



NEW CONSTRUCTION & MAJOR RENOVATIONS

Memorandum of Understanding for Path 1: Zero Net Energy / Deep Energy Savings

The Path 1, Zero Net Energy (ZNE)/Deep Energy Savings Program (the “Program”) is intended for customers pursuing a ZNE or zero net ready building and who also are interested in maintaining focus on the Energy Use Intensity (EUI)¹ reduction component of ZNE. To participate, customers must commit to a very low EUI target and must pursue that target throughout design and construction as well as through post occupancy. The Mass Save Sponsors² offer incentives to help customers offset the incremental costs associated with designing and implementing low EUI strategies. The technical assistance and incentives offered in this pathway focus customers and project teams on post occupancy outcomes.

Project Eligibility:

1. Project teams must commit to a goal of either zero net energy, zero net energy ready³ or Passive House (as a path to net zero)
2. Customer must engage Mass Save Sponsor(s) during the project’s feasibility or conceptual design phases, but before 50% Schematic Design
3. Projects must have a minimum of 20,000 square feet of comfort conditioned (heated and cooled) space
4. Projects must anticipate year-round occupancy. For K-12 schools, this requirement includes a minimum of 4 weeks of anticipated summer use in classroom areas.
5. Building must be separately metered (not on same utility meters as other buildings)
6. Projects must be new buildings or major renovations. A major renovation would qualify for this Program if the scope is such that occupancy is not possible during construction and where scope includes at least 3 of the following 5 systems: (1) HVAC, (2) DHW, (3) lighting, (4) envelope, and (5) process equipment
7. Core and shell and multi-family projects may not participate in Path 1 at this time
8. Projects where scope includes Combined Heat and Power (CHP) are not eligible for participation in Path 1
9. Participants must be a customer of one of the Mass Save Sponsors

1. Energy Use Intensity (EUI): A measure of a building’s gross annual energy consumption (excluding parking garages) relative to its gross square footage (excluding parking garages; penthouse square footage should also not be included, as it is not conditioned space). EUI is calculated as kBtu per square foot per year.
2. The Mass Save Sponsors are National Grid, Eversource, Utilil, Columbia Gas, Cape Light Compact, Liberty Utilities, Blackstone Gas Company, and Berkshire Gas. To determine your Mass Save Program Sponsor(s), please visit <https://www.masssave.com/en/saving/business-rebates>.
3. Zero Net Energy Building: A building that produces as much clean, renewable energy as it uses when measured over a one-year period. Zero Net Energy Ready Building: Projects that are not able to add renewables on site right away but achieve the EUI Target set for the project.

WE ARE MASS SAVE*:





Key Customer Commitments:

1. Project teams must be willing to target a 25.0 site EUI or less. An exception may be requested (or necessary) if 25.0 EUI is not reasonable due to building type, hours of operation or because some percentage of the building is semi-conditioned. In these situations, participants alternatively may pursue a site EUI target representing a minimum 25.0% EUI reduction (for electrically heated buildings) or 40.0% EUI reduction (for non-electrically heated buildings) from the Mass Save baseline. Mass Save Sponsors must approve any exceptions, and any EUI target shall not be greater than 75 in this pathway.⁴
2. Include ZNE or ZNE ready goal and the EUI target in the project documents, including the Owner Project Requirements (OPR)
3. Agree to cost share the services of the Mass Save ZNE expert
4. Continuously monitor the predicted EUI of the project with iterative energy modeling throughout each phase of design. Design team's energy model should meet the requirements of ASHRAE 90.1 G2.2.
5. Commission the building to levels equivalent to the LEED BD&C Version 4 Fundamental Commissioning and Verification Prerequisite and the LEED BD&C Enhanced Commissioning credit (Option 1, Path 1) and Envelope Commissioning credit (Option 2)
6. Establish a plan for determining how the building's site EUI will be calculated once the building is operational, and identify the responsible parties
7. Ensure electric vehicle charging stations are separately metered
8. Ensure any on site generation is separately metered
9. Ensure any unconditioned spaces (e.g., parking garages) are separately metered
10. Meet the requirements of ASHRAE 90.1-2016, para. 8.4.3 related to metering and data storage
11. Commit to continued engagement with Mass Save Sponsor(s) through a one-year post commissioning, post occupancy period

Key Mass Save Sponsor Commitments:

1. Cost share the services of a ZNE expert (50% of fee up to \$10,000 cost share) with the customer to help the project team develop a roadmap to low EUI and ZNE success.
2. Offer project incentives on a dollar per square foot basis up to \$2.25/sf. See Table 1 below.
3. Offer \$3,000 toward zero net energy or Passive House certification.
4. Offer up to \$15,000 in Design Team Incentives. See Table 2 that follows.
5. Offer an optional Verification Incentive to help customers achieve their predicted EUI upon operation. See Table 1 below.

4. Electricity generating renewables, such as Photovoltaics (PV) or wind turbine technology, do not contribute towards the site EUI target.



NEW CONSTRUCTION & MAJOR RENOVATIONS

This document outlines the roles and responsibilities of each party to set transparent expectations for all parties participating in the Program. Under no circumstances does this Memorandum require customers or design teams to incorporate any particular EUI reduction strategy, nor does this document bind the customer or design team to a particular EUI target. All assistance offered by Sponsors through this Program is offered in an advisory capacity only.

The Mass Save Sponsors understand that the following customer:				
The Customer				
will undertake the following (check one)				
	<input type="checkbox"/> new construction		<input type="checkbox"/> major renovation	
Premises				
This project is being designed by the following design professionals (collectively, the "Design Team"):				
Architect				
Electrical Engineer				
Mechanical Engineer				
Participating Mass Save Sponsors				
Electric Sponsor				
Gas Sponsor				

IMPORTANT:

Customers participating in this pathway may not also participate in the Mass Save upstream programs where incentives for HVAC, domestic hot water, food service and lighting equipment are offered directly to distributors. To ensure participation in only one Mass Save program pathway, designers must include language in project documents informing contractors that this project is participating in a Mass Save downstream program pathway, and that they may not pursue or accept any HVAC, domestic hot water, food service or lighting upstream incentives for this project.

Detailed Process:

Step 1 – Customer Engagement with Mass Save

Customers may reach out to Mass Save Sponsors even before they select the Owner's Project Manager (OPM) and Designer. Very early engagement allows Mass Save Sponsors to provide guidance on language to include in OPM and designer services Requests for Services (RFSs) related to zero net energy and low EUI targets. Once the design team has been selected and zero net energy is a clear goal, the customer will re-engage with Mass Save Sponsors in conceptual/early feasibility or early schematic design. Initial conversations will focus on EUI target setting and confirmation that customer and design team goals align with the program requirements.



Step 2 – EUI Target Setting and Developing a Roadmap to Meet the EUI Target

The target EUI for projects participating in this pathway is a site EUI of 25.0 or less or an alternative percent reduction target in accordance with key customer commitment number 1 above.

- Projects pursuing an EUI of 25 or less – Mass Save Sponsors will engage a ZNE specialist to provide technical assistance and ZNE planning throughout design
- Projects pursuing the 25.0% or 40.0% reduction scenarios – Mass Save Sponsors will engage a ZNE specialist to help determine a 25.0% or 40.0% EUI reduction target. The specialist will also help the design team with developing strategies and a pathway for getting the design to achieve the target.

Once the Mass Save Sponsors confirm the customer is eligible for participation in this ZNE pathway, customers will be required to sign an Engineering Services Agreement (ESA) and commit to cost sharing the services of the ZNE specialist.

Step 3 – Design

Once the EUI target is established, this EUI target should be written into the project documents, including the OPR, where it will serve as a touchstone throughout the rest of design and construction. The project team will pursue the EUI target throughout design and will conduct the iterative energy modeling necessary to ensure the design remains on track to achieve the target EUI.

In addition to the feasibility and early schematic design technical support and ZNE road mapping services, the Mass Save ZNE specialist will review the project documents at the end of Schematic Design and at mid design development, and then will provide reports back to the team with any further recommendations and considerations.

Customer must make final cost share payments to the ZNE specialist once the ZNE specialist's work is complete at the end of design development.

Customer must ensure a commissioning contract is in place that meets the requirements of this Program. Provide a copy of the commissioning scope of services to the Sponsors of Mass Save.

If the customer is pursuing an EUI target through the 25.0% or 40.0% reduction from Mass Save baseline option, the EUI target will be estimated during the early feasibility and schematic design phases, but will not be locked in for purposes of incentives until the Mass Save Sponsor confirms its baseline EUI based on the 100% Design Development set. Once the Sponsors of Mass Save have reviewed that set, the Sponsors of Mass Save will lock in the target EUI. The target EUI will remain locked for purposes of incentives unless there are major design changes between 100% design development and 100% construction documents, including, but not limited to, HVAC system type changes and space type changes.

Step 4 – Planning for EUI Data Collection and Corrective Action

Customers must consider how they will determine the post occupancy EUI of the project in coordination with their Mass Save Sponsor(s) and determine who will be responsible for collecting the data. Thought should be given to corrective action if at post occupancy the project is straying from the final design EUI. The project must comply with ASHRAE 90.1-2016, para. 8.4.3 related to metering and data storage, and it is recommended that the project team consider submetering in accordance with the LEED BD&C v4 Energy and Atmosphere Advanced Energy Metering credit, which requires submetering of any individual energy end uses that represent 10% or more of the total annual consumption of the building.

An optional Verification Incentive is available to help customers identify issues that may arise related to energy savings post construction (please request the Mass Save Sponsor's scope of work for more details). The Sponsors of Mass Save will reimburse 50% or up to \$10,000 of the fee associated with this work. Customers must decide during design if they wish to pursue this incentive so that a contract can be put in place.

Step 5 – Mass Save Incentive Pre-Approval

At the end of design, the design team must complete a final energy model representative of the final design. If the design team's energy model affirms the design will achieve the target EUI, the Mass Save Sponsor(s) will pre-approve an incentive of \$1.25/sf. If the customer has a contract in place for the Verification Incentive scope, this incentive component will be pre-approved as well.

An additional \$1.00/sf incentive will be available after the one-year post occupancy period if the project achieves the target EUI in practice (see Step 7 for details on when the post occupancy period begins). If the design team's model does not achieve the target EUI (either a 25.0 EUI or a 25.0%/40.0% reduction in EUI from the Mass Save baseline), the project will shift out of the Path 1 ZNE/Deep Energy Savings participation pathway into the Path 2 Whole Buildings EUI Reduction Pathway (contact your Mass Save Sponsor(s) for more details).



Mass Save Sponsors will require customers to sign:

1. Custom application, formally requesting Mass Save incentives, and
2. The Mass Save Minimum Requirements Document (MRD), which lays out the energy-using equipment and system details that will lead the project to achieve the target EUI.

Customers must commit to constructing the building as it was designed and as it was documented in the MRDs. Major deviations from the design and specific equipment included in the design could jeopardize the project's ability to achieve the target EUI and could jeopardize the customer's opportunity to obtain full incentives.

At the end of design, the Mass Save Sponsor(s) will also request pdfs of the Final Design Documents. The Mass Save Sponsor(s) will conduct further analysis at their own expense to determine more granular information regarding Mass Save program energy savings. The Mass Save Sponsor(s) will share the design documents with at least one additional vendor at their discretion at this time.

Table 1. Summary of Customer Incentives*

Construction Incentive	\$1.25/sf
Post Occupancy Incentive	\$1.00/sf
ZNE or PH Certification Incentive	\$3,000
Optional Verification Incentive	50% of fee up to \$10,000

*Customer incentives are capped at 100% of the combined incremental cost of the EUI reduction strategies included in the project. Projects must be cost-effective to receive the full customer incentive and are subject to each Mass Save Sponsor's program budget.

Step 6 – Construction Completion and Construction Phase Incentive Payment

A few weeks before substantial completion, customers must provide a set of approved submittals, invoices and photographs corresponding with major equipment that is key in attaining the predicted EUI. The Sponsors of Mass Save may also request a copy of the project's schedule of values.

All projects participating in the Program are subject to inspection by each participating Mass Save Sponsor. Customers may be asked to arrange for these post inspections to take place once the building is ready for occupancy.

Upon Mass Save Sponsor review of submittals, invoices and photographs, and upon completion of the post inspection, the Mass Save Sponsor(s) will make the \$1.25/sf construction incentive payment to the customer and will make the design team incentive payment. Where equipment and systems installed deviate substantially from equipment and systems shown in the design documents, The Sponsors of Mass Save reserve the right to adjust the customer and design team incentive amounts.

The design team is eligible for a Design Team Incentive (DTI) at construction completion if the customer's construction payment is approved. DTI rates, offered per Table 2 below, encourage the integrated design and continuous iterative energy analysis that is necessary to achieve the EUI target.⁵ The Mass Save Sponsor(s) pay the DTIs to the design team lead (an invoice is required), who may disperse them to other team members as appropriate.

Table 2. Design Team Incentives

Calculated at \$0.20/sf and capped at \$15,000, but not less than \$8,000 per project

5. Where the project has a contract that may restrict payments to the design team (as can happen with some municipal projects), it is the responsibility of the design team lead to work with the customer to ensure that the design team can obtain design team incentive payments per this program offering.



Step 7 – Post Occupancy Incentive, Verification Incentive, and Certification Incentive

Once the building is functioning in a steady state (at anticipated occupancy and operating as intended), the customer and the Mass Save Sponsor(s) agree to begin the Mass Save Performance Period, which will last for one year. At the end of the Mass Save Performance Period, the customer is responsible for supplying the post occupancy energy usage (including utility bills, delivered fuel usage, and on-site generation), which is subject to Mass Save Sponsor review.

As described in Step 4, customers may optionally choose to pursue a Verification Incentive from The Sponsors of Mass Save. Regardless of whether the customer pursues the Verification Incentive, the Mass Save Performance Period as it relates to the post occupancy incentive will begin once the customer affirms:

- The metering system is set up and operating properly per ASHRAE 90.1-2016, para. 8.4.3 and as verified by the commissioning agent.
- All corrective action the customer intends to take as a result of the Verification Team's scope of work has been completed.
- The occupancy and use of the building have reached a "steady state."

If, at the end of the Mass Save Performance Period, the building achieves an operational EUI, which, when adjusted for weather by the Mass Save Sponsors, achieves the target EUI, the Mass Save Sponsors will pay the customer the additional \$1.00/sf incentive for this Program. The post occupancy EUI is adjusted for weather so that customers are not unfairly penalized for particularly harsh weather and are not unfairly benefitted by particularly mild weather.

If the customer opts to certify the project as net zero in accordance with LEED Zero or the International Living Future Institute's (ILFI's) Living Building Challenge 4.0 (including Zero Carbon, Zero Energy, CORE, Petal or Living Certification), the New Buildings Institute's (NBI's) zero energy standards, or if they receive Passive House certification from either PHIUS or PHI, the Mass Save Sponsors will pay a \$3,000 certification incentive.

