



Nicholas Milano <nmilano@medfield.net>

Fwd: Transfer Station use for HS Fundraiser

Nicholas Milano <nmilano@medfield.net>
Draft To: Maurice Goulet <mgoulet@medfield.net>

Thu, Jan 14, 2021 at 4:09 PM

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

From: Emma Bannister [REDACTED]
Date: Mon, Jan 11, 2021 at 4:59 PM
Subject: Transfer Station use for HS Fundraiser
To: <dcimeno@medfield.net>

Hi Ms. Cimeno,

My name is Emma Bannister and I am currently a junior at Medfield High School. As a class fundraiser, the class officers and I are holding a can collection at the end of January and February. We are wondering if we might be able to use the swap area of the transfer station to collect empty cans and bottles from people dropping off their trash. If it is available January 27th, 29th, and 30th, please let me know! If not, I would love to choose three more dates for January. If the swap area is also available February 24th, 26th, 27th, that would be great :)

Thank you,
Emma Bannister

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--
Maurice G. Goulet

Director of Public Works
Medfield, Massachusetts

Department of Public Works

55 North Meadows Road
Medfield, MA 02052
(508) 906-3003 office
(508) 359-4050 fax
mgoulet@medfield.net
www.town.medfield.net

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MEDFIELD FIRE DEPARTMENT

MEMORANDUM

Date	December 03, 2020
To:	Board of Selectmen
From:	William C. Carrico II, Chief of Department <i>WCC</i>
CC:	Kristine Trieweiler, Town Administrator
Subject:	FY21 Operational Staffing Update

The report below describes the current Medfield Fire staffing model and the impact of residency on responding to emergencies. It highlights the importance of maintaining a larger on-call firefighting/EMT force and enforcing strict training standards to ensure the safety of the responders and our residents.

Staffing

The departments staffing model consist of thirteen fulltime members and eleven on-call firefighters. The fulltime staff has eight paramedics and six EMT's. The on-call staff has three active EMT's and eight first responders. There are two EMT's on the on-call force that do not want to participate in ambulance operations. Since my arrival, the second ambulance which previously was a mechanical spare only, was placed into service as an operational ambulance. Again, before my arrival, we did not tone out or staff second medicals with Medfield staff.

Our current operational staffing level has an officer, EMT, and a paramedic on each of the four shifts at a minimum. We do not fill the first member absent and drop to two members. We always maintain a minimum of an EMT and Paramedic on each shift. There is a significant increase in department efficiency by having the third member on duty, specifically in emergency response to second medicals and additional fire calls after the 1st ambulance is transporting.

The on-call staffing has dropped from fifteen members in FY19 to eleven in FY21. The change includes two resignations, one termination, and one retirement. We have one on-call member out on sick leave and one other on administrative leave.

In January 2020, we did advertise for a replacement of Lt. John Monahan who retired in May 2020. We also advertised for on-call firefighters and more specifically on-call EMT's. We received 22 applications for on-call firefighter. Seventeen of those applications the applicant lived too far away to be an on-call firefighter, one couldn't complete the application, two cannot pass the background check, and two are currently waiting to complete the EMT program. I am concerned that there are not enough qualified candidates locally to meet the needs of the department.

In October 2020, I reached out to the surrounding towns that have on-call firefighters (Millis, Sherborn, and Dover) and asked if any of their members would consider dual membership and apply to Medfield. I did specify that I was interested in members who currently have national certification NFPA firefighter 1-2 training and are EMT's (this eliminate us from having to pay for training). I did receive one applicant from Dover who has been to the Call-Volunteer Academy and certified to firefighter 1-2 and is an EMT. Ted Reimann completed his pre-employment requirements and was officially hired on November 23. I have not received any other applicants or inquiries from the other communities.

Response

The department operation depends on the use of on-call firefighters to effectively respond to emergencies when there is a need for more than three members to mitigate the incident or when the full time staff is committed to other calls. When we were hiring paramedics we specifically needed experience to make the ALS program successful, but we sacrificed residency for that experience. The excel sheet below represents the three year response performance of all of our firefighters. Fulltime firefighters are in red and on-call firefighters are in black. As you can see, all but two of the fulltime on shift staff live local and can contribute to recall activities. We have had several full-time firefighters move away from the area as they could no longer afford living locally. We are dependent on the on-call staff to respond. From July 01, 2018 to November 23, 2020, we have had 549 emergency recalls in which we called back all of our staff. A majority of the fulltime attendance has been when calls come in close to shift change.

3 Year Response Performance

3 year performance	Responses	Recalls	%	Residence	Current Status
ANDEXLER*	15	549	2.7%	Spencer	
BENNOTTI	30	549	5.5%	Norfolk	

BOND	231	549	42.1%	Medfield	
BONFILIO	187	549	34.1%	?	Admin Leave
BROOKS	43	549	7.8%	Wrentham	
CALLOW	346	549	63.0%	Medfield	
CRONIN	91	549	16.6%	Medfield	
DARLING*	6	549	1.1%	Rehoboth	
DEKING	7	549	1.3%	Franklin	
DONAHUE	14	549	2.6%	Marion	
DONOVAN	142	549	25.9%	Medfield	Out Sick
GORMAN	115	549	20.9%	Medfield	
GUINDON	122	549	22.2%	Medfield	
HARMON	38	549	6.9%	Falmouth	
KINGSBURY	50	549	9.1%	Medfield	
KRAUS	317	549	57.7%	Medfield	
LAPLANTE.R	329	549	59.9%	Medfield	
LITTMANN*	3	549	0.5%	Revere	
MANGANELLO	31	549	5.6%	Medfield	
O'TOOLE	425	549	77.4%	Medfield	
REIMANN***				Dover	New Hire
REINEMANN**	11	308	3.6%	Dover	New Hire
SHANAHAN*	3	549	0.5%	Weymouth	
SYRETT*	11	549	2.0%	Attleboro	Admin Leave

*Hired Sept to Nov 2018

**Hired May 2020

***Hired November 2020

The FY21, responses to request for recalls clearly shows how residency effects response. We have consistently been relying on five call firefighters who respond back. Future additions have to live within 5 miles of the department.

FY21 Response Performance

Residence	Last Name	07-01-2020 to 11-23-2020			
		Responses	Recalls	%	Status
Spencer	ANDEXLER*	2	90	4%	
Norfolk	BENNOTTI	1	90	2%	
Medfield	BOND	36	90	40%	
?	BONFILIO	0	90	0%	Admin Leave
Wrentham	BROOKS	0	90	0%	

Medfield	CALLOW	46	90	60%	
Medfield	CRONIN	10	90	9%	
Rehoboth	DARLING*	0	90	0%	
Franklin	DEKING	0	90	0%	
Marion	DONAHUE	4	90	7%	
Medfield	DONOVAN	0	90	0%	Sick Leave
Medfield	GORMAN	9	90	9%	
Medfield	GUINDON	8	90	12%	
Falmouth	HARMON	0	90	0%	
Medfield	KINGSBURY	3	90	2%	
Medfield	KRAUS	68	90	74%	
Medfield	LAPLANTE.R	44	90	60%	
Revere	LITTMANN*	0	90	0%	
Medfield	MANGANELLO	0	90	0%	
Medfield	O'TOOLE	77	90	81%	
Dover	REIMANN***				New Hire
Dover	REINEMANN**	10	90	14%	New Hire
Weymouth	SHANAHAN*	0	90	0%	
Attleboro	SYRETT*	0	90	0%	Admin Leave

*Hired Sept to Nov 2018

**Hired May 2020

***Hired November 2020

Staffing Solutions

The department needs to maintain enough on-call staff be able to handle second medicals and/or be able to effectively respond to a building fire and other incidents with enough staff to start initial operations in accordance with national staffing models, NFPA 1720. As I stated in 2018, the department needs approximately twenty-five on-call members to effectively handle our recall volume and to operate efficiently. All new on-call FF hires will need to be a minimum of an EMT if possible.

My recommendation is to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant to hire ten additional on-call firefighters. The SAFER grant allows for departments to use the grant to hire and train on-call firefighters. The SAER grant will be available in March 2021. Once again, I am concerned that we will not be able to find enough qualified candidates.

All of the cost associated with the hiring would be covered by the Grant. The cost of hiring each firefighter is approximately \$10,600. The breakdown below is estimated:

Entry Level Physicals = \$450

Physical Agility Test = \$150

One full set of Structural Fire Gear = \$3,000

260 hours of NFPA FF 1-2 Certification program = \$7,000

In the old days we brought new members onboard and training was limited and in-house. We did not offer or pay for certification training and relied on on-the-job experience. Not training firefighters to the NFPA 1001 - Standard for Fire Fighter Professional Qualifications opens the town to significant liability if the members is hurt while on duty. Structured training to a nationally recognized certification standard provides a firefighter with the minimum qualifications to perform the job of a firefighter safely and efficiently and ensures the firefighter knows and understands the minimum job performance requirements.

Budget Impact

The last several years FEMA DHS has funded the SAFER Grant fully for three years. The Notice of Funding Opportunity (NOFO) specifies the grant requirements and will have to be reviewed prior to the application period to ensure the terms are acceptable. The long-term impact to hiring ten additional on-call firefighters is an additional \$34,275.15 which would be needed in the fire department budget for monthly training and emergency response. This number is based on hiring new members at the bottom step.

Fire Cadet Program

At the beginning of November, we resumed the Fire Cadet Program while sticking to CDC guidelines for social distancing and mask wearing. The fire cadet program is designed to expose high school students to the fire service in the hope they will join the organization after high school. We first started the program in February 2020 and it ran for six weeks before being shut down by the COVID pandemic. The first class consisted of one eleventh grader and one senior. The senior had no interest in pursuing a career in the fire service and moved onto college. The second candidate returned in November.

