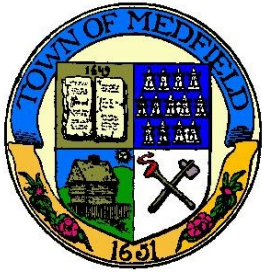




Board of Selectmen
Meeting Packet
October 5, 2021



TOWN OF MEDFIELD
Office of the TOWN CLERK
Marion Bonoldi
459 Main Street
Medfield, Massachusetts 02052

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

October 5, 2021

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

RE: TOWN OF MEDFIELD - 2020 RE-PRECINCTING

We, the undersigned, hereby certify that at a meeting held on October 5, 2021, the Board of Selectmen voted to accept as presented by Marion Bonoldi, Town Clerk, the 2020 Re-Precincting Plan for the Town of Medfield.

A true copy. ATTEST:

Town Clerk

SIGNED: _____

Name

Chairman

Name

Name

Current Precinct Map

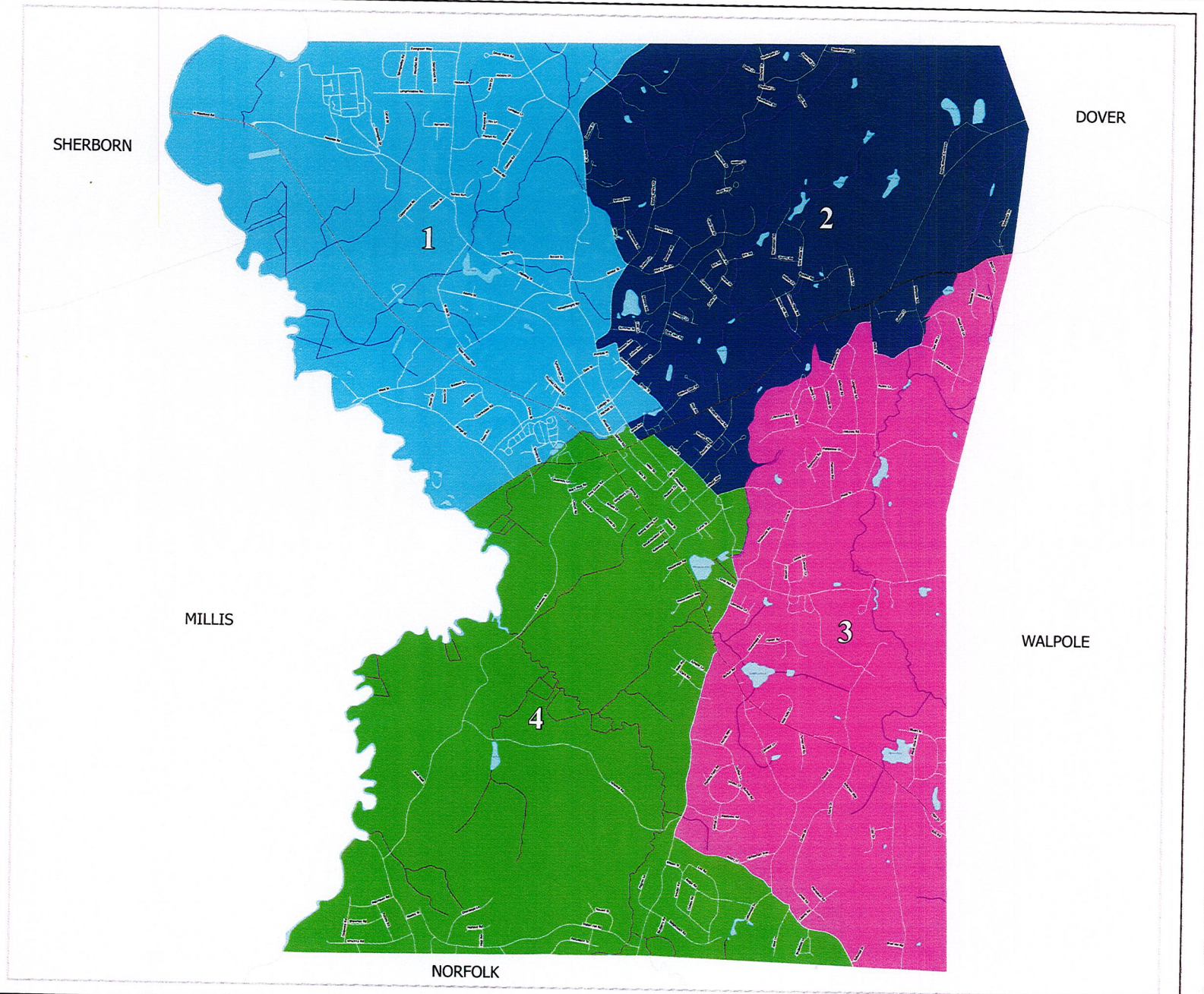
The Town of Medfield



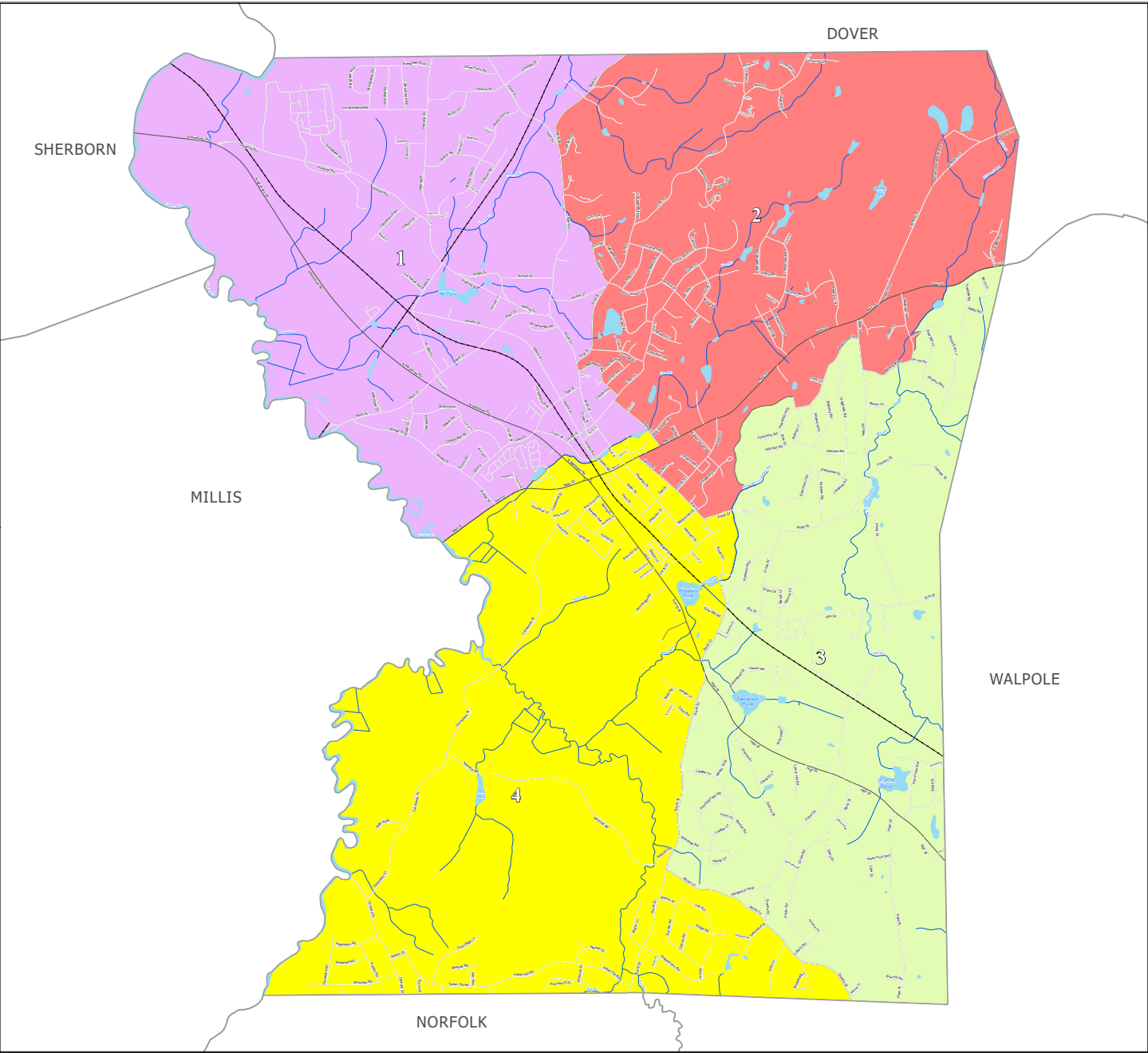
Map Prepared for the Town of Medfield
Courtesy of William F. Galvin, Census Liaison
Population is based on the official U.S. 2010 Census block-level data.