Disclaimers

Except for payment of incentives as set forth hereunder, the Mass Save Sponsors do not make any representations, warranties, promises or guarantees in connection with the Program, energy conservation measures (ECMs), EUI reduction strategies, energy savings, benefits, adequacy or safety of ECMs or other items, or any work, services or other item performed in connection with the Program including, without limitation, the warranty of merchantability or fitness for a particular purpose. Also, other than the (i) energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits (altogether, the "Customer Credits"), the Mass Save Sponsors have unilateral rights to apply for any credits or payments resulting from the Program or ECMs (the "Sponsor Credits"). Such Sponsor Credits include but are not limited to credits and payments for: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, and (d) demand response program payments. Customer waives, and agrees not to seek, any right to any Sponsor Credit. The Mass Save Sponsors are not responsible for the payment of any taxes assessed by federal, state or local governments on either benefits conferred on the customer by the Sponsor(s) or design incentives paid to the design team.

Because achievement of the EUI Target will be dependent on many factors out of the Architect's control, ranging from cost estimating outcomes to design and construction phases decisions by the Owner, the Contractor, and other parties, it is understood that the Architect does not warrant attainment of the EUI Target or the receipt of any particular amount of financial incentives, and the Architect shall not be held responsible by the Owner, Eversource, National Grid or other parties for any failure to meet, maintain or exceed the EUI Target. Furthermore, meeting the EUI Target may necessitate the use of materials and equipment that have had limited testing or verification of performance. The Architect shall be entitled to rely on the manufacturer's performance representations, and the Architect shall not be responsible for any failure of the Project to achieve the EUI Target as a result of the use of such materials or equipment, provided that the Architect's reliance did not violate the Architect's standard of care or other requirements of the Architect's agreement with the Owner.



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By signing below, the customer represents that he/she (1) shall be the sole and lawful customer of the Premises and (2) has read, understands, accepts and agrees to the terms and conditions for participation in the Program outlined above.

Customer Signature:		Customer Printed Name:
Date:	Phone:	Email:
Architect Signature:		Architect Printed Name and Company Affiliation:
Date:	Phone:	Email:



NEW CONSTRUCTION & MAJOR RENOVATIONS

PROCESS CHECKLIST	
Path 1: ZNE/Deep Energy Savings Program	
Pre-Design Phase	
	If possible, engage Mass Save Sponsor(s) before hiring an Owner's Project Manager (OPM) and design team. The Mass Save Sponsors can offer request for proposal or request for services (RFP/RFS) language and questions to help customers select a designer or OPM with zero net energy (ZNE) project experience.
	Incorporate zero net energy (ZNE) goals and/or low Energy Use Intensity (EUI) goals into the RFP/RFS for OPM services and designer services
Feasibility and Early Schematic Design Phases	
	Once design team is hired, re-engage Mass Save Sponsor(s) to ensure this Program is a good fit
	Sign Mass Save Memorandum of Understanding (MOU)
	Sign an Engineering Services Agreement (ESA) confirming customer is willing to cost share the services of a ZNE expert that Mass Save sponsor(s) would bring to the project
	Establish EUI target and a roadmap for achieving the target
	Add ZNE goal and EUI target to Owner Project Requirement (OPR) and provide Mass Save Sponsor(s) with a copy
	Conduct iterative energy modeling throughout design to ensure the project is tracking toward the EUI target
	Establish a plan for calculating site EUI once the building is operational; identify responsible parties and consider tools that will flag unexpectedly high energy use (e.g., submetering)
	Ensure that a commissioning contract is in place that meets the program requirements and provide copy of commissioning scope to Mass Save Sponsor(s)
	If pursuing the Verification Incentive, establish a contract with the Verification Team to complete this work and provide a copy of the contract that includes the scope of work necessary to obtain the incentive to Mass Save Sponsors.
Mid Design	
	Continue to conduct iterative energy modeling throughout design to ensure the project is tracking toward the EUI target
	Provide 50% or 100% Design Development set to Mass Save ZNE expert for review and team feedback/discussion
	Designers must include language in project documents informing contractors that this project is participating in a Mass Save downstream program pathway, and that they may not pursue or accept any HVAC, food service, domestic hot water or lighting upstream incentives for this project
	Finalize customer cost share payments to the ZNE specialist upon receipt of the specialists' Design Development Review Report
End of Design – Upon Completion of Design Team's Energy Modeling	
	Provide the design team's energy modeling report based on 100% Construction Documents to Mass Save Sponsor(s) showing the predicted EUI of the project's final design. If the EUI target is met, move forward in Path 1 below. If the EUI target is not met, move forward with Path 2 (consult your Mass Save Sponsor).
	Sign the Custom Application in the pre-installation section, formally requesting Mass Save incentives
	Sign the Minimum Requirements Documents (MRD) in the pre-installation section – affirming intent to build in accordance with the equipment and systems identified in the MRDs



NEW CONSTRUCTION & MAJOR RENOVATIONS

PROCESS CHECKLIST	
Construction/End of Construction Phase	
	Maintain focus on the project components such that the predicted EUI is maintained as a target throughout construction
	Provide submittals, invoices, photographs and possibly a contractor schedule of values at the end of construction to affirm that major equipment and systems contributing to the predicted EUI have been installed
	Schedule a post installation walk-through with Mass Save Sponsor(s)
	Sign the Custom Application in the post-installation section to confirm project is complete and ready for occupancy
	Sign the Minimum Requirements Document (MRD) in the post installation section to confirm that equipment and systems have been installed as expected to contribute to the predicted EUI
	Mass Save Sponsor(s) will pay customer's construction incentive if equipment is installed as expected
	Design Team Lead to submit an invoice for the Design Team Incentive
	Mass Save Sponsor(s) will pay the Design Team Incentives if equipment is installed as expected
Mass Save Performance Period	
	Once the project reaches a steady state of occupancy and operation, provide Mass Save Sponsor(s) with an affidavit that confirms the metering system is set up and operating properly per ASHRAE 90.1-2016, para. 8.4.3 as verified by the commissioning agent, all corrective action customer intends to take related to energy use has been taken, and the building's occupancy and operation are in a steady state
	Customer will provide Mass Save Sponsors with one year of post occupancy usage (including utility bills, delivered fuel usage, and on-site generation) after the beginning of the Mass Save Performance Period
	Mass Save Sponsors will review the data and true up the EUI date to adjust for weather
	If weather adjusted EUI meets the target EUI, Mass Save Sponsors will make the \$1.00/sf post occupancy payment
	If customer opted for the optional Verification Incentive, provide Mass Save Sponsors with copies of reports from each review interval
	Mass Save Sponsor(s) will make a \$3,000 certification support payment if customers certify their projects as net zero in accordance with LEED Zero or the International Living Future Institute's (ILFI's) Living Building Challenge 4.0 (including Zero Carbon, Zero Energy, CORE, Petal or Living Certification), the New Buildings Institute's (NBI's) zero energy standards, or if they receive Passive House certification from either PHIUS or PHI

Local Actions and Approval Certificate



MEDFIELD PUBLIC SCHOOLS

Office of the Superintendent
459 Main Street - 3rd Floor
Medfield, Massachusetts 02052

Jeffrey J. Marsden, Ed.D
Superintendent
jmarsden@email.medfield.net
(508) 359-2302

December 10, 2020

Ms. Mary Pichetti
Director of Capital Planning
40 Broad Street
Boston, Massachusetts 02109

Dear Ms. Pichetti:

The Dale Street School Building Committee ("SBC") has completed its review of the Feasibility Study's Preferred Schematic Report for the Dale Street School Project (the "Project") and on December 9, 2020, the SBC voted to approve and authorize the Owner's Project Manager to submit the Feasibility Study related materials to the MSBA for its consideration. The SBC, however, has informally authorized the Owner's Project Manager to submit the Feasibility Study related materials to the MSBA for its consideration. A letter of certification of the vote by the Superintendent of School and a copy of the SBC Meeting Minutes, which includes the specific language of the vote and the number of votes in favor, opposed, and abstained, is included in the Dale Street School Preferred Schematic Report Submission.

Since the MSBA's Board of Directors invited the District to conduct a Feasibility Study on December 12, 2018, the SBC has held twenty-five (25) meetings regarding the proposed project, in compliance with the state Open Meeting Law. These meetings include:

▪ SBC Meeting	January 23, 2019	Town Hall, Chenery Rm.	7:00 PM
▪ SBC Meeting	March 27, 2019	Town Hall, Chenery Rm.	7:00 PM
▪ SBC Meeting	April 18, 2019	Town Hall, Warrant Committee Rm.	7:00 PM
▪ SBC Meeting	April 25, 2019	Medfield High School Library	7:00 PM
▪ SBC Meeting	May 6, 2019	Public Safety Bldg., Training Rm.	7:00 PM
▪ SBC Meeting	September 23, 2019	Town Hall, Chenery Rm.	7:00 PM
▪ SBC Meeting	October 23, 2019	Town Hall, Chenery Rm.	7:00 PM
▪ SBC Meeting	November 13, 2019	Town Hall, Chenery Rm.	7:00 PM
▪ SBC Meeting	December 11, 2019	Public Safety Bldg., Training Rm.	7:00 PM
▪ SBC Meeting	December 17, 2019	Town Hall, Chenery Rm.	7:00 PM
▪ SBC Meeting	January 8, 2020	Public Safety Bldg., Training Rm.	7:00 PM
▪ SBC Meeting	February 26, 2020	Public Safety Bldg., Training Rm.	7:00 PM
▪ SBC Meeting	March 4, 2020	Public Safety Bldg., Training Rm.	7:00 PM
▪ SBC Meeting	March 26, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	April 22, 2020	Online Webinar Meeting	7:00 PM

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▪ SBC Meeting	May 13, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	May 27, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	June 17, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	July 07, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	August 12, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	September 09, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	September 16, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	October 21, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	November 23, 2020	Online Webinar Meeting	7:00 PM
▪ SBC Meeting	December 09, 2020	Online Webinar Meeting	7:00 PM

The agendas outlining the topics of discussion at each meeting, the meeting minutes and presentation materials are provided with the Meeting Minutes in the Appendix of the Preferred Schematic Report Submission. All votes are recorded in the Meeting Minutes and all Meeting Minutes are posted on the Medfield Public Schools' Dale Street School Project website for public review at <https://www.medfield.net/o/medfield-public-schools>.

In addition to the SBC Meetings listed above, the District held six (6) public meeting, which were posted in compliance with the state Open Meeting Law, at which the Project was discussed. These meetings were:

▪ Public Forum	December 9, 2019	Dale Street School Cafeteria	6:00 PM
▪ Public Forum	January 28, 2020	Dale Street School Cafeteria	6:00 PM
▪ Public Forum	March 9, 2020	Dale Street School Cafeteria	6:00 PM
▪ Public Forum	May 19, 2020	Online Webinar Meeting	7:00 PM
▪ Public Forum	October 14, 2020	Online Webinar Meeting	6:00 PM
▪ Public Forum	November 02, 2020	Online Webinar Meeting	7:00 PM

The Public Forums were hosted by the Dale Street School High School Building Committee. Members of the School Committee, Board of Selectmen and Town Officials were present. The Public Forums were opened by Superintendent Marsden and presented by the Designer, Arrowstreet, Educational Consultant, New Vista Design and the OPM, LeftField. The public announcements that include the agenda, the meeting minutes and presentation materials are provided in the Appendix of the Preferred Schematic Report Submission.

The presentation materials for each meeting, meeting minutes, and summary materials related to the Project are available locally for public review on the Medfield Public Schools' Dale Street School Project website at <https://www.medfield.net/o/medfield-public-schools> and at the Town of Medfield's website at <https://www.town.medfield.net/AgendaCenter/Search/?term=&CIDs=69,&startDate=&endDate=&dateRange=&dateSelector=>.

Hard copies are available and at the Office of the Superintendent of Schools.

To the best of my knowledge and belief, each of the meetings listed above complied with the requirements of the Open Meeting Law, M.G.L. c. 30A, §§ 18-25 and 940 CMR 29 *et seq.*

If you have any questions or require any additional information, please contact Lynn Stapleton, Owner's Project Manager, lstapleton@leftfieldpm.com, 508-269-0457.

Local Approvals and Actions
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By signing this Local Action and Approval Certification, I hereby certify that, to the best of my knowledge and belief, the information supplied by the District in this Certification is true, complete, and accurate.

By: Osler Peterson

Title: Chief Executive Officer

Date:

By signing this Local Action and Approval Certification, I hereby certify that, to the best of my knowledge and belief, the information supplied by the District in this Certification is true, complete, and accurate.

**By: Jeffrey J. Marsden,
Ed.D.**

Title: Superintendent of Schools

Date:

By signing this Local Action and Approval Certification, I hereby certify that, to the best of my knowledge and belief, the information supplied by the District in this Certification is true, complete, and accurate.

By: Jessica Reilly

Title: Chair of the School Committee

Date:



Nicholas Milano <nmilano@medfield.net>

Friends of Medfield Rail Trail's recommendation for the purchase of Rail Trail Environmental Insurance

James Goldstein <jgold@tellus.org>

Fri, Dec 11, 2020 at 11:35 AM

To: Nicholas Milano <nmilano@medfield.net>

Cc: Christian Donner <c@donners.com>, Michael Taylor <circa1680@aol.com>, Paula Crerar <paula@crerars.net>

Nick,

Per our email and phone discussions about the three quotes received for the Medfield Rail Trail environmental insurance, I'm writing to convey the Friends of Medfield Rail Trail's recommendation for which policy the Town should purchase. As the summary of the quotes from insurance broker Karl Touet indicates, all the policies meet the MBTA lease requirements, the policies are quite similar, and the three insurers are rated either A or A+. The main difference among the policies relates to exclusions of pre-existing on-site contaminants and the cost of the policies. Given that the Rail Trail construction will adhere to MA DEP's Best Management Practices for Controlling Exposure to Soil During the Development of Rail Trails, and that the construction involves covering the existing ballast in the rail bed with 6 inches of gravel and 3 inches of stone dust, the exclusion differences among the policies are not meaningful.

Therefore, the Friends of Medfield Rail Trail recommend that the Town purchase the environmental insurance policy from Great American. It is the highest rated company (A+) and has the lowest cost coverage -- \$20,814 for the 5-year required period (including 4% MA surplus lines tax).

Per our past commitments, the Friends of Medfield Rail Trail will transfer the necessary funds to the Town to cover the cost of the insurance policy.