Our two Fire Cadets are HS Senior Liam Frazier and 10th Grader Jack St. Mary. Both fire cadets are interest in becoming firefighters and have stated interest in pursuing their EMT as soon as practicable. In Massachusetts, you have to be 18 years of age to be an EMT, but can start an EMT program while 17 years of age. To be an on-call firefighter you have to be 18 years of age.

Town of Medfield

Contract Cover Sheet

Department: DPW / Conservation Commission

Department Head: Maurice Goulet

Contractor: Pare Corporation

Contract Amount \$38,895.00

Description of contract services:

Development of conceptual repair designs and alternative options for the Danielson Mill Pond Dam

Contract funding source:

Article 17 from the 2019 Annual Town Meeting: \$90,000 to address Danielson Mill Pond Dam. \$64,529 currently available.

Contract term:

Through December 31, 2021

Does this replace an existing contract?

No, this is the next phase of determining the long-term repair and alternative options for the Danielson Mill Pond Dam

Has Town Counsel reviewed and approved the contract documents?

Yes

No

If Town Counsel has not yet approved the contract, identify outstanding issues here:



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: DANIELSON POND DAM EVALUATIONS & CONCEPTUAL DESIGN

CONTRACT # DPW 2021-02

STATE CONTRACT # (if applicable) _____

This Contract is made this 19th day of January 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Pare Corporation, of 10 Lincoln Road, Suite 210, Foxboro, MA 02035 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works for a conceptual design for Danielson Pond Dam repair/reconstruction, hereinafter referred to as "Program"; and

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

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

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

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, January 19, 2021 to December 31, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay thirty-eight thousand, eight hundred ninety-five dollars (\$38,895.00) for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Dam repair/construction projects.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating

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

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

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

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

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

15. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Pare Corporation, of 10 Lincoln Road, Suite 210, Foxboro, MA 02035 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract

shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

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



Engineers | Scientists | Planners

PARECORP.COM



October 26, 2020

Maurice Goulet
Superintendent of Public Works
55 North Meadows Road
Medfield, MA 02052
mgoulet@medfield.net

**Re: Danielson Mill Dam
Evaluations & Conceptual Design
Medfield, Massachusetts**
(PARE Proposal No. MP097.18)

Dear Mr. Goulet:

In response to your request, Pare Corporation (Pare) is pleased to provide the Town of Medfield, Massachusetts (Client) with this Technical Proposal for the completion of evaluations and development of conceptual repair designs for the Danielson Mill Dam. This proposal is subject to the attached Terms and Conditions, which are an integral part of this proposal.

The proposed work will be in accordance with current state dam safety regulations (302 CMR 10.00 and M.G.L. Chapter 253).

SCOPE OF WORK (Basic Services)

The following scope of work presents the anticipated effort to undertake the proposed evaluations and designs.

Task 100: Project Kickoff & Data Collection

Pare's Project Team will attend a kick off meeting with the Town to initiate the project and to discuss the project components and pertinent project information. Based upon past experience, Pare has found that this type of meeting is invaluable for establishing project expectations and to understand the Town's ultimate goals for the site.



As part of the kickoff meeting, Pare will work with the Town to develop a project implementation schedule. Upon establishing a project schedule, Pare will submit the schedule and scope of work to ODS for approval and request appropriate revisions to the deadlines as provided for within the Dam Safety Order.

Wetland Delineation and Report: Pare will review available data and will delineate the regulated resource areas anticipated to be affected by the dam repairs. The delineations will be performed in accordance with the current delineation criteria set forth in the Regulations of the Massachusetts Wetlands Protection Act and will

▼

10 LINCOLN ROAD, SUITE 210 FOXBORO, MA 02035

T 508.543.1755 F 508.543.1881

8 BLACKSTONE VALLEY PLACE LINCOLN, RI 02865

T 401.334.4100 F 401.334.4108



be consistent with the Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0). Based on our current understanding of the project area, the resource areas to be delineated are expected to include the Banks of the pond and the downstream river, and Bordering Vegetated Wetlands (BVW) in the vicinity of the dam. Pare will locate wetland flags using a handheld GPS unit with sub-meter accuracy. The limits of 100-year floodplain (Bordering Land Subject to Flooding) will be determined based on Federal Emergency Management Agency (FEMA) flood data. Pare will document the wetland delineation in a letter report that will include a description of the site and wetlands, a site location map on USGS base, an annotated aerial photograph, a copy of the FEMA Flood Insurance Rate Map, ground level photographs, and ACOE wetland delineation forms. The wetland delineation report will be suitable for use in permitting documents.

Topographic/Bathymetric Survey: Pare understands that the Town has coordinated with the Norfolk County Surveyors to prepare topographic survey of the dam and surrounding area. Pare will receive survey drawings from Norfolk County and incorporate bathymetric data to support development of an existing conditions plan to facilitate development of construction documents.

The plan will be incorporated into a Conceptual Design Report (CDR) and will be the base drawing used to develop the drawings for the report. All drawings will be completed in AutoCAD Civil3D. Drawing will be provided to the Town in both PDF and AutoCAD format.

Subsurface Exploration Program: Pare will complete a subsurface exploration program consisting of up to three borings advanced to 15 feet below the base of the embankment (30 feet maximum below the dam crest) with continuous sampling performed through the embankment fills and at 5 foot intervals thereafter. The borings will be completed through subcontract by a drilling contractor licensed to drill in Massachusetts and experienced in the exploration of earthen dam embankments. The following table summarizes the intent of the each boring:

Boring	Location	Depth	Purpose
B-1	Dam crest left of the spillway	30 feet or less	Embankment and foundation soils; Phreatic surface; consistency
B-2	Upstream edge of dam crest right of the spillway	30 feet or less	Embankment and foundation soils; Phreatic surface
B-3	Downstream edge of the dam crest right of the spillway	30 feet or less	Embankment and foundation soils; Phreatic surface

One of the borings will be converted to a groundwater observation well to provide a means by which to monitor the level of the phreatic surface within the embankment. The remaining borings will be grouted upon completion. The subsurface exploration is anticipated to require one day to complete; should conditions encountered during the advancement of the explorations limit production, the program will be field modified to collect data in support of the embankment evaluations while maintaining the proposed schedule.

Pare will provide a field engineer to classify the samples retrieved during the sampling procedures, and to generally coordinate the subsurface exploration program. Pare will prepare typed logs of the test borings for incorporation into the evaluation report.

Pare will evaluate the data of the subsurface explorations and identify issues that may suggest instability of the embankment or structures. Data collected as part of the investigations will be incorporated into the report and



will be utilized in the development seepage and stability analysis as well as the alternatives for improvements to the dam.

A track mounted drill rig is anticipated to be used by the drilling subcontractor to limit pressure applied to the concrete slab spanning the spillway; planking will also be provided to further distribute loading. Access to the dam will be via the existing gravel roadway on the left abutment.

Task 200: Seepage & Stability Analyses

Based upon the data collected during the site investigations and survey tasks, combined with cross sectional information for the dam obtained from the survey, a stability analysis will be completed for the dam utilizing GeoStudio software suite. This evaluation will assess the long-term stability of the embankment, need for improvements to the embankment cross sections, and expected performance under the required loading condition. Modeled properties, application assumptions, and findings will be detailed in the final report. If deficient conditions are identified, a minimum of two repair alternatives will be conceptually identified and reviewed to address the noted deficiencies.

Slope Stability Analysis: As part of the stability analysis, Pare will develop soil properties for each of the strata identified as part of the subsurface exploration program. Soil properties will be based upon published technical references and soil gradations determined through sieve analyses of samples collected during the exploration program. Based upon results of subsurface explorations, Pare will analyze the embankment stability in accordance with 302 CMR 10.14(9)(b). Loading cases will include steady state maximum pool, steady state normal pool, rapid drawdown, and earthquake loading. One cross section which represents the critical external slope geometry will be identified for evaluation for each the upstream and downstream slope. This cross section will likely be a combination of the critical embankment sections right of the spillway.

Seepage: Pare will evaluate the embankment performance in relation to seepage at the dam through the use of finite element analysis in GeoStudio Seep/W software. An understanding of the seepage characteristic of the embankment is critical to evaluation of the embankment. The analysis will be based on embankment and foundation soils information collected as part of the subsurface exploration program, records of the phreatic surface including those anticipated to occur under maximum pool conditions, and the embankment geometry determined through survey and existing data. The model will be calibrated by taking into account available seepage data. One cross section at the apparent critical external geometry of the embankment will be identified for evaluation. This cross section will likely be a combination of the critical embankment sections right of the spillway.

The analyses will be completed using steady state conditions (i.e. steady maximum pool, instantaneous drawdown) as these conditions are conservative.

Stability Analysis of Existing Structures: Based upon visual observations, the spillway walls do not appear to be stable; as such, remedial measures to stabilize the walls will be required. Design of this type of improvement would be incorporated into final design phases of the work. As such, for the purposes of this evaluation, Pare will presume that the walls are not stable. Pare will develop conceptual alternatives for addressing the apparent stability concerns.



Task 300: Hydrologic & Hydraulic Analyses

Pare will utilize H&H models completed as part of the hazard potential assessment to develop conceptual spillway geometries as required to accommodate the spillway design flood event. It is anticipated that the spillway will be designed to accommodate the SDF with no operations required; however, the spillway is also anticipated to include stop logs and/or a gate to support implementation of seasonal drawdowns of the pond if desired by the Owner.

