
**CARES Act**

	CARES 1	CARES 2	CARES 3	Total
Schools	\$1,914	\$408,176	\$21,417	\$431,507
Town	\$21,958	\$105,618	\$51,394	\$178,970
<b>Total</b>	<b>\$23,872</b>	<b>\$513,794</b>	<b>\$72,811</b>	<b>\$610,477</b>

**FEMA**

	FEMA 1	FEMA 2	Total
Schools	\$6,645	\$0	\$6,645
Town	\$57,704	\$14,297	\$72,001
<b>Total</b>	<b>\$64,349</b>	<b>\$14,297</b>	<b>\$78,646</b>

*FEMA eligible costs are reimbursed at 75%. The 25% not reimbursed is eligible for CARES Act funding.*

**COVID-19 Related Expenditures for CARES Act and FEMA Fund**  
**CARES Act**

Schools	\$431,507
Town	\$178,970
<b>Total</b>	<b>\$610,477</b>

**FEMA**

Schools	\$6,645
Town	\$72,001
<b>Total</b>	<b>\$78,646</b>

*FEMA eligible costs are reimbursed at 75%. We are then permitted to seek CARES Act funding for the 25% not reimbursed by FEMA.*

**Town CARES/FEMA Expenses**

Elections/Town Meeting	\$13,889
Facility safety: signs, cleaning, supplies	\$55,511
IT	\$23,834
Medical supplies	\$783
Personnel coverage	\$85,684
PPE	\$19,702
Public health services	\$11,836
Social Distancing	\$13,669
Tents	\$8,768
Unemployment	\$17,294
<b>Town Total</b>	<b>\$250,971</b>

**Schools CARES/FEMA Expenses**

Gloves	\$192
Hand Sanitizer for wall mount	\$57,671
Disinfectant Wipes	\$2,119
Mask	\$18,498
Cleaning Supplies (Purifly)	\$8,287
Food Service Supplies	\$2,431
Other	\$1,208
One time costs, including plexiglass, cleaning, remote learning, and IT equipment	\$347,746
<b>Schools Total</b>	<b>\$438,152</b>

On going COVID Payments							
Projection bi-weekly							
102 Grant 12/30 (\$565,425.00)	FTE	Payroll	Unit Cost	Quantity	Projected Cost		Expended as of 10/30
Nurses	2.6	\$ 4,924.23			\$ 29,545.38		\$ 4,904.11
Custodians	3.4	\$ 4,608.00			\$ 27,648.00		\$ 7,165.11
Reopening Stipends					\$ 4,750.00		\$ 61,250.00
Gloves		\$ 0.14	4000		\$ 554.00		\$ 748.43
Hand Sanitizer 16.9 oz		\$ 7.00	216		\$ 1,512.00		\$ 2,912.31
Hand Sanitizer for wall mount		\$ 14.37	3000		\$ 43,110.00		\$ -
Disinfectant Wipes		\$ 0.12	200000		\$ 24,000.00		\$ 62,045.27
Mask							\$ 3,374.87
Cleaning Supplies		\$ 858.50	5		\$ 4,292.50		\$ 9,440.80
Filters					\$ 9,000.00		\$ 7,876.12
HVAC Repairs							\$ 33,698.52
Air Purifier							\$ 44,290.00
IT					\$ 96,953.40		\$ 2,785.20
Other					\$ 15,000.00		\$ 15,850.81
One time cost( See Grant 102 Tab)							\$ 52,718.17
<b>Total 102 Grant</b>					<b>\$ 256,365.28</b>		<b>\$ 309,059.72</b>
<b>Cares Act 12/30</b>							
Gloves		\$ 0.14	6,000		\$ 831.00		\$ 191.65
Hand Sanitizer for wall mount		\$ -			\$ -		\$ 57,671.09
Disinfectant Wipes		\$ 0.12	200,000		\$ 23,000.00		\$ 2,119.38
Mask		\$ 0.45	11,000		\$ 4,950.00		\$ 18,497.86
Cleaning Supplies (Purifly)		\$ 858.50	8		\$ 6,868.00		\$ 8,287.00
Food Service Supplies					\$ -		\$ 2,430.77
Other					0		\$ 1,208.27
One time cost( See Cares Act Tab)					\$ -		\$ 347,745.92
<b>Total Cares Act</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 859.20</b>	<b>217,008</b>	<b>\$ 35,649.00</b>		<b>\$ 438,151.94</b>
<b>Operations (Staff)</b>							
Teachers	10.3	\$ 18,943.36			\$ 435,697.17		\$ 50,332.11
TA	10.8	\$ 10,101.24			\$ 191,923.56		\$ 4,027.52
Nurses	2.6	\$ 4,924.23			\$ 83,711.92		\$ -
Custodians	3.4	\$ 5,213.65			\$ 62,563.74		\$ -
K-Revolving Teachers	5	\$ 8,445.57			\$ 194,248.11		\$ -
K-Revolving TA	5	\$ 3,094.47			\$ 58,794.93		\$ -
Gloves		\$ 0.14	6000		\$ 831.00		\$ -
Hand Sanitizer		\$ 7.00	500		\$ 3,500.00		\$ -
Disinfectant Wipes		\$ 0.12	200000		\$ 23,000.00		\$ -
Mask		\$ -	0		\$ -		\$ -
Cleaning Supplies (Purifly)		\$ 858.50	45		\$ 38,632.50		\$ -
Other					0		\$ -
<b>Total Operations</b>	<b>37.1</b>	<b>\$ 50,722.51</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,092,902.94</b>		<b>\$ 54,359.63</b>
<b>Grand Total</b>							



Commonwealth of Massachusetts

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MICHAEL  
HEFFERNAN  
SECRETARY

TO: Chief Executives of Massachusetts Cities and Towns  
FR: Michael J. Heffernan, Secretary of Administration and Finance  
RE: CARES Act Coronavirus Relief Fund – Municipal Program Round 2  
DT: September 30, 2020

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On May 14, 2020, the Commonwealth of Massachusetts announced the CARES Act Coronavirus Relief Fund – Municipal Program (CvRF-MP) to provide up to approximately \$502 million for municipalities to address unanticipated costs incurred as a result of the public health emergency caused by COVID-19. In Round 1, 258 municipalities received nearly \$100 million in payments through CvRF-MP. This memorandum provides guidance for Round 2 of the CvRF-MP and offers further instruction on various aspects of the program.

Key elements of this guidance include:

- In Round 2, municipalities may apply for their **Remaining Eligible Amount**, which is calculated as their Total Eligible Amount minus their Round 1 distribution plus other adjustments as described in the Round 2 special instructions below.
- Municipalities may apply for Round 2 of the CvRF-MP beginning on **October 1, 2020**. The deadline for applications is **October 30, 2020**, and the application form is provided in this Excel workbook template ([CvRF-MP Application Template](#)).
- A few key changes from Round 1:
  - Please note that in Round 2, **applying for cashflow support is no longer a permissible request**. A&F expects municipalities to seek funds only for eligible uses as specified in Attachment A.
  - Municipalities may have received one or more **earmarks** in recent state legislation. This guidance includes information about how to access these funds through CvRF-MP.
  - The **Potential Municipal Uses document (Attachment A) has been updated** with four additional categories to better capture eligible uses.

## Background

On March 27, 2020, the President of the United States signed into law the federal Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). In conjunction with three other pieces of federal legislation adopted to address the COVID-19 pandemic, the CARES Act created or expanded over 100 federal funding opportunities for state and local governments.

Most notably, the CARES Act created the federal Coronavirus Relief Fund (“CvRF”) administered by the US Department of the Treasury (hereafter, “the Treasury” or “Treasury”) with oversight provided by the US Treasury Office of Inspector General (“Treasury OIG”). The federal CvRF included \$150 billion for state and local governments allocated on a per capita basis. The Commonwealth of Massachusetts (the “Commonwealth”) received approximately \$2.67 billion, with approximately \$121 million provided directly to the City of Boston, and approximately \$91 million provided directly to Plymouth County. These funds have been critical to mitigating the state’s costs of the COVID-19 response and have in part made it possible to sustain local aid funding commitments despite severe fiscal pressures.

The Commonwealth created a state-level CvRF to receive and distribute funds from the federal CvRF. Up to \$502 million of the CvRF is available to municipalities (excluding Boston and municipalities in Plymouth County) through CvRF-MP to address unanticipated expenses incurred in response to the public health emergency caused by COVID-19. Other CARES Act funds provided to local officials include \$202 million in School Reopening Grants, \$193 million to schools through the Elementary and Secondary School Emergency Relief Fund, \$32 million to the Remote Learning Technology Essentials grant program, and other grants. The CvRF-MP dollars are available to cities and towns as advance lump sum payments provided over two rounds and allocated on a per capita basis in a similar fashion as the federal distribution of CvRF dollars.

The CvRF-MP is administered by the Commonwealth's Executive Office for Administration and Finance (hereafter, “A&F”) Federal Funds Office (FFO) in partnership with the Department of Revenue’s Division of Local Services (DLS). Round 1 of the CvRF-MP opened on May 15, 2020 and closed on June 12, 2020. The program distributed nearly \$100 million to 258 cities and towns, or approximately 25 percent of the total eligible amount for those communities.

The City of Boston and Plymouth County are administering their own CvRF allocations. Interested parties should contact city or county officials for more information about accessing CvRF resources.