Minimum 5%	Target Population	Maximum 5%
2,856	3,006	3,156
Precinct Boundaries Medfield		
Precinct / Ward	2010 Population	Variance
1	2,935	-2.36
2	2,986	-0.67
3	3,133	4.22
4	2,970	-1.20
2010 Population -- 12,024		
Boundaries effective December 31, 2011		

0.25 0 0.25 0.5 0.75
Miles



Proposed New Precinct Map

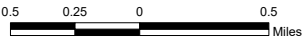


Map Prepared for the Town of Medfield
Courtesy of William F. Galvin, Census Liaison
Secretary of the Commonwealth

2020 Population - - 12,799			
Minimum 5%		Target Population	Maximum 5%
3,040		3,200	3,360
Precinct Boundaries Medfield			
Precinct		2020 Population	Variance
1		3,276	2.38
2		3,174	-0.81
3		3,104	-3.00
4		3,245	1.41

Population is based on the official U.S. 2020 Census block-level data.
Boundaries effective December 31, 2021

Legend	
	Municipal Boundary
Geographical Features	
	Major Road
	Local Road
	Railroad
	Other Municipal Features
	Streams, Rivers
	Coastal Water, Lakes, Ponds, Major Rivers



Medfield Legal Boundary Description

Medfield Precinct 1

All of that portion of Medfield Town bounded and described as follows: Beginning at the point of intersection of Middlesex/Norfolk County and the Millis/Medfield town line, and proceeding northerly along Middlesex/Norfolk to the Dover/Medfield town line, and proceeding easterly along the Dover/Medfield town line to North St, and proceeding southerly along North St to Winter Brk, and proceeding easterly along Winter Brk to Map & Parcel 65-36, and proceeding southerly along Map & Parcel 65-36 to Cedar Lane, and proceeding southerly along Cedar Ln to Pine St, and proceeding southerly along Pine St to North St, and proceeding southerly along North St to Lowell Mason Rd, and proceeding southerly along Green St to Brook St, and proceeding easterly along Brook St to Vine Bk, and proceeding westerly along Vine Brk to Upham Rd, and proceeding northerly along Upham Rd to Frairy St, and proceeding westerly along Frairy St to Conrail RR, and proceeding southerly along Conrail RR to Vine Brk, and proceeding westerly along Vine Brk to Cemetery Pond, and proceeding westerly along Cemetery Pond to Vine Brk, and proceeding southerly along Vine Brk to Main St, and proceeding westerly along Main St to Millis/Medfield town line, and proceeding westerly along the Millis/Medfield town line to the point of beginning.

Medfield Precinct 2

All of that portion of Medfield Town bounded and described as follows: Beginning at the point of intersection of North St and Winter Brk, and proceeding northerly along North St to the Dover/Medfield town line, and proceeding easterly along the Dover/Medfield town line to Dover/Medfield town line and Mill Brk, proceeding southerly along Dover/Walpone line to Main St, and proceeding westerly along Main St to Tubwreck Brk, and proceeding southerly

along Tubwreck Brk to Map and Parcel 52-40, and proceeding easterly to Map and Parcel 52-50, and proceeding southerly along Millbrook Rd to Gun Hill Rd, and proceeding easterly along Millbrook Rd to Nebo St, and proceeding northerly along Nebo St to Hearthstone Dr, and proceeding westerly along Hearthstone Dr to Rolling Ln and proceeding northerly along Rolling Ln to Map and Parcel 51-74, and proceeding westerly to South Plain Bk, and proceeding southerly to Map and Parcel 38-001, and proceeding easterly to Horse Brk and Map and Parcel 38-004, and proceeding westerly along Horse Bk to Map and Parcel 38-002, and proceeding southerly along Horse Bk to Philip St, and proceeding easterly along Philip St to South St, and proceeding north westerly along South St to Main St, and proceeding easterly along Main St to Brook St, and proceeding north westerly along Brook St to Green St, and proceeding north easterly along Green St to Lowell Mason Rd, and proceeding westerly along Lowell Mason Rd to North St, and proceeding northerly along North St to Pine St, and proceeding north easterly along Pine St to Cedar Ln, and proceeding northerly along Cedar Ln to Winter Bk, and proceeding westerly along Winter Bk to point of beginning.

Medfield Precinct 3

All of that portion of Medfield Town bounded and described as follows: Beginning at the point of intersection of South St and Rocky Ln, and proceeding northerly along South St to Horse Brk, and proceeding north easterly along South St to Conrail RR, and proceeding northerly along South St to Nantasket Brk, and proceeding northerly along Nantasket Brk to Map and parcel 38-002, and proceeding northerly to Map and Parcel 38-004, and proceeding northerly to Map and Parcel 38-001, and proceeding easterly to Rolling Ln, and proceeding southerly along Rolling Ln to Hearthstone Dr, and proceeding easterly along Hearthstone Dr to Nebo St, and proceeding southerly along Nebo St to Millbrook Rd, and proceeding easterly along Millbrook Rd to Gun

Hill Rd, and proceeding northerly along Millbrook Rd to Map and Parcel 52-50, and proceeding westerly to Map and Parcel 52-40, and proceeding northerly along Tubwreck Brk to Main St, and proceeding easterly along Main St to Medfield/Dover/Walpole town line, and proceeding easterly along Medfield/Norfolk town line to Granite St, and proceeding north westerly along Granite St to Rocky Ln, and proceeding westerly along Rocky Ln to the point of beginning.

Medfield Precinct 4

All of that portion of Medfield Town bounded and described as follows: Beginning at the point of intersection of Millis/Medfield town line and the Norfolk/Medfield town line, and proceeding northerly along the Millis/Medfield town line to Main St, and proceeding easterly along Main St to Vine Brk, and proceeding northerly along Vine Brk to North Meadows Rd, and proceeding easterly along Vine Brk, to Conrail RR, and proceeding northerly along Conrail RR to Frairy St, and proceeding easterly along Frairy St to Upham Rd, and proceeding southerly along Upham Rd to Vine Bk, and proceeding north easterly along Vine Br to North St, and proceeding easterly along Vine Bk to Brook St, and proceeding south easterly along Brook St to Main St, and proceeding south westerly along Main St to South St, and proceeding south easterly along South St to Philip St, and proceeding easterly along Philip St to Horse Bk, and proceeding southerly along Horse Bk to South St, and proceeding southerly along South St to Rocky Ln, and proceeding easterly along Rocky Ln to Granite St, and proceeding southeasterly along Granite St to Medfield/Norfolk town line and proceeding easterly to point of beginning.

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011005	61	47	0	5	1	0	0	8	1	60
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011006	128	112	0	5	2	0	0	9	2	126
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011007	68	59	5	0	2	0	0	2	2	66
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011008	58	53	0	3	1	0	0	1	0	58
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011009	15	10	0	0	0	0	0	5	0	15
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011010	185	182	0	1	0	0	1	1	1	184
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011013	51	49	0	0	1	1	0	0	0	51
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011014	110	84	10	9	0	0	1	6	4	106
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011015	98	83	0	6	0	0	0	9	1	97
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011016	69	65	2	1	0	0	0	1	0	69
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011017	17	5	3	0	1	0	0	8	2	15
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011018	36	33	0	0	0	0	0	3	3	33
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011019	10	8	0	2	0	0	0	0	0	10
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011020	9	8	0	1	0	0	0	0	1	8
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011021	104	100	0	3	0	0	0	1	0	104
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011022	73	63	0	8	0	0	0	2	3	70
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011023	21	10	7	4	0	0	0	0	0	21
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011024	85	68	0	6	2	0	0	9	4	81
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011025	127	121	2	4	0	0	0	0	2	125
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011026	122	107	0	7	1	0	0	7	4	118
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011027	103	99	0	0	0	0	1	3	0	103
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011028	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011030	30	23	3	0	0	0	0	4	3	27
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011031	25	24	1	0	0	0	0	0	0	25
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061011034	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012014	13	10	0	0	1	0	0	2	4	9
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012015	2	1	0	0	0	0	0	1	0	2
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012016	12	7	0	0	0	0	0	5	5	7
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061012019	57	56	0	0	1	0	0	0	1	56
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013000	39	38	0	0	0	0	0	1	0	39
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013001	22	17	0	2	0	0	0	3	0	22
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013002	99	81	1	2	1	0	0	14	1	98
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013003	65	56	0	0	3	0	0	6	4	61
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013004	261	247	1	13	0	0	0	0	0	261
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013005	59	50	1	4	0	0	0	4	0	59
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013006	62	57	0	5	0	0	0	0	0	62
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013007	35	23	3	0	1	0	1	7	5	30
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013008	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013009	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013010	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013011	147	138	0	3	0	0	0	6	5	142
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013012	50	45	0	4	1	0	0	0	1	49
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013013	202	187	0	6	5	0	1	3	1	201
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013014	35	26	2	3	0	0	0	4	4	31
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013015	0	0	0	0	0	0	0	0	0	0