Task 400: Conceptual Design Report (CDR)

Based upon the information collected and the findings of the evaluations described above, Pare will identify areas of the existing dam and appurtenant structure that require repairs to meet current state dam safety regulations and general dam safety practices. Pare will develop up to three alternatives for each deficiency identified, as appropriate. Each alternative developed will include the following:

- Drawings that identify and conceptually present the scope of the repairs.
- Anticipated opinions of probable design, permitting, and construction costs
- Advantages and disadvantages, as appropriate.

Information developed as part of the alternative analyses will be incorporated into the SDR report.

Pare will prepare a draft CDR that details each of the evaluations described above. A detailed executive summary will be provided which summarizes each analysis and the recommended method of repair.

The report will include the results of the evaluations and investigations and will also include, as appendices, computer model summaries, plans including locus, aerial, drainage area, existing conditions, the developed alternatives for repair, and detailed opinions of probable cost for each alternative developed.

Pare will provide a draft of the report in PDF format to the Town for discussions purposes. Subsequent to issuance of the draft report, Pare will meet with the Town to review our findings, answer questions that the Town may have regarding the findings of the report, and arrive at a consensus for the recommendation repair approach.

A PDF copy and two paper copies of the final report will be provided to the Owner. Additional copies as required will be prepared for submission to MADCR Office of Dam Safety at the request of the Owner. The final PDF will be bookmarked to facilitate simplified navigation through the document.

Task 500: Follow Up Inspections

As indicated in the Dam Safety Order, the Town is required to complete follow up inspections at the dam every six months until repairs are implemented to address the noted deficiencies resulting in the Poor condition rating. Pare is currently under contract to complete a follow up inspection in December 2020; the proposed inspections included within this proposal are those required through calendar year 2021.

During this task, Pare will assess the condition of the dam and regulating structure(s). The condition of the structure will be reviewed by means of an on the ground inspection of the dam and its appurtenant structures. The assessment will be visual in nature and will include accessible portions of the upstream slope, crest,



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downstream slope, abutments, downstream area, and spillway. Should evidence of piping, discontinuity or blockage within drains or conduits be observed, recommendations for warranted further evaluations will be provided.

The work will be overseen by a registered professional engineer with a minimum of 5 years of experience in dam engineering. During the course of the field effort, digital photographs of specific deficiencies, as well as photographs of general alignments and configurations will be obtained for record and comparison to existing photographs. Photographs will include a scaled reference, when appropriate, and will be included on a site sketch depicting the approximate location and direction of the photograph.

Field work will be performed during near normal pool elevations. Lowering or draining of the impoundment prior to inspection removes the normal load on the structure and may obscure certain conditions that might otherwise be detectable if inspected under the normal operating environment of the structure.

Pare will prepare a letter report summarizing the findings of the assessment utilizing the format provided by MADCR. Upon completion of the report, Pare will provide the dam owner with a review copy. Upon authorization by the Owner, Pare will forward a final copy, sealed by a professional engineer registered in Massachusetts, to the Office of Dam Safety in the format and numbers as required per the dam safety order.

The follow up inspection will be completed in June 2021 and December 2021.

ACTIVITIES NOT INCLUDED IN THIS PROPOSAL

The following activities are not included as part of this proposal. Should it be determined that these activities are necessary; Pare can undertake these activities as additional services through a contract addendum.

- Underwater Inspections
- Operations and Maintenance Manual preparation
- Final Design and Permitting
- Bid Phase Services
- Construction Administration / Observation

TASKS TO BE PERFORMED BY THE CLIENT

During the inspection, some information and tasks will need to be provided or performed by the Client. This includes the following:

1. Providing access to all areas of the dam.
2. Copies of any previous reports, inspections, or other historical information regarding the dam.
3. Coordinate of final survey plan from Norfolk County
4. Records of water levels and instrument readings, if any.

BASIS OF CHARGES AND CONDITIONS OF ENGAGEMENT

Town of Medfield (herein also referred to as "Client") shall pay Pare for Basic Services rendered as described above accrued time and expenses.



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Rates for personnel categories and for reimbursable expenses are shown on the attached Schedule of Fees. The conditions of engagement are detailed in the attached Statement of Terms and Conditions (Exhibit B), which is an integral part of this proposal.

Invoices for services rendered and expenses incurred will be processed through the last Friday of each month and are due and payable upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a one and one-half percent (1.5%) per month interest charge. In addition, for contracts more than thirty days in arrears for payment, Pare may, with seven days written notice, suspend services.

Pare reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a ninety (90) day period.

PERIOD OF SERVICE

The time period for performance of the services set forth in the Scope of Services shall be 300 days from receipt of a signed contract/notice to proceed.

Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.

ANTICIPATED CHARGES

Based upon the defined scope of work presented above, Pare anticipates completing the Scope of Services described above for the estimated fee of **\$38,895**, broken down as indicated in the following table:

Task	Professional Services	Reimbursable Expenses	Total
100: Data Collection & Kickoff Meeting	\$ 12,750.00	\$ 80.00	\$ 12,830.00
Survey Subcontract	\$ -	\$ -	\$ -
Drilling Subcontract	\$ -	\$ 4,400.00	\$ 4,400.00
200: Seepage & Stability Analysis	\$ 6,495.00	\$ -	\$ 6,495.00
300: H&H Analysis	\$ 2,250.00	\$ -	\$ 2,250.00
400: Design Basis Report	\$ 10,230.00	\$ -	\$ 10,230.00
500: 2021 Follow Up Inspections	\$ 2,620.00	\$ 70.00	\$ 2,690.00
Totals	\$ 34,345.00	\$ 4,550.00	\$ 38,895.00

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized that unforeseen conditions, which become evident during the course of the studies, may alter or increase the effort required. You will be notified of any changes requiring an increase in budget, and we will not exceed the recommended budget without your prior approval.

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Thank you for the opportunity to submit this proposal. We look forward to providing you with dam engineering services to meet your needs in completing the required dam safety evaluations in accordance with 310 CMR 10.00 Commonwealth of Massachusetts Dam Safety Regulations. If you have any questions, please do not hesitate to call us at 508.543.1755.

Sincerely,

PARE CORPORATION



Allen R. Orsi, P.E.

Vice President

Enclosures:

Schedule of Fees

Statement of Terms and Conditions

This Proposal for Services and Statement of Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the Town of Medfield.

TOWN OF MEDFIELD

By: _____

Title: _____

Typed Name

Date

SCHEDULE OF FEES

For Proposal for Services, dated October 26, 2020
(Pare Proposal No. MP097.18)

LABOR:

Engineer I	\$ 110.00/Hour
Engineer II	\$ 125.00/Hour
Project Engineer	\$ 150.00/Hour
Senior Project Engineer	\$ 175.00/Hour
Managing Engineer	\$ 190.00/Hour
 Principals & Officers	 \$ 225.00/Hour
 Environmental Scientist	 \$ 90.00/Hour
Senior Environmental Scientist	\$ 120.00/Hour
Principal Environmental Scientist	\$ 155.00/Hour
 Resident Project Representative	 \$ 100.00/Hour
Senior Resident Project Representative	\$ 125.00/Hour
 CADD Operator	 \$ 100.00/Hour
Senior CADD Operator/Designer	\$ 115.00/Hour
 Engineering Technician	 \$ 100.00/Hour
Senior Engineering Technician	\$ 115.00/Hour
 Clerical/Office Personnel	 \$ 75.00/Hour

REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.575/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy
Outside Services and Out-of-Pocket Expenses	Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates.

Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.





STATEMENT OF TERMS AND CONDITIONS

Attached to and made a part of the Agreement for Professional Services dated October 26, 2020, by and between the Town of Medfield and Pare Corporation, (Pare) in respect of the Danielson Mill Dam – Evaluations & Conceptual Design – Medfield, MA project described therein.

SECTION 1. SERVICES TO BE PROVIDED

1.1 Pare hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.

1.2 This Agreement, once executed, will become effective upon Pare's receipt of written authorization to proceed. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.

1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by Pare of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by Pare and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, Pare shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.

1.4 If CLIENT authorizes changes in the scope, extent, or character of the PROJECT, then the time for completion of Pare's services, and the rates and amounts of Pare's compensation shall be adjusted equitably.

1.5 If Pare's services include the performance of any services during the construction phase of the Project,

a. it is understood that the purpose of any such services (including any visits to the site) will be to enable Pare to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide Client with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Neither the professional activities of Pare, nor the presence of Pare or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Pare personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in Client's agreement with the General Contractor. Client also agrees that Client, Pare and Pare's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.



b. (*Shop Drawing Review*) it is understood that Pare shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Pare's review shall be conducted with reasonable promptness while allowing sufficient time in Pare's judgment to permit adequate review. Review of a specific item shall not indicate that Pare has reviewed the entire assembly of which the item is a component. Pare shall not be responsible for any deviations from the Construction Documents not brought to the attention of Pare in writing by the Contractor. Pare shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

c. it is understood that providing a Resident Project Representative (RPR) is a separately defined service in addition to those described above and that the use of a RPR is to assist in providing a more extensive observation of the Contractor's work. If RPR services are to be provided, compensation shall be as set forth in Exhibit C, Compensation for RPR, and the Duties, Responsibilities, and Authority of the RPR shall be as set forth in Exhibit D. The furnishing of such RPR services will not limit, extend, or modify Pare's responsibilities or authority except as expressly set forth in Exhibit C and Exhibit D.

SECTION 2. BILLING AND PAYMENT

2.1 Client agrees to pay Pare in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by Pare to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon Pare's estimate of the proportion of the total services actually completed at the time of billing.

2.2 All invoices shall be paid in full prior to the filing by Pare of any documents with a governmental agency having jurisdiction over this Project.

2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid.