## CvRF-MP Round 2 Overview

### *Eligible Uses of the CARES Act Coronavirus Relief Fund*

The CARES Act CvRF provides resources for municipalities to address unexpected costs associated with the COVID-19 pandemic. The Fund is subject to at least three major conditions. These include:

1. “Necessary expenditures incurred due to the public health emergency with respect to ... COVID-19”
2. Expenses must be unbudgeted as of March 27, 2020
3. Expenses must be incurred between March 1, 2020 and December 30, 2020

Further, while the CvRF is available to address unexpected costs caused by COVID-19, the fund is prohibited from being used to address revenue shortfalls because of COVID-19.

For a list of expense categories that A&F anticipates municipalities may incur, see the attached list of potential uses ([Attachment A](#)). If a municipality contemplates the use of funds outside the potential uses described in Attachment A, please contact the A&F FFO to determine the eligibility of this use by submitting a question using the web form:

[https://massgov.formstack.com/forms/municipal\\_covid\\_spending\\_questions](https://massgov.formstack.com/forms/municipal_covid_spending_questions).

The list of potential municipal uses (Attachment A) has been revised for Round 2. A&F has added several categories of eligible uses, including:

- Social distancing measures in public buildings – plexiglass barriers, stanchions, small building modifications
- Legal fees – must be related to COVID-19
- Unemployment claims – must be related to COVID-19
- Election expenses – costs beyond the budgeted amount to hold elections

Note that the deadline for CvRF-MP spending is December 30, 2020. Further, Treasury has clarified that to comply with this rule, goods must be delivered and used or services rendered by December 30, 2020 to be an eligible use.

The eligible uses described in Attachment A are as currently described in federal law and relevant guidance from the Treasury. If these uses are modified by future federal actions, A&F will update this guidance accordingly.

### *Certification to Participate in CvRF-MP*

Municipalities are responsible for ensuring the eligibility of all uses of funds provided through the CvRF-MP. A&F requires municipal chief executives to complete and submit the CvRF-MP Certification form ([Attachment B](#)).

For administrative convenience, the Certification form is included in the Excel-based application workbook for Round 2. The Certification in the Excel template updates automatically based on the application data. Municipalities are strongly encouraged to use the Certification form generated in the application workbook, print the document, sign it, and then scan and upload the file with the application form submission. Alternatively, users may print the Certification form attached to this guidance ([Attachment B](#)) and submit with the application using a similar procedure.

This document attests that a municipality will comply with all relevant rules and regulations associated with the CARES Act CvRF, including but not limited to:

- Eligible uses
- Application for reimbursement through the FEMA PA
- Quarterly reports on CvRF-supported spending as required by A&F
- Acknowledges that the municipality is obligated to return the balance of unspent funds as directed by A&F; and
- If the Treasury determines that the municipality did not comply with all relevant rules and regulations, the Commonwealth will recover such funds through an assessment or deduction from the municipality's periodic unrestricted local aid distribution.

### *Total Eligible Amount and Remaining Eligible Amount*

As described above, the Commonwealth made up to approximately \$502 million available to municipalities through the CvRF-MP. These funds were allocated on a per capita basis. This allocation made a Total Eligible Amount available to municipalities (excluding Boston and municipalities in Plymouth County). Please see the Total Eligible Amounts Round 1 and 2 document ([Attachment C](#)) for the Total Eligible Amount for each municipality. Municipalities can apply for up to the Total Eligible Amount over the course of Round 1 and Round 2.

In Round 2, municipalities can apply for the **Remaining Eligible Amount**, which is calculated as the Total Eligible Amount minus the Round 1 distribution plus other adjustments as described in the CvRF-MP Round 2 Special Instructions section of this guidance (see *Cashflow Requests* below).

Note that municipalities that received their entire Total Eligible Amount in Round 1 have a Remaining Eligible Amount of \$0 and are not eligible to receive funds in Round 2. Although a municipality may have a Remaining Eligible Amount of \$0, they are still required to complete an application form for CvRF-MP Round 2 in order to allocate their Round 1 cashflow requests to an appropriate Attachment A category (See *Cashflow Requests* below).

Municipalities that did not participate in Round 1 have a Remaining Eligible Amount equal to the Total Eligible Amount and can apply for up to this entire amount in Round 2.

CvRF-MP is an advance lump sum payment program. Municipalities shall apply for a payment to address estimated or incurred eligible expenses between March 1, 2020 and December 30, 2020 that have not already been covered by other sources including but not limited to CvRF-MP Round 1 and FEMA reimbursements. Municipalities are strongly encouraged to apply for sufficient funds to address expenses through December 30, 2020. The municipality must receive a beneficial use of the good or service by December 30, 2020 to be an eligible use.

#### *Application Process and Amendments*

Municipalities may apply for Round 2 of the CvRF-MP beginning on October 1, 2020. The deadline for applications is **October 30, 2020**.

For CvRF-MP Round 2, the application form is provided in this Excel workbook template ([CvRF-MP Application Template](#)). Please review the instructions contained in the Excel workbook template to complete the application form.

Once the application is complete, a municipality may submit the Excel workbook using this website: [https://massgov.formstack.com/forms/crf\\_mp\\_round\\_2\\_application\\_submission](https://massgov.formstack.com/forms/crf_mp_round_2_application_submission).

A&F will review applications on a rolling basis. Applicants can amend submissions by re-submitting the Excel workbook template if A&F has not yet reviewed the most recent submission. A&F will only review the most recent application form; however, once applications have been reviewed by A&F, further amendments will not be considered.

#### **Special Instructions for CvRF-MP Round 2 Applications**

##### *Earmarks*

On July 24, 2020, Chapter 124 of the Acts of 2020 (hereafter, the “COVID supplemental appropriations law” or the “COVID supp”) was signed into law. This statute appropriated funds to support COVID-related costs for state agencies and municipalities. Expressly, the law requires the Secretary of Administration and Finance to identify federal funding sources to address these

costs. Further, the COVID supp includes numerous earmarks for specific purposes, many of which have either already been addressed prior to the law's enactment or are eligible uses of federal funds already available to municipalities, including through CvRF-MP.

Municipalities identified in such earmarks may request funds as described in the COVID supplemental appropriations law by allocating incurred or expected expenses to the specified purposes from their existing Total Eligible Amount. Alternatively, a municipality may choose to forego the earmark and retain the ability to expend CvRF-MP funds on any eligible use. The earmarks do not change a municipality's Total Eligible Amount.

**Example:** A municipality known as the town of "Yourtown" has an earmark in the COVID supp for \$10,000 for personal protective equipment (PPE). Yourtown may have already accessed CvRF-MP for these funds; if not, it can request these funds through CvRF-MP Round 2. As with all earmarks, requesting earmarks is at the discretion of the earmark recipient, and Yourtown is free to forego the request.

The CvRF-MP Round 2 Application Form includes additional guidance on this element of the program.

#### *Cashflow Requests*

Given concerns about the ability of municipalities to access credit markets, in Round 1 of the CvRF-MP, A&F explicitly allowed cities and towns to use CvRF-MP as a liquidity facility to support municipal cashflow. Fortunately, municipal credit markets have continued to function throughout the public health emergency period.

Please note that in Round 2, applying for cashflow support is no longer a permissible request. A&F expects municipalities to seek funds only for eligible uses as specified in Attachment A.

Further, municipalities that received funds to support municipal cashflow in Round 1 are required to reallocate those funds to eligible uses as specified in Attachment A as part of the Round 2 application process. The CvRF-MP Round 2 Application Form includes additional guidance on this element of the program.

#### *Other Requests*

During CvRF-MP Round 1, municipalities could request funds to support uses not specified in Attachment A by using the "Other Request" field. In CvRF-MP Round 2, the "Other Request" field is again available to applicants.

Please note, however, that given the need to verify the eligibility of the requests included in this field, use of "Other Requests" necessarily slows the application review and approval process.

Further, federal law requires municipalities to receive the benefits of expenses supported by the CvRF by December 30, 2020. A&F strongly recommends that municipalities limit the use of the “Other Requests” field to facilitate the timely review and approval of CvRF-MP applications.

## **CvRF-MP Parameters**

### *Prohibited Uses*

The guidance issued by the Treasury provides that all of the Commonwealth's expenditures from the Fund—whether spent on Commonwealth expenses or distributed to cities and towns to address local costs—are subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and related provisions of the Uniform Guidance, including those regarding the monitoring and management of subrecipients, 2 C.F.R. §§ 220.330-200.332.

Documenting that costs were for eligible uses is essential to managing compliance risk and to minimizing the possibility that the costs are deemed ineligible, thereby requiring the state to return funds to the federal government. Accordingly, to facilitate state compliance with these requirements, the guidance expressly allows states to impose restrictions and requirements on transfers of funds to local governments.

It is within this discretionary framework and mindful of the significant audit and compliance risk that A&F established specific, permitted uses for which cities and towns could request funds and instructed municipalities to contact A&F if they contemplated requesting funds for any other purpose (recommended before submitting using the “Other Requests” field discussed above).

These prohibited expenses include, but are not limited to, the following:

- Municipal business assistance programs
- Vehicle purchases
- New building construction
- Most purchases that would be otherwise purchased through the issuance of municipal bonds

### *FEMA Public Assistance Program (FEMA PA) Reimbursements*

Per guidance from the Treasury and FEMA, state and local governments can use the CvRF as the non-FEMA cost share for the FEMA PA. The non-FEMA cost share (typically 25 percent of the total costs eligible for reimbursement through FEMA PA) enables state and local governments to maximize the value of the CvRF and effectively reach full reimbursement (100 percent of total FEMA eligible costs) by combining the two programs. A&F continues to expect that municipalities will pursue reimbursement through FEMA PA for all eligible costs.