Thank you for your help in this matter,

James Goldstein

On behalf of the Friends of Medfield Rail Trail

Town of Medfield Request for Proposals
for the Sale of "Hinkley South"

The Town of Medfield is seeking proposals for the sale of 5.48 acres of undeveloped land together with access, known as "Hinkley South" located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 64 Lot 001, RT zoning district) for the development of age-restricted ownership units to be permitted pursuant to MGL Chapter 40B with 25% of the units reserved for seniors (62+) earning less than 80% of the area median income. The actual number of units will be determined based on the developer's proposal. The property is "As Is" condition.

All firms/individuals interested can obtain a copy of the Request for Proposals from Sarah Raposa, Town Planner, sraposa@medfield.net or (508) 906-3027. Proposers must register with the Town at the same e-mail address no later than Friday, January 29, 2021 at 12:00 pm. All proposal inquiries and responses will be shared with all registered Proposers.

Applicants should submit one (1) unbound original and ten (10) bound copies of the proposal on or before Friday, February 26, 2021 to Kristine Trierweiler, Town Administrator, 459 Main Street, MA 02052, at which time and place the bids will be opened and recorded. Include one (1) electronic version of the proposal on a flash drive. All submissions must be clearly labeled "Hinkley South" on the exterior of the envelope/package and must include all required documents, completed and signed per the instructions and attached forms included in this RFP. Late proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or limit the scope of this project as deemed in the best interest of the Town.

The Town of Medfield makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

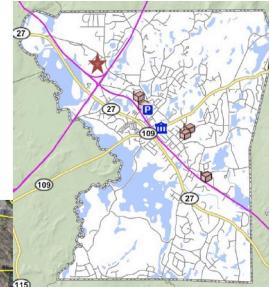
Proposers' responsibility for due diligence: Prospective developer should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

The Town of Medfield has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L.c.30B. Therefore, the provisions of M.G.L. c. 30B are incorporated here by reference.

Site Tour and Briefing: Interested developers are strongly encouraged to attend an on-site briefing session on Wednesday, January 13, 2021 at 10:00 am at The Center, One Ice House Road, Medfield, MA. Registration to attend the briefing is required no later than 4:00 pm on Tuesday, January 12, 2021. To register, or for additional information, contact Sarah Raposa, Town Planner, sraposa@medfield.net or (508) 906-3027.

Town of Medfield Request for Proposals
for the Sale of “Hinkley South”

Article 26



Hinkley South
Map 64 Parcel 001
672-75
5.48 acres

OVERVIEW

The Town of Medfield is seeking proposals from experienced developers for the sale of 5.48 acres of undeveloped land located off Ice House Road in the northwest quadrant of the Town (Parcel ID: Map 64 Lot 001). The Hinkley property is immediately northwest of the Medfield Senior Center property (aka The CENTER) and southeast of a residential subdivision along Copperwood Road and Bishop Lane. The Town acquired this land in 2000 (Legal Reference: 15619-203). In 2018, the Town subdivided the parcel, added additional land from the adjacent town-owned senior center (Plan Book 672 Page 75 plan #1930-21), and at the 2019 Annual Town Meeting, authorized the Board of Selectmen to dispose of the parcel for development for senior housing. It is intended the project be a Local Initiative Program (LIP) project permitted under MGL ch 40B §§20-23.

The goals of the development include:

1. Senior (62+) with handicapped-accessible units
2. 20-30 new units in one- and two-family style buildings
3. Ownership development with market rate pricing between \$450,000-\$550,000
4. Minimum of 25% affordable deed restricted units (as required by 40B) to serve seniors earning 80% of the area median income. The units should be restricted to affordable housing purposes in perpetuity.
5. Request for 70% local preference for affordable units (the Town intends to request this after a comprehensive permit is approved)

6. Seniors prefer maintenance free living with the following design considerations:

- 1,200 – 1,500 sf on small lots
- Open floor plan
- Zero step entry
- One floor living, garage and private outside area
- Walk-in shower with grab bars and seat
- Higher toilets
- Extra-wide doorways and halls
- Accessible electrical controls and switches
- Lever-style door and faucet handles
- Energy-efficient building materials and appliances

Ice House Road was constructed to Town standards by the Town in 2006 but access to the site will need to be extended from Ice House Road via easement over Lot 3 (see attached site plans). Utilities such as town water, sewer, electric and gas lines are in public ways proximate to the site, but will need to be extended over the town-owned “Lot 3” via an access and utilities easement. The site has no buildings and is fully vegetated with some wetlands and outcroppings of ledge. The Hinkley parcel is in the Residential Town (RT) zoning district, which has a minimum lot size of 40,000 square feet under the existing zoning. Small portions of the Hinkley parcel closer to Ice House Road are located within the Primary Aquifer Overlay Zone. The Bay Circuit Trail passes over a portion of the property (but can be moved if necessary). Bidders are responsible for their own review and analysis related to all aspects of the project.

The developer selected will be responsible for obtaining and paying for all permits, licenses and approvals required to proceed with the development.

Background

The Medfield Affordable Housing Trust was created by Town Meeting vote in April of 2017, charged to implement the approved Medfield Housing Production Plan (HPP); it has worked to keep the town in “safe harbor” from unfriendly 40B development through annual housing production targets. For the latter, the work of the AHT has successfully positioned the town to continue in Safe Harbor through 2022, assuming state and ZBA approvals on recently endorsed projects. This will also bring the town to 9.7% of the state required 10% affordable housing units, squarely on course to reach compliance with Chapter 40B.

The Medfield Housing Production Plan (HPP) outlines a mix of housing types to meet the full range of housing needs within our community; rental apartments, ownership townhomes/homes, and group homes, meeting the full range of family needs; seniors and the developmentally challenged needing a group living setting to be successful citizens. These are important values

of the town, all embodied in the HPP, the charge of the AHT, and the impetus of the town meeting warrant article to create affordable and moderately priced market rate housing for Medfield seniors. To date, many of the development projects brought to and endorsed by the AHT have been apartment style units; this proposal will partially address the need for owned housing for seniors, noticeably lacking in town today.

Need For Senior Housing

In Spring of 2018, a comprehensive [Senior Housing Survey](#) (SHS) was conducted utilizing professional survey practices and receiving an above standard response rate; 2,204 Medfield households were surveyed, with 695 responses, a huge (32%) response rate. These responses showed Medfield's senior needs to be both large and immediate, as follows:

- **Need** – 19% of Medfield's senior households (410 units) are extremely/very likely to move into senior housing if available; an additional 29% (648) of these households are somewhat likely to do so.
- **Timing** – The need is **now** – if available, 369 of our senior households would move in now or within the next two years.
- **Buying versus Renting** – 22% of our senior households would buy only, and an added 32% strongly prefer buying to renting – 20% of our seniors are neutral on buy versus rent, so 74% will consider buying.
- **Housing Choice** – 42% of the senior households surveyed desired cluster/attached housing, likely in this location
- **Pricing** – 57% of our senior households want pricing to be between \$300,000-\$500,000

Other Housing Related Town Documents:

- [Housing Production Plan \(2016\)](#)
- [Medfield Affordable Housing Trust Action Plan \(2018\)](#)
- [Senior Housing Study Report \(2018\)](#)

SCHEDULE AND SUBMISSION REQUIREMENTS

An informational site visit will be held on Wednesday, January 13, 2021 at 10:00 am. Please register for the on-site meeting by Tuesday, January 12, 2021 by 4:00 pm by emailing sraposa@medfield.net.

Questions regarding the project may be submitted in writing to Sarah Raposa, Town Planner at sraposa@medfield.net. Questions should be emailed, and should be submitted any time prior to Monday, February 1, 2021 by 4:00 pm.

Answers to questions will be provided to all registered Proposers no later than Friday, February 5, 2021 by 1:00 pm. The Town will issue an addendum to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

The Town will receive, through the Office of the Board of Selectmen, responses to this Request for Proposals. One (1) unbound original and ten (10) bound copies of each response, plus one electronic copy (on flash drive), must be delivered to the Office of the Board of Selectmen by Friday, February 26, 2021 at 10:00 am.

Kristine Trierweiler, Town Administrator
459 Main Street
Medfield, MA 02052

The Town of Medfield reserves the right to reject any and all proposals and to waive any informality in the proposals, if it determines that it is in the best interest of the Town to do so.

A complete Proposal package shall include the following:

- Proposal with cover letter signed by an individual or officer authorized to submit a Proposal, cover letter must identify if Proposer is represented by a licensed Massachusetts real estate broker.
- Form A – Certificate of Non-Collusion
- Form B – Certificate of Tax Compliance
- Form C – Price Proposal

Proposals must be submitted on the Proposal Forms provided in the Request for Proposal Form Package and contain no alterations, additional terms or conditions. The Town reserves the right to interview any and all Proposers.

Successful Proposer shall be expected to execute a land disposition agreement on terms acceptable to the Town.

Proposal must acknowledge the Town's interest in this proposed project following the Local Initiative Program (LIP) process and permitted under MGL ch 40B §§20-23.

Any Proposal submitted that substantially alters any material terms herein so as not to be in conformance with the provisions contained herein will be deemed unresponsive.

RFP Selection Schedule (subject to change at Town's discretion)		
1.	AHT Finalize RFP	Thursday, December 3, 2020
2.	BoS Review/Approve RFP	Tuesday, December 15, 2020
3.	RFP Release	Wednesday, December 16, 2020
4.	Ad in Central Register	January 3, 2021 (Submit by 12/20/20)
5.	Ad in <i>The Press</i>	January 1, 2021 and January 8, 2021 (Send to <i>The Press</i> by 12/18/20)
6.	On-site Meeting Registration	Tuesday, January 12, 2021 by 4:00 pm
7.	On-site Meeting	Wednesday, January 13, 2021 at 10:00 am
8.	Proposal Notification Registration Deadline	Friday, January 29, 2021 at noon
9.	Questions Due	Monday February 1, 2021 by 4:00 pm
10.	Answers Distributed	Friday, February 5, 2021 by 1:00 pm
11.	Proposals Due	Friday, February 26, 2021 by 10 am
12.	Proposal Distribution and Initial Review by AHT Members	Proposals to be left at the Public Safety Building Lobby for AHT member pick-up and review prior to March 4 th meeting
13.	Shortlist Proposals	March 4, 2021 (regular meeting)
14.	Shortlisted Developer Notified	March 5, 2021
15.	Shortlisted Developer Interviews & Selection by AHT	April 1, 2021 (regular meeting)
16.	Committee Award Notification to Selected Developer (commence negotiation, if needed)	April 2021 (TBD)
17.	Committee Developer Selection Recommendation to Board of Selectmen; Contract Negotiation & Contract Execution by Board of Selectmen; BoS endorse LIP application	May 2021 (TBD)
18.	Work Commences (i.e. LIP application submission to DHCD, not construction)	Within 60 days of contract execution

SELECTION PROCESS

All packages submitted by the deadline will be opened in public and logged in. All information contained in the proposals is public. The Town Planner and the Medfield Affordable Housing Trust (MAHT) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. All proposals will be evaluated for completeness and meeting the submission requirements.

The MAHT will rank the proposals and select firms to be interviewed. Firms may be asked to provide further detail regarding their proposals, qualifications, and/or finances prior to or during

an interview. The MAHT will assemble their assessment of the qualifying submissions and make their recommendation to the Board of Selectmen for their consideration. Negotiations by the MAHT or BoS shall be incorporated into the final proposed agreement. The terms of and the final award shall be subject to the review and approval of Town Counsel and awarded, at their discretion, by the Board of Selectmen, the Awarding Authority.

CRITERIA FOR EVALUATING PROSPECTIVE DEVELOPER/OWNERS

1. Developer Qualifications, Experience and Financial Capability (30%):

- a) The Proposer must demonstrate a positive track record of property development in Massachusetts, and/or a track record of completing projects of comparable size and complexity to the proposed project including structuring complex affordable housing finance transactions, and securing necessary permits and funding. All members of development teams should be able to demonstrate appropriate qualifications for their respective roles.
- b) The Proposer must provide proof of sufficient assets to cover all obligations associated with the Proposal through closing.
- c) The Proposer must certify that there are no legal or administrative actions past, pending or threatened that could relate to the ability or capacity of the Proposer, its principals, or any affiliates to undertake the project.
- d) The Proposer must certify that its firm (and principals) is not in default of any outstanding obligations to any federal, state or local municipalities.
- e) The Proposer must certify that the Proposer has no violations or issues pending before any federal, state, or local instrumentality as certified in the Certificate of Tax, Employment Security, and Contract Compliance.

- Highly Advantageous (HA, 5 points) – The Developer Entity has an identified team with a successful track record (with three references for projects) to finance, develop, operate and complete projects of comparable type, size, scale, and complexity on time and within budget forecast.
- Advantageous (A, 3 points) – The Development Entity has an identified team with a successful track record of development projects (with three references for projects) but representative projects are not comparable type, size, scale or complexity, or the projects although completed, were not on time or within budget forecast.
- Not Advantageous (NA, 1 point) – The Development Entity has not demonstrated a successful track record on projects of this magnitude and/or complexity, no references provided.

2. Development Program Concept (50%):

- f) The Proposal should include a narrative that describes the proposed project, including the proposed affordability, number of buildings, building styles, total square footage, building heights and massing, amenities, parking (surface/garages), site improvements, utility locations, site access, circulation, open space, community uses, average and peak estimated water and sewerage demands, average weekly peak traffic and vehicular attendance, and any other relevant site features.
- g) The Proposal must include schematic floor plans, elevations, and renderings with a table of general dimensions.
- h) The Proposal should conform with the goals of the development articulated above (Overview, #1-6) and appropriateness of design for the area, the parcel and the target population.
- i) The Proposal should specify any anticipated request for zoning waivers or any other permitting requirements.
- j) The Proposal should include a description of any green technologies and sustainable design planned for the project. If applicable, this description should include projections of any reduced long-term costs that will be of benefit to the occupants of the units.
- k) The Proposer must demonstrate the ability to complete the development within a reasonable period of time. A schedule of appropriate development phasing should be supported by a market feasibility analysis.
- l) Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project including a development budget and a sources and uses schedule. Proposers may also provide alternative pro formas that would be used by an identified financing source that the Proposers plan to use.
- Highly Advantageous (HA, 5 points) – The proposal enhances the surrounding community by providing a plan that meets or exceeds the goals 1-6 of the development, and provides additional benefits, such as the use green building and energy saving techniques, or otherwise provides significant public benefits.
- Advantageous (A, 3 points) – The proposal is generally consistent with the goals of the development. The plan offers some public benefits.
- Not Advantageous (NA, 1 point) – The proposal is inconsistent with the Town needs.

3. Price Proposal (20%):

- m) The Proposer must submit Form C, purchase price for the property.
- n) The Proposer should identify expected costs to provide infrastructure to the site.
- o) The Proposer must provide a projection of the ongoing economic benefits to the Town.
- p) The Proposer should identify any further monetary or non-monetary economic benefits provided as part of the project.