2.4 If Client fails to make any payment due Pare for services and expenses within thirty (30) days after the invoice date of Pare's statement therefor, the amounts due Pare shall include an interest charge at the rate of one and one-half percent (1.5%) per month from said thirtieth day, and in addition, Pare may, after giving seven (7) days written notice to Client, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. Unless Pare receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Payments on account will be credited first to interest and then to principal. In the event of a suspension of services, Pare shall have no liability to Client for delay or damage caused Client because of such suspension of services.

2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay Pare the full amount for all services rendered by Pare to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and



attendant attorneys' fees and costs of collection. No failure by Pare to exercise any right hereunder shall operate as a waiver nor preclude Pare from exercising any other right.

2.6 If Client fails to make payment to Pare in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Pare.

2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, Pare shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Pare in connection therewith and, in addition, the reasonable value of Pare's time and expenses spent in connection with such collection action, computed at Pare's prevailing fee schedule and expense policies.

2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

2.9 Payment of invoices to Pare is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

SECTION 3. ADDITIONAL SERVICES

3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by Pare, or obtained from others by Pare, if requested in writing by Client. Client shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.

3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by Pare. Client shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the completion of the authorized Additional Services. Pare reviews its Schedule of Fees annually and reserves the right to adjust its schedule accordingly.

SECTION 4. REIMBURSABLE EXPENSES

4.1 Normal reimbursable expenses are in addition to the fee for services. Internal expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.1 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals and lodging; printing, copying and handling of documents; computer charges including computer-aided design; film and processing; telephone calls and other communications charges; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

SECTION 5. CLIENT'S RESPONSIBILITIES

5.1 Pare shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to Pare all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Client's consultants and contractors, and Pare shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Pare to assure



the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information Client is providing.

5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to Pare's submissions; and shall give prompt written notice to Pare whenever he observes or otherwise becomes aware of any defect in the work.

5.3 Client shall arrange for access to and make all provisions for Pare to enter upon public and private property as required for Pare to perform his services.

5.4 Client acknowledges that invoices must be kept current for services to continue. If Client fails to pay any invoice due to Pare within 30 days of the date of the invoice, Pare may, without waiving any other claim or right against Client, suspend services under this Agreement until Pare has been paid in full all amounts due Pare and/or any of its Consultants and Subcontractors (See Paragraph 2.4). Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current. Client acknowledges Pare's right to suspend services and withhold plans and documents, as provided above if payments are not current. If services are suspended for 30 days or longer, upon resuming services Pare shall be entitled to payment for expenses incurred in the interruption and resumption of services. If services are suspended for 90 days or longer, Pare shall be entitled to payment for expenses incurred in the interruption and resumption of its services, and fees for remaining services shall be equitably adjusted.

SECTION 6. INSURANCE

6.1 Pare is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. We will furnish information and certificates upon request.

SECTION 7. STANDARD OF CARE

7.1 Services provided by Pare under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality.

SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media prepared or furnished by Pare under this Agreement are instruments of service in respect to this Project, and Pare shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Pare) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by Pare or one of its Consultants.

8.2 A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any



conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

8.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

8.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.

8.5 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Pare grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Pare, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Pare; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Pare, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Pare or to Pare's Consultants; (3) Client shall indemnify and hold harmless Pare and Pare's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Pare; (4) such limited license to Client shall not create any rights in third parties.

8.6 If Pare at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Pare at rates or in an amount to be agreed upon by Client and Pare.

SECTION 9. OPINIONS OF PROBABLE COST

9.1 Since Pare has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Pare cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by him. Similarly, since Pare has no control over building operation and/or maintenance costs, Pare cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by Pare.



SECTION 10. CERTIFICATIONS

10.1 Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Pare. Pare shall not be required to sign any documents, no matter by whom requested, that would result in Pare having to certify, guaranty or warrant the existence of conditions whose existence Pare cannot ascertain. Any certification provided by Pare shall be so provided based on Pare's knowledge, information and belief subject to the preceding sentence, and shall be given in Pare's professional opinion consistence with the Standard of Care. Pare shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

10.2 The proposed language of any such certificates, affidavits or certifications requested of Pare or Pare's consultants shall be submitted to Pare for review and approval at least fourteen (14) days prior to expected execution.

SECTION 11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Client agrees to limit Pare's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Pare's performance of its services, such that the total aggregate liability of Pare for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Pare's services on the Project, shall not exceed \$50,000 or Pare's total fee for services rendered on the Project, whichever is greater.

11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or Pare, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE

12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay Pare 3.20 times Direct Labor Costs for all its trouble-shooting work due to Contractor's inability to achieve satisfactory operation. Client shall hold harmless, defend and indemnify Pare, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of Client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of Pare, or its consultants, due to the sole negligence of Pare, or its consultants.

SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

13.1 In consideration of the substantial risks to Pare involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless Pare and its consultants, agents and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the



performance of any services by Pare, or claims against Pare related to, involving or arising out of hazardous waste, asbestos or other contaminants.

SECTION 14. INDEMNIFICATION

14.1 Pare agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Pare's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Pare is legally liable.

14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Pare, its officers, directors, employees and subconsultants (collectively, Pare) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

14.3 Neither the Client nor Pare shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 15. SUSPENSION OF SERVICES

15.1 If the Project is suspended by Client, or the services are suspended by Pare in accordance with Paragraph 2.4 and/or Paragraph 5.4 of this Agreement for more than thirty (30) calendar days in the aggregate, Pare shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by Pare of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, Pare may, at his or her option, terminate this Agreement upon giving notice in writing to Client.

SECTION 16. DISPUTE RESOLUTION

16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.



16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of competent jurisdiction.

SECTION 17. TERMINATION

17.1 Either Client or Pare may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Pare for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

SECTION 18. TITLES

18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

SECTION 19. GOVERNING LAW

19.1 The laws of the Commonwealth of Massachusetts will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

SECTION 20. INTEGRATION

20.1 This Agreement comprises the final and complete agreement between Client and Pare. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and Pare.

SECTION 21. SEVERABILITY AND SURVIVAL

21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Pare shall survive the completion of the services hereunder and the termination of this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

22.1 Client and Pare each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

22.2 Neither Client nor Pare shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility



under this Agreement. Nothing contained in this paragraph shall prevent Pare from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

22.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Pare.

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

(END)

Town of Medfield

Contract Cover Sheet

Department: DPW - Water Division

Department Head: Maurice Goulet

Contractor: E.H. Wachs Co.

Contract Amount \$73,781.54

Description of contract services:

Purchase of VMT Single Turner Valve Maintenance Trailer and associated equipment.

Purchasing through the BuyBoard Cooperative Purchasing Consortium

Contract funding source:

FY2021 Capital Budget - Water Enterprise Fund: \$80,000

Contract term:

Through December 31, 2021

Does this replace an existing contract?

N/A

Has Town Counsel reviewed and approved the contract documents?

Yes

No

If Town Counsel has not yet approved the contract, identify outstanding issues here:



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2021-01

STATE CONTRACT # (if applicable) BuyBoard #597-19

This Contract is made this 19th day of January 2021 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.H. Wachs Co., having a usual place of business at 600 Knightsbridge Pkwy, Lincolnshire, IL 60069 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work to furnish a new VMT Single Turner Valve Maintenance Trailer for Seventy-Three thousand, Seven hundred Eighty-One dollars and Fifty-Four cents (\$73,781.54) 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: January 19, 2021 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 VMT Single Turner Valve Maintenance Trailer 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 \$73,781.54 for the Program in accordance with the pricing in Attachment A. The Town has the right to inspect/test product prior to purchase. 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, subject to its acceptance, 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 valve maintenance trailer 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

**E.H. WACHS®**A Division of **ITW**

Superior Equipment. Complete Support.™

Water Utility Products

600 Knightsbridge Pkwy | Lincolnshire IL 60069

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ehwachs.com

Quotation

Page 1 of 2

TO: **Geoff Brooks**
 Medfield Town Water Dept.
 55 North Meadow Road
 Medfield, MA 02052

Date: 11/20/2020
 Quotation Number: KR115616
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Lincolnshire
 Valid Through: 1/31/2020
 Estimated Delivery: 12-14 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Buyboard# 597-19

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1 77-000-36	Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	63,375.00	1.5%	62,424.37
2 08-000-10	Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.	1	EA	3,495.00	1.5%	3,442.57
3 08-405-00	45 Pound Hydraulic Breaker with EZ Ride Foot and 1-1/8" hex bit capacity. This medium duty breaker operates from any HTMA Class 2 hydraulic circuit and produces 1,800 blows per minute; making it ideal for cutting curbs, sidewalks and asphalt.	1	EA	390.00	1.5%	384.15
4 08-410-01	Breaker Mount for Valve Maintenance Trailer, requires Breaker to have 14" Long Chisel (08-410-02 Moil Point sold separately). Includes breaker mount and breaker lock.	1	EA	225.00	1.5%	221.62
5 08-410-02	14" Moil Point for Breaker	1	EA	80.00	1.5%	78.80
6 08-410-03	3" x 14" Long Chisel	1	EA	104.50	1.5%	102.93
7 08-000-26	HD Magnetic lifter for easy removal of steel and cast iron meter pit covers, valve box covers, small panels and lids up to 60 Lb utilizing 70mm switchable magnet.	1	EA	495.00	1.5%	487.57
8 77-432-UC	Up charge to change from standard 250 gallon capacity spoils tank to 350 gallon capacity tank. Available for Standard VMTs, Hydro-Escalation HETs and Truck Mounted Components.	1	EA	2,500.00	1.5%	2,462.50
9 08-000-03	WDP3500 Dewatering Pump is light weight, compact unit capable of discharging water quickly and quietly. Centrifugal-type pump features a direct drive hydraulic motor for continuous use. The contaminant-tolerant gear motor is designed for continuous high-speed operation. Direct drive impeller with no spindle bearings that require periodic lubrication or replacement. Cast stainless steel, semi-closed impeller resists corrosion and sealed drive shaft. Includes operation manual.	1	EA	3,249.00	1.5%	3,200.26

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ehwachs.com

Quotation

Page 2 of 2

TO: **Geoff Brooks**Date: **11/20/2020**Quotation Number: **KR115616**

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
10 08-400-03	Hose, Discharge 3" for WDP3500 25'x 3" Diameter Vinyl Coated Discharge Hose with Aluminum Female Camlock Coupler	1	EA	215.00	1.5%	211.77
						Subtotal 73,016.54
						765.00
						Total (USD) \$73,781.54

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Mark Vanore at 847-840-9257 cell or call me at 815-943-4785 x2773.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Please reference this quote number when placing your order. Thank You.