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013016	30	17	0	3	2	0	0	8	3	27
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013017	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013018	91	76	0	1	0	0	0	14	10	81
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013019	1	1	0	0	0	0	0	0	0	1
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013020	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013021	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013022	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013023	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013024	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013025	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013026	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013027	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013028	20	11	0	4	0	0	0	5	0	20
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013029	56	51	0	3	1	0	0	1	1	55
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013030	7	4	0	0	0	0	0	3	0	7
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013031	52	48	0	0	1	0	0	3	3	49
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013032	34	21	4	6	0	1	0	2	1	33
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013033	20	16	1	0	0	0	0	3	4	16
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013034	168	109	11	0	13	0	3	32	19	149
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013035	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013036	32	9	10	4	2	0	1	6	3	29
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013037	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1	Medfield Town Precinct 1	250214061013038	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 1 Total		68	3,276	2,815	67	128	43	2	9	212	108	3,168
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011000	35	26	0	5	1	0	0	3	2	33
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011001	217	189	1	7	2	0	0	18	18	199
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011002	30	30	0	0	0	0	0	0	0	30
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011003	155	146	0	7	0	0	0	2	6	149
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011004	44	38	0	0	0	0	0	6	0	44
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011011	148	140	0	6	0	0	0	2	2	146
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011012	60	52	0	1	0	0	0	7	2	58
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061011033	197	135	40	4	4	0	0	14	12	185
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012000	682	635	1	15	2	0	0	29	15	667
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012001	16	11	0	1	2	0	0	2	1	15
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012002	59	51	0	3	1	0	0	4	5	54
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012003	70	61	0	0	0	0	0	9	9	61
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012004	25	19	0	0	3	0	0	3	2	23
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012005	32	23	0	3	5	0	0	1	0	32
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012006	23	21	0	0	2	0	0	0	3	20
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012007	32	28	0	0	0	0	0	4	2	30
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012008	16	14	0	0	0	0	0	2	0	16
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012009	54	52	0	2	0	0	0	0	0	54
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012010	12	10	0	1	0	0	0	1	0	12
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012011	135	129	0	0	0	0	0	6	1	134

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012012	46	39	0	0	0	0	0	7	0	46
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012013	12	11	0	0	0	0	0	1	0	12
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012017	187	178	0	9	0	0	0	0	0	187
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012018	9	6	0	3	0	0	0	0	0	9
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012020	31	27	0	0	0	0	0	4	0	31
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012021	54	47	0	3	0	0	0	4	2	52
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012022	54	54	0	0	0	0	0	0	0	54
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012023	10	5	0	3	0	0	0	2	0	10
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012024	71	71	0	0	0	0	0	0	0	71
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012025	9	7	0	0	0	0	0	2	0	9
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012026	14	13	0	0	0	0	0	1	0	14
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012027	20	18	0	2	0	0	0	0	0	20
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061012028	42	40	0	0	0	0	0	2	0	42
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021001	12	8	0	0	0	0	0	4	2	10
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021006	51	41	0	0	3	0	0	7	9	42
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021009	129	103	0	5	1	0	0	20	2	127
Medfield Town Precinct 2	Medfield Town Precinct 3	250214061021010	50	46	0	0	2	0	0	2	4	46
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021017	184	175	0	5	0	0	0	4	0	184
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021018	30	23	0	1	0	0	0	6	0	30
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021027	44	34	0	5	0	0	0	5	1	43
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021028	73	61	4	5	0	0	1	2	3	70
Medfield Town Precinct 2	Medfield Town Precinct 2	250214061021029	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 2 Total		42	3,174	2,817	46	96	28	0	1	186	103	3,071
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021000	168	151	0	9	0	0	0	8	4	164
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021002	11	7	0	2	0	0	0	2	0	11
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021003	26	22	0	3	1	0	0	0	4	22
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021004	78	62	0	11	0	0	0	5	2	76
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021005	47	41	0	5	0	0	0	1	1	46
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021007	9	1	0	3	1	0	0	4	3	6
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021008	112	100	0	12	0	0	0	0	0	112
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021011	112	100	3	6	0	0	0	3	7	105
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021012	127	120	0	3	0	0	0	4	5	122
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021013	252	227	0	7	0	0	0	18	1	251
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021014	54	49	0	0	0	0	0	5	8	46
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021015	39	35	0	2	0	0	0	2	4	35
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021016	15	11	0	0	0	0	0	4	0	15
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021020	105	98	0	6	1	0	0	0	2	103
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021021	90	87	0	0	0	0	0	3	3	87
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021022	21	21	0	0	0	0	0	0	0	21
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021023	38	38	0	0	0	0	0	0	0	38
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021024	33	27	1	4	0	0	0	1	0	33
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021025	79	69	0	1	3	0	0	6	3	76
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021026	46	30	1	9	0	0	0	6	3	43
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061021030	42	33	1	8	0	0	0	0	1	41

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023000	19	13	0	0	0	0	0	6	5	14
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023001	16	11	0	1	0	0	0	4	0	16
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023002	12	12	0	0	0	0	0	0	0	12
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023003	126	118	0	0	0	0	0	8	2	124
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023004	11	7	0	0	0	0	0	4	2	9
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023005	85	70	1	12	0	0	0	2	1	84
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023006	140	132	0	5	0	0	0	3	5	135
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023007	103	93	2	0	1	0	0	7	6	97
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023008	55	49	0	3	0	0	0	3	1	54
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023009	49	41	0	4	0	0	0	4	0	49
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023010	18	18	0	0	0	0	0	0	2	16
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023011	34	33	0	0	0	0	0	1	0	34
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023012	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023013	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023014	60	51	1	3	0	0	0	5	2	58
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023015	310	279	0	10	1	0	0	20	9	301
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061023016	78	66	0	5	2	0	0	5	2	76
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024003	79	74	1	2	0	0	0	2	0	79
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024004	298	280	0	13	1	0	0	4	4	294
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024005	52	41	1	1	0	0	0	9	6	46
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024006	27	12	1	6	0	0	0	8	3	24
Medfield Town Precinct 3	Medfield Town Precinct 3	250214061024007	28	24	0	0	0	0	0	4	0	28
Medfield Town Precinct 3 Total		43	3,104	2,753	13	156	11	0	0	171	101	3,003
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011029	79	55	6	0	3	0	0	15	7	72
Medfield Town Precinct 4	Medfield Town Precinct 2	250214061011032	61	46	0	2	6	0	0	7	3	58
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011035	11	7	0	1	1	0	0	2	2	9
Medfield Town Precinct 4	Medfield Town Precinct 2	250214061011036	37	31	2	0	2	0	0	2	2	35
Medfield Town Precinct 4	Medfield Town Precinct 2	250214061011037	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011038	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061011039	16	14	0	0	0	0	0	2	0	16
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061021019	58	51	1	1	0	0	0	5	0	58
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022000	72	68	0	3	0	0	0	1	1	71
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022001	54	50	0	0	0	0	0	4	2	52
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022002	74	70	2	2	0	0	0	0	2	72
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022003	47	38	0	3	0	0	0	6	5	42
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022004	75	75	0	0	0	0	0	0	0	75
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022005	148	128	0	12	0	0	0	8	1	147
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022006	13	8	0	2	1	0	0	2	0	13
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022007	90	82	0	2	2	0	0	4	0	90
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022008	25	19	2	0	3	0	0	1	3	22
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022009	19	16	0	3	0	0	0	0	2	17
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022010	41	29	0	6	0	0	0	6	2	39
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022011	35	34	0	0	1	0	0	0	0	35
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022012	193	170	7	7	0	0	0	9	4	189