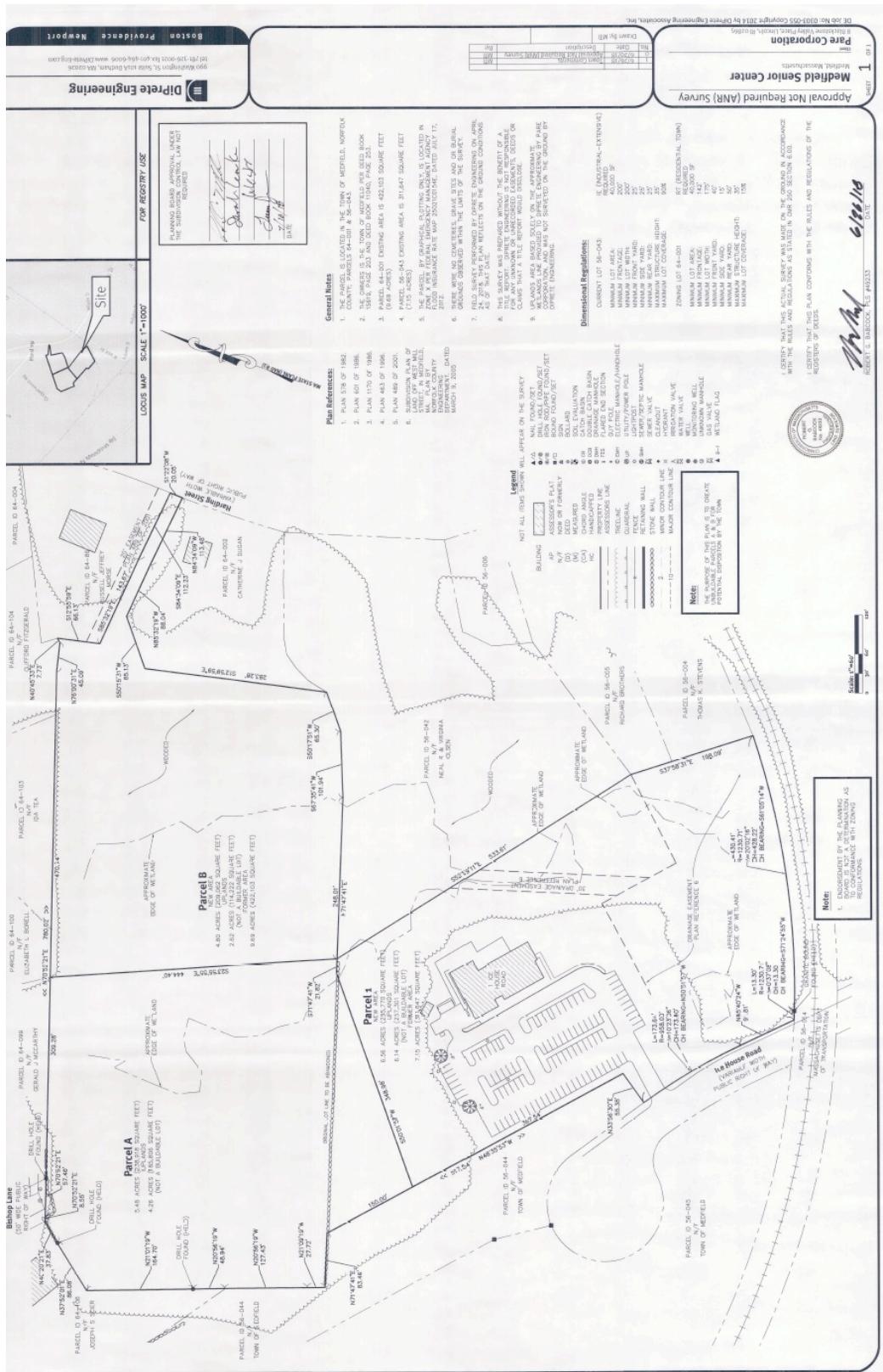
- Highly Advantageous (HA, 5 points) – The Proposer’s Price Proposal provides a significant financial benefit.
- Advantageous (A, 3 points) – The Proposer’s Price Proposal provides a sufficient financial benefit.
- Not Advantageous (NA, 1 point) – The Proposer’s Price Proposal does not provide a sufficient financial benefit.

RESERVATIONS, DISCLAIMERS AND PROVISOS

- a. All of the terms, conditions, specifications, appendices and information included in this Request for Proposal shall constitute the entire Request for Proposals package and shall be incorporated by reference into each Proposal Submission. No conditions, other than those specified in this Request for Proposals will be accepted and conditional Proposals may be disqualified except as specified in this Request for Proposals.
- b. The Town makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Premises, now or in the future. The furnishing of information by the Town shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each Proposer, by submitting a Proposal to the Town in response to this RFP, expressly agrees that it shall not hold the Town, or any of its respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
- c. If any matter or circumstance under this RFP requires the consent or approval of the Town or that such matter be satisfactory to the Town, then same may be granted, withheld, denied or conditioned by the Town in the exercise of its sole discretion.
- d. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 30B, and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
- e. The Town reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any Proposal when it determines that it is in the Town’s best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive. The Town reserves the right to accept, reject or negotiate at its sole and absolute discretion any Proposer-proposed changes to the model Purchase and Sale Agreement attached hereto.
- f. Proposers should assume that all material submitted in response to the RFP will be open to the public. The Town assumes no liability for disclosure or use of any information or data.

- g. All Proposers shall thoroughly familiarize themselves with the provisions of the RFP, Appendices, amendments and associated materials. Upon receipt of the RFP, each Proposer shall examine the RFP for missing or partially blank pages due to mechanical printing, collating, or other publication errors. It shall be the Proposer's responsibility to identify and procure any missing pages or information.
- h. Proposers shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Proposers shall be solely responsible for verifying any and all physical or other site conditions of the subject property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this RFP only as a convenience. The Town and any of its respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.
- i. Proposers shall be entirely responsible for any and all expenses it incurs in preparing and/or submitting any Proposal(s) in response to this RFP including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
- j. Proposers must complete each and every Proposal Form contained herein, if applicable.
- k. The Town expressly reserves the right to accept or reject any and/or all proposals if determined that proposal(s) is not in the Town's interest, financial or otherwise.

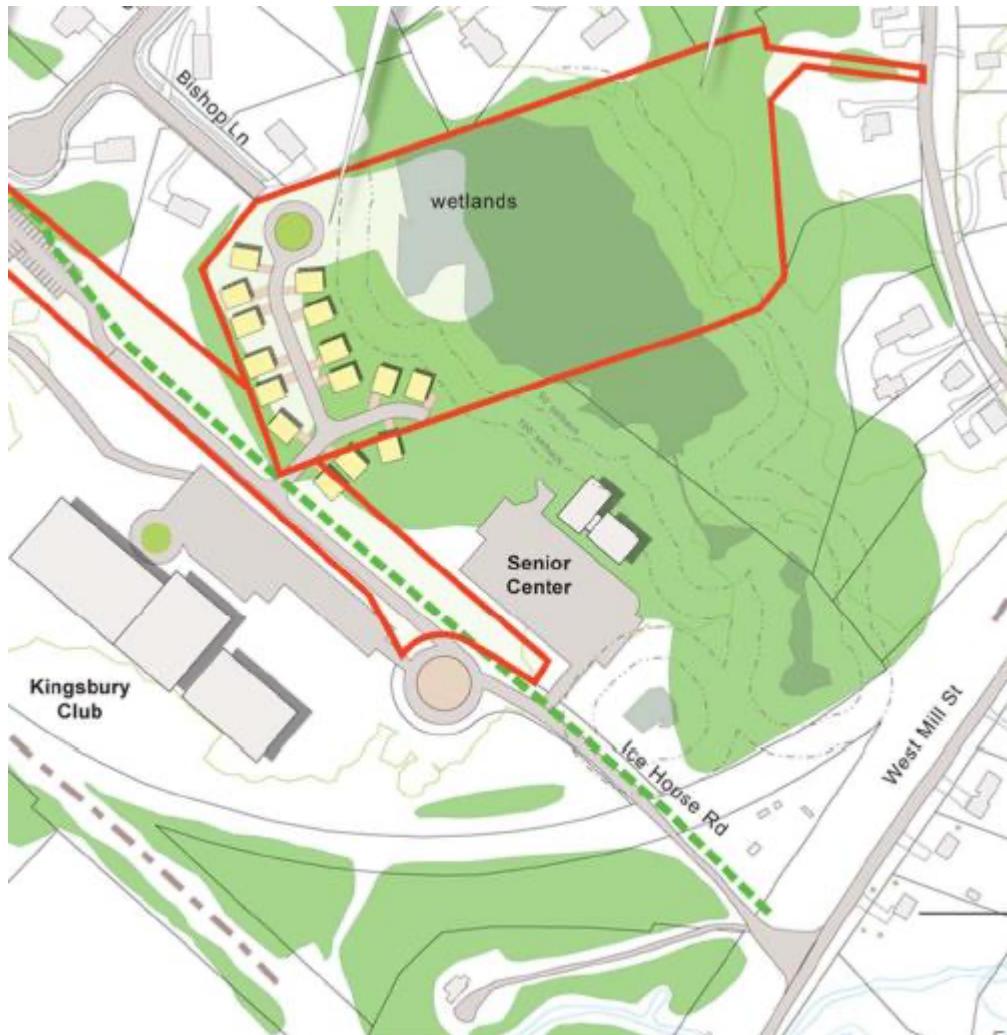
APPENDIX A – SITE PLANS



Hinkley South RFP (02/10/20)
Page 12 of 19

Sample Conceptual Diagram

(prepared in 2017 by the Medfield State Hospital Master Planning Committee during a broader design discussion)



FORM A - CERTIFICATION OF NON-COLLUSION

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

Signature of person submitting contract/bid

Date

Name of Business

FORM B - CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or

Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer

(if applicable)

FORM C - PRICE PROPOSAL

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EMAIL: _____

The undersigned hereby agrees to purchase, from the Town of Medfield subject to the purpose and provisions contained in the "Request for Proposals" dated February 10, 2020, approximately 5.48 acres of land, including any improvements thereon and appurtenances thereto, if any, located at Assessors' Map 64 Lot 001, also known as Hinkley South, Medfield Massachusetts for the payment of:

\$ _____ Lump Sum / _____

_____ Lump Sum (in words)

The undersigned hereby agree that:

- a. If I/we are declared the Successful Proposer I/we will enter into the Purchase and Sale Agreement in the time period specified in the RFP;
- b. The Successful Proposer assumes all risk of the liability for any and all injuries arising out of or in connection with, directly or indirectly, the inspection of the Property by the Successful Proposer or its agents or representatives and Successful Proposer hereby releases the TOWN from and against all liability for any such damages;
- c. The Successful Proposer hereby indemnifies the TOWN from any claim (whether or not resulting or likely to result in litigation), arising out of or due to, directly or indirectly, out of any information provided in this RFP;
- d. The Successful Proposer agrees to accept the Property in its "As-Is, Where-Is" condition and with all faults including but not limited to, any environmental conditions existing on or affecting the Property. The TOWN does not represent that the Property is in conformance with applicable laws, regulations or codes. The TOWN does not represent that Successful Proposer will be able to obtain any adjustment, variation or rezoning to permit any particular uses;
- e. Time is of the essence of this Offer to Sell;

- f. This Offer to Sell along with the RFP including all attachments constitutes the entire understanding of the parties hereto and, unless specified herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties or otherwise shall be of any force and effect;
- g. No official, employee or agent of the TOWN shall be charged personally by the Successful Proposer with any liability or expense of defense or be held personally liable under any term or provision of this Offer because of any breach;
- h. The TOWN reserves the right to reject any and all Proposals and responses in whole or in part, and then to advertise for new Proposals or to otherwise deal with the Property as may be in the best interest of the TOWN;

This Proposal Form A survives Execution of the Purchase and Sale Agreement.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this Proposal to the TOWN are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify the TOWN in writing by certified mail or hand delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the TOWN to reject the undersigned's Proposal and may have the effect of precluding the applicant from doing business with the TOWN in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the TOWN or its designated representative in verification of the recitals regarding the Proposer's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this Proposal on behalf of the Proposer and in accordance with ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION.

The undersigned hereby acknowledges that I/we have received and read the Request for Proposal and have acquainted myself/ourselves with matters therein referred to and understand that in making this Proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the Proposal.

By: _____ (Signature)

Print Signer's Name

Signer's Title

Company Name

Date

Street Address

Telephone

City

State

ZIP Code

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss , 20____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

Seal

Print Name: _____

My commission expires: _____

Memorandum



To: Osler L. Peterson, Chair, Board of Selectmen
 CC: Kristine Trierweiler, Town Administrator
 From: Sarah Raposa, Town Planner
 Date: December 10, 2020
 Re: Reissuance of the Hinkley South RFP and 2021 ATM Warrant Articles

HINKLEY SOUTH - OWNERSHIP

At their duly posted meeting on December 3, 2020, the present members of the Medfield Affordable Housing Trust voted to recommend that the Board of Selectmen consider re-issuing the attached Hinkley South RFP for a senior ownership 40B development. The Board proposes this based on the following factors:

1. It was unclear whether no responses were received due to lack of awareness or difficulty in making the pro forma work.
2. We have had a lot of rental units coming online recently with very few ownership options, especially for seniors.
 - a. Rentals: *112 units (28 affordable, 84 market)*
 - i. 67 North Street – 8 units (2 affordable, 6 market)
 - ii. 71 North Street – 8 units (2 affordable, 6 market)
 - iii. Hillside Village – 16 units (4 affordable, 12 market)
 - iv. Medfield Meadows – 24 units (6 affordable, 18 market)
 - v. Aura at Medfield – 56 units (14 affordable, 42 market)
 - b. Ownership: *9 units (3 affordable, 6 market rate)*
 - i. Medfield Meadows - 9 units (3 affordable, 6 market rate)

HINKLEY SOUTH – MULTI-FAMILY RENTAL

Concurrently, the Affordable Housing Trust offers the following warrant article for consideration at 2021 ATM to amend the 2019 ATM authorization to include a multi-family option (to allow for a “Rosebay”-style rental apartment) in the event that no responses to the Hinkley South RFP are received or the responses do not meet town goals.

Article ##. To see if the Town will vote to authorize the Board of Selectmen to dispose of, by sale or ground lease, a parcel of Town-owned land shown as “Parcel A” (Hinkley South) on a plan of land captioned “Approval Not Required (ANR) Survey Medfield Senior Center Medfield, Massachusetts” prepared by DiPrete Engineering, 990 Washington Street, Suite 101A, Dedham, MA 02026 dated June 26, 2018 and recorded at Norfolk County Registry of Deeds in Plan Book 672 at Page 75, containing 5.48 acres, to a private developer, pursuant to the provisions of G.L. Chapter 30B, Section 16, on such terms and conditions as the Board of Selectmen determine to be in Town’s interests, to develop and construct up to fifty rental apartments and/or up to thirty single- or two-family homes, to be made available to senior households qualifying for market rate or affordable housing and, if deemed necessary or desirable, to authorize the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to

enact special legislation to enable said development, and/or construction, or do or act anything in relation thereto.