Ken Redding
Utility Technical Sales Rep
815-943-4785 x2773
kredding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale , found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected . Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

Town of Medfield

Contract Cover Sheet

Department: DPW

Department Head: Maurice Goulet

Contractor: Stumpy's Tree Service

Contract Amount Paid at Hourly Rates, as needed

Description of contract services:

Tree work for the Town, as needed, for the quoted hourly rates

Contract funding source:

DPW Tree Division operating budget

Contract term:

Through December 31, 2022

Does this replace an existing contract?

Yes. A copy of price sheet for the prior contract is enclosed for comparison

Has Town Counsel reviewed and approved the contract documents?

Yes

No

If Town Counsel has not yet approved the contract, identify outstanding issues here:

**TOWN OF MEDFIELD
2019-2020: TREE WORK**

Gentlemen:

Please submit an hourly rate for the following in compliance with our specifications:

1. Three men, Bucket Truck-65' to 70' height (with climber), Chipper (for tree work) (Includes 36 ton, 127 ft crane)

\$ 350 per hour
TWO YEAR PRICE

2. Three men, Bucket Truck, Chipper (for brush removal)

\$ 260 per hour
TWO YEAR PRICE

3. Stump Grinding, Loaming, Seeding

\$ 95 per hour
TWO YEAR PRICE

4. Log Truck (10 wheeler) with Operator

\$ 130 per hour
TWO YEAR PRICE

INSURANCE CERTIFICATE STATEMENT WITH WORKERS' COMP.

SIGNED Jan Doh

TITLE Treasurer

COMPANY Stumpy's Tree Service

ADDRESS 190 Front St.

Ashland, MA 01721

DATE: 12/10/18

**TOWN OF MEDFIELD
2021 TREE WORK
QUOTATION FORM**

**TO: Department of Public Works
Town Hall – 459 Main Street
Medfield, MA. 02052**

Gentlemen:

The undersigned submits an hourly rate for the following in compliance with our specifications:

1. Two men, Bucket Truck-65' to 70' height (with climber), Chipper (for tree work)
(Includes 73' Aerial Lift with 20" Chipper & Rack Truck)
(Includes 36 ton – 127 ft. Crane)

\$ 440 per hour
ONE YEAR QUOTATION PRICE

2. Two men, Bucket Truck, Chipper (for brush removal)

\$ 220 per hour
ONE YEAR QUOTATION PRICE

3. Stump Grinding, Loaming, Seeding

\$ 110 per hour
ONE YEAR QUOTATION PRICE

4. Log Truck (10 wheeler) with Operator

\$ 120 per hour
ONE YEAR QUOTATION PRICE

SIGNED John J. Far

TITLE Treasurer

COMPANY Stumpy's Tree Service

ADDRESS 190 Front St.
Ashland, MA 01721

DATE: 12/9/20

*Please submit a copy of your Certificate of Insurance



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2021-04

STATE CONTRACT # (if applicable) _____

This Contract is made this 19th day of January 2021 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 Stumpy's Tree Service, Inc., having a usual place of business at 190 Front Street, Ashland, MA 01721, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform tree maintenance and removal work, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's 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. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
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 19, 2021 through December 31, 2022 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay 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 tree 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

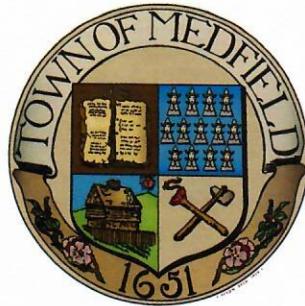
I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

ATTACHMENT

A



**TOWN OF
MEDFIELD
2021 TREE WORK**

**SPECIFICATIONS
AND
QUOTATION FORM**

TOWN OF MEDFIELD
2021 TREE WORK
SPECIFICATIONS

The Town of Medfield, acting through the Board of Selectmen, are soliciting quotations based on an hourly rate for the following:

1. For Tree Work:

Three men
Bucket Truck – 65' to 70' height (with climber)
Chipper

Included in the hourly rate for Item 1. must be **two** days to put up and take down Christmas lights in Medfield Center.

2. For Brush Removal:

Three men
Bucket Truck
Chipper

3. Hourly rate for stump grinding, loaming and seeding
4. Log Truck (10 wheeler) with Operator
5. Crane – 127 ft., 36 ton with Operator
6. All eligible contractors must have at least ten (10) years experience in municipal tree work.
7. All eligible contractors must have \$300,000 property damage and \$500,000 personal liability insurance.
8. All eligible contractors must pay the prevailing wage.
9. Workers' Comp. Insurance Statement must be signed
10. All eligible contractors must be able to mobilize within 24 hours with 1 Bucket Truck – 65' to 70' height (with climber), 1 Chipper and 3 Men for emergencies, i.e. hurricane, wind storm, snow storm.

The Town of Medfield reserves the right to terminate the contract for cause or convenience at any time.

The awarded contractor must submit, along with the signed contract, a Certificate of Insurance with the proper coverages noted in the contract and list the Town of Medfield as additionally insured.

**TOWN OF MEDFIELD
2021 TREE WORK
QUOTATION FORM**

**TO: Department of Public Works
Town Hall – 459 Main Street
Medfield, MA. 02052**

Gentlemen:

The undersigned submits an hourly rate for the following in compliance with our specifications:

1. Two men, Bucket Truck-65' to 70' height (with climber), Chipper (for tree work)
(Includes 73' Aerial Lift with 20" Chipper & Rack Truck)
(Includes 36 ton – 127 ft. Crane)

\$ 440 per hour
ONE YEAR QUOTATION PRICE

2. Two men, Bucket Truck, Chipper (for brush removal)

\$ 220 per hour
ONE YEAR QUOTATION PRICE

3. Stump Grinding, Loaming, Seeding

\$ 110 per hour
ONE YEAR QUOTATION PRICE

4. Log Truck (10 wheeler) with Operator

\$ 120 per hour
ONE YEAR QUOTATION PRICE

SIGNED John J. Far

TITLE Treasurer

COMPANY Stumpy's Tree Service

ADDRESS 190 Front St.
Ashland, MA 01721

DATE: 12/9/20

*Please submit a copy of your Certificate of Insurance

Town of Medfield

Contract Cover Sheet

Department: DPW - Water and Sewer Divisions

Department Head: Maurice Goulet

Contractor: Tighe & Bond

Contract Amount \$26,070.00

Description of contract services:

Water and sewer rate evaluation, development of a new water and sewer rate model, and Water Audit

Contract funding source:

Water and Sewer Operating Budget

Contract term:

Through June 30, 2021

Does this replace an existing contract?

No

Has Town Counsel reviewed and approved the contract documents?

Yes

No

If Town Counsel has not yet approved the contract, identify outstanding issues here:



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: WATER & SEWER EVALUATION RATE STUDY AND M36 WATER AUDIT

CONTRACT # DPW 2021-03

STATE CONTRACT # (if applicable) _____

This Contract is made this 19th day of January 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Tighe & Bond Inc., of 1 University Avenue, #100, Westwood, MA 02090 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works for a water and sewer evaluation rate study and an M36 Water Audit hereinafter referred to as "Program"; and

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

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

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

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, January 19, 2021 to June 30, 2021. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay twenty-six thousand, seventy dollars (\$26,070.00) for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for water and sewer evaluation rate studies and water audits.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with

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

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

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

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

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

15. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Tighe & Bond, Inc., of 1 University Avenue, #100, Westwood, MA 02090 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of

the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

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

221566 02
November 5, 2020

Maurice G. Goulet
Director of Public Works
55 North Meadows Road
Medfield, MA 02052

Re: Proposal for Water, Sewer Rate Evaluation and M36 Water Audit

Dear Maurice:

Rate setting for water utilities is both straightforward and surprisingly nuanced. The straightforward aspect is the primary goal of providing a sustainable revenue source equal to the total cost of service plus reserves for each year. The nuance comes from the fact that an enterprise fund, designed to be fully self-funding, represents a closed mathematical system. Thus, for one customer (or customer class) to pay less the others must pay more. This brings into play considerations of customer impact, cost causation and equity.

Tighe & Bond has developed a robust and highly customizable spreadsheet-based rate model that we continuously refine and improve. Our model combines operational, financial and customer impact data in a uniquely holistic fashion and is designed to support the challenges and scenarios Medfield is considering. This model will serve as the foundation for our analyses and is also the key deliverable from this project, as Medfield will receive a fully functional model upon completion.

Water rate structures generally consist of fixed and variable fee components, however seemingly minor changes to a rate structure can have considerable impacts on customers. Our experience has shown that the most effective way to evaluate different water rate structures is to focus on customer costs and cost impacts. We project annual customer costs for a "typical residential user" of the water system (and other key users if desired) for each rate alternative. These costs are presented in terms of total cost, increase in total cost and total cost as a percent of household income to the decile level. User costs are also summarized for a five-year and ten-year period providing a uniquely intuitive way to evaluate different rate structures. Using a ten-year planning horizon helps to both develop a long-term strategy and also serves as a basis of ongoing communications with stakeholders.