Medfield 2020

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022013	59	58	0	0	1	0	0	0	0	59
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022014	33	32	0	0	0	0	0	1	0	33
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022015	100	80	0	4	2	0	0	14	4	96
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022016	6	0	0	5	0	0	0	1	1	5
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022017	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022018	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022019	63	63	0	0	0	0	0	0	0	63
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022020	65	55	0	0	0	0	0	10	10	55
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022021	58	55	2	0	0	0	1	0	1	57
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061022022	7	6	0	0	0	0	0	1	1	6
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024000	116	97	1	10	1	1	1	5	4	112
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024001	121	110	0	4	0	0	0	7	6	115
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024002	36	36	0	0	0	0	0	0	0	36
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024008	303	281	1	16	0	0	0	5	1	302
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024009	103	94	0	9	0	0	0	0	3	100
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024010	36	31	0	0	0	0	0	5	2	34
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024011	64	55	1	4	0	0	0	4	0	64
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024012	82	68	0	8	3	0	0	3	5	77
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024013	298	279	0	6	0	0	0	13	2	296
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024014	26	20	0	0	0	0	0	6	3	23
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024015	19	19	0	0	0	0	0	0	0	19
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024016	78	74	0	0	2	0	0	2	6	72
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024017	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024018	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024019	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024020	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024021	17	14	0	0	0	0	0	3	0	17
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024022	27	27	0	0	0	0	0	0	0	27
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024023	53	52	0	1	0	0	0	0	0	53
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024024	83	67	0	4	3	0	0	9	4	79
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024025	27	21	3	1	0	0	0	2	0	27
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024026	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024027	0	0	0	0	0	0	0	0	0	0
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024028	19	17	0	0	0	0	0	2	0	19
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024029	102	97	0	0	0	0	0	5	4	98
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024030	44	42	0	0	0	0	0	2	1	43
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024031	33	28	0	3	1	0	0	1	0	33
Medfield Town Precinct 4	Medfield Town Precinct 4	250214061024032	19	15	1	0	0	0	0	3	0	19
Medfield Town Precinct 4 Total		59	3,245	2,884	29	119	32	1	2	178	94	3,151
Grand Total		212	12,799	11,269	155	499	114	3	12	747	406	12,393

Rapid Recovery Plan Phase 3 Final Presentation

Town of Medfield



Agenda

- Project Background
- Phases 1 & 2: Work Performed
- Phase 3:
 - Diagnostic Findings
 - Project Recommendations
- Funding Opportunities
- Next Steps

Project Background



- In December 2020, the Town submitted an application to the Massachusetts Department of Housing and Community Development (DHCD) to take part in the Local Rapid Recovery Planning Program (LRRP).
- A total of 119 communities in Massachusetts are part of this program.
- There are three phases for this project
 - Phase 1: Diagnostic (March – June)
 - Phase 2: Project Recommendations (June – July)
 - Phase 3: Rapid Recovery Plan Development (July – September)
- Additional information is available on the [LRRP Website](#).

Medfield Study Area



Phase 1 Work Performed

- Site visit of study area
- Initial meeting with project team
- Data collection
- Data submitted to DHCD

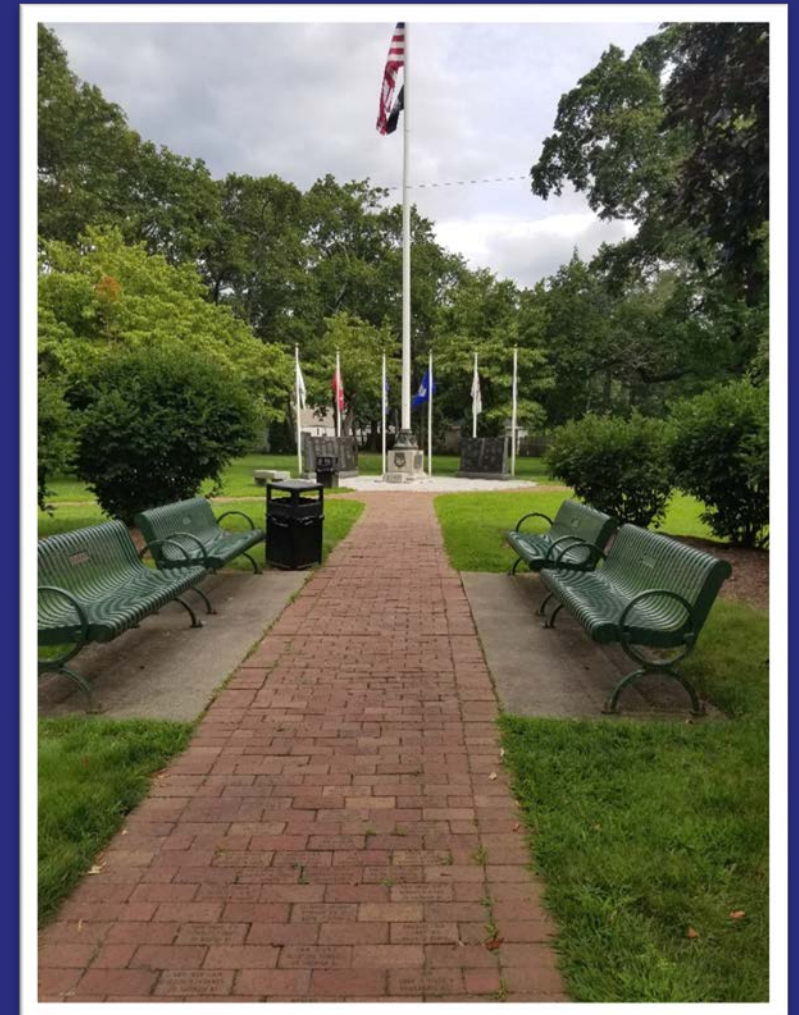


Phase 1 focused on answering the following key questions:

- *How conducive is the physical environment to meeting the needs and expectations of both businesses and customers?*
- *Who are the customers of businesses in the Study Area?*
- *What are the impacts of COVID-19 on businesses in the Study Area?*

Phase 2 Work Performed

- Continued community engagement
- Review of data collected and background research
- Meetings with Project Team
- Development of project ideas
- Meetings with Subject Matter Experts (SMEs)
 - BETA Group
 - BSC Group



- Extend/improve sidewalks
- More dining options
- Put powerlines underground

- Business survey
- Community survey
- Social Pinpoint site

Diagnostic Findings

Customer Base

- Strong customer base with buying potential
- Potential to attract a regional customer base

Physical Environment

- Compact, walkable downtown
- Busy intersections can be challenging for pedestrians
- Demand for better sidewalk connectivity
- Demand for public transit