In recent weeks, FEMA issued new guidance on the eligibility of certain COVID-19 expenses incurred *on or after September 15, 2020*. In short, state and local governments may discover that certain COVID-19 expenses indicated to be eligible under previous FEMA guidance are no longer eligible for FEMA PA reimbursement under this new policy. Most notably, PPE procured for use by public employees other than first responders (e.g., teachers or municipal administrative staff) may not be considered eligible for reimbursement if costs were incurred *on or after September 15, 2020*. Similarly, cleaning and sanitation costs for public buildings not used for direct responses to COVID-19 may not be eligible for FEMA PA reimbursement under this policy. To clearly delineate costs between those subject to previous guidance and those impacted by the new policy, MEMA now recommends that applicants divide their costs into those incurred before September 15, 2020 and those incurred on or after September 15, 2020.

Given the significant uncertainty around FEMA PA reimbursements and the potential for further eligibility revisions, A&F is not modifying the approach to assumed FEMA reimbursement categories at this time. Once there is greater clarity as to the federal approach, A&F will revise the CvRF-MP program accordingly. To the extent that changing guidelines leave municipalities with unreimbursed costs, municipalities will be able to receive support for these costs during the Reconciliation round (See *Reconciliation round* below).

#### *Transfers to Other Government Entities*

Municipalities are the only entity eligible to receive funds under CvRF-MP. Per the program FAQs ([updated September 30](#)), however, municipalities are allowed, but not required, to make further grants to political subdivisions (e.g. regional school districts, independent districts, or other public entities).

If a municipality chooses to transfer CvRF monies to a political subdivision, A&F requires that municipalities provide funds as a reimbursement for incurred expenses, collect a certification modeled on Attachment B that commits the recipient to compliance with all aspects of CvRF-MP, and retain all documentation related to the reimbursement in anticipation of future federal audits. Further, such documentation should be retained to be provided to the Commonwealth upon request to properly substantiate all claims for payment and expenditures made under the grant.

Note that municipalities that transfer funds to other public entities remain liable to the Commonwealth for the eligibility of all expenses incurred by the political subdivision. If a political subdivision expends funds for ineligible uses, the Commonwealth will claw back such funds from the municipality through an assessment on the municipality's local aid payments.

## *Flexibility for Municipalities with Disproportionate Impact from COVID-19*

A&F remains cognizant of the disproportionate impact of COVID-19 on certain municipalities in Massachusetts. If such a municipality has a concern or need that cannot be addressed within the existing parameters of CvRF-MP, please contact A&F for further consideration using this web form: [https://massgov.formstack.com/forms/municipal\\_covid\\_spending\\_questions](https://massgov.formstack.com/forms/municipal_covid_spending_questions).

### *Reporting Requirements & Documentation Collection Procedures*

To comply with all relevant federal and state laws and regulations, A&F has established a quarterly reporting process. Municipalities receiving funds through the CvRF-MP are required to adhere to all elements of the reporting requirements described in the relevant guidance.

At this time, A&F is in the process of establishing procedures to collect documentation associated with expenditures supported through CvRF-MP. Municipalities should anticipate further guidance related to documentation collection and retention in the coming weeks.

### **“Phase 4.0”**

#### *Warning About Still-Evolving Federal Guidance and the Possibility of Further Legislative Action*

Federal policymakers continue to deliberate the elements of so-called “Phase 4.0” legislation that may have a material impact on the laws and regulations governing the Coronavirus Relief Fund. Proposed changes include modifications to the eligible uses of the Coronavirus Relief Fund, changes to the amount of money available to state and local governments, amendments to the statutory deadlines on use of funds, and other relevant items.

If further federal action modifies the parameters of the Coronavirus Relief Fund, A&F will review CvRF-MP and make modifications as necessary to comply with all federal and state laws and regulations.

### **Ending CvRF-MP**

#### *Reconciliation Period*

The Commonwealth will open a reconciliation period beginning on or about December 1, 2020. During this period, CvRF-MP will change from an advance lump sum payment program to a reimbursement program for municipalities with a Remaining Eligible Amount after Round 2. A&F will issue further guidance for the CvRF-MP reconciliation period in November 2020.

## *Returning Unspent Funds to the Commonwealth*

A&F expects that municipalities with an unspent balance from the CvRF-MP will return this money to the Commonwealth in January 2021. Municipalities should anticipate further guidance related to this matter in December 2020. The Commonwealth reserves the right to recover such funds through an assessment or deduction on local aid payments to municipalities that fail to return an unspent balance in a timely manner.

## **Contact A&F**

Please submit CvRF-MP questions using this web form:

[https://massgov.formstack.com/forms/municipal\\_covid\\_spending\\_questions](https://massgov.formstack.com/forms/municipal_covid_spending_questions)

## **Attachments**

Attachment A: [Potential Municipal Uses](#)

Attachment B: [Certification Form](#)

Attachment C: [Total Eligible Amount by Municipality](#)

Attachment D: [Excel Spreadsheet Application Form](#)

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## Attachment A – Potential Municipal Uses

*Municipalities shall apply for a payment to address estimated or incurred eligible expenses between March 1, 2020 and December 30, 2020 that have not already been covered by other sources including but not limited to CvRF-MP Round 1 and FEMA reimbursements.*

*Municipalities are strongly encouraged to apply for sufficient funds to address expenses through December 30, 2020. The municipality must receive a beneficial use of the good or service by December 30, 2020 to be an eligible use.*

- Core municipal services, in a declared state of emergency
  - First responder costs, including:
    - Direct staffing costs – Overtime, additional hires, and/or backfilling staff who test positive
    - Quarantine/isolation costs for first responders who may be infected and should not put household members at risk – or who should be kept apart from potentially infected household members
      - Including hotel/motel space, sanitization of first responder vehicles, etc.
  - Temporary staff to backfill sick or quarantined municipal employees including:
    - City/town management
    - Phone/administrative support
    - Janitorial
    - Police, fire, EMT
    - Trash collection
    - Other
  - Staff for compliance and reporting associated with this funding
  - Accelerated telework capacity – infrastructure, subscriptions for meeting services, hardware (laptops)
  - Hiring and training, including training for employees and contractors hired for COVID-19 response
  - PPE, including first responders, grocery store employees, gas station attendants and others who interact with public
  - Sanitation and Refuse Collection
  - Food inspection
  - Cleaning/disinfection of public buildings
    - Municipal buildings, including fire stations
    - Public housing
    - Specialized cleaning equipment
    - Air filtration / HVAC
  - Social distancing measures in public buildings – plexiglass barriers, stanchions, small building modifications
  - School distance learning, to the extent not funded from other sources, including
    - Planning and development, including IT costs

- Incremental costs of special education services required under individual education plans (IEPs) in a remote, distance, or alternative location
  - Food for families that rely on food through the school system
- Costs of debt financing related to COVID-19 investments – short-term borrowing and construction carrying costs
- Health insurance claims costs in excess of reasonably budgeted claims costs, and directly related to COVID-19 medical costs
- Legal fees – must be related to COVID-19
- Unemployment claims – must be related to COVID-19
- Election expenses – costs beyond the budgeted amount to hold elections
- Expanded public health mission
  - Boards of health staffing needs – to the extent not addressed with public health funding
  - Use of public spaces/ building as field hospitals
  - Shelter for those who are homeless or otherwise have nowhere they can go without significant risk to themselves or other household members, and are at high risk of or recovering from COVID-19
  - Food banks / food pantries – need tied to COVID-19
  - Travel expenses – for distribution of resources
  - Transporting residents to COVID-19 medical and testing appointments
  - Signage and communication including translation services
  - Educational materials related to COVID-19
  - Testing for COVID-19
- Services and supports to residents in their homes
  - Grocery and/or meals delivery – modeled on COA activities
    - Expanded participation
    - Replacement of meals delivery volunteer staff (often retirees)
  - Wellness check-ins with vulnerable elders
  - Short-term rental or mortgage support
  - Prescription drug delivery

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## FY2021: CvRF School Reopening Grant Program

Fund Code: 102

### Purpose:

The purpose of the Coronavirus Relief Fund (CvRF) School Reopening Grants is to provide eligible school districts and charter schools with funding to support costs to reopen schools. This funding, \$225 per student based on FY21 foundation enrollment, is intended to supplement other resources that the Governor is providing to cities and towns for COVID-19 response efforts as well as funds made available by DESE through the Elementary and Secondary School Emergency Relief Fund (ESSER) grants and the Remote Learning Technology Essentials (RLTE) grants.

The Coronavirus Relief Fund allows state and local governments to make payments for programs that:

1. are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the State or local budget most recently approved as of the date of enactment [March 27, 2020] of section 5001 of the CARES Act; and

3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

**Allowable Uses:**

This grant program is focused on providing schools and districts with funding needed in providing educational services and developing plans for the return to normal operations. Funds may be used for a wide variety of purposes, including but not limited to those listed below.

- Staff
  - Staff needed to serve students for conditions related to the public health emergency
  - Training and professional development for district staff on topics such as effective remote learning strategies, hygiene, and minimizing the spread of infectious disease when in-person school resumes
- Student Services
  - Educational technology (internet connectivity, hardware, devices, software, technology support services, etc.) to facilitate remote learning in addition to Remote Learning Technology Essentials Program funding
  - Mental health services and supports for those affected by the public health emergency
  - Assessing learning gaps that occurred because of the public health emergency and implementing strategies to address these gaps
- Vendor Services
  - Food service for vulnerable populations during the public health emergency
  - Expanding transportation capacity because of the public health emergency
- Building Services/Temporary Facilities
  - Rental and installation costs for trailers or other modular space to allow social distancing
  - Partitions or other temporary changes to school spaces
  - Supplies and services to sanitize district facilities, including personal protective equipment (PPE)
- Central costs
  - Planning, procedures and coordination systems to improve district preparedness and response efforts to COVID-19
  - Planning and implementing of summer learning and supplemental afterschool programs as a result of the public health emergency
  - Supplies and services that enable remote learning (printing, telephonic support, translation services, etc.) during the public health emergency
  - IT hardware and software to facilitate distance learning
- Other innovative efforts to support the safe reopening of schools

**Eligibility:**

All school districts and charter schools in the Commonwealth are eligible, except for the Boston Public Schools, municipal school districts in Plymouth County, and students from Plymouth County communities attending regional school districts. The City of Boston and Plymouth County are administering CvRF funds separately.