(Affordable Housing Trust)

HINKLEY NORTH – AUTHORIZATION FOR DISPOSITION

The Affordable Housing Trust also requests the following consideration for ATM 2021 to dispose of Hinkley North (off Harding Street) for the purposes consistent with the HPP, preferably the construction of a group home for disabled adults; particularly because the access to the site is limited and not suitable for a large development.

Article ##. To see if the Town will vote to authorize the Board of Selectmen to dispose of a parcel of Town-owned land shown as "Parcel B" (Hinkley North) on a plan of land captioned "Approval Not Required (ANR) Survey Medfield Senior Center Medfield, Massachusetts" prepared by DiPrete Engineering, 990 Washington Street, Suite 101A, Dedham, MA 02026 dated June 26, 2018 and recorded at Norfolk County Registry of Deeds in Plan Book 672 at Page 75, containing 4.8 acres, according to said plan, together with access and utility easements, to the ownership, care, and custody of the Medfield Affordable Housing Trust, for the ultimate purpose of disposing by sale or ground lease, to a private or non-profit affordable housing or group home developer, pursuant to the provisions of G.L. Chapter 30B, Section 16, on such terms and conditions as the Medfield Affordable Housing Trust determines to be in Town's interests to develop housing consistent with the 2016 Medfield Housing Production Plan (or future revisions) and, if deemed necessary or desirable, to authorize the Board of Selectmen to petition the General Court of the Commonwealth of Massachusetts to enact special legislation to enable said development, and/or construction, or do or act anything in relation thereto.

(Affordable Housing Trust)

The purpose of this article is to authorize the Board of Selectmen to transfer ownership of a portion of the Town-owned "Hinkley Property" to the Medfield Affordable Housing Trust to develop housing types identified in the Housing Production Plan.





TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2020-14

STATE CONTRACT # (if applicable) _____

This Contract is made this 15th day of December 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 E.L. Harvey & Sons, Inc., having a usual place of business at 68 Hopkinton Road, Westborough, MA 01581, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work to provide recycling box rentals and hauling/trucking the collected recycling from the Transfer Station as needed and the Town has decided to award the contract therefore to the Contractor.

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Pricing Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program by providing recycling box rentals, hauling/trucking the collected recycling from the Transfer Station as needed in accordance with 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. **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.

5. Contract Term: The Contract Term is as follows: January 1, 2021 through December 31, 2021 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay rates of \$185 per haul for trucking, a charge of \$90 per ton for single stream recycling, and rental of boxes \$55 per month 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.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to 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.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established recycling service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
9. 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.
10. 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.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right 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.
14. 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.
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



Maurice Goulet <mgoulet@medfield.net>

Medfield Recycling Contract

BJ Harvey <bjharvey@elharvey.com>
To: Maurice Goulet <mgoulet@medfield.net>
Cc: Robert Kennedy <rkennedy@medfield.net>

Mon, Nov 16, 2020 at 9:15 AM

Ok

From: Maurice Goulet [mailto:mgoulet@medfield.net]
Sent: Friday, November 13, 2020 11:02 AM
To: BJ Harvey
Cc: Robert Kennedy
Subject: Re: Medfield Recycling Contract

BJ,

Can we meet in the middle on the SSR?

We were \$85 this past year, can we agree on \$90 for CY2021. a \$10 increase per ton would be difficult for us as we are looking at serious budget cuts this coming year.

On Fri, Nov 13, 2020 at 10:30 AM BJ Harvey <bjharvey@elharvey.com> wrote:

Hi Maurice

I hope you are doing good. Wild 9 months holy smokes, we are still giving it all we got. I need to go to \$185 for trucking and \$95 for SSR, I will leave the rent flat at \$55. Let me know if that works. Thanks. BJ

From: Maurice Goulet [mailto:mgoulet@medfield.net]
Sent: Friday, November 13, 2020 8:33 AM
To: BJ Harvey
Cc: Robert Kennedy
Subject: Medfield Recycling Contract

BJ,

Hope you are doing well.

Our 2020 recycling contract expires at the end of December and we would like to renew the same contract for calendar year 2021. If you agree , we will send the new contracts to you for signature.

Thanks for your help.

Medfield Recycling Contract		
Contract Term	January 1, 2020 - December 31, 2020	January 1, 2021 - December 31, 2021
Recyling Boxes Rental per month	\$55	\$55
Trucking per haul	\$180	\$185
Single Stream Recycling per ton	\$85	\$90



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT
CONTRACT # DPW 2020-15
 STATE CONTRACT # (if applicable) _____

This Contract is made this 15th day of December 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 Ingersoll-Rand Co., having a usual place of business at 362 Elm Street, Marlborough, MA 01752, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work to furnish a new WWTP 40 HP Rotary Screw Air Compressor 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 Quotation, for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Contract Term:** The Contract Term is as follows: December 15, 2020 through December 31, 2021 subject to annual appropriation and pricing from the Contractor.
5. **Warranties:** The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor 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 WWTP 40 HP Rotary Screw Air Compressor 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 \$24,006.86 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 air compressor 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: _____

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



Presented To:

■ Town Of Medfield Wtp
99 Old Bridge St
Medfield, MA 2052

Prepared By:

■ Tyler Lavoie
tyler.lavoie@irco.com
362 Elm St
Marlborough, MA 01752
Direct: (315) 484-5204
Fax: (315) 434-9291
Cell Phone: (800) 446-4012

Prepared On: 10/21/2020

This proposal is valid until 11/20/2020. After that date the quote and terms in the proposal may need to be revised.

Rotary Screw Air Compressor RS30n (40 HP) Variable Speed Air Cooled

Technical Information:



Image for reference only

Available Flow (Capacity):

- 195 cfm @ 100 psig
- 183 cfm @ 115 psig
- 172 cfm @ 125 psig

Weight: 2304 lbs

Compressed air outlet size: 1.5" NPT

Condensate drain outlet size: 0.25"

Dimensions – Facing control panel
(L x W x H): 76" x 42" x 60"

Sound Level per ISO 2151 Standard

- Aircooled 69 dBA

Additional Engineering Data available upon request

Product Description:

Ingersoll Rand Next Generation R-Series Oil-Flooded, Variable Speed Rotary Screw Air Compressors offer multiple advantages that can improve your business's productivity and profitability. Industry-leading airend enhancements deliver what matters to you: world-class performance and exceptional reliability. An intelligent controller ensures your Next Generation R-Series air compressor optimizes operational parameters to enhance productivity.

Key Features & Benefits:

- **All new airend:** Advanced gear design, optimized rotor profiles & low friction bearing arrangements aid in delivering world class performance all while ensuring maximum reliability
- **Progressive Adaptive Control™ (PAC™) Protection:** An integrated, intelligent system that continuously monitors key operating parameters and adapts to prevent unexpected downtime
- **V-Shield™ Technology:** A totally integrated, leak-free design using long-life metal-flex hoses and superior fluoroelastomer O ring seals for repeatable leak-free connections
- **Free Floating Cooling System:** Significantly improves reliability and serviceability with use of a Side by Side design with a floating mount allowing the exchangers to expand and contract
- **Xe-Series Controller:** Xe-Series controllers feature built in web page control and automated email notifications all packaged in an intuitive, high resolution color display



Visit the Ingersoll Rand website for further information <http://www.ingersollrandproducts.com>

PLANT ENGINEERING[®] Product of the Year



We're proud to announce that Ingersoll Rand's Next Generation R-Series 30 & 37kW Variable Speed Rotary Screw Compressor won the 2016 Product of Year Bronze Award for the Compressed Air Category! Plant Engineering readers vote on the products they think will best help with run their plants smarter, safer and more efficiently.

At the heart of every Next Generation R-Series compressor is the airend Ingersoll Rand designed to significantly improve overall system efficiency by ensuring low pressure drops. It delivers specific energy output and premier airflow capacity for each compressor application.



The compressors are designed to withstand harsh plant conditions and can run continuously in ambient temperatures of up to 115 degrees Fahrenheit. The starter panel meets NEMA 12/IP55 protection ratings to provide protection against circulating dust, falling dirt, and dripping or splashing liquids.

Ingersoll Rand is dedicated to providing world class systems solutions to allow our customers to operate in the most optimal way. Contact your local IR sales representatives for more details.



Quote Summary

Quote #: 1-88X04C8

All amounts are displayed in USD

Product Description	Qty	Unit Price	Extended Price
40HP Variable Speed Rotary Screw Compressor:			
RS30n Premium Efficiency VSD Rotary Compressor	1	\$23,823.00	\$23,823.00
Factory filled with Ultra Coolant	1		
Integrated VSD - 460/3/60 Electrics	1		
XE-70 Microprocessor Controller	1		
Standard Low Sound Enclosure	1		
Power Outage Restart (PORO)	1		
Standard Solenoid Condensate Drain	1		
Estimates for Current Repairs:			\$12,000
• Estimate for a new Motor and possible new Drive			
Your Price of New Machine after Repairs Discount: *With new PC Agreement*	1		\$11,823
Utilities Rebate:			
• One time Rebate check from Utility company (Eversource/National Grid)	1	(\$-6000)	(\$-6000)
Return on Investment:			
• New compressor is much more efficient than current model.	1	1.5 Years	1.5 Years
• \$3382/year savings from new compressor			
• \$6000 rebate			
Factory Startup:			
IR start-up service is a coordinated, one-time site visit to start-up all of the new IR compressed air equipment sold and delivered on a single project. While on-site, the IR technician will verify proper installation, start-up each piece of equipment and complete an inspection checklist to benchmark all site conditions & operational parameters. Additionally, he will provide informal, basic operator & maintenance training to site personnel immediately available. Following a successful start-up, the respective equipment warranties will be validated and in effect	1		\$600
Package Care Renewal: Year One Price of 10 year agreement	1		\$11,233.86
Mechanical and Electrical Installation:	1		TBD: Requires Site Visit

Delivery : 2 Months ETA



Payment Terms : NET 30
FOB : Exworks
Freight Terms : Prepaid
Freight : \$350.00

Pricing and availability is subject to change without notice.

Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order). For US, please remit all payments to Ingersoll Rand, 15768 Collections Center Drive, Chicago, IL, 60693. For Canada, please remit all payments to IR Canada Sales & Service ULC, C/O T10223C PO Box 4918 STN A, Toronto, ONTARIO M5W 0C9, Canada. Also, please be aware that Ingersoll Rand accepts payment via credit card, and EFT.

STANDARD TERMS AND CONDITIONS OF SALE

1. General Any written or oral order received from Buyer by Ingersoll-Rand Company ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.

2. Taxes Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.

3. Title and Risk of Loss Title and risk of loss or damage to equipment will pass to Buyer upon tender of delivery FOB Company facility, except that Buyer grants Company a lien on and a purchase money security interest in and to all of the right, title, and interest of Buyer in the equipment purchased hereunder until full payment has been made.

4. Credit Terms

a. Payment. Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.

b. Invoice Disputes. Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.

c. Late Payments. On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.

d. Acceleration. Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.

e. No Partial Payments. Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.

f. Sufficient Funds. Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.

g. Right to Set Off. Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including

without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.

5. Financial Condition of Buyer

a. Receipt of Goods While Insolvent. In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in §2-702 of the Uniform Commercial Code, United-States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.

b. Withdraw of Credit Approval. Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.

c. Material Adverse Change in Financial Condition. Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.

d. Verification of Credit References. Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.

e. Disclosure of Buyer's Right to a Statement of Reasons for Action. If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.

6. Delivery Company will deliver goods within a reasonable time after receipt of Buyer's order and in no event will delivery dates be construed as falling within the meaning of "time is of the essence."

7. Force Majeure Company will not be liable for any loss or damage due to delays arising from causes beyond the reasonable control of Company, including but not limited to any acts of God, fire, flood, earthquake or explosion, strikes or other labor difficulties, wars, riots, terrorist threats, national emergencies, or acts of governments. In such events, Company will have additional time within which to deliver or perform as may be reasonably necessary under the circumstances. If Buyer requires drawings, procedures, standards or similar material for approval, delivery schedules will be calculated from the time such approvals are received by Company. Any hold points, witness points, or Buyer inspection requirements must be identified by Buyer at the time of quotation and/or order placement. Additional inspection or testing required by Buyer will extend delivery dates accordingly.

8. Storage Fee If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.

9. Warranty Company warrants that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and

installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company.

If equipment, parts or services are nonconforming, Buyer must provide prompt written notice to Company within the Warranty Period, and Company will, at its option, correct such nonconformity by suitable repair or replacement to equipment or part or correction to defective workmanship. If repair or replacement is not feasible, Company will, at its option, refund the full purchase price for such equipment, part or service.

Company will have no responsibility to repair or replace defective equipment, parts or service resulting from Buyer's failure to store, install, maintain, or operate the equipment according to Company's specific recommendations or in accordance with good industry practices. Company will not be liable for any repairs, replacements or adjustments or any costs of labor performed by Buyer or any third-party without Company's prior written approval. This warranty will not apply to any non-standard component which Buyer directs Company to use or add to the equipment. The effects of corrosion, erosion, deterioration occasioned by chemical and abrasive action or excessive heat, and normal wear and tear are specifically excluded from the warranty.

COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Correction of defects whether patent or latent, in the manner and for the duration of the Warranty Period, will constitute fulfillment of all Company's liabilities for such defects with respect to or arising out of equipment, parts, or services provided hereunder. Warranty work does not assure uninterrupted operation of equipment.

10. Order Cancellation If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses. The percentage is based on the proportion of time which has elapsed from the date the order is placed to the originally scheduled shipment date as follows:

Percent of time elapsed from PO date to scheduled ship date	Cancellation fee % of PO Value
0-10%	5%
11-20%	15%
21-30%	25%
31-40%	35%
41-50%	45%
51-60%	55%
61-70%	65%
71-80%	75%
81-90%	85%
91-100%	95%

11. Compliance with Laws Company will comply with all applicable laws and regulations in effect in the location of manufacture on the date an order is placed. Compliance with any local governmental laws or regulations relating to location, use, or operation of the equipment, or its use in conjunction with other equipment, will be the sole responsibility of Buyer. Equipment purchased hereunder is produced in accordance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

12. Export Control Buyer agrees not to disclose or export, either directly or indirectly, any Company technology or information, or the direct product thereof, to any destination or person if such disclosure or export is

prohibited by U.S. laws and regulations. In particular, Buyer will not use and will not permit any third party to use Company technology or information in connection with the design, production, use or storage of chemical, biological or nuclear weapons or missiles of any kind. This paragraph will survive the termination of this contract.