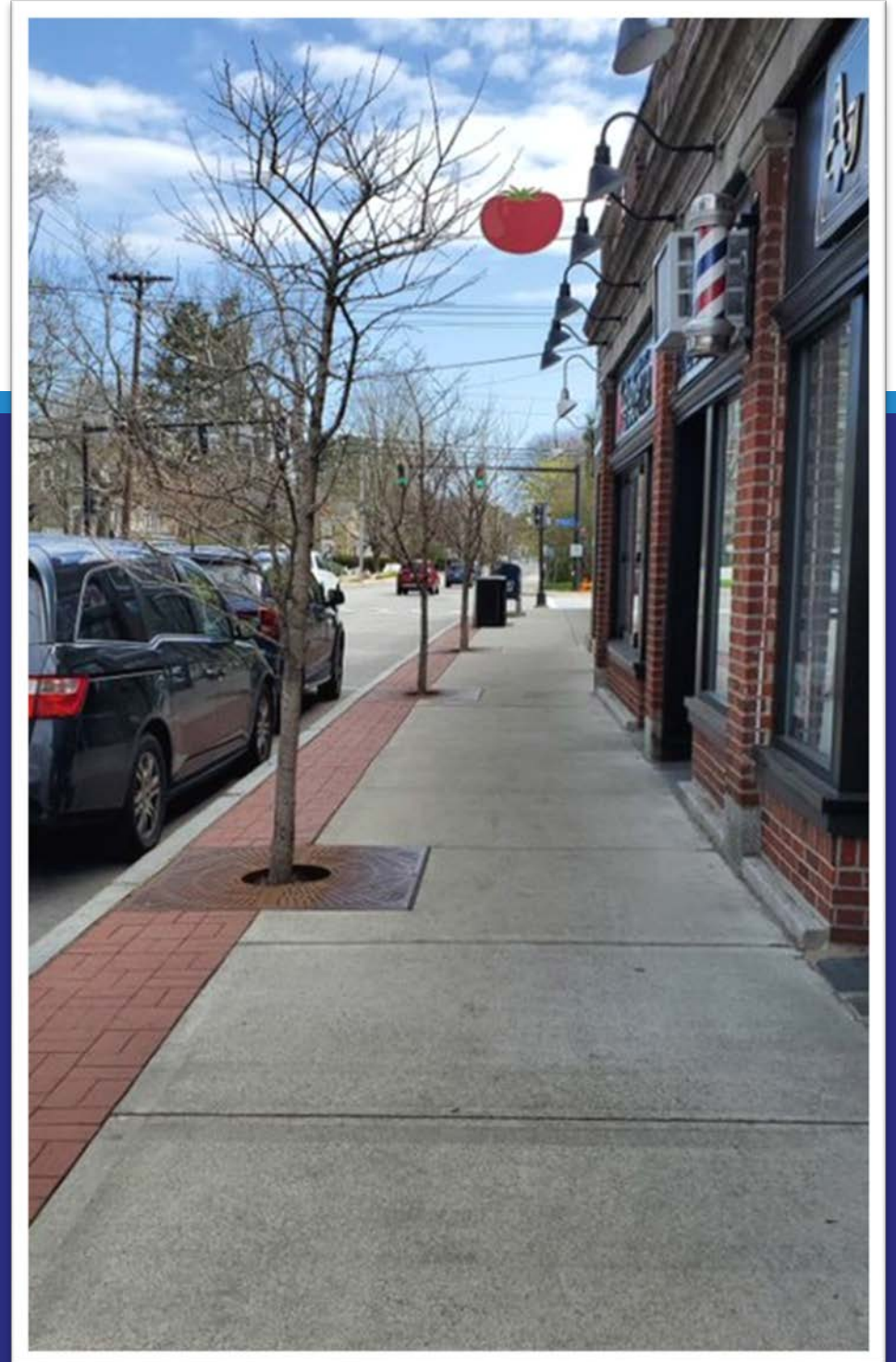
Diagnostic Findings

Business Environment

- Few downtown vacancies
- Demand for a tenant mix that includes more specialty shops and restaurants

Administrative Capacity

- Limited capacity to staff economic development initiatives
- Active community groups could help to support economic development programs





**PUBLIC
REALM**

Project Recommendations:

1. **Install Wayfinding Signage**
2. **Launch a Traffic Calming Pilot Project**
3. **Adopt a Complete Streets Policy and Prioritization Plan and Conduct a Road Safety Audit**



Install Wayfinding Signage

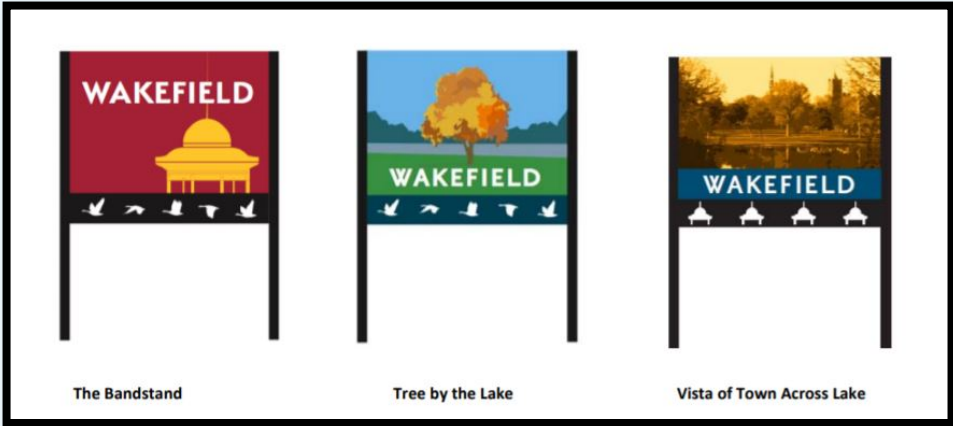
- To create visual cohesiveness and a sense of place
- To provide consistent information to assist the public in navigating downtown
- To improve the overall downtown experience for all visitors

Process:

- Select a design consultant
- Engage the community
- Conduct an inventory and assessment
- Develop a consistent and standardized wayfinding plan and sign design specifications
- Coordinate with Town departments for review, approval, and installation
- Promote the project



Best Practice: Wakefield, MA



Launch a Traffic Calming Pilot Project

- To improve pedestrian accessibility and safety
- To reduce vehicle speeds through downtown
- To enhance the physical environment

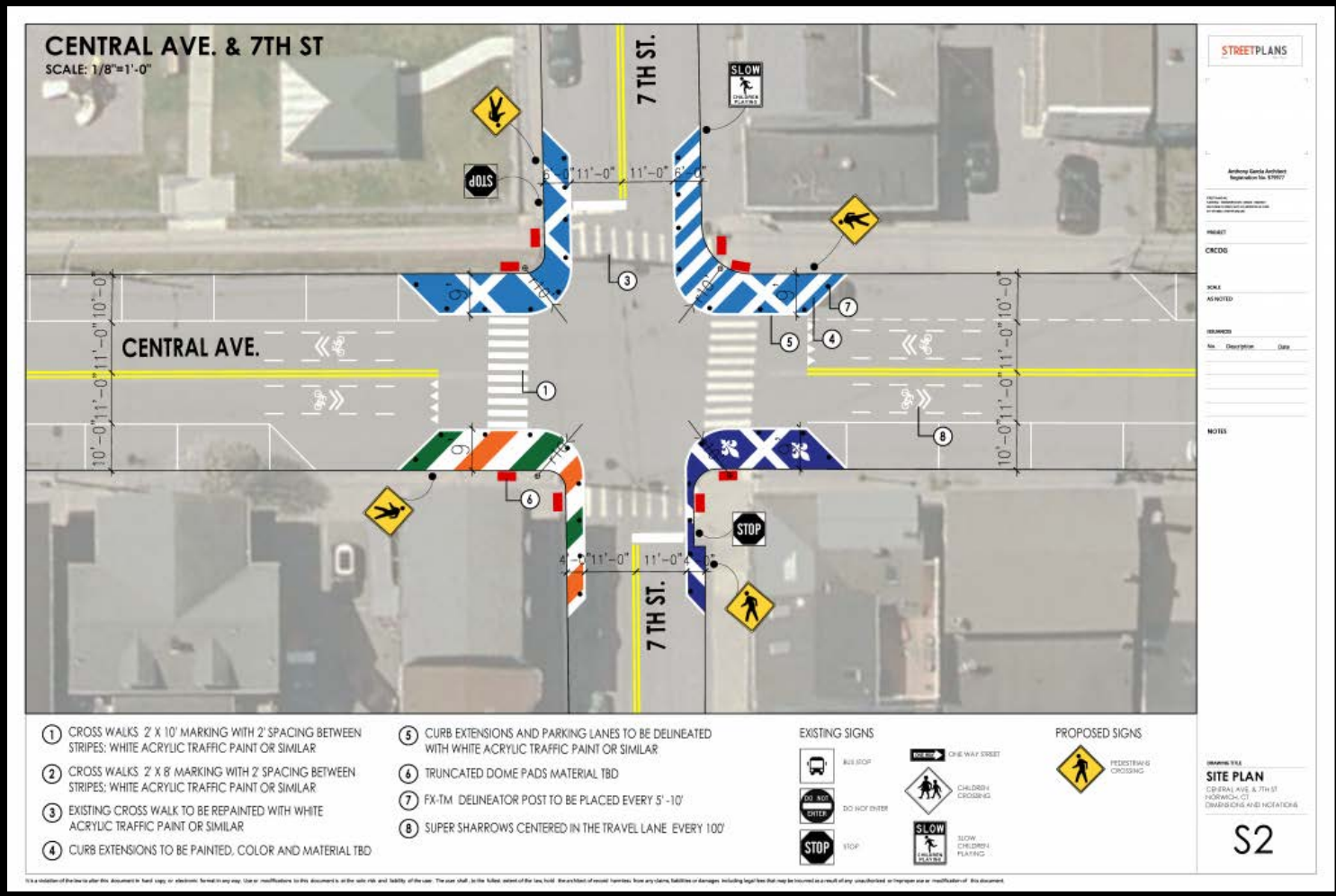
- To collect data on the effectiveness of traffic calming measures
- To gain community support for a longer-term project

Process:

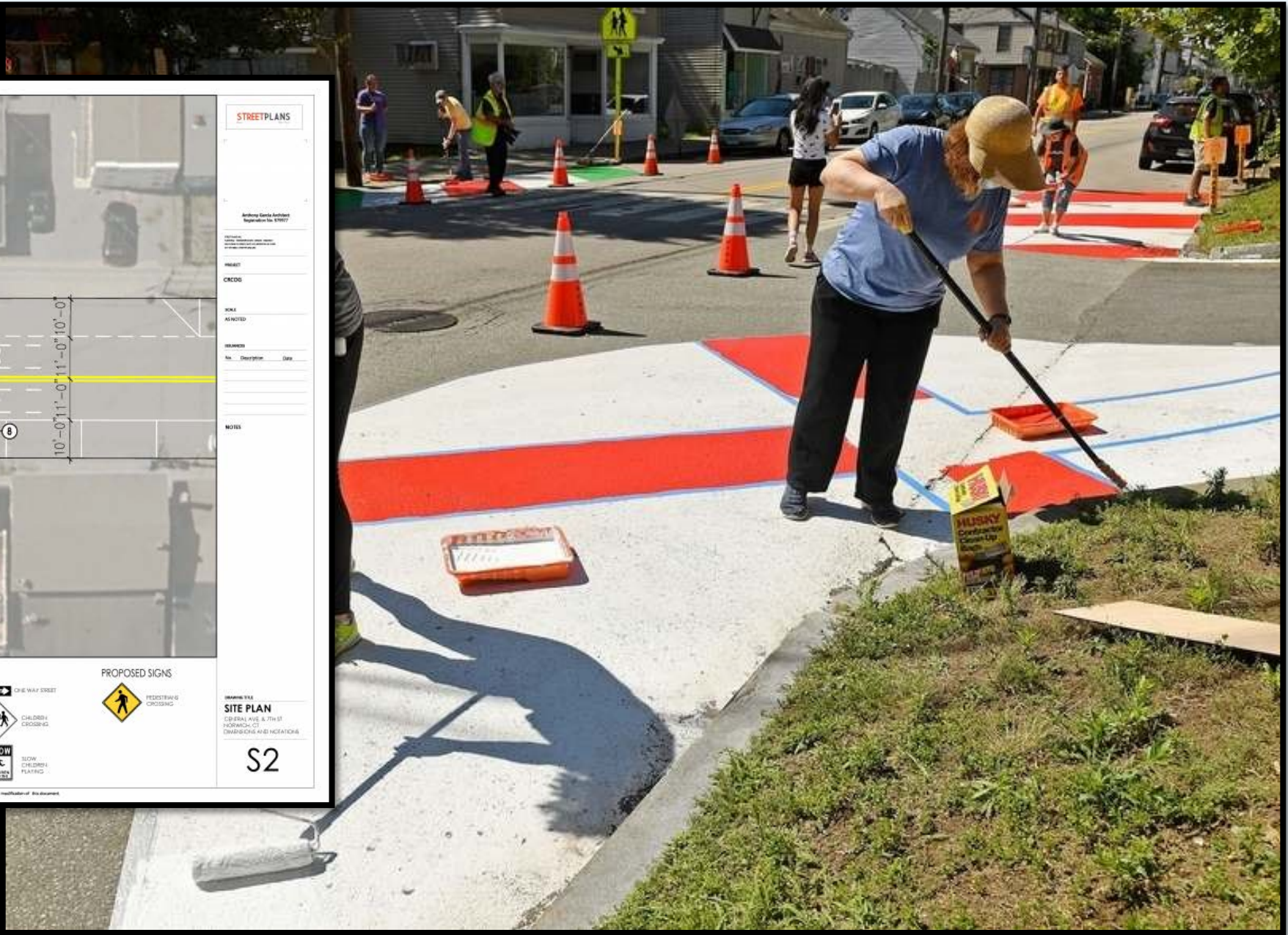
- Determine and collect baseline data
- Identify traffic calming needs and develop a plan
- Purchase or locate temporary infrastructure
- Set a timeframe for installation
- Publicize the project and create opportunities for public participation
- Collect experimental conditions data and document results



Best Practice: Norwalk, CT



Source: Capital Region Council of Governments



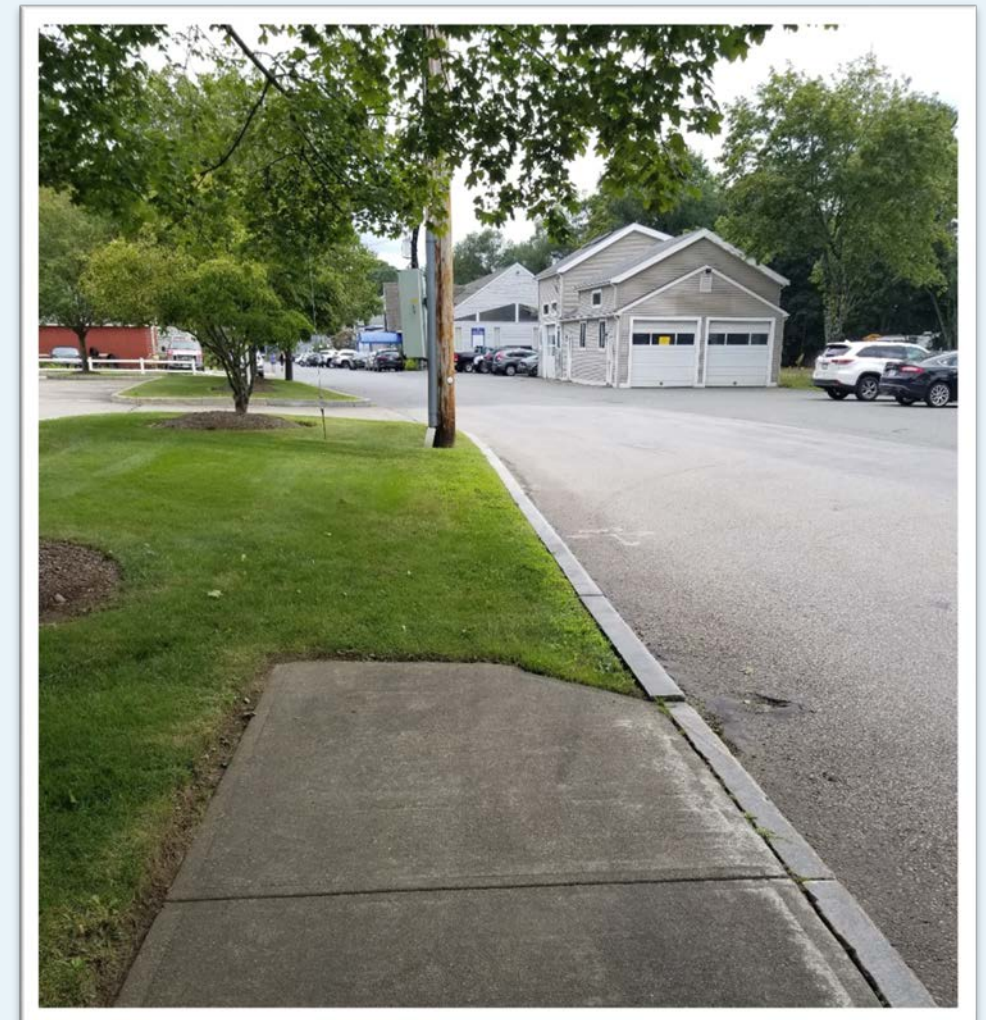
Installation of painted curb extensions in Norwalk. Source: Sean D. Elliot, The Day

Adopt a Complete Streets Policy and Prioritization Plan and Conduct a Road Safety Audit

- To formalize Town support for Complete Streets principles
- To evaluate the existing streets and develop a plan to create a safer and more inclusive street network
- To make Medfield eligible for up to \$400,000 in funding for construction projects

Process:

- Develop and adopt a Complete Streets Policy that reflects the Town's goal to make getting around Town safe and pleasant for all transportation modes.
- Conduct a Road Safety Audit of downtown Medfield to understand existing conditions and identify opportunities for mitigation
- Develop a Complete Streets Prioritization Plan to identify infrastructure project that support the Town's Complete Streets Policy





PRIVATE
REALM



Project Recommendations:

4. Establish a Façade Improvement Grant Program

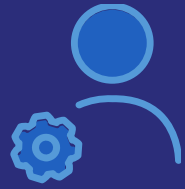
Establish a Façade Improvement Grant Program

- To strengthen the economic viability by supporting locally owned businesses
- To contribute to downtown revitalization and creating a sense of place
- To stimulate additional private investment

Process:

- Establish a committee to oversee the program and be responsible for reviewing applications
- Determine the terms of the grant, including: funding structure, matching requirement, eligible projects, review criteria, priority, program area, design guidelines
- Involve the business community in development of the program and to provide feedback after the first round of grant projects have been completed





**ADMIN
CAPACITY**

Project Recommendations:

5. Create a Business Portal



Create a Business Portal

- To provide a central resource for new and existing businesses to access information
- To promote Medfield's businesses and assist users in finding products and services in the Town
- To promote Medfield as a business-friendly Town

Process:

- Develop a business database
- Create an online business directory
- Develop a business portal as a central location for businesses to access information about relevant municipal services as well as business development and economic development resources and programs
- Continue to expand and update the business portal content to serve the needs of the Town's business community



Funding Opportunities

- **Coronavirus State and Local Fiscal Recovery Funds (ARPA)**
- **Massachusetts Downtown Initiative (MDI) Technical Assistance Program (DHCD)** - Technical assistance for revitalization projects
- **Commonwealth Places (MassDevelopment)** - Locally driven placemaking projects (nonprofit and community groups)
- **Shared Streets and Spaces (MassDOT)** – Safe street design; pedestrian and bicycle facilities
- **Community Compact IT Grant Program** – Implementation of innovative IT projects

Next Steps

- Consider building administrative capacity to support economic development initiatives.
- Identify funding for LRRP projects.
- Begin with short-term, low-risk projects that will have an immediate impact on the community to build community support for future implementation efforts.
- Build relationships and maintain communication with the public, community leaders, and the business community.