**Funding Type:**

State Trust

(Funded by Federal CARES local governments funding (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>). CFDA 21.019)

**Funding:**

Eligible school districts and charter schools can receive \$225 per student based on their FY21 foundation enrollment. Note that in determining total grant awards, each school district's foundation enrollment is reduced by the number of students from the district that attend charter schools; these students are assigned to the charter schools where they are enrolled.

Applicants will need to provide a budget detailing the types of COVID-19 response costs that will be supported by the grant. **All funding must be obligated by December 30, 2020.**

 [FY21 CvRF School Reopening Grant Distribution/Allocations \(grant-allocations.xlsx\)](#)

**Project Duration:**

Upon Approval – 12/30/2020

**Program Unit:**

Center for Administration and Finance

**Contact:**

Rob O'Donnell [CvRFGGrant@mass.gov](mailto:CvRFGGrant@mass.gov) 

**Phone Number:**

781-338-6512

**Date Due:**

***Monday, August 31, 2020***

**Proposals must be received by the Department by 5:00 p.m. on the date due.**

**Required Forms:**

 [FY21 CvRF School Reopening Grant Program Application Workbook \(app-workbook.xlsx\)](#)

Please save the excel workbook as file name: CvRFleancode.xlsx. For example, Abington (0001) would name their excel workbook CvRF0001.xlsx.

#### **Additional Information:**

 CvRF Grant Webinar Powerpoint  
(webinar.pptx)

 Frequently Asked Questions — Updated 10/26/2020  
(faq.docx)

#### **Submission**

##### **Instructions:**

Submit all required grant materials through EdGrants (<https://edgrants.eoe.mass.edu/grantium/frontOffice.jsf>).

In EdGrants, districts are required to create and name the project. Please use the following naming convention for your "Applicant Project Name" in EdGrants:

FY21 102 Applicant Name

All items listed under the required forms section of this RFP should be uploaded / attached in the Attachments List formlet of the Application Submission in EdGrants. This includes a signed / scanned PDF of Part I / Coversheet with Superintendent's signature as well as Schedule A form, if applicable to your district. The final budget the applicant is requesting will be entered directly into EdGrants as part of the application submission process.

For additional submission instructions, see the "Read Me First" tab of the CvRF School Reopening Grant Program Application Workbook.

For Guidance Documents regarding EdGrants, visit EdGrants: User Guides and Information (</grants/edgrants.html>).

Please note: It is up to the district to determine who it wants to add as EdGrants Front Office users in order to submit the grant application as well as payment request information. Please review the EdGrants: User Security Controls (</grants/edgrants/user-security-controls.html>) to make informed decisions regarding assigning your district level users.

#### **About this Site**

A-Z Site Index (</resources/A-Zindex.aspx>)

Policies (</resources/policy.html>)

Site Information (</resources/howto.html>)

Photo Credits (</resources/credits.html>)

Contact Webmaster (<https://massgov.service-now.com/>)

#### **Most Requested**

Licensure (</licensure/>)

Curriculum Frameworks (</frameworks/>)

MCAS (</mcas/>)

MTEL (</mtel/>)

Educator Services (</edeffectiveness/>)

Educator Evaluation (</edeval/>)

Job Opportunities (</jobs/>)

#### **Comments/Questions**

Media & Public Records Requests (</news/>)

Contact the Department (</contact/>)

Contact the Board (</bese/contactinfo.html>)

Contact a District or School (<http://profiles.doe.mass.edu/search/search.aspx?leftNavId=11238>)

Problem Resolution (</prs/>)

#### **Stay Connected**

 Follow us on Twitter (<https://twitter.com/maschoolsk12>)

 Like us on Facebook (<https://www.facebook.com/MassachusettsDESE/>)

 Watch us on YouTube (<https://www.youtube.com/user/massachusettsese>)

 Sign up to receive updates (</resources/newsletter-signup.aspx>)

 Register for a DESE event (</events.aspx>)

#### Contact Us

Massachusetts Department of Elementary and Secondary Education  
75 Pleasant Street, Malden, MA 02148-4906

Voice: (781) 338-3000

TTY: (800) 439-2370

 Directions (</contact/doedirections.html>)

**Disclaimer:** A reference in this website to any specific commercial products, processes, or services, or the use of any trade, firm, or corporation name is for the information and convenience of the public and does not constitute endorsement or recommendation by the Massachusetts Department of Elementary and Secondary Education.

Change Order Form

EP Project Number: **134-2002**  
Contract Number: **DPW 2020-02**  
Change Order Number: **01**  
Contract Amount (As Bid): **\$489,500.00**  
Net Change in Contract Price (This Change Order): **\$10,750.00**  
Total Adjusted Contract Price (Including this Change Order): **\$500,250.00**  
This Change Order extends the time to complete the work: **0 Calendar Days**  
The current completion date is: **June 30, 2021**

This Change Order checked by:

  
Eric Kelley, PE

October 26, 2020

Date

This Change Order is recommended by:

  
Maurice Goulet, Public Works Director

10/27/2020

Date

**The undersigned agree to the terms of the Change Order:**



10/26/20

**Environmental Partners Group, Inc. (Designer)**

Date

**Town of Medfield**

Date

**Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this Change Order is available.**

Medfield – Final Design of Water Treatment Facility

**Town of Medfield** **Date**

Change Order Form (continued)

Public Entity: **Town of Medfield, Department of Public Works (Water Division)**

Project Number: **134-2002**

Contract Number: **DPW 2020-02**

Change Order Number: **1**

Contract Title: **Final Design for Water Treatment Facility**

Owner's Name: **Town of Medfield**

Owner's Address: **459 Main Street, Medfield MA 01742**

Contractor's Name: **Environmental Partners Group, Inc.**

Contractor's Address: **1900 Crown Colony Drive, Suite 402, Quincy, MA 02169**

Description of Change:

**Furnish supplemental engineering and permitting assistance services in connection with the design and permitting of a new water treatment facility at Wells 3 and 4.**

Reason for Change:

1. Environmental Partners Group (EP) was retained to perform professional design/engineering and planning services for the design of a treatment (filtration) plant for Wells 3 and 4. In response to operational issues with Well 3 experienced during summer/fall 2020, the Town has directed EP to support the design/permitting for rehabilitation of Well 4's chemical treatment equipment to allow for its use along with the Town's other public water supply wells. In discussions with Massachusetts Department of Environmental Protection (DEP) it has been confirmed that the Town will need to request DEP approval of the chemical feed system modifications (BRP WS 29) to bring the station up to current DEP drinking water guidelines for chemical treatment for pH adjustment/corrosion control (sodium hydroxide) and disinfection (sodium hypochlorite).
2. EP has coordinated with the Town's Conservation Commission and Board of

Health in regards the facility site plan and stormwater management. The Board of Health's consulting engineer, EBI Consulting, has directed EP to complete subsurface soil permeability tests to support the proposed stormwater management structures (i.e., two proposed bioretention areas) and the Board of Health's Project Review application. The permeability tests have to be completed by a Massachusetts licensed soils evaluator. The soil permeability testing was not included in our original scope of work. EP will coordinate the testing with a geotechnical subconsultant. It is assumed the Town will provide an equipment operator and a backhoe/excavator to dig the required test pits (total of three). The permit application assumes a filing fee of \$1,150 for the Town's Board of Health consulting engineer to review the application.

3. This change is to complete permitting and design services, specifically related to supplemental services necessary to prepare and submit materials to DEP (Task 1 - Well 4) and the Medfield Health Department (Task 2 – Soil Permeability Testing).

Costs for Change:

**Lump Sum, not to exceed \$10,750.00 (Task 1 - \$6,500; Task 2 - \$4,250) for completing the additional permitting and design services for the Well 4 Chemical Feed System Modifications and Board of Health Soil Permeability Testing.**



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT # DPW 2020-12**

**STATE CONTRACT # (if applicable) \_\_\_\_\_**

This Contract is made this 10<sup>th</sup> day of November 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 hereinafter referred to as the "Town" and Eastern Minerals, Inc., having a usual place of business at 134 Middle Street, Suite 210, Lowell MA 01852, hereinafter referred to as the "Contractor".

### WITNESSED:

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

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the IFB Bid Form, for Scope of Work and Compensation only (Attachment A) as a **primary supplier**. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Contract Term:** The Contract Term is as follows: November 10, 2020 through November 1, 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 the Road Salt for Winter Operations 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 \$43.18 per ton delivered as a **primary supplier** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established road salt suppliers in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
  - a. Termination:

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

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

c. 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.

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

15. 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.

16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. 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.