13. Patent Indemnity Company will defend Buyer against any proceeding based upon a claim that the equipment manufactured by Company infringes any U.S. patent, provided that Company is promptly notified in writing and given authority, information, and assistance for defense of the same. If any claim materially interferes with Buyer's use of the equipment, Company will, at its option, procure for Buyer the right to continue to use such equipment, modify it so that it becomes non-infringing, replace it with non-infringing equipment, or will remove the equipment and refund the purchase price. Company does not accept any liability whatsoever in respect to patents claiming more than the equipment furnished hereunder or claiming methods or processes to be carried out with the aid of such equipment. The foregoing states the entire liability of Company with regard to patent infringement.

14. Limitation of Liability THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF COMPANY WITH RESPECT TO THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT, PART OR SERVICE THAT IS THE BASIS FOR THE CLAIM.

IN NO EVENT WILL COMPANY BE LIABLE TO BUYER, ANY SUCCESSORS IN INTEREST, OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUE ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT, PART OR SERVICE HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHERWISE.

15. Assignment Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.

16. No Waiver No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.

17. Governing Law The rights and obligations of the parties will be governed by the laws of the State of North Carolina excluding any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract.

18. No Reference Required Buyer and Company agree that each order shall constitute a separate contract, the performance of which will be governed exclusively by these Terms. This Agreement shall govern an order regardless of whether or not this document is attached to or referenced in the order. Excluded from applicability to an order include, but are not limited to: (i) any other terms and conditions contained in the order, including terms contained on the reverse side of the order; (ii) any reference in an order to Buyer's Internet site for terms and conditions; (iii) any reference in an order to any other agreement, document or terms unless agreed to in writing by the Parties. In the event of a conflict between any terms and conditions of an order (except (iii) above), Terms shall prevail and govern the order.

Ingersoll-Rand Company Proposal for Equipment Sales

Americas Region

TERMS AND CONDITIONS OF SALE: This proposal and any resulting order shall be governed by Ingersoll-Rand Company Standard Terms and Conditions of Sale, attached hereto and incorporated by reference. Unless previously agreed to in writing, any different Terms & Conditions appearing on the PO, including preprinted terms, shall not be accepted and may cause delays in acceptance of the Purchase Order.

TERMS OF PAYMENT: For Orders \$99,999 and below: Net 30 days from date of shipment.

For Orders \$100,000 and Over:

30% of order value invoiced on Ingersoll Rand acceptance of Purchase Order.

30% of order value invoiced 8 weeks from Ingersoll Rand Acceptance of Purchase Order

40% of order value invoiced on Shipment of Equipment

All invoices are due Net 30. All payments are to be made in the agreed upon currency (see proposal). Above percentages apply to the entire PO value. Pro rata payments on the last milestone to apply as shipments are made. Progress Payments on any special installations will be included in our proposal. Please include specific Progress Payments on your Purchase Order. Missing or different Payment Terms on the Purchase Order may cause delays in acceptance of the Purchase Order.

SHIPMENT: Shipments will be made in (see proposal) weeks after acceptance of the PO by Ingersoll Rand and receipt of complete information necessary for manufacturing. All Shipments are FOB Shipping Point. Freight will be charged at the rate quoted if shown on a separate line on the Purchase Order. Otherwise, freight will be added to the PO value on each shipment invoice. Any different shipment or freight terms on the Purchase Order may cause delays in acceptance of the Purchase Order.

DRAWINGS: Drawings will be submitted in (see proposal) weeks after acceptance of the PO by Ingersoll Rand and receipt of complete information necessary for manufacture.

PRICE POLICY: Prices are firm for shipments scheduled not more than 360 days from date of order. If shipment is scheduled beyond 360 days from the date of order, escalation is required. (For current escalation policies refer to your local Ingersoll Rand representative).

All Proposals are valid for a period not to exceed 60 days from the date of Proposal. The Company reserves the right to amend such Proposals at any time. All orders are considered taxable unless a valid tax exemption certificate is supplied at the time of order.

SCOPE CHANGES: Price and lead time are based on the accompanying quote. Changes to this scope either at time of order or any time before delivery may result in changes to price and / or lead time.

CANCELLATION & ORDER HOLDS: as specified in the Ingersoll-Rand Company Standard Terms and Conditions of Sale.

Please reference the quotation number and revision level provided by Ingersoll Rand on your PO.



Southeastern Regional Services Group
DPW SERVICES AWARDS 2/1/21 - 1/31/22

The Board of Selectmen of the Town of Medfield voted at their meeting held on _____ to award contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve month period commencing 2/1/21. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Estimated Quantity</u>	<u>Total Value</u>
NEW CONTRACTS			
7. RUBBER CHIP SEAL			
<i>All States Asphalt, Sunderland, MA</i>			
WINNING BIDDER'S NAME			
Rubber Chip Seal	\$ 5.05 per sq yd	45,000	\$ 227,250.00
Level/Shim Course	\$ 152.50 per ton	200	\$ 30,500.00
		Item Sub-Total	\$ 257,750.00

10. BONDED WEARING COURSE

All States Asphalt, Sunderland, MA

WINNING BIDDER'S NAME

Bonded Wearing Course application	\$ 7.05 per sq yd	25,000	\$ 176,250.00
Leveling Course	\$ 152.50 per ton	100	\$ 15,250.00
structure Adjustments	\$ 370.00 per structure	20	\$ 7,400.00
Structure Remodels	\$ 500.00 per structure		\$ -
Structure Rebuilds	\$ 300.00 per vert ft		\$ -
0	\$ -	Item Sub-Total	\$ 198,900.00

11. CRACK SEALING

Superior Sealcoat, Wilmington, MA

WINNING BIDDER'S NAME

	\$ 5,609.00 per day	0	\$ -
	\$ 9.12 per gallon	5,000	\$ 45,600.00
		Item Sub-Total	\$ 45,600.00

13. CHLORINATED RUBBER TRAFFIC LINE PAINTING

Markings, Inc., Pembroke, MA

WINNING BIDDER'S NAME

4" White or Yellow lines	\$ 0.051 per lin ft	1,500,000	\$ 76,500.00
4" Yellow Hatch Lines	\$ 0.250 per lin ft	1,000	\$ 250.00
Crosswalks	\$ 0.510 per lin ft	5,000	\$ 2,550.00
Stopline	\$ 0.510 per lin ft	5,000	\$ 2,550.00
Stop Words	\$ 17.500 each	10	\$ 175.00
Parking Lines	\$ 0.280 per lin ft	5,000	\$ 1,400.00
Ts and Ls	\$ 4.750 each	100	\$ 475.00
Directional arrows (federal)	\$ 23.750 each	50	\$ 1,187.50
8" "only"	\$ 33.750 each	5	\$ 168.75
3" "only"	\$ 15.000 each	5	\$ 75.00

Southeastern Regional Services Group
DPW SERVICES AWARDS 2/1/21 - 1/31/22

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>		<u>Estimated</u>	<u>Quantity</u>	<u>Total Value</u>
8' "school"	\$ 48.500	each		5	\$ 242.50
Traffic Islands	\$ 15.000	each		5	\$ 75.00
Railroad Crossings	\$ 75.000	each		10	\$ 750.00
Removal of Existing Paint Lines	\$ 1.250	per sq ft		2,500	\$ 3,125.00
Grinding for Inlay	\$ 0.950	per sq ft			\$ -
			Item Sub-Total		\$ 89,523.75

16. GUARD RAILS, INSTALLATION OF STEEL BEAM

Premier Fence, Canton, MA

WINNING BIDDER'S NAME

Straight (Galvanized, Metal Posts)	\$ 33.60	per foot	500	\$ 16,800.00
Straight (Galvanized, Wooden Posts)	\$ 33.60	per foot	50	\$ 1,680.00
Straight (Rust, Wooden Posts)	\$ 33.60	per foot	300	\$ 10,080.00
Curved (Galvanized)	\$ 27.00	per foot	100	\$ 2,700.00
Curved (Rust)	\$ 27.00	per foot	100	\$ 2,700.00
End Pieces (Galvanized)	\$ 80.00	each	4	\$ 320.00
End Pieces (Rust)	\$ 80.00	each	4	\$ 320.00
			Item Sub-Total	\$ 34,600.00

17. STRUCTURE WORK

Tasco Construction, Belmont, MA

WINNING BIDDER'S NAME

			<u>Est Qty</u>
Structures Adjusted (1-5 per mobilization)	\$ 650.00	per structure	
Structures Adjusted (6-10 per mobilization)	\$ 552.00	per structure	
Structures Adjusted (11-20 per mobilization)	\$ 520.00	per structure	
Structures Adjusted (20+ per mobilization)	\$ 455.00	per structure	
AVERAGE PRICE - ADJUSTED	\$ 544.25		40 \$ 21,770.00
Structures Remodeled (1-5 per mobilization)	\$ 650.00	per structure	
Structures Remodeled (6-10 per mobilization)	\$ 552.00	per structure	
Structures Remodeled (11-20 per mobiliztn)	\$ 520.00	per structure	
Structures Remodeled (20+ per mobilization)	\$ 455.00	per structure	
AVERAGE PRICE - REMODELED	\$ 544.25		20 \$ 10,885.00
Structures Rebuilt (1-5 per mobilization)	\$ 650.00	per vert ft	

Southeastern Regional Services Group
DPW SERVICES AWARDS 2/1/21 - 1/31/22

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Estimated</u>	<u>Quantity</u>	<u>Total Value</u>
Structures Rebuilt (6-10 per mobilization)	\$ 552.00 per vert ft			
Structures Rebuilt (11-20 per mobilization)	\$ 520.00 per vert ft			
Structures Rebuilt (20+ per mobilization)	\$ 455.00 per vert ft			
AVERAGE PRICE - REBUILT	\$ 544.25		10	\$ 5,442.50
		Item Sub-Total		\$ 38,097.50
21. TUB GRINDING				
<i>New England Recycling, Taunton, MA</i>	\$ 399.00 per hour		24	\$ 9,576.00
<i>WINNING BIDDER'S NAME</i>		Item Sub-Total		\$ 25,903.50
		NEW Contract SubTOTAL		\$ 674,047.25

2020 PRICING RENEWED for work in 2021: 2nd year contract

1. PAVEMENT RECLAMATION

Murray Paving & Reclamation, Holliston, MA

WINNING BIDDER'S NAME

Pavement Reclamation	\$ 1.95 sq yd	11,500	\$ 22,425.00
Calcium Chloride for dust control	\$ 1.15 gallon	0	\$ -
Adjust Structures	\$ 0.01 each	0	\$ -
Structure Remodeling	\$ 0.01 each	0	\$ -
Structures Rebuilt	\$ 275.00 vert ft	0	\$ -
Excess Loading of Reclaimed Material	\$ 11.00 cubic yd	0	\$ -
Lower/Raise Manholes	\$ 550.00 each	0	\$ -
Lower/Raise Water Gates	\$ 255.00 each	0	\$ -
Lower/Raise Gas Gates	\$ 0.01 each	0	\$ -
Trucking	\$ 85.00 hour	0	\$ -
		Item Sub-Total	\$ 22,425.00

5. SUPER PAVE HOT MIX ASPHALT ZONE E: Medfield, Norfolk

Aggregate Industries, Saugus, MA

WINNING BIDDER'S NAME

SuperPave application	\$ 77.20 per ton	8,000	\$ 617,600.00
Bitumen Tack Coat	\$ 4.00 per gallon	2,400	\$ 9,600.00
Hot Poured Rubberized Asphalt Sealer	\$ - per lin ft	0	\$ -
Warm Mix Additive	\$ 1.50 per gallon	8,000	\$ 12,000.00
Cold Planing	\$ 2.61 per sq yd	50,000	\$ 130,500.00
Structure Adjustments	\$ 230.00 each	70	\$ 16,100.00
Structure Remodels	\$ 480.00 each	6	\$ 2,880.00
Structure Rebuilds	\$ 300.00 per vert ft	20	\$ 6,000.00
Lower and raise manholes	\$ - each	0	\$ -

Southeastern Regional Services Group
DPW SERVICES AWARDS 2/1/21 - 1/31/22

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>		<u>Estimated</u>	<u>Quantity</u>	<u>Total Value</u>
Lower and raise water gates	\$ 300.00	each		30	\$ 9,000.00
Lower and raise gas gates	\$ 300.00	each		5	\$ 1,500.00
Hand Work	\$ 130.00	per ton		100	\$ 13,000.00
Unclassified Excavation	\$ -	cub yds		0	\$ -
Sawcutting	\$ 1.00	per lin ft		5,000	\$ 5,000.00
Playgrounds/Parking Lots	\$ 150.00	per ton		0	\$ -
			Item Sub-Total		\$ 823,180.00
			RENEWED Contract SubTOTAL	\$ 845,605.00	
			GRAND TOTAL	\$ 1,519,652.25	

Signatures

Chair and members of the Board of Selectmen

Board Member

Board Member

Massachusetts COVID-19 Vaccine Program (MCVP) Agreement

CDC COVID-19 Vaccination Program Provider Agreement

Please complete Sections A and B of this form as follows:

The Centers for Disease Control and Prevention (CDC) greatly appreciates your organization's (Organization) participation in the CDC COB+VID-19 Vaccination Program. Your Organization's chief medical officer (or equivalent) and chief executive officer (or chief fiduciary) – collectively, Responsible Officers – must complete and sign the CDC COVID-19 Vaccination Program Provider Requirements and Legal Agreement (Section A). CDC COVID-19 Vaccination Program Provider Profile Information (Section B) must be completed for each vaccination Location covered under the Organization listed in Section A.

Section A. COVID-19 Vaccination Program Provider Requirements and Legal Agreement

ORGANIZATION IDENTIFICATION

Organization's legal name*

Number of affiliated vaccination locations covered by this agreement

Organization telephone number*

Email (must be monitored and will serve as dedicated contact method for the COVID-19 Vaccination Program)*

Street Address 1

Street Address 2

City*

County*

State*

Zip*

RESPONSIBLE OFFICERS

For the purposes of this agreement, in addition to Organization, Responsible Officers named below will also be accountable for compliance with the conditions specified in this agreement. The individuals listed below must provide their signature after reviewing the agreement requirements.

Chief Medical Officer (or Equivalent) Information

Last Name*	First Name*	Middle Initial	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title*	Licensure State*	Licensure Number*	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Telephone number	Email		
<input type="text"/>	<input type="text"/>		
Street Address 1	Street Address 2		
<input type="text"/>	<input type="text"/>		
City	County	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Chief Executive Officer (or Chief Fiduciary) Information

Last Name*	First Name*	Middle Initial	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Telephone number	Email		
<input type="text"/>	<input type="text"/>		
Street Address 1	Street Address 2		
<input type="text"/>	<input type="text"/>		
City	County	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

AGREEMENT REQUIREMENTS

I understand this is an agreement between Organization and CDC. This program is a part of collaboration under the relevant state, local, or territorial immunization's cooperative agreement with CDC.