Thank You!





Nicholas Milano <n milano@medfield.net>

Additional Emergency Funding Request for the Fire Alarm Panel at Memorial School

Amy Colleran <acolleran@email.medfield.net>

Mon, Sep 27, 2021 at 8:05 AM

To: Kristine Trierweiler <ktrierweiler@medfield.net>, Nicholas Milano <n milano@medfield.net>, Michael LaFrancesca <m lafrancesca@email.medfield.net>

Kristine/Nick,

We will be looking for additional funding to replace the FA panel at the Memorial School. We had \$25k approved from Capital last year. The final costs will end up being \$65k. We had anticipated the replacement of the existing panel (only) but came to find out that the panel/wiring/connection is obsolete and a brand new system is needed. We will be requesting an additional \$40k to cover the additional cost. Can this item be added to the agenda for the next BOS meeting? See attached proposal.

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

This electronic transmission is for the intended recipient only and may contain information that is privileged, confidential, or otherwise protected from disclosure. Any review, dissemination, or use of this transmission or any of its contents by persons other than the intended recipient is strictly prohibited. If you receive this transmission in error, please notify the sender immediately upon receipt and delete or destroy the communication and its attachments. Thank you for your cooperation.

This electronic transmission is for the intended recipient only and may contain information that is privileged, confidential, or otherwise protected from disclosure. Any review, dissemination, or use of this transmission or any of its contents by persons other than the intended recipient is strictly prohibited. If you receive this transmission in error, please notify the sender immediately upon receipt and delete or destroy the communication and its attachments. Thank you for your cooperation.

 **59 Adams Street, Medfield FA replacement 91621DC (1).pdf**
185K

**NSG**

Life Safety

Fire Alarm, Integrated Security, Critical Communications

September 16, 2021

Customer: Medfield Public Schools

Project: 59 Adams Street
Fire Alarm Emergency Replacement

Scope of Services:

Quotation is for complete one-for-one replacement of the existing obsolete EST-2 Fire Alarm System with a new Autocall 4100ES Voice Evacuation Fire Alarm System. **This proposal conforms to Mass State Contract TRD-03**

Quotation based on walkthrough conducted on September 15, 2021 and Test/Inspection reports.
Project to be completed by Christmas break assuming there is no breakdown in supply chain for raw materials.

Quotation includes:

- A complete Autocall addressable fire alarm system with Voice evacuation, main FACU in electric room with digital communicator, Remote LCD Annunciator with voice, Existing Radio Masterbox interface, beacon, Complete installation, permits, programming, pre-test, fire department test, Headend terminations at the main FACP, site deliveries for rough and finish, and complete submittal package including Tier I and II documentation.
- Existing cable shall be reused and is assumed to be free from defect.
- Quote is for a one-for-one replacement with no additions to the system as it currently exists

Quotation specifically excludes:

- cable, cable installation, and sales tax.

Quotation Price: \$65,000.00

Quotation includes the following Bill of Materials:

A4090-9001	IAM SUPERVISED IDNET	10
A4090-9002	IAM RELAY, IDNET	12
A4090-9802	COVER, ZAM, 4", SURFACE	12
A4090-9807	COVER, IAM, SG, SURFACE	10
A4090-9810	BRACKET, IAM	10
A4098-9714	SSD PHOTO SENSOR	65
A4098-9733	SSD HEAT SENSOR	5
A4098-9789	LIFEALARM SENS BASE W/LED OUT	5
A2098-9808	REMOTE ALARM INDICATOR	5
A4098-9755	DUCT SENSOR HOUSING	6
A2098-9806	REMOTE TEST STA RED LED KEY SW	6
A4098-9858	SAMPLING TUBE 97"	6
A4099-9006	STATION-LED, DA PUSH ADDR	12
A4906-9101	V/O M-C NON-ADDRESS, RED, WALL	8
A4906-9127	A/V M-C NON-ADDRESS, RED, WALL	8
A4906-9151	S/V M-C NON-ADDRESS, RED, WALL	35
A009-9201	NAC EXTENDER 120VAC, IDNET	3
A009-9808	ADAPTER, CLASS A, IDNET	3



799 Fall River Ave.
Seekonk, MA 02771
Office: 800-828-Fire (3473)

PS12120	12V 12 AMP HOUR BATTERY	6
A2088-9021	ENCAPSULATED RELAY PAM-1	10
125STRNR1248D	BEACON	1
0	Permits	1
	100 watt amp, class A adapter, ESPS conventional, quad loop module, 8 pt relay module	1
3 bay	ANNUNCIATOR WITH MIC AND CONTROL	1
2 BAY	CONTROL	1
PS12550	12V 55 AMP HOUR BATTERY	2

Terms and Conditions:

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and/or services to be performed as set forth in the Scope of Work ("Scope of Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Services, the price will be increased accordingly.

Subject to the limitations below, Company warrants any equipment and Software installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier.

Warranty Service: Warranty Service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after-hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

Backcharges: No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing.

Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Shipping: Complete order from manufacturer(s) drop shipped to EC destination of choice

Payment. FOB net 30 no retainage on material

Please feel free to contact us by any means with questions or concerns. Thanks for the opportunity.



799 Fall River Ave.
Seekonk, MA 02771
Office: 800-828-Fire (3473)

Respectfully,

Daniel J. Chauvin, CET

President

NICET IV Fire Alarm Engineering Technologist

NSG Life Safety

699 Fall River Ave

Seekonk, MA 02771

Office: (800) 828-FIRE X221

Cell: 774-338-1839

www.NSGlifesafety.com

Dchauvin@NSGlifesafety.com

[illegible]



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

This Contract is made this 1st day of July 2021 by and between the Town of Medfield, acting by and through its Board of Selectmen, 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 Aalanco Service Corporation, having a usual place of business at 80-B Turnpike Road, Westborough, MA 01581 hereinafter referred to as the “Contractor”.

WITNESSED:

Whereas, the Town solicited submission of Boiler /Burner Preventive Maintenance for the following Building and Services hereinafter referred to as “Service”:

Medfield Town Hall: (1x annually) Burner Preventive Maintenance – clean and overhaul (1) Burnham V905 boiler along with the Powerflame gas fired burner.

Medfield Town Library: (1x annually) Burner Preventive Maintenance – clean out and overhaul (1) Lochinvar KBN400 Hot Water Boiler.

Medfield Parks and Recreational Building: (1x annually) Boiler Preventive Maintenance – clean and overhaul (1) Burnham 8H-12 Steam Boiler.

Medfield DPW Building: (1x annually) Boiler Preventive Maintenance – clean out and overhaul (1) HTP Modcon 500 Hot Water Boiler.

Medfield Public Safety Building: (1x annually) Boiler Preventive Maintenance – clean out and overhaul (2) Lochinvar Crest Heating Boilers.

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

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

1. Contract Documents: The Contract consists of this Agreement together with the technical specifications “Boiler Preventive Maintenance”. (Attachment A/per building) 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/per building, 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. Delivery: The Contractor shall deliver Services to **Town Buildings as noted on Attachments A/per building.**
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 warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
6. Contract Term: The Contract Term is as follows: **7/1/21 through 6/30/22.** A new contract will need to be issued after this time period.
7. Payment for Work: The Town shall pay for the Service in accordance with the pricing as noted on attached proposals per building. The Contractor to Town shall submit invoices for payment for the Service according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

Medfield Town Hall: per serviced listed in Attachment A. **TOTAL - \$1,360.00**

Medfield Town Library: per serviced listed in Attachment A. **TOTAL - \$895.00**

Medfield Parks and Recreational Building: per serviced listed in Attachment A. **TOTAL - \$1,310.00**

Medfield DPW Building: per serviced listed in Attachment A. **TOTAL - \$895.00**

Medfield Public Safety Building: per serviced listed in Attachment A. **TOTAL - \$4,220.00**

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 suppliers. 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 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 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.