18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

*(Contractor)*

Board of Selectmen

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

---

Mark G. Cerel, Town Attorney

---

Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

### **CERTIFICATE OF STATE TAX COMPLIANCE**

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

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

---

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

---

Clerk of Corporation

SEAL

# ATTACHMENT

A

# Eastern Minerals, INC.



## TOWN OF MEDFIELD BID: JOINT PURCHASE OF SALT 2020-2021 (SODIUM CHLORIDE) BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

### ROCK SALT DELIVERED

UNIT PRICE (written) Forty Three Dollars and Eighteen Cents per ton

UNIT PRICE (figures) \$43.18 per ton

PICKUP POINT Chelsea MA TEL # 617-884-0027

### SOLAR SALT DELIVERED

UNIT PRICE (written) Forty Three Dollars and Eighteen Cents per ton

UNIT PRICE (figures) \$43.18 per ton

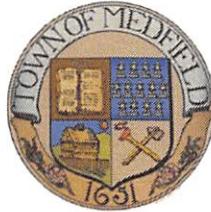
PICKUP POINT Chelsea MA TEL # 617-884-0027

### MAGNESIUM CHLORIDE TREATED SALT DELIVERED with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Fifty Seven Dollars and Forty Three Cents per ton

UNIT PRICE (figures) \$57.43 per ton

PICKUP POINT Quincy MA TEL # 617-884-0027



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT # DPW 2020-13**

**STATE CONTRACT # (if applicable) \_\_\_\_\_**

This Contract is made this 10<sup>th</sup> day of November 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 hereinafter referred to as the "Town" and Champion Salt LLC, having a usual place of business at 2451 Schuetz Road, Maryland Heights, MO 63043, hereinafter referred to as the "Contractor".

### WITNESSED:

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

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the IFB Bid Form, for Scope of Work and Compensation only (Attachment A) as the supplemental supplier. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Contract Term:** The Contract Term is as follows: November 10, 2020 through November 1, 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 the Road Salt for Winter Operations 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 \$43.94 per ton delivered as the **supplemental supplier** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. **Contractor's Standard of Care:** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established road salt suppliers in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
10. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **Inspection and Reports:** The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. **Termination:**

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

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

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

16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

## Board of Selectmen

By: David Myers

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Title: CEO

Approved as to Form: \_\_\_\_\_

## Town of Medfield, MA

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Mark G. Cerel, Town Attorney

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**Kristine Trierweiler, Town Administrator**

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## 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:

Lisa L. Myers  
Print Name

CFO  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

Lisa L. Myers, authorized signatory for  
name of signatory

Champion Salt LLC, whose  
name of contractor

principal place of business is at 3451 Schuetz Rd. Maryland Heights,

Mo. 63043 does hereby certify under the pains and penalties of perjury that  
Champion Salt LLC 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.

Lisa L. Myers 11/14/2020  
Signature Date

EXAMPLE CLERK'S CERTIFICATE

- D/A, See attached

Certificate of Authority

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

# Champion Salt LLC.



## TOWN OF MEDFIELD BID: JOINT PURCHASE OF SALT 2020-2021 (SODIUM CHLORIDE) BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

### ROCK SALT DELIVERED

UNIT PRICE (written) Forty - three and  $\frac{94}{100}$  / Ton

UNIT PRICE (figures) \$ 43.94 / Ton

PICKUP POINT 170 Allens Ave. PROVIDENCE, RI 02903 TEL # (401) 389-7258

### SOLAR SALT DELIVERED

UNIT PRICE (written) NO Bid

UNIT PRICE (figures) NO Bid

PICKUP POINT NO Bid TEL # N/A

### MAGNESIUM CHLORIDE TREATED SALT DELIVERED with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Thirty dollars and  $\frac{94}{100}$  / Ton

UNIT PRICE (figures) \$ 30.94 / Ton

PICKUP POINT 170 Allens Ave. PROVIDENCE, RI 02903 TEL # (401) 389-7258

**CERTIFICATE OF AUTHORITY  
OF  
CHAMPION SALT, LLC**

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The undersigned, being the Sole Manager of CHAMPION SALT, LLC, a Michigan limited liability company (“Company”), does hereby consent to, adopt and certify the following Authorizations for and on behalf of the Company:

RESOLVED, in accordance with the Company’s Amended and Restated Operating Agreement, **Lisa Myers** was duly re-elected and appointed as the **Chief Financial Officer** (“CFO”) of the Company on May 30, 2019, to serve the Company until her resignation or replacement by the Sole Manager of the Company, and she continues to serve in said capacity as of the date hereof.

FURTHER RESOLVED, the Company’s CFO is hereby authorized to submit salt supply bids and proposals, and to execute salt supply contracts, bonds and related instruments, in the name and on behalf of the Company, and to affix the Company’s seal (if any) thereto; and such execution of any contract or obligation in the Company’s name on its behalf by the CFO shall be valid and binding upon the Company.

The foregoing is hereby certified as a True Copy, by Carl Bolm, on behalf of the Sole Manager of the Company, CB Capital Investments LLC, in Maryland Heights, MO, on this 10th day of June, 2019:

SOLE MANAGER OF CHAMPION SALT, LLC:

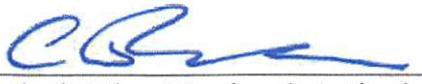
CB Capital Investments LLC

By:   
Carl Bolm, Member & Authorized Agent

I, the undersigned, hereby certify that I am the Sole Manager of CHAMPION SALT, LLC, that Lisa Myers is duly elected Chief Financial Officer of said company, and that the above Authorizations have not been amended or rescinded and remains in full force and effect as of the date of this contract.

SOLE MANAGER OF CHAMPION SALT, LLC:

CB Capital Investments LLC

By:   
Carl Bolm, Member & Authorized Agent

Dated: June 10, 2019

## **AMBULANCE SERVICES AGREEMENT**

**THIS AMBULANCE SERVICES AGREEMENT** (“Agreement”) is made and entered into as of the later of \_\_\_\_\_, 2020, or the execution of the Agreement by both parties (the “Effective Date”) between **VHS Acquisition Subsidiary Number 9, Inc**, a Delaware Corporation, doing business as **MetroWest Medical Center** (“Hospital”) and 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 (“Company”).

### **R E C I T A L S:**

A. Hospital operates an acute care hospital known as MetroWest Medical Center and is in need of ambulance transportation services (the “Services”).

B. Company operates an ambulance transportation service and employs or otherwise contracts with qualified operators commercially licensed in the Commonwealth of Massachusetts (“State”) with experience in furnishing the Services.

C. Company and Hospital agree that it is in the best interest of Hospital’s ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to provide the Services.

**NOW, THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Company agree as follows:

#### **1. COMPANY’S OBLIGATIONS.**

a. **Services.** Hospital hereby engages Company to provide the Services for Hospital patients as requested by Hospital, and Company hereby accepts such engagement and agrees to provide said Services in accordance with the terms and conditions of this Agreement. Company shall provide said Services through employees and/or contractors of Company (collectively, “Company Staff”) who are qualified and appropriately licensed to perform all functions assigned to them by Company in connection with the provision of Services by Company hereunder. In addition, Company shall provide Hospital with documentation of all Services rendered hereunder; such documentation shall be submitted to Hospital on at least a monthly basis, and shall be in the form, and contain the information, requested by Hospital. Company will provide the aforesaid Services in part or in whole for patients in Hospital’s service area.

b. **Applicable Standards.** Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, State or local agency, department, commission, association or other pertinent

governing, accrediting, or advisory body, including The Joint Commission, having authority to set standards for health care facilities.

c. **Records and Reports.** Company shall provide or cause to be provided to Hospital all records and reports requested by Hospital. Company's records of billings and receipts relating to the Services performed hereunder shall be available to Hospital upon request. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

d. **Use of Premises.** Neither Company nor Company Staff shall use, or knowingly permit any person under its direction to use, any part of Hospital's premises for any purpose other than the performance of the Services for Hospital, its patients and its private physicians pursuant to this Agreement.

e. **Representations and Warranties.** Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or arrangement which would preclude Company or any Company Staff from entering into, or from fully performing the Services required under, this Agreement; (ii) neither Company nor any Company Staff's license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) Company and Company Staff have, and shall maintain throughout this Agreement, all appropriate federal and State licenses and certifications which are required to perform the Services under this Agreement; (iv) all drivers employed by Company to provide the Services under this Agreement will at all times hold valid drivers' licenses, with appropriate passenger endorsements, issued by the State Department of Motor Vehicles. All vehicles used by Company will be properly maintained and will comply with all applicable regulations and inspections requirements of the State Highway Patrol and any other applicable governmental or non-governmental agencies; (v) Company shall compensate any physician affiliated with Company, including but not limited to any physician shareholder, member, partner, employer and/or independent contractor, in a manner that is commercially reasonable and consistent with fair market value, and that does not vary with or reflect or relate to either directly or indirectly, the volume or value of any actual or anticipated patient referrals to, or other business generated for, the Hospital; (vi) Company shall comply with all relevant claims submission and billing laws and regulations. Company further represents to Hospital that the compensation paid or to be paid by Company to any physician is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital. Company represents to Hospital that Company has and will at all times maintain a written agreement with any physician receiving compensation from Company who is not an employee of Company (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Company further represents that with respect to employees of Company with whom Company does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to Company by the employee.

f. **Hospital Employees; Company Staff Obligations.** Company shall not solicit the services of, nor employ or procure on behalf of another, the employment of any individual currently employed by Hospital or under a service contract with Hospital; nor shall Company or any of the Company Staff engage in any other activity which would be in conflict with its respective obligations hereunder. Company shall cause all Company Staff to comply with the terms and conditions of this Agreement.

g. **Provision of the Services.** (i) Company will staff each ambulance with at least two (2) Company Staff who are certified with the State Department of Health to perform ambulance duties as required hereunder: (ii) Company Staff supplied by Company shall hold a minimum certificate of training as an Emergency Medical Technician. For situations requiring a higher level of care, Company Staff shall be certified as EMT-Special Skills or EMT-Paramedic; (iii) it shall be the responsibility of Company to ensure that all Company Staff are qualified to provide transport and emergency services; (iv) Company shall agree to maintain each ambulance with all emergency equipment and supplies for handling patient emergencies; and (v) it shall be the responsibility of Company to promptly return any Hospital equipment used during transport, or Hospital personnel required to accompany patient during same, to Hospital. Company agrees to reimburse Hospital for any equipment which is lost, broken, not returned, or otherwise missing after the transport. Cost for such equipment shall be at replacement value.

h. Hospital shall replenish medications and controlled substances ("Drugs") utilized by Company Staff in furtherance of Services by Company Staff to patients transferred to Hospital. Hospital shall charge Company for Drugs in accordance with its then current wholesale acquisition cost. Appendix A attached hereto and incorporated herein by reference provides a current list of the Drugs. Said list will update automatically as the State regulates the use and/or distribution of listed medications. Hospital shall submit an invoice to Company on a monthly basis and Company shall remit payment to Hospital within thirty (30) days of receipt of such invoice. At all times, the parties shall comply with all applicable state and federal healthcare program payment and coverage rules and regulations.