This approach allows our clients to make informed, data driven decisions, that are readily explainable and defendable. Our experience has proven that this approach is highly successful as the needs and outcomes are clearly defined and readily understood by technical and non-technical audiences alike. We are confident that we can help the Town of Medfield find a best fit solution to its water system funding needs.

Project Approach:

Our approach to rate making is to first establish the revenue needs of the utility, taking into account the full cost of service which includes operating cost, existing debt service and most importantly, a capital improvement plan that fully represents the system's needs for the next ten years. Basing future rates upon the full cost of service is the most accurate method and reduces the likelihood of sudden rate increases in the future due to unanticipated infrastructure costs.

Once the revenue needs are established, we then look at rate structure. Our model is designed with the ability to evaluate three different rate structures simultaneously. The first alternative is to apply uniform, whole percent increases to the existing rate structure. The second and third alternatives, which are developed based upon the nature of the existing rate structure



and future revenue needs, may be simple variations of rate increase size and frequency or modifications to the underlying rate structure.

Scope of Services

The proposed scope of services includes the following tasks and deliverables:

Kickoff Meeting - At this meeting we will review our scope and approach as well as alternative rate structures to be considered.

Task 1 Water and Sewer Rate Evaluation

1. Develop Electronic Rate Models - Tighe & Bond will develop a customized spreadsheet-based rate model which incorporates the following information:

a. Water and Sewer Usage - Billed usage is the primary source of revenue; thus, projecting future usage is one of the most important aspects of this evaluation. Using the last five years of historical data, we will identify trends and project usage for the next ten years. We assume that detailed (account level by reading) data will be available in spreadsheet or compatible format.

b. Revenue and Expenses

i. Expenses - Expenses consist of operating and capital costs.

1. Operating expenses will be based upon a review of the last five years of budget to actual reports and projected increases. We will review each line item for trends, develop a suggested value and escalation factor, and compare this to the most recent budget data.

2. Capital expenses consist of existing and future capital expenditures. Existing debt is projected from the Town's master debt schedule. Historic capital is reflected in the historical data. We will use our Capital Improvement Module to document planned expenditures for debt and capital based upon the Towns existing capital improvement plan. This module is designed to facilitate capital planning. Inputs include funding source (debt or reserve funded), implementation year, and cost year. Costs can be spread over a user defined period. Capital costs can be sorted by type (engineering, construction, vehicles, etc.) and by category (distribution or collection system, treatment, etc.) to allow the Town to fully understand the source of future costs.

ii. Revenue - Revenue consists of rate revenue (from customer bill payments) and non-rate revenue (all other sources). Non-rate revenue will be projected based upon review and discussion of historical data.

Rate revenue will be calculated based upon the usage projections under existing and proposed rate structures. The calculated revenue under the current rate structure will be compared to the last two years of commitments to determine the model accuracy and calibrate if necessary. Calculated revenue will be adjusted to projected receipts using factors for collection ratios and projected lien revenue for future years.



- 2. Rate Structure Analysis** – Tighe & Bond will evaluate the existing rate structures relative to:
 - a. Revenue sufficiency: The ability of the existing rates to support future expenses
 - b. Equity: Evaluation of cost distribution amongst user classes
- 3. Rate Development**- Tighe & Bond will develop one alternative rate structure for water and sewer. The proposed structures will reflect industry standards, best practices and Tighe & Bond's experience.
- 4. Fee review and development**- We will review the existing connection fees for water and sewer and recommend modifications based upon industry standards and best practices.
- 5. Meetings** - In addition to the kickoff meeting, we will facilitate the following meetings:
 - a. **Model review and working session** – This meeting will focus on reviewing the overall findings and structure of the financial model and review of rate impacts for each of the scenarios. We suggest Town financial staff and key decision makers attend this meeting.
 - b. **Stakeholder Meeting** - We have included participating in one working session with the Town decision makers to facilitate discussions and address concerns.
- 6. Public Meeting** - Present rate study findings to the public at a board of water & sewerage meeting.
- 7. Deliverables** – Technical memo documenting process, and presentation for Public Meeting.

Task 2 Water System Audit.

1. Tighe & Bond will prepare the “top down” analysis of a water audit as described in chapter 3 of the AWWA Manual M36 Water Audits and Loss Control Programs, 4th Edition. This includes populating the reporting worksheet of the AWWA WLCC Water Audit Software. No field testing, distribution system spatial analysis or other components of the ‘bottom up’ analysis are included in this scope.

Assumptions

The fee and level of effort developed for this scope of work is heavily dependent upon the quality of the Town's source data. Attached is our standard data request which details the data requirements and acceptable file formats. The most important assumption is that Medfield will provide detailed usage data in tabular format as described in the data request. Tighe & Bond reserves the right to modify our approach and/or scope accordingly based upon data format or quality. We have also assumed that all meetings are to be virtual.

Schedule

Tighe & Bond will hold the data validation meeting within 6 weeks from receipt of data. The final report and model will be developed within 4 weeks following the data validation meeting.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$26,070. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the Company's standard billing rates. In the event that the scope of work is



increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement

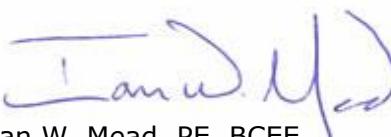
For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give Medfield a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Fee Breakdown by Task				
Task 1	Hours	Labor	Expenses	Total Cost
Model Development	60	\$8,350		\$8,350
Rate Development and Evaluation	48	\$6,730		\$6,730
Deliverables & Meetings	29	\$4,095	\$150	\$4,245
SUBTOTAL	137	\$19,175	\$150	\$19,325
Task 2	Hours	Labor	Expenses	Total Cost
Data Collection and processing	19	\$2,780		\$2,780
Populate AWWA Model	14	\$2,070		\$2,070
Deliverables & Meetings	12	\$1,845	\$50	\$1,895
SUBTOTAL	45	\$6,695	\$ 50	\$6,745
GRAND TOTAL	Hours	Labor	Expenses	Total Cost
Tasks 1 and 2	183	\$25,870	\$200	\$26,070

If you have any questions, please contact Mike Schrader at 978-761-6380.

Very truly yours,

TIGHE & BOND, INC.


Ian W. Mead, PE, BCEE
Project Director


Michael J. Schrader, PE
Project Manager



ACCEPTANCE:

On behalf of the Town of Medfield, the scope, fee, and terms of this proposal are hereby accepted as indicated below. Town of Medfield acknowledges that it is not the intent of Tighe & Bond to provide financial advice and that any projections of amortized capital are intended solely as approximations for the purposes of setting utility rates. The Town also acknowledges that it retains and relies on an independent registered municipal advisor for financial and investment advice.

Authorized Representative

Date

Enclosure – Terms & Conditions

\\\tighebond.com\data\Data\Projects\M\M1566 Town of Medfield\02 - Water Sewer Rate Study\TB Rate Study Proposal Medfield rev 11_4_20.docx



"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate ENGINEER for time spent preparing for and complying with an

agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT's RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the ENGINEER be retained to provide Construction Phase Services in connection with the Project:

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER be retained to provide design services but not be retained to provide Construction Phase Services in connection with the Project:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

Rate Study Data Request

This memo describes the data we need to build the rate model that we will use to perform the analyses described in the scope of work. Collecting this data can be somewhat tedious, and will involve other departments, however accurate, usable data is a key element of completing this evaluation. If you have any questions, please call!

Acceptable Data Formats:

1. All data will be imported into Excel, to the **maximum extent possible** please provide data in the electronic formats described below.
 - a. **Water usage data:** Excel is the preferred format, however, *.CSV, or *.TXT are also acceptable.
 - b. **Revenue and Expense Data.** Excel is preferred, however PDFs are acceptable, as long as they are generated electronically (i.e. use 'print to pdf' or copy and paste PDF's you received by email).
 - c. **Miscellaneous data** (commitments, retained earnings, indirect, etc.). These are often only available in scanned format, this is acceptable.

Data Required:

Please provide this data for the **last five fiscal years** unless otherwise noted.

1. **Consumption data.** Consumption data is one of the most important data sets, and unfortunately it is often the most difficult to obtain. Your billing software is probably the best place to start, however many meter reading or "radio" systems can export usage data as well.
 Data Structure. The best data is **detailed, tabular** data. Detailed usage data has each meter reading for each account versus a summary of all usage for the billing period. Tabular format has one row, or record, for each account. At a minimum we need the following information for each customer. **Minimum usage data required¹:**

• Account number and address	• Meter size
• Customer type (residential, commercial, etc.)	• Water usage per reading
• Bill amount (if possible)	

Below is an example of basic usage data in tabular format

¹ Sometimes the usage data does not include the meter size or address, if this is the case, most systems have an inventory of water meters by account, as long as both data sets include either the address or account number, we can join the information.

Account No.	Address	Meter Size	User Type	Read Date	Usage
121	[REDACTED]	0.63	R	1/2/2019	7,906
121	[REDACTED]	0.63	R	2/1/2019	7,646
121	[REDACTED]	0.63	R	3/1/2019	6,742
121	[REDACTED]	0.63	R	4/1/2019	7,185
122	[REDACTED]	0.63	R	1/2/2019	-
122	[REDACTED]	0.63	R	2/1/2019	5,810
122	[REDACTED]	0.63	R	3/1/2019	-
122	[REDACTED]	0.63	R	3/25/2019	-
122	[REDACTED]	0.63	R	4/1/2019	270
123	[REDACTED]	0.63	R	1/2/2019	3,490
123	[REDACTED]	0.63	R	2/1/2019	3,040
123	[REDACTED]	0.63	R	3/1/2019	2,940
123	[REDACTED]	0.63	R	4/1/2019	3,180
124	[REDACTED]	0.63	R	1/2/2019	3,773

Following is an example of **non-tabular** data, while the dataset is complete, this format makes it very difficult to analyze. If this is the only way your data is available, please let us know.