To receive one or more of the publicly funded COVID-19 vaccines (COVID-19 Vaccine), constituent products, and ancillary supplies at no cost, Organization agrees that it will adhere to the following requirements:

1. Organization must administer COVID-19 Vaccine in accordance with all requirements and recommendations of CDC and CDC's Advisory Committee on Immunization Practices (ACIP).¹
2. Within 24 hours of administering a dose of COVID-19 Vaccine and adjuvant (if applicable), Organization must record in the vaccine recipient's record and report required information to the relevant state, local, or territorial public health authority. Details of required information (collectively, Vaccine-Administration Data) for reporting can be found on CDC's website.² Organization must submit Vaccine-Administration Data through either (1) the immunization information system (IIS) of the state and local or territorial jurisdiction or (2) another system designated by CDC according to CDC documentation and data requirements.² Organization must preserve the record for at least 3 years following vaccination, or longer if required by state, local, or territorial law. Such records must be made available to any federal, state, local, or territorial public health department to the extent authorized by law.
3. Organization must not sell or seek reimbursement for COVID-19 Vaccine and any adjuvant, syringes, needles, or other constituent products and ancillary supplies that the federal government provides without cost to Organization.
4. Organization must administer COVID-19 Vaccine regardless of the vaccine recipient's ability to pay COVID-19 Vaccine administration fees or coverage status. Organizations may seek appropriate reimbursement from a program or plan that covers COVID-19 Vaccine administration fees for the vaccine recipient. Organization may not seek reimbursement, including through balance billing, from the vaccine recipient.
5. Before administering COVID-19 Vaccine, Organization must provide an approved Emergency Use Authorization (EUA) fact sheet or vaccine information statement (VIS), as required, to each vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative.
6. Organization's COVID-19 vaccination services must be conducted in compliance with CDC's Guidance for Immunization Services During the COVID-19 Pandemic for safe delivery of vaccines.³
7. Organization must comply with CDC requirements for COVID-19 Vaccine management. Those requirements include the following:
 - a) Organization must store and handle COVID-19 Vaccine under proper conditions, including maintaining cold chain conditions and chain of custody at all times in accordance with the manufacturer's package insert and CDC guidance in CDC's Vaccine Storage and Handling Toolkit⁴, which will be updated to include specific information related to COVID-19 Vaccine;
 - b) Organization must monitor vaccine-storage-unit temperatures at all times using equipment and practices that comply with guidance located in CDC's Vaccine Storage and Handling Toolkit⁴;
 - c) Organization must comply with each relevant jurisdiction's immunization program guidance for dealing with temperature excursions;
 - d) Organization must monitor and comply with COVID-19 Vaccine expiration dates; and
 - e) Organization must preserve all records related to COVID-19 Vaccine management for a minimum of 3 years, or longer if required by state, local, or territorial law.
8. Organization must report the number of doses of COVID-19 Vaccine and adjuvants that were unused, spoiled, expired, or wasted as required by the relevant jurisdiction.
9. Organization must comply with all federal instructions and timelines for disposing COVID-19 vaccine and adjuvant, including unused doses.⁵

10. Organization must report moderate and severe adverse events following vaccination to the Vaccine Adverse Event Reporting System (VAERS).⁶
11. Organization must provide a completed COVID-19 vaccination record card to every COVID-19 Vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative. Each COVID-19 Vaccine shipment will include COVID-19 vaccination record cards.
12. a) Organization must comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 Vaccine.
b) Organization must administer COVID-19 Vaccine in compliance with all applicable state and territorial vaccination laws.

By signing this form, I certify that all relevant officers, directors, employees, and agents of Organization involved in handling COVID-19 Vaccine understand and will comply with the agreement requirements listed above and that the information provided in sections A and B is true.

The above requirements are material conditions of payment for COVID-19 Vaccine-administration claims submitted by Organization to any federal healthcare benefit program, including but not limited to Medicare and Medicaid, or submitted to any HHS-sponsored COVID-19 relief program, including the Health Resources & Services Administration COVID-19 Uninsured Program. Reimbursement for administering COVID-19 Vaccine is not available under any federal healthcare program if Organization fails to comply with these requirements with respect to the administered COVID-19 Vaccine dose. Each time Organization submits a reimbursement claim for COVID-19 Vaccine administration to any federal healthcare program, Organization expressly certifies that it has complied with these requirements with respect to that administered dose.

Non-compliance with the terms of Agreement may result in suspension or termination from the CDC COVID-19 Vaccination Program and criminal and civil penalties under federal law, including but not limited to the False Claims Act, 31 U.S.C. § 3729 et seq., and other related federal laws, 18 U.S.C. §§ 1001, 1035, 1347, 1349.

By entering Agreement, Organization does not become a government contractor under the Federal Acquisition Regulation.

Coverage under the Public Readiness and Emergency Preparedness (PREP) Act extends to Organization if it complies with the PREP Act and the PREP Act Declaration of the Secretary of Health and Human Services.⁷

This agreement expressly incorporates all recommendations, requirements, and other guidance that this agreement specifically identifies through footnoted weblinks. Organization must monitor such identified guidance for updates. Organization must comply with such updates.

¹ <https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>

² <https://www.cdc.gov/vaccines/programs/iis/index.html>

³ <https://www.cdc.gov/vaccines/pandemic-guidance/index.html>

⁴ <https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html>

⁵ The disposal process for remaining unused COVID-19 Vaccine and adjuvant may be different from the process for other vaccines; unused vaccines must remain under storage and handling conditions noted in

Item 7 until CDC provides disposal instructions; website URL will be made available.

⁶ <https://vaers.hhs.gov/reportevent.html>

⁷ See Pub. L. No. 109-148, Public Health Service Act §§ 319F-3 and 319F-4, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e; 85 Fed. Reg. 15,198, 15,202 (March 17, 2020).

I certify that the Chief Medical Officer (or equivalent) and the Chief Executive Officer (or Chief Fiduciary or equivalent) have read and agreed to the requirements listed in the CDC COVID-19 Vaccination Program Provider Agreement. *

CDC Supplemental COVID-19 Vaccine Redistribution Agreement

The Centers for Disease Control and Prevention (CDC) plans to ship a minimum order size of COVID-19 vaccine, constituent products, and ancillary supplies at no cost directly to enrolled COVID-19 vaccination providers throughout the United States. The federally contracted vaccine distributor uses validated shipping procedures to maintain vaccine cold chain and minimize the likelihood of vaccine loss or damage during shipment. There may be circumstances where COVID-19 vaccine needs to be redistributed beyond the identified primary CDC ship-to sites (i.e., for orders smaller than the minimum order size or for large organizations whose vaccine is shipped to a central depot and requires redistribution to additional clinic locations). In these instances, vaccination provider organizations/facilities, third-party vendors, and other vaccination providers may be allowed to redistribute vaccine, if approved by the jurisdiction's immunization program and if validated cold-chain procedures are in place in accordance with the manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. There must be a signed CDC COVID-19 Vaccine Redistribution Agreement for the facility/organization conducting redistribution and a fully completed CDC COVID-19 Vaccination Provider Profile Information form (Section B of the CDC COVID-19 Vaccination Program Provider Agreement) for each receiving vaccination location.

The parties to this agreement are CDC and healthcare organizations, third-party vendors, and vaccination providers that redistribute COVID-19 vaccine. CDC cannot reimburse costs of redistribution beyond the initial designated primary CDC ship-to site(s), nor for purchase of any vaccine-specific refrigerators or qualified containers. Therefore, organizations planning for redistribution of COVID-19 vaccine must carefully assess the associated risks and costs (e.g., vaccine loss due to temperature excursions, purchase of vaccine-specific portable refrigerators and/or containers) before planning this activity

COVID-19 VACCINE ORGANIZATION REDISTRIBUTION AGREEMENT REQUIREMENTS

To redistribute COVID-19 vaccine, constituent products, and ancillary supplies to secondary sites, this organization agrees to:

1. Sign and comply with all conditions as outlined in the CDC COVID-19 Vaccination Program Provider Agreement.
2. Ensure secondary locations receiving redistributed COVID-19 vaccine, constituent products, or ancillary supplies also sign and comply with all conditions in the CDC COVID-19 Vaccination Program Provider Agreement.

3. Comply with vaccine manufacturer instructions on cold chain management and CDC guidance in CDC's Vaccine Storage and Handling Toolkit¹, which will be updated to include specific COVID-19 conditions for any redistribution of COVID-19 vaccine to secondary locations.
4. Document and make available any redistribution records of COVID-19 vaccine to secondary sites to jurisdiction's immunization program as requested, including dates and times of redistribution, sending and receiving locations, lot numbers, expiration dates, and numbers of doses. Neither CDC nor state, local, or territorial health departments are responsible for any costs of redistribution or equipment to support redistribution efforts.

By signing this form, I understand this is an agreement between my Organization and CDC, implemented and maintained by my jurisdiction's immunization program. I also certify on behalf of myself, my medical practice or other legal entity with staff authorized to administer vaccines, and all the practitioners, nurses, and others associated with this Organization that I have read and agree to the COVID-19 vaccine redistribution agreement requirements listed above and understand my Organization and I are accountable for compliance with these requirements. Non-compliance with the terms of this Redistribution Agreement may result in suspension or termination from the CDC COVID-19 Vaccination Program and criminal and civil penalties under federal law, including but not limited to the False Claims Act, 31 U.S.C. § 3729 et seq., and other related federal laws, 18 U.S.C. §§ 1001, 1035, 1347, 1349.

¹ Requirements incorporated by reference; refer to <https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html>

I certify that the Chief Medical Officer (or equivalent) and the Chief Executive Officer (or Chief Fiduciary or equivalent) have read and agreed to the requirements listed in the CDC COVID-19 Vaccination Redistribution Agreement. *

Chief Medical Officer (or Equivalent)

Last Name*

First Name*

Middle Initial

Signature*

Date*

Chief Executive Officer (or Chief Fiduciary) Information

Last Name*

First Name*

Middle Initial

Signature*

Date*

Section B. CDC COVID-19 Vaccination Program Provider Profile Information

Please complete and sign this form for your Organization location. If you are enrolling on behalf of one or more other affiliated Organization vaccination locations, complete and sign this form for each location. Each individual Organization vaccination location must adhere to the requirements listed in Section A.

ORGANIZATION IDENTIFICATION FOR INDIVIDUAL LOCATIONS

Organization location name

Will another Organization location order COVID-19 vaccine for this site?

Yes; provide Organization name:
 No

CONTACT INFORMATION FOR LOCATION'S PRIMARY COVID-19 VACCINE COORDINATOR

Last Name*

First Name*

Middle Initial

Telephone*

Extension

Email*

CONTACT INFORMATION FOR LOCATION'S BACK-UP COVID-19 VACCINE COORDINATOR

Last Name*

First Name*

Middle Initial

Telephone*

Extension

Email*

ORGANIZATION LOCATION ADDRESS FOR RECEIPT OF COVID-19 VACCINE SHIPMENTS

Street address 1*

Street address 2*

City*

State*

Zip*

Telephone*

Extension

Fax

ORGANIZATION ADDRESS OF LOCATION WHERE COVID-19 VACCINE WILL BE ADMINISTERED (IF DIFFERENT FROM RECEIVING LOCATION)

Street address 1

Street address 2

City

State

Zip

Telephone

Extension

Fax

DAYS AND TIMES VACCINE COORDINATORS ARE AVAILABLE FOR RECEIPT OF COVID-19 SHIPMENTS

Monday: From: : M To: : M From: : M To: : M Apply to all Days

Tuesday: From: : M To: : M From: : M To: : M

Wednesday: From: : M To: : M From: : M To: : M

Thursday: From: : M To: : M From: : M To: : M

Friday: From: : M To: : M From: : M To: : M

COVID-19 VACCINATION PROVIDER TYPE FOR THIS LOCATION (SELECT ONE)

Provider Type*

SETTING(S) WHERE THIS LOCATION WILL ADMINISTER COVID-19 VACCINE (SELECT ALL THAT APPLY)**Setting(s)***

Childcare or daycare facility College, technical school, or university Community Center
 Correctional/detention facility
 Healthcare provider office, health ctr, medical practice, outpatient clinic
 Hospital (i.e., inpatient facility) In-home Long-term care facility Pharmacy
 Public Health clinic (e.g., local health department) School (K-grade 12) Shelter
 Temporary or off-site vaccination clinic – point of dispensing (POD)
 Temporary location – mobile clinic Urgent care facility Workplace Other

APPROXIMATE NUMBER OF PATIENTS/CLIENTS ROUTINELY SERVED BY THIS LOCATION

Enter "0" if the location does not serve the respective age group.

Number of children 18 years of age and younger* Unknown**Number of adults 19-64 years of age*** Unknown**Number of adults 65 years of age and older*** Unknown**Number of unique patients/clients seen per week, on average*** Unknown Not applicable (e.g., for commercial vaccination service providers)**INFLUENZA VACCINATION CAPACITY FOR THIS LOCATION**

Enter "0" if no influenza vaccine doses were administered by this location in 2019-20

Number of influenza vaccine doses administered during peak week of the 2019-20 influenza season* Unknown

POPULATION(S) SERVED BY THIS LOCATION (SELECT ALL THAT APPLY)

Population(s)*

General pediatric population General adult population Adults 65 years of age and older
 Long term care facility residents Health care workers Critical infrastructure/essential workers
 Military – active duty/reserves Military – veteran People experiencing homelessness
 Pregnant women Racial and ethnic minority groups Tribal communities
 People who are incarcerated/detained People living in rural communities
 People who are under-insured or uninsured People with disabilities
 People with underlying med conditions at risk for severe COVID-19 illness
 Other people at higher-risk for COVID-19

DOES YOUR ORGAIZATION CURRENTLY REPORT VACCINE ADMINISTRATION DATA TO THE STATE, LOCAL, OR TERRITORIAL IMMUNIZATION INFORMATION SYSTEM (IIS)?

Report Data

Yes No Not Applicable

List IIS Identifier

.....