## 2. COMPANY'S COMPENSATION.

a. **Fees.** For the Services rendered pursuant to this Agreement, Hospital shall pay Company as its sole compensation hereunder, in accordance with the rates set forth on Schedule 1, attached hereto and made a part hereof. These rates are all-inclusive prices for ambulance services, and cover any and all personnel, equipment, and supplies that may be required during the transport. Notwithstanding the foregoing, no compensation shall be payable to Company for any Services for which Company has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification."

b. **Entire Compensation.** Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to each Company Staff. Company hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital

in connection with any claims for compensation by Company Staff for the Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

c. **Managed Care.** Company shall participate in all third-party payment or managed care programs in which Hospital participates, render the Services to any and all patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for the Services of Company to program patients.

3. **TERM.** The term of this Agreement (“Term”) shall be Two (2) year(s) commencing on the Effective Date. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party’s intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

#### 4. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least thirty (30) days’ prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, “Legal Event”), which a party (the “Noticing Party”) reasonably believes (i) materially and adversely affects either party’s licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

d. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **COMPANY'S STATUS.** Company and each Company Staff shall act at all times under this Agreement as independent contractors. The parties agree that Hospital shall not have and shall not exercise any control or direction over the manner or method by which each Company Staff provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for the Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.**

a. Company shall secure and maintain at all times during the Term, at Company's sole expense, commercial general liability insurance, covering Company, all Company Staff and all of Company's employees, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability Insurance covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence; \$1,000,000 general aggregate  
and  
\$1,000,000 per occurrence Personal/Advertising Injury  
\$1,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an Additional Insured and shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

b. Company shall also secure and maintain at all times during the Term, at Company's sole expense, workers' compensation and employers' liability insurance covering Company's employees and all Company Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Such coverage shall be placed as an actual Workers' Compensation policy, not as a health benefits policy, and shall be endorsed to include (1) a waiver of subrogation in favor of Hospital, and (2) a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-

contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

c. Company shall also secure and maintain at all times during the Term, at Company's sole expense, comprehensive auto liability covering Company, all Company Staff and all of Company's employees, and any vehicle which will be used in connection with this Agreement or which will be brought onto Hospital property, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per occurrence; \$3,000,000 aggregate or  
\$3,000,000 Combined Single Limit

Policy shall include Physical Damage (Comprehensive/Collision) on all vehicles as well with a deductible no higher than \$1,000/claim or occurrence. Policy shall be endorsed (1) to include Hospital as an Additional Insured and (2) to afford a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

d. Company shall secure and maintain at all times during the Term, at Company's sole expense, professional liability insurance covering Company, all Company Staff, all of Company's employees, and any Emergency Medical Technicians or Paramedics employed or utilized in connection with this Agreement, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per claim/occurrence and \$3,000,000 aggregate

Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement, and Company shall provide Hospital a certificate of insurance evidencing such coverage.

**7. ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Company agrees that at least for four (4) years after the furnishing of such Services, Company shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature

and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**8. CONFIDENTIALITY.** Company and Company Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Company or Company Staff may be provided during the term of this Agreement to any other person (with the exception of Company's or any Company Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital ("Confidential Information"). As between Hospital, its affiliates, and Company, any Confidential Information of Hospital or its affiliates or Data provided to or learned by Company for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall Company claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services Company is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, Company shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of Company or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, Company hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers. With respect to any patient or medical record information regarding Hospital patients, Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**9. ARBITRATION.** If parties mutually agree in writing, any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction

thereof. The costs shall be borne equally by both parties. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**10. INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees, but only to the extent legally permitted.

**11. DISCLOSURE OF TERMS OF AGREEMENT.** Neither Facility nor any Facility Staff shall refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. Facility shall not represent, directly or indirectly, that any product or service of Facility has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

**12. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

**13. REFERRALS.** The parties acknowledge that none of the benefits granted Company hereunder are conditioned on any requirement that Company make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates.

14. **NON-DISCRIMINATION.** Company agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

15. **COMPLIANCE OBLIGATIONS.** Company represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. Company shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

16. **EXCLUSION LISTS SCREENING.** Company shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Company shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

**{SIGNATURES TO FOLLOW}**

**VHS ACQUISITION SUBSIDIARY NUMBER 9, INC.  
d/b/a METROWEST MEDICAL CENTER**

By: DRAFT

Name: Andrew Harding

Title: Chief Executive Officer

Date: \_\_\_\_\_

Address: 115 Lincoln Street  
Framingham, MA 01702

**COMPANY:**

By: DRAFT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

## **SCHEDULE 1**

**Affiliate Hospital Medical Director**

**Designated physician serving in the capacity of medical director to Company and overseeing the services provided by**

**David M. Morris, M.D.**

## ADVANCED LIFE SUPPORT (ALS-PARAMEDIC LEVEL) MEDICATION LIST

ALL of the following medications are required (in addition to/above those required for ALS-Advanced and Basic Life Support vehicles):

REQUIRED MEDICATIONS		
Medication Name	Suggested Concentration/ Formulation	Minimum quantity per vehicle
Adenosine (Adenocard)	6mg/2mL	36mg
Albuterol	2.5mg for Nebulizer	10mg
Amiodarone	150mg/3mL	450mg
Atropine Sulfate	1mg	3mg
Acetaminophen PO	1000mg	2000mg or bottle
Calcium Chloride	10% solution-- 100mg/mL	1g
Dextrose	25g of D10, additional medication as D10, D25 or D50	50g
Diltiazem		100mg
Diphenhydramine (Benadryl)	50mg	100mg
Dopamine ** (typically comes in two options)	400mg/250mL Or 800mg/500ml	1 pre-mixed bag
Epinephrine	1:1000 for infusion	2mg
Epinephrine	1:10,000 (1mg pre-filled syringes)	12mg
Fentanyl (Sublimaze)	50mcg/mL	400mcg
Furosemide (Lasix)		80mg
Glucagon	1mg	2mg
Haloperidol (Haldol)	5mg	10mg

Ibuprofen PO	200 mg	1200 mg or bottle
Ipratropium Bromide (Atrovent)	0.5mg	2000mcg/4 doses
Ketorolac	15mg IV or 30mg IM	60mg
Lidocaine HCL 2%	Pre-Filled syringes; 20mg/ml	200mg
Lidocaine HCL	Vials for infusion or pre-mixed bags	2gm/1 bag
Magnesium Sulfate		4g
Metoprolol (Lopressor)	5mL	10mg
Midazolam (Versed)	2mg/mL	12mg
Naloxone (Narcan)		20mg
Nitroglycerin	Bottle or 6 unit dose tabs & Paste (1) tube/2 doses	1 each
Norepinephrine * (Levophed)	4mg/4mL	4mg
Dextrose 5% Diluent packaged with norepinephrine		250mL
Racemic Epinephrine	11.25mg/2mL	2 doses
Sodium Bicarbonate	2 pre-filled @ 50mL	100 mEq
Methylprednisolone (Solu-Medrol) OR Hydrocortisone (Solu-Cortef)	125mg OR 100mg	125mg OR 100mg

OPTIONAL MEDICATIONS			
Hydroxycobalamin (B12)	Tetracaine		NeoSynephrine/Phenylephrine nasal
Cyanide antidote kit	Vasopressin	Lidocaine jelly	Nerve Agent antidote kit
Tranexamic Acid: 2g/vehicle	Morphine: 20mg/vehicle		Ketamine: 1000mg/vehicle
Acetaminophen IV : 2000mg/vehicle	Any other medications, as authorized by DPH		

\* Dopamine must be carried until IV pump available; then only norepinephrine must be carried.

## ADVANCED LIFE SUPPORT (ADVANCED EMT LEVEL) MEDICATION LIST

### VERSION 2019.2

This list represents the medications required to be maintained on an ALS vehicle at the Advanced EMT level. Each quantity is in addition to/above the requirements of Basic Life Support vehicles.