A	B	C	D	E	F	G	H	I	J
48938	Bill#: 17625 Acct #: [REDACTED]	Rte Sect	6-18	Water Usage:	5,760		120.35	WATER	SEWER
48939	Service: MAIN ST 7-105 50	Met Size		0.63 Sewer Usage:	5,760	Base	15.00	0.00	
48940	[REDACTED]	Parcel	16U 129	1st/ 2nd Usage:	5,760	0 Usage 1	18.95	86.40	
48941	[REDACTED]	Meter ID	17625	ReadDate	Reading	Usage	Usage 2	0.00	0.00
48942		Sewer	11/2/2013	03/31/2017	44620 A	1800	Usage 3	0.00	0.00
48943				03/01/2017	42820 A	1740	Usage 4	0.00	0.00
48944	[REDACTED]			01/31/2017	41080 A	2220	Total	33.95	86.40
48945	Bill#: 4104 Acct #: 4104	Rte Sect	3-8	Water Usage:	29,951		120.60	WATER	SEWER
48946	Service: MAIN ST 316	Met Size		0.63 Sewer Usage:	0	Base	15.00	0.00	
48947	[REDACTED]	Parcel	18U 13	1st/ 2nd Usage:	29,951	0 Usage 1	65.80	0.00	
48948	[REDACTED]	Meter ID	4104	ReadDate	Reading	Usage	Usage 2	39.80	0.00
48949		Sewer		03/31/2017	1378557 A	10132	Usage 3	0.00	0.00
48950				03/01/2017	1368425 A	9339	Usage 4	0.00	0.00
48951	[REDACTED]			01/31/2017	1359086 A	10480	Total	120.60	0.00
48952	Bill#: 14011 Acct #: [REDACTED]	Rte Sect	2-5	Water Usage:	29,990		120.76	WATER	SEWER
48953	Service: ROCKLAND ST 162	Met Size		0.63 Sewer Usage:	0	Base	15.00	0.00	
48954	[REDACTED]	Parcel	4R 23	1st/ 2nd Usage:	29,990	0 Usage 1	65.80	0.00	
48955	[REDACTED]	Meter ID	14011	ReadDate	Reading	Usage	Usage 2	39.96	0.00
48956		Sewer		03/31/2017	333850 A	8530	Usage 3	0.00	0.00
48957				03/01/2017	325320 A	9610	Usage 4	0.00	0.00
48958	[REDACTED]			01/31/2017	315710 A	11850	Total	120.76	0.00

Supplemental customer data.

If available, please provide the following:

- **User Type:** Many systems have two fields for user type, a basic "R", "C" etc. and a more detailed description ("single family residential", "Condo or apartment") this is very useful. If you don't already use that data and you have a GIS department or person this can be readily obtained from MassGIS under land use codes.
- **Multi-unit residential.** If you know how many units are served from the meter, please provide this. This is especially important if the number of units is used to calculate bills.

2. Financial Data:

a. **Budget to Actual Reports.** Shows Budget and Actual values for all Expenses associated with the enterprise account(s). Most systems receive this on a monthly basis, please provide the June report for each of the last five fiscal

Town of [REDACTED] Budget Vs. Actual Report From 07/01/2017 to 06/30/2018									
Account	Description	Original Budget	Adjusted Budget	07/01/2017	YTD Expend	Encumb	Balance	% Rem.	
61.450.002.5730	Dues & Memberships	2,000.00	2,000.00	1,625.24	1,625.24		374.76	18.73 %	
61.450.002.5731	Licenses	1,500.00	1,500.00	1,824.00	1,824.00		-324.00	-21.60 %	
61.450.002.5733	SDWA Assessment	7,500.00	7,500.00	5,858.90	5,858.90		1,641.10	21.88 %	
61.450.002.5850	Acquisition of New Equipment	10,000.00	10,000.00	4,708.15	4,708.15		5,291.85	52.91 %	
61.450.002.5855	Well/Pump Rehabilitation	50,000.00	50,000.00	16,766.00	16,766.00	22,105.00	11,129.00	22.22 %	
Total: 002 - Expense Subtotal		919,377.00	919,377.00	663,061					

years as that contains the year to date balance. See sample below.

b. **Receipts (Revenue).** Revenue from all sources received into the enterprise.

Town of [REDACTED] Revenue Trial Balance by Account From 07/01/2017 to 06/30/2018						
61 - Water Enterprise Fund						
Account	Description	Prior Yr Actual	Estimated	Actual	Variance	% Collected
61.4210.4210	Water Rates	\$3,042,565.97	\$2,868,633.00	\$2,914,237.22	\$45,604.22	101.58 %
4210 - User Charges Total		\$3,042,565.97	\$2,868,633.00	\$2,914,237.22	\$45,604.22	101.58 %
61.4230.2017	Water Liens FY17	\$128,069.96		\$5,891.77	\$5,891.77	
61.4230.2018	Water Liens FY18			\$120,073.84	\$120,073.84	
4230 - Water Liens Added to Taxes Total		\$128,069.96		\$125,965.61	\$125,965.61	
61.4270.4271	Interest Charges	\$18,877.82				
61.4270.4272	Penalties	\$22,311.00				

c. **Master Debt Service Schedule.** Annual principal and interest payments for each loan that you currently have from FY14 through FY29.

d. **Commitments.** Last two years

e. **Retained earnings balances:** last two years

f. **Indirect Expenses.** (if not included in expense data)

g. **Reserve Funds.** If you have a capital or betterment reserve fund that exists outside of the enterprise account please provide the balance for each account.

3. Capital Improvement Plan

a. Project name

b. Priority (if applicable)

c. Budget cost and year developed

d. Timing (when do you expect the project to start or purchase to occur

System Data

- a. **Rate Schedule.** Last five years. Note: Please let us know if any usage is included with base charges or if any customer types are billed differently
- b. **Future System Growth.** Any master plans or information relative to projected system expansion in next 10 years.
- c. **Intermunicipal Agreements** (only if buying or selling water or sewer services from other communities).



Nicholas Milano <nmilano@medfield.net>

Boiler Repair at the Blake Middle School

1 message

Amy Colleran <acolleran@email.medfield.net>

Wed, Jan 6, 2021 at 11:59 AM

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

Cc: Michael LaFrancesca <mlafrancesca@email.medfield.net>

Hi Kristine/Nick,

We have an issue at the Blake Middle School with one of the (2) boilers. It is leaking glycol - there is a break in a portion of the boiler that needs to be replaced. The cost is estimated to be \$16,880 as stated in the attached Proposal.

Due to the extent of the cost I am requesting funding for the repair to be covered as part of the "Emergency Facilities Repair" line item of the Municipal Buildings Capital Stabilization Fund. We have not had to tap into this line item yet this year so all the funding is available (\$175,000).

We will need to isolate the Boiler and shut it down for a period of time for the repair. Unfortunately, this project/repair cannot wait for Capital Funding timeframe. Not fixing at this time would put us in jeopardy of losing the boiler completely. If we lose the boiler we would risk running the building on one boiler for the rest of the heating season.

Please let me know if you have any questions or would like to discuss further.

Thanks,

Amy

Amy Colleran
Director of Facilities
Town of Medfield
office: 508-906-3068

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2 attachments



image1.jpeg
7383K

town of medfield wayne langille middle school section 12 22 20.pdf

Informational

Southeastern Regional Services Group
Drug Alcohol Testing Services for 1/1/21-12/31/23
AWARD

The Town of **Medfield** Board of Selectmen voted at their meeting held on _____, 2020 to award a contract to **Advantage Drug Testing**, P. O. Box 546, Andover, MA 01810 for a three-year period from January 1, 2021 to December 31, 2023 for the administration of a Drug and Alcohol Testing Program for Municipal Employees in accordance with the requirements set out in the SERSG Request for Proposals. This award is conditioned upon the receipt of signed contracts and a certificate of insurance with the appropriate coverages from Advantage. The SERSG Regional Administrator will collect these documents on behalf of the municipality and present them for final approval and signature.

Price Structure/Description	Price
<u>Fixed Unit Cost for specimens collected at Collection Sites designated by the Proposer, or On-Site with additional charges stated below:</u>	
Alcohol Testing	\$40.00 per screening test
Alcohol Testing	\$0.00 per confirmation test
Drug Testing	\$65.00 per test

DESIGNATED LOCATIONS: Partners Urgent Care, Canton Open 7 days a week 9AM to 7PM; Care Central Urgent, Bridgewater, N. Easton, and Stoughton Open M-F 8AM to 6PM and Sat-Sun 9AM to 4PM; Tristan Medical, Brockton, Norton. *Other facilities can be added upon request.*

Additional Charges for testing with a **mobile unit** brought On-site, to the emergency room, or to the scene of an accident:

Scheduled On-Site fee (7 AM - 5 PM) <i>When municipality is flexible as to the start time. This allows Advantage to consolidate travel and complete 3 SERSG appointments in a day.</i>	\$90.00	per appointment
Scheduled On-Site fee (7 AM - 5 PM) <i>When municipality is NOT flexible as to the start time, which limits scheduling efficiency.</i>	\$150.00	per appointment
Scheduled On-Site fee (5 PM - 7 AM)	\$150.00	per appointment
Emergency On-Site fee (24 x 365)	\$225.00	per appointment

All drug & alcohol tests are \$65 for drug and \$40 for alcohol PLUS the on-site fee as listed.