ESTIMATED NUMBER OF 10-DOSF MULTIDOSE VIALS (MDVs) YOUR LOCATION IS ABLE TO STORE DURING PEAK VACCINATION PERIODS (E.G., DURING BACK-TO-SCHOOL OR INFLUENZA VACCINE SEASON) AT THE FOLLOWING TEMPERATURES:

Refrigerated (2°C to 8°C): No Capacity Approximate additional capacity of 10-dose MDVs*

Frozen (-15°C to -25°C): No Capacity Approximate additional capacity of 10-dose MDVs*

Ultra-frozen (-60°C to -80°C): No Capacity Approximate additional capacity of 10-dose MDVs*

STORAGE UNIT DETAILS FOR THIS LOCATION

List brand/model/type of storage units to be used for storing COVID-19 vaccine at this location

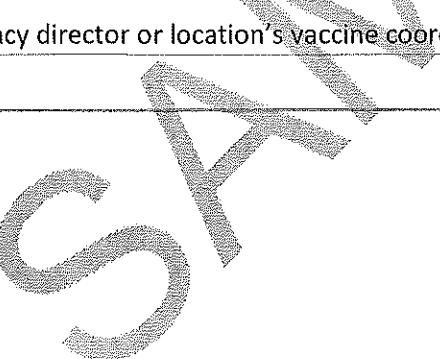
Example: CDC & Co/Red series two-door/refrigerator

Storage Units

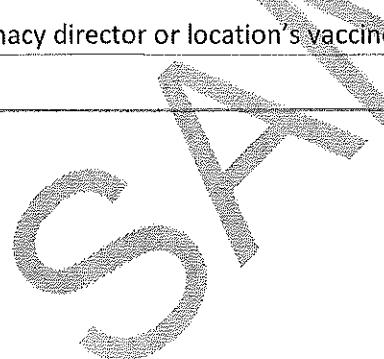
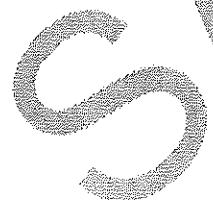
Description	Brand	Model	Category	Type	Grade
_____	_____	_____	_____	_____	_____
_____	_____	_____	Category	Type	Grade
_____	_____	_____	Category	Type	Grade
_____	_____	_____	Category	Type	Grade
_____	_____	_____	Category	Type	Grade

I attest that each unit listed in the MIIS will maintain the appropriate temperature range indicated above:
(please sign and date)

Medical/pharmacy director or location's vaccine coordinator signature*



Date*

PROVIDERS PRACTICING AT THIS FACILITY

Instructions: List below all licensed healthcare providers at this location who have prescribing authority or will have oversight of the handling or administration of COVID-19 vaccine (i.e. MD, DO, NP, PA, RPh). Only those with direct involvement with COVID-19 vaccine should be listed.

Providers

First Name	Last Name	Title	Type	Medical License No.	Medical Provider No.	Email
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

STAMP

NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Article IX, the Medfield Conservation Commission will conduct a public hearing on:

Thursday, December 17, 2020 at 7:30 PM

to review a Request for Determination of Applicability (RDA) from the Medfield Board of Selectmen for the construction of a multi-use rail trail on the existing abandoned 1.3-mile railroad corridor between Ice House Road and the Dover Town Line. Portions of the work are located within the 100-foot buffer zone of Bordering Vegetated Wetlands, Bordering Land Subject to Flooding and Riverfront Area. Parcel is further identified as Assessor's Plan 56, Parcel 54.

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. The Chair of the Conservation Commission will explain the process and there will be an explicit time during the meeting for public comments. Please contact Town Planner Sarah Raposa sraposa@medfield.net (508) 906-3027 with any questions, comments, requests for additional information, attending the virtual meeting, or other related matters. The application and plans may be requested in pdf format from Christian Donner, Friends of Medfield Rail Trail, at c@donners.com.



October 27, 2020

Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, Massachusetts 02125

**RE: Medfield Wells 3 & 4 Water Treatment Plant
Town of Medfield, Massachusetts
Project Notification Form**

To Whom It May Concern,

On behalf of the Town of Medfield Public Works Water Division, Environmental Partners is submitting the attached Project Notification Forms (PNF) for the Wells 3 & 4 Water Treatment Plant in the Town of Medfield, MA. The Town is currently in the process of applying for state and local permits for the subject project. The project consists of the construction of a water treatment plant, a replacement production well, and modifications to two existing well stations. Environmental Partners is currently in the process of preparing final design documents for the proposed construction and modifications.

Should you have any questions or require additional information, please feel free to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Kelley".

Environmental Partners Group, Inc.
Eric A. Kelley, P.E., CHMM, LEED GA
Project Manager / Associate
P: 617.657.0282
E: eak@envpartners.com

Attachments:

- Appendix A: PNF Application for Well 3 & 4 Water Treatment Plant Project
- Appendix B: Existing Conditions Photos
- Appendix C: Permitting Design Site Plans
- Appendix D: USGS Quadrangle Map

ATTACHMENT A

PNF Application for Wells 3 & 4 Water Treatment Plant Project

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD
BOSTON, MASS. 02125
617-727-8470, FAX: 617-727-5128

PROJECT NOTIFICATION FORM

Project Name: Wells 3 & 4 Water Treatment Plant

Location / Address: Town-owned Water Supply Land, accessible by a paved drive off of 43 Elm Street

City / Town: Medfield, MA

Project Proponent

Name: Town of Medfield

Address: 459 Main Street

City/Town/Zip/Telephone: Medfield, MA 02052 (508)-359-8505

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

MassDEP

Type of License or funding (specify)

BRP WS 24 - Approval to Construct a Water Treatment Facility >= 1 MGD

BRP WS 20 - Approval to Construct a New Source >= 70 gpm

WPA Form 3 - Wetlands Protection Act Notice of Intent

Drinking Water State Revolving Fund (potential project funding)

Project Description (narrative): The project consists of the construction of a water treatment plant (WTP), a replacement production well, and modifications to the existing well stations. The water treatment plant will remove iron and manganese from water withdrawn from two groundwater wells that supply the Medfield water system.

Does the project include demolition? If so, specify nature of demolition and describe the building(s) which are proposed for demolition.

No buildings will be demolished. The project includes selective demolition of an existing generator, propane tank, and chemical storage tank, and chain link fences at the Well Stations. Selective demolition inside the well stations includes the existing chemical feed systems, monitoring equipment, piping, and appurtenances.

Does the project include rehabilitation of any existing buildings? If so, specify nature of rehabilitation and describe the building(s) which are proposed for rehabilitation.

Yes, the project includes rehabilitation of the existing well station buildings, including roof replacement, hazardous material removal (if found), heating and ventilation modifications, and electrical improvements. Well Station 3 is a brick structure with a flat roof. Well Station 4 is a concrete block structure with a flat roof. Photos of the existing well stations are included in Appendix B.

Does the project include new construction? If so, describe (attach plans and elevations if necessary).

Yes, the project includes a construction of a new water treatment plant, to be located between the two groundwater wells. The building will be a 4,421 square foot, pre-engineered metal structure. Refer to the permitting design plans in Attachment C for additional information.

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A (continued)

To the best of your knowledge, are any historic or archaeological properties known to exist within the project's area of potential impact? If so, specify.

No, based on an investigation using MACRIS and MassGIS Oliver, there are no historical or archeological properties known to exist within the project's area of potential impact.

What is the total acreage of the project area?

Woodland	20.57	acres	Productive Resources:
Wetland	5.07	acres	Agriculture _____ acres
Floodplain	8.72	acres	Forestry _____ acres
Open space		acres	Mining/Extraction _____ acres
Developed	1.25	acres	Total Project Acreage <u>21.82</u> acres

What is the acreage of the proposed new construction? 1.10 acres

What is the present land use of the project area?

The project area is a Town-owned parcel designated for water supply land use. Two well station buildings that house groundwater wells currently sit on the site.

Please attach a copy of the section of the USGS quadrangle map which clearly marks the project location.

Wells 3 & 4 Water Treatment Plant Project USGS quadrangle map is provided in Appendix D.

This Project Notification Form has been submitted to the MHC in compliance with 950 CMR 71.00.

Signature of Person submitting this form:  Date: 10/27/2020

Name: Eric Kelley, P.E., Project Manager

Address: 18 Commerce Way

City/Town/Zip: Woburn, MA 01801

Telephone: 781-281-2542

REGULATORY AUTHORITY

950 CMR 71.00: M.G.L. c. 9, §§ 26-27C as amended by St. 1988, c. 254.

ATTACHMENT B

Existing Conditions Photos

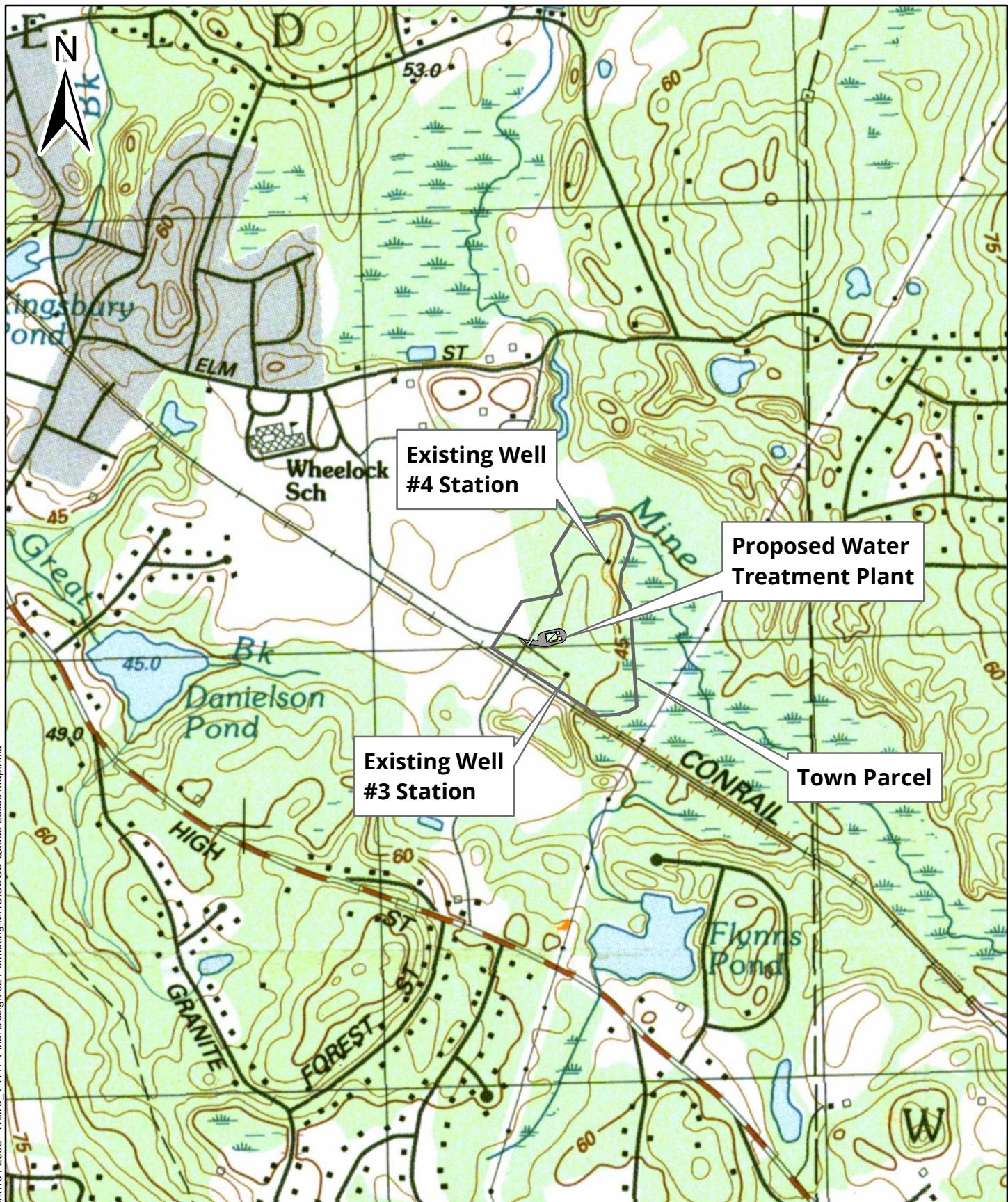
Existing Well #3 Station

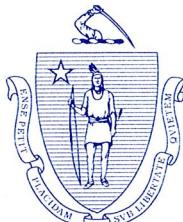


Existing Well #4 Station



ATTACHMENT D
USGS Quadrangle Map





November 30, 2020

The Commonwealth of Massachusetts

Maurice Goulet

Director of Public Works

Town of Medfield Water and Sewer DIVISION

Town House

459 Main Street

Medfield, MA 02052

William Francis Galvin, Secretary of the Commonwealth

Massachusetts Historical Commission

RE: Wells 3 & 4 Water Treatment Plant, 43 Elm Street, Medfield, MA. MHC #RC.68914. EEA #16293

Dear Mr. Goulet:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the Project Notification Form (PNF) and Environmental Notification Form (ENF), prepared and submitted by Environmental Partners, for the project referenced above. The project includes construction of a water treatment plant, well replacement, and improvements to existing well stations at the property referenced above in Medfield.

Because the project is proposed to use State Revolving Fund funding administered by the Massachusetts Department of Environmental Protection (DEP), the MHC will review the project pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800) in consultation with the DEP.

Review of the Inventory of Historic and Archaeological Assets of the Commonwealth indicates that multiple ancient Native American archaeological sites are recorded in proximity to the project impact area. Project impact areas that may have been minimally disturbed are archaeologically sensitive. This archaeological sensitivity is primarily due to proximity to recorded archaeological sites and environmental setting, with level, sandy, well-drained soils in proximity to the wetlands and water resources of Mine Brook, favorable for ancient and historical period land use and occupation.

The MHC requests that an intensive (locational) survey (950 CMR 70) be conducted for archaeologically sensitive portions of the project. The goal of the investigation is to identify archaeological resources within the project impact area. The results of survey will be used in consultation in order to avoid, minimize, or mitigate adverse effects to identified significant archaeological resources. The archaeological survey is conducted under a State Archaeologists Permit (950 CMR 70) and an application should be submitted to the MHC by a professional archaeological consulting firm with previous experience in this region of Massachusetts.

These comments are offered to assist in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800), and Massachusetts General Laws, Chapter 9, Sections 26-27C (950 CMR 70-71). If you have questions or require additional information, please contact Jonathan K. Patton at this office.

Sincerely,

Brona Simon

Brona Simon

State Historic Preservation Officer

Executive Director

State Archaeologist

Massachusetts Historical Commission

xc: Maria Pinaud, DEP-SRF
Secretary Kathleen A. Theoharides, EEA, Attn: Eva Murray, MEPA Unit
Bettina Washington, Wampanoag Tribe of Gay Head (Aquinnah)
David Weeden, Mashpee Wampanoag Tribe
Medfield Historical Commission
Eric A. Kelley, Environmental Partners

220 Morrissey Boulevard, Boston, Massachusetts 02125

(617) 727-8470 • Fax: (617) 727-5128

www.sec.state.ma.us/mhc