REQUIRED MEDICATIONS		
Medication Name	Suggested Concentration/ Formulation	Minimum quantity per vehicle
Albuterol	2.5mg for Nebulizer	10mg
Dextrose	25g of D10, additional Medication as D10, D25 or D50	50g
Glucagon	1mg	2mg
Ipratropium Bromide (Atrovent)	0.5mg	2000mcg/ 4 doses
Lidocaine HCL 2%	Pre-Filled syringes; 20mg/ml	200mg
Naloxone (Narcan)		20mg
Nitroglycerin	Bottle or 6 unit dose tabs/2 doses	1 each
Odansetron (Zofran)	4mg ODT tablet; 2mg/ml IV	8mg

## BASIC LIFE SUPPORT (BLS) MEDICATION LIST

### VERSION 2019.2

This list represents the medications required to be maintained on a BLS vehicle. These medications are to be carried by ALS vehicles at the Advanced EMT and Paramedic levels as well.

REQUIRED MEDICATIONS		
Medication Name	Suggested Concentration/ Formulation	Minimum quantity per vehicle
Epinephrine Auto-Injector OR Injectable Epinephrine	Adult and Pedi; 1mg/ml	2 Adult, 2 Pedi
Aspirin (chewable)	81mg or 324mg	648mg
Naloxone (prefilled syringe with nasal atomizer)	2mg	8mg
Oral glucose (or equivalent)	25g	2

OPTIONAL MEDICATION
Albuterol (Required if using CPAP)
Glucagon 2 mg/vehicle
Ipratropium 2000mcg/vehicle

If you have any questions, please contact Renée Atherton, NRP, OEMS Compliance Coordinator, at [renee.atherton@state.ma.us](mailto:renee.atherton@state.ma.us).

55 Pine Street  
Medfield, MA 02052  
October 23, 2020

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

Attention: Evelyn Clarke, Administrative Assistant

*Re: Signage request – Medfield Lions Christmas Tree Sales*

To the Board of Selectmen,

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

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

The Medfield Lions are thrilled to have been given approval from Town Administrator, Kristine Trierweiler and the Medfield Board of Health to host our Christmas Tree sales during this year with COVID-19 guidelines in place.

Due to the fact we are once again changing locations, we are especially anxious to get the signs set up around town. This year we will be setting up and selling Christmas Trees in the St. Edward the Confessor back parking lot as we were denied permission by the management firm, RK Centers, to set up at the Shaw's plaza this year citing their plan to build a Chipotle on that piece of property.

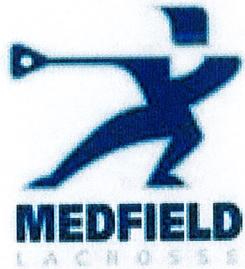
Although we won't be at the Shaw's location this year, we are still planning to reach out to the management firm requesting that we place a "NEW LOCATION BANNER" on the grassy hill (visible from Rt 109) so patrons will be aware of our location change this year.

Sales will begin the Saturday after Thanksgiving, November 28<sup>th</sup> through Sunday, December 20<sup>th</sup>. We look forward to your approval at your earliest convenience.

Sincerely,

Colleen M. Sullivan, PQL  
Medfield Lions Club

/cms



## **Medfield Youth Lacrosse**



October 28, 2020

To: Medfield Board of Selectmen Sign Committee

Medfield Youth Lacrosse requests permission to place four (4) signs at four locations in Medfield from November 11th through December 12th. The signs will assist in promoting awareness of the registration window for the Spring 2021 season.

Our organization fully understands that the signs may not block anyone's view of approaching traffic. All the signs are on sandwich boards. The proposed locations are as follows:

- Hartford and Main Street
- Transfer Station
- Harding and North
- South Street and Rte 27 intersection

Our on-line registration is planned to begin on November 1<sup>st</sup>, 2020 and we intend to place the signs on Nov 11<sup>th</sup> and remove them Dec 12<sup>th</sup>.

Please contact me with your approval. Thank you for your consideration.

Sincerely,

Dan Lutz  
Registrar, Medfield Youth Lacrosse  
508-745-7575  
mylregistrar@gmail.com

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

From: <[dwalsh@ejcatholic.org](mailto:dwalsh@ejcatholic.org)>  
Date: Wed, Nov 4, 2020 at 9:39 AM  
Subject: St. Edward Parish Special Request  
To: <[eclarke@medfield.net](mailto:eclarke@medfield.net)>

Hi Evelyn,

I am emailing regarding St. Edward Parish. For the Christmas Mass, the pastor, Father Steve, is not going to allow parishioners into the building for Mass. Instead he plans to broadcast mass using an FM transmitter and will come outdoors to distribute communion by going car to car. Our concern is that there may be many cars and the parking could spill out onto Spring street which could be very dangerous, especially when Communion is distributed. As an alternative, Father Steve was wondering if it would be possible to have an outdoor Mass at the Medfield State Hospital. We assume there is an approval process for this and it was recommended that we start with you first to see what needs to be done to get approval. This is all subject to change based on the directives of the Governor, but if outdoor Mass is still allowed at that time, Father Steve thought the hospital lot may be a safer alternative. Any advice you can provide on how best to proceed would be appreciated.

Thank you, Evelyn.

Diane Walsh  
St. Jude and St. Edward Parish  
[Email:dwalsh@ejcatholic.org](mailto:dwalsh@ejcatholic.org)  
Cell: 508-269-9215

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**TOWN OF MEDFIELD**  
Public Works Department

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## **SEWER SYSTEM EVALUATIONS IN YOUR AREA**

### **SMOKE TESTING – NOVEMBER 2020**

**WHAT:** Non-toxic and non-staining smoke will be introduced into the sanitary sewer system to detect connections to the storm water drainage system. Work will follow the State and Local COVID-19 Guidelines.

**WHERE:** Smoke testing will be conducted on your street and surrounding area. No entry into your residence will be required.

**WHEN:** Field crews will be on your street within the next week to perform this test. The hours for testing are between 8:00 AM and 3:00 PM, beginning Tuesday, November 10 through Friday, November 20. Note: Tests will only occur in dry weather and could be delayed for 24 to 72 hours due to rain.

**WHY:** This project is part of the Town's long-term efforts to identify connections between the sanitary sewer system and storm water drainage. These connections can add unnecessary flow to the sanitary sewer system resulting in additional treatment costs and water pollution.