Fixed fee for the basic DOT/FMCSA pre-employment physical performed on prospective employees covered by the Act at Care Central Urgent Care facilities: Bridgewater, N. Easton, & Stoughton. (Alternate locations may be arranged with Advantage, and may incur additional fee)	\$100.00	per exam
Fee per municipal employee for evaluation by a licensed substance abuse professional following a positive drug or alcohol test, 3 hour minimum	\$550.00	per employee
Fee per municipal employee for re-evaluating an employee who has completed a treatment and rehabilitation program and who wishes to return to duty (3 hour minimum)	\$0.00	included in initial evaluation charge

**Southeastern Regional Services Group
Drug Alcohol Testing Services for 1/1/21-12/31/23**

AWARD

Fixed fee per two hour group training session for supervisors on the symptoms that give rise to reasonable suspicion drug or alcohol testing	\$300.00	per training class
Fee per student for two hour on-line training session for supervisors on the symptoms that give rise to reasonable suspicion drug or alcohol testing	\$40.00	per student/class
Fixed fee for Employee information training session	\$200.00	per training class
Split specimen re-test by a second laboratory	\$200.00	per split specimen re-
Mileage charge for trainers traveling to and from training sessions	\$0.00	per mile
One-time fee for establishing or updating the random SERSG pool	\$0.00	one time fee
FMCSA Clearinghouse Limited Query, optional service	\$200.00	per year/employer

No hourly charges. No mileage charges. No Administration charges.

Signatures

Chair, Board of Selectmen

Date

Board Member

Board Member



Kristine Trierweiler
Town Administrator

**TOWN OF
MEDFIELD**
Office of
BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN
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(508) 359-6182 (fax)

To: Board of Selectmen
School Committee
Warrant Committee
Town Departments

From: Kristine Trierweiler, Town Administrator
Medfield Financial Team

Date: January 12, 2021

Re: Medfield Free Cash Balance

In December, the Department of Revenue's Division of Local Services ("DLS") certified the Town of Medfield's Free Cash balance of \$3,357,125. This Town's Free Cash balance is driven by three factors: reduced use of Free Cash to subsidize the operating budget in Fiscal Years 2020 and 2021, a spending freeze that was implemented in March 2020 due to the COVID-19 pandemic, and two budget accounts that were significantly underspent in Fiscal Year 2020.

Per DLS, the Town's Free Cash balance comes from three sources:

- Unexpended Free Cash: The prior year's unexpended Free Cash rolls over to the following year
- Budgetary turnbacks: At the end of the fiscal year, any unspent appropriations in operating budget accounts close to Free Cash.
- Revenues: If revenues exceed budgeted amounts, the additional revenue closes to Free Cash

Reduced Use of Free Cash

From FY2014 through FY2019, the Town used considerable amounts of Free Cash, averaging \$1.4 million in Free Cash usage, most of which was used to subsidize the operating budget. In FY2020 and FY2021, the Town reduced its use of Free Cash to \$800,000 and \$792,597 to meet the Town's newly implemented Financial Policies.

DLS recommends that Free Cash only be used for one-time, nonrecurring expenses. DLS further recommends that if Free Cash is used to subsidize the operating budget, the Town should set a limit on how much would be used. The Town's Financial Policies require that the Town maintain at least 2.5% of its operating budget in Free Cash.

From DLS's [guidance on Free Cash](#):

As a nonrecurring revenue source, free cash should be restricted to paying one-time expenditures, funding capital projects, or replenishing other reserves. If a community incorporates free cash into revenue source projections for next-year operational expenses, it is prudent to place a percentage restriction on the total free cash to be used.

Overall, [the DLS Technical Assistance Bureau] recommends that communities adopt a free cash policy that avoids supplementing current year departmental operations.

Budgetary Turnbacks

Each year, unexpended funds in budget accounts close out to Free Cash. In recent years, the total turnback to Free Cash averaged \$775,000. At the close of FY2020, Town budgets turned back approximately \$2 million and the school budget turned back nearly \$170,000, totaling \$2.150 million. The spending freeze implemented on Town budgets in March 2020 helped generate these high turnback amounts as nondiscretionary spending ended and open positions went unfilled.

Two budget accounts in particular had unusually high turnbacks: health insurance and the Police Department. The health insurance budget returned \$460,000 and the Police Department returned \$475,000, nearly 50% of the total Town turnback of \$1.978 million. Neither of these budgets are projected to have substantial turnbacks at the end of our current fiscal year.

Health Insurance

The health insurance budget funds the Town's premium costs for Town and School employees and retirees. It is particularly difficult to accurately estimate health insurance costs each year as each employee on the Town's most popular family plan costs the Town \$16,663 in premiums per year. The addition of even a few employees to the Town's health insurance plans can result in significant changes in total costs. We are working to evaluate our approach to the health insurance budget in order to more accurately estimate health insurance costs each year. We level funded health insurance from FY20 to FY21.

Through the first six months of FY2021, the health insurance budget has expended 48% of its appropriation.

Police Department

The Police Department turnback is attributable to the changeover in personnel in the Police Department over the last two years. When more senior officers retired or left for other departments, the Department's personnel costs decreased due to a high number of vacant positions. The vacancies have been gradually filled by younger officers whose compensation is lower. As the Police Department returned to its regular staffing levels, the Town's cost for benefits, particularly health insurance also increased. In addition to the changeover in personnel, Chief Guerette implemented new policies to control personnel costs.

Through the first six months of FY2021, the Police Department has expended 48% of its appropriation.

Revenues

During the Town's budget and tax rate setting process, the Town estimates its revenues from various sources, including property taxes, excise taxes, fees, and other sources of funding. If actual revenues exceed estimated revenues, the excess is closed out to Free Cash. The Town typically takes a conservative approach in estimating its revenues since revenue shortfalls will be deducted from Free Cash, or would require budget cuts. Revenues tracked closely with estimates last year and were not a substantial contributor to the FY2020 Free Cash balance.

Outlook

The FY2021 approved budget eliminated a number of existing positions in Town departments and included other budget cuts to meet reduced revenue estimates. At this time, we do not anticipate substantial turnbacks, but will continue to track spending and revenues through the year.

One item of concern is the potential that some expenditures that have been made under the CARES funding for COVID-19 related purposes could be rejected for reimbursement by the state as ineligible. We have been careful to follow program guidance, but if the state does not reimburse certain expenses, the Town or Schools would have to cover the costs from elsewhere in the FY2021 approved budget.

In addition, the School Department is experiencing high costs to deliver educational services under COVID-19 protocols and may need to request an additional appropriation if the schools exceed their FY2021 appropriation. More federal funding for education has been approved, which could help to alleviate this issue.

The Town is moving forward on several debt issuances in 2021, including potential borrowing for capital equipment, affordable housing, a new water treatment plant, and a new elementary school. In order to maintain our bond rating, it is imperative that the Town meet its financial policies, maintain strong reserves, and carefully consider how to use Free Cash in the FY2022 Budget.

DRAFT 01/12/2021

TOWN OF MEDFIELD
WARRANT FOR THE ANNUAL TOWN MEETING
2021

Article	Issue	Submitted By:
1	Accept Annual Reports	Board of Selectmen
2	Perpetual Care	Cemetery Commissioners
3	Revolving Funds	Board of Selectmen
4	PEG Access and Cable Related Funds	Board of Selectmen
5	Elected Official Compensation	Board of Selectmen
6	Personnel Administration Plan	Board of Selectmen
7	Operating Budget	Board of Selectmen
8	Municipal Building Capital Stabilization Fund	Capital Budget Committee
9	Creation of Capital and Debt Stabilization	Capital Budget Committee
10	Capital and Debt Stabilization Appropriation	Capital Budget Committee
11	Authorize Vehicle Lease Purchase	Capital Budget Committee
12	Water Treatment Plant Project Bond	Water and Sewer
13	Water/Sewer Enterprise Fund	Water and Sewer/DPW
14	Medfield State Hospital Maintenance Appropriation	Board of Selectmen
15	Transfer of DOT Ride Sharing Funds	Board of Selectmen
16	Economic Vitality Fund	Board of Selectmen
17	Sewer Betterments Paid in Advance	Town Administrator
18	Authorize name change for Board of Selectmen	Board of Selectmen
19	Personnel Plan Amendments	Personnel Board/BOS
20	Disposition of Lot 1, Icehouse Road	Board of Selectmen
21	Landfill Lease for Solar	Board of Selectmen
22	Town Garage Lease Solar	Board of Selectmen
23	Approval of Town Garage Solar PILOT	Board of Selectmen
24	Authorize the BOS to enter into PPA	Board of Selectmen
25	Approval of Kingsbury Club PILOT	Board of Selectmen
26	Hinkley South Property	Affordable Housing Trust
27	Hinkley North Property	Affordable Housing Trust
28	Community Choice Electricity Aggregation	Medfield Energy Committee
29	Climate Goals/Resolution	Medfield Energy Committee
30	Rezone Parcel Janes Avenue BI to B	Planning Board
31	Table of Use Regulations: Adult only tobacco store	Planning Board
32	Food Trucks/Mobile Food Vendors	Planning Board
33	Table of Use Regulations Height and Bulk	Planning Board
34	Table of Use Regulations Height and Bulk (sheds)	Planning Board
35	Solar Photovoltaic Facilities Overlay District	Planning Board
36	Amend Code Chapter 10: Public Hearing	Citizen Petition
37	Amend Code Chapter 10: Budget Documents	Citizen Petition
38	Free Cash	Board of Assessors