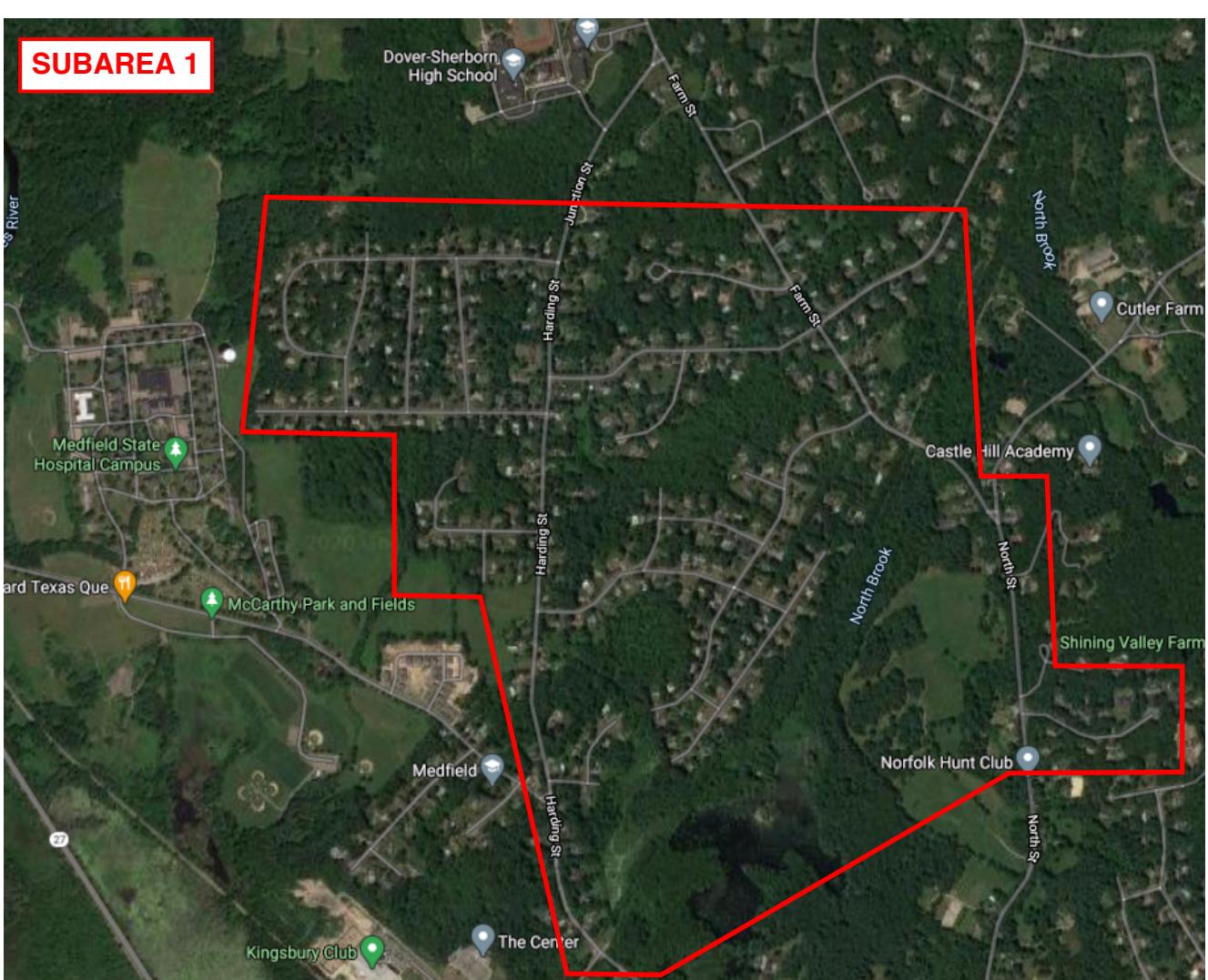
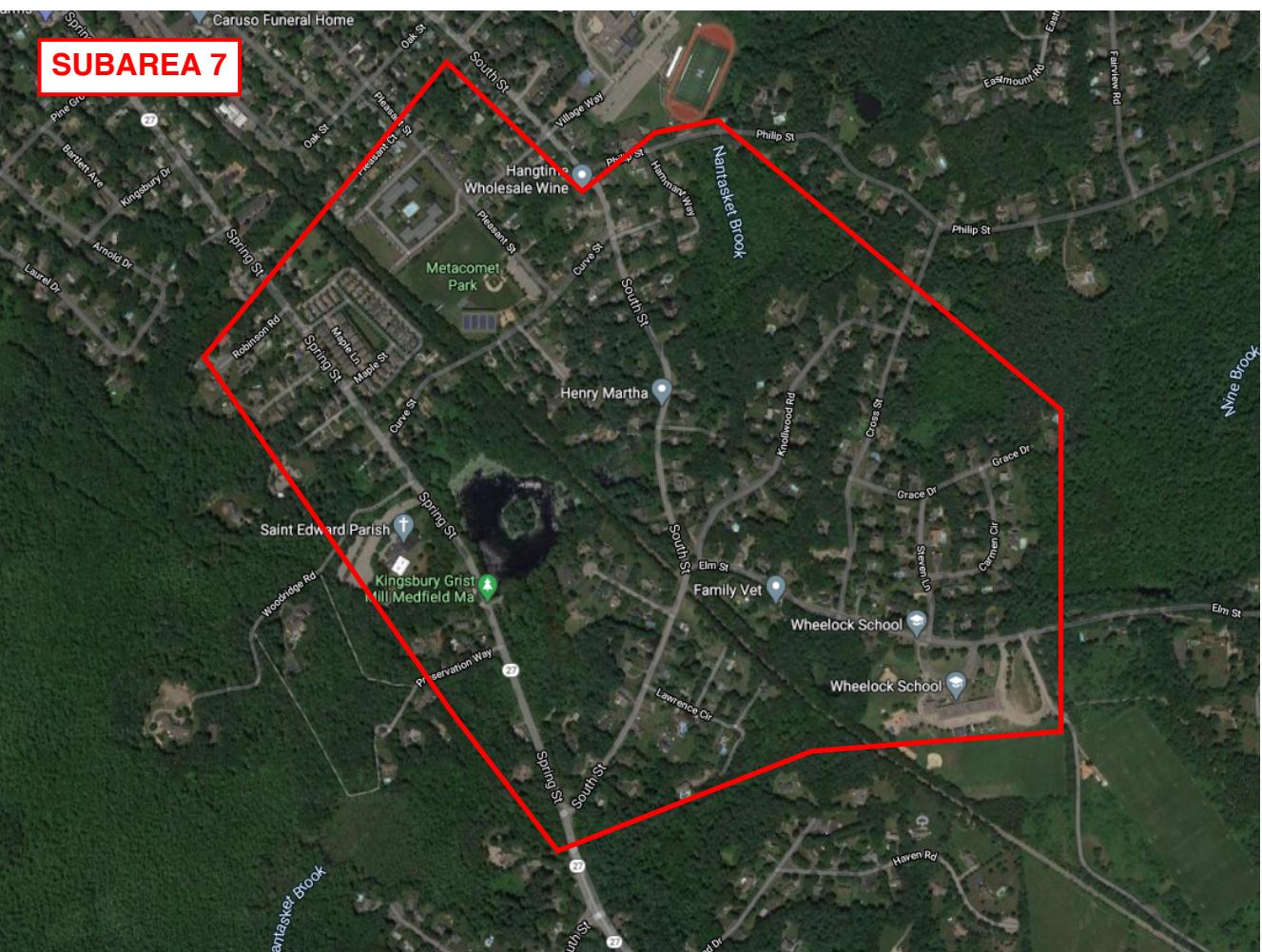
**WHO:** EST Associates, Inc. (Contractor) and Woodard & Curran (W&C) (Engineer) will be walking around your area with company vehicles and yellow safety vests. A Medfield Police detail will be on site as well.

**Impact on Area:** There is no anticipation of disruption to your sewer service during these tests. Smoke may billow out of area drains, catch basins, roof leaders, and house plumbing stacks. Residents are encouraged to fill any unused plumbing traps (for example, a basement toilet/sink not used frequently) with water.

In case of emergency or an actual fire, please contact 911.

**Contacts:** If you have any special needs, deliveries, concerns, or questions, contact:  
**EST Associates at 781-455-0003**  
**Kellie Messer of Woodard & Curran at 978-494-6807**

**Check the Department of Public Works website or the Town of Medfield Facebook page for additional information.**

**SUBAREA 1****SUBAREA 7**



# Arbor Day Celebration 2020

**Vine Lake Cemetery**

**625 Main Street  
Medfield, MA**

**November 12, 2020 - 10:30 a.m.**

**TREE PLANTING:**

**Arbor Day Tree Ceremony**

- ❖ Osler Peterson (Board of Selectmen, Chairman)
- ❖ Kristine Trierweiler (Town Administrator)
- ❖ Maurice Goulet (Director of Public Works)
- ❖ Edward Hinkley (Tree Warden)

Medfield Selectmen :  
Pete Peterson  
Michael Marcucci  
Gus Murby

51-53 West Mill St, Medfield, MA 02052

October 26, 2020

Dear Mr. Peterson, Mr. Marcucci and Mr. Murby,

We are writing today to ask for either a temporary (lighted) speed limit sign or a permanent sign to be installed on West Mill St. All the streets in our area, Adams St, Harding St, Hospital Rd (have signs, but we don't have even one sign on our street. We don't even know what the speed limit is on West Mill St. We have been observing quite a lot of speeding down our street, especially those coming off Harding St from the Hospital Rd direction.

We have children living on the street and grandchildren who visit often. Also, we need to cross the street in order to get our mail. Somedays it feels like we are taking our lives in our hands to venture across to the mailbox!

Additionally, we never see patrol cars on the street to deter these speeders.

Thank you for your attention to this matter.

Sincerely,

*Annette Wells*

Annette Wells  
51 West Mill Street

*Colleen Krupka*

Colleen Krupka  
53 West Mill Street

*Michael Krupka*

Michael Krupka  
53 West Mill Street

CC: Lars Anderson, Deputy Chief of Police

RECEIVED

OCT 27 2020

MEDFIELD SELECTMEN

HIGH ST	23-040
HIGH ST	24-009
ELM ST	30-006
ELM ST	30-008
ELM ST	30-013
ELM ST	30-014
LUC: 930	

TOWN OF MEDFIELD  
459 MAIN ST  
MEDFIELD, MA 02052



# TOWN OF MEDFIELD

## BOARD OF APPEALS ON ZONING

459 Main Street  
Medfield, MA 02052

### ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Thursday, November 12, 2020, [*at the Medfield Town House, 459 Main Street,*] to hear the following petitions:

- **Michael MacQuarrie (applicant) and Silvestro and Linda Calabrese (owner)** seek a special permit under MGL Chpt. 40A §9 and/or Medfield Zoning Bylaw §300-9.1.C.2. and the Table of Area Regulations referenced in §300-6.2 of the Zoning Bylaw that the proposed work consisting of demolition of existing house and construction of a new home with detached two-car garage will not be substantially more detrimental to the neighborhood than the existing nonconforming nature; and/or a variance from Chapter 300 Attachment 3. The property is located at 4 Metacomet Street; Assessors' Map 37 Lot 164; RU Zoning District with Secondary Aquifer Overlay.
- **M.A. Kablack & Associates, P.C. (applicant) and Maria G. Palumbo, Trustee (owner)** seek an appeal pursuant to MGL ch 40A §8 & §15 and Medfield Zoning Bylaw Section 300-14.3 for the determination of zoning noncompliance. The property is located at 2 Main Street; Assessors' Map 61 Lot 004; RT Zoning District.
- **Town of Medfield Water Department (applicant/ owner)** seeks a special permit under MGL Chpt. 40A §9 and/or Medfield Zoning Bylaw Table of Use Section 2.12, Section 300-14.10.E, and Section 300-16 and/or Medfield Zoning Bylaw, Article 9. The proposed work consists of construction of a new water treatment plant to service existing Wells #3 and #4. The property is located off Elm Street in the RE Zoning District with Well and Primary Aquifer Protection Overlays and is shown on Assessors' map 30 as lot 004.

**This meeting will be held remotely on Zoom due to the COVID-19 state of emergency.** Instructions to view or listen to the meeting are included on the meeting agenda on the Town's website. All town boards and other interested parties wishing to be heard should appear at the time and place designated. There will be an explicit time during each hearing for public comments. Interested parties are urged to reach out to Town Planner Sarah Raposa at [sraposa@medfield.net](mailto:sraposa@medfield.net) (508) 906-3027 with any questions, comments, or concerns about access to the materials, attending the virtual meeting, or other related matters. The applications and plans may be viewed on the ZBA's webpage on the Town's website at [www.town.medfield.net](http://www.town.medfield.net).

John J. McNicholas, Chairman  
Board of Appeals on Zoning

### THE PRESS

- October 23, 2020
- October 30, 2020

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

*[www.town.medfield.net](http://www.town.medfield.net) > Boards and Committee > Zoning Board of Appeals*

**Questions? Comments?** Contact Sarah Raposa, Town Planner: (508) 906-3027 or [sraposa@medfield.net](mailto:sraposa@medfield.net)

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