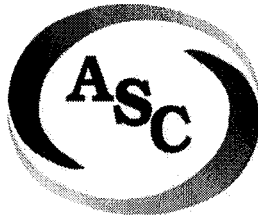
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

Contractor:

Board of Selectman:

By: _____

Title: _____



ATTACHMENT
"A"

September 21, 2021

Town Of Medfield
Wayne Langille
Director of Facility's
459 Main Street
Medfield, Ma 02052

RE: Town hall Burner Preventative Maintenance

Dear Wayne:

Thank you for the opportunity to allow us to quote you on the Preventive Maintenance for your facility located at the Town hall in Medfield.

Preventative maintenance done regularly reduces overall cost, unnecessary breakdowns and excessive fuel consumption

Per your request Aalanco Service Corporation proposes to clean and overhaul the one (1) Burnham V905 boiler along with the Powerflame gas fired burner. We shall open and clean the fireside of the boiler and inspect the breaching and remove all the soot and debris. Each cleanout door will be re assembled with new factory Authorized rope. All safety controls will be dismantled cleaned, flushed and inspected. We shall flush the boiler down take apart the low water cut out and pump controller, all float assembly's will be cleaned and re assemble utilizing new factory authorized gaskets. The gas fired burner will be completely dismantled and cleaned including the blower wheel and air intake. The ignition assembly will be dismantled and cleaned, and the igniter replaced. Once complete we shall reassemble the boilers and burners utilizing factory authorized repair parts. We shall then start and fine tune the boilers for optimum efficiency utilizing an electronic combustion analyzer. A detailed report will be left on site with a combustion report. All debris related to the work will be removed from the premises and properly disposed of.

Your investment for the specified scope of work will be \$1360.00 plus applicable tax.

All Aalanco personnel have been OSHA Certified and safety trained to work in all environments required by our customers. All work will be performed in an efficient and professional manner.

Aalanco Service Corporation is your full service mechanical contractor, our skilled technicians are available twenty four (24hrs) a day year round.

AALANCO Service Corporation

80-B Turnpike Road • Westborough MA 01581 • Tel (508) 366-1449 • (800) 215-6698 • Fax (508) 366-1196
GAS/OIL BURNER SERVICE • MECHANICAL SERVICES • SCHEDULED MAINTENANCE PROGRAMS
AIR CONDITIONING • BOILERS & BURNERS • TANK INSTALLATION/REMOVAL/TESTING • MOBILE BOILERS

CONTINGENCIES

This proposal has been priced based upon the following contingencies

- Unimpeded access to the worksite
- All work to be performed by Aalanco during normal working hours
- Aalanco cannot be held responsible for any delays caused by weather, federal, state or local officials, or any other circumstances beyond Aalanco's control.
- Aalanco Service Corporation will not be responsible for any existing code violations that are present prior to the start of work. Aalanco can rectify any violations or code non-compliance, if you so choose, on a time and materials basis separate from this quote.

Exclusions

- Repairs to alterations to any existing code violations
- Repairs to alterations to any floor or ceiling products
- Repairs to alterations to existing fresh air for mechanical room
- Repairs to alterations to existing chimney or stack

Terms

Terms are PO # required upon acceptance of contract, balance net thirty days from completion of the contract. All jobs are quoted at net price; no additional discounts are allowed unless specified.

Insurance

AALANCO Service Corporation recognizes its responsibility to its customers to carry all Required insurance.

Warranty

All new equipment will be covered by the manufacturer's warranty.

The only purpose of this proposal is to set forth certain business points. This proposal does not incorporate all the terms and conditions. The preparation and execution of a more detailed and comprehensive written agreement between you and Aalanco Service Corporation is contemplated. AALANCO Service Corporation shall be bound only by the execution of that agreement and not by this preliminary proposal. Aalanco Service Corporation shall have the right to modify or withdraw this proposal at any time before the execution of the contemplated agreement.

Please feel free to contact me if you have any questions or require additional information. This quote will remain valid for 30 days from its date.

Sincerely,

Daniel K Bandanza
Aalanco Service Corporation

Agreed and Accepted by:

Company _____

Signature _____

Title _____

Date _____

July 18, 2018

Town Of Medfield
Wayne Langille
Director of Facility's
459 Main Street
Medfield, Ma 02052

RE: Library Burner Preventative Maintenance

Dear Wayne:

Thank you for the opportunity to allow us to quote you on the Preventive Maintenance for your facility located at the Library in Medfield.

Preventative maintenance done regularly reduces overall cost, unnecessary breakdowns and excessive fuel consumption

Per your request Aalanco Service Corporation proposes to clean and overhaul the one (1) Lochinvar KBN400 hot water boiler. We shall open and clean the fireside of the boiler and inspect the breaching and remove all the soot and debris. Each cleanout door will be re assembled with new factory Authorized rope. All safety controls will be dismantled cleaned, flushed and inspected. We shall flush the boiler down take apart the low water cut out and pump controller, both float assembly's will be cleaned and re assemble utilizing new factory authorized gaskets. The gas fired burner will be completely dismantled and cleaned including the blower wheel and air intake. The ignition assembly will be dismantled and cleaned, and the igniter replaced. Once complete we shall reassemble the boilers and burners utilizing factory authorized repair parts. We shall then start and fine tune the boilers for optimum efficiency utilizing an electronic combustion analyzer. A detailed report will be left on site with a combustion report. All debris related to the work will be removed from the premises and properly disposed of.

Your investment for the specified scope of work will be \$895.00 plus applicable tax.

All Aalanco personnel have been OSHA Certified and safety trained to work in all environments required by our customers. All work will be performed in an efficient and professional manner.

Aalanco Service Corporation is your full service mechanical contractor, our skilled technicians are available twenty four (24hrs) a day year round.

CONTINGENCIES

This proposal has been priced based upon the following contingencies

- Unimpeded access to the worksite
- All work to be performed by Aalanco during normal working hours
- Aalanco cannot be held responsible for any delays caused by weather, federal, state or local officials, or any other circumstances beyond Aalanco's control.
- Aalanco Service Corporation will not be responsible for any existing code violations that are present prior to the start of work. Aalanco can rectify any violations or code non-compliance, if you so choose, on a time and materials basis separate from this quote.

Exclusions

- Repairs to alterations to any existing code violations
- Repairs to alterations to any floor or ceiling products
- Repairs to alterations to existing fresh air for mechanical room
- Repairs to alterations to existing chimney or stack

Terms

Terms are PO# upon acceptance of contract, balance net thirty days from completion of the contract. All jobs are quoted at net price; no additional discounts are allowed unless specified.

Insurance

AALANCO Service Corporation recognizes its responsibility to its customers to carry all Required insurance.

Warranty

All new equipment will be covered by the manufacturer's warranty.

The only purpose of this proposal is to set forth certain business points. This proposal does not incorporate all the terms and conditions. The preparation and execution of a more detailed and comprehensive written agreement between you and Aalanco Service Corporation is contemplated. AALANCO Service Corporation shall be bound only by the execution of that agreement and not by this preliminary proposal. Aalanco Service Corporation shall have the right to modify or withdraw this proposal at any time before the execution of the contemplated agreement.

Please feel free to contact me if you have any questions or require additional information. This quote will remain valid for 30 days from its date.

Sincerely,

Daniel K Bandanza
Aalanco Service Corporation

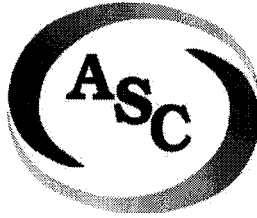
Agreed and Accepted by:

Company _____

Signature Opt 1 _____

Title _____

Date _____



September 21, 2021

Town Of Medfield
Wayne Langille
Director of Facility's
459 Main Street
Medfield, Ma 02052

RE: DPW Burner Preventative Maintenance

Dear Wayne:

Thank you for the opportunity to allow us to quote you on the Preventive Maintenance for your facility located at the DPW in Medfield.

Preventative maintenance done regularly reduces overall cost, unnecessary breakdowns and excessive fuel consumption

Per your request Aalanco Service Corporation proposes to clean and overhaul the one (1) HTP Modcon 500 hot water boiler. We shall open and clean the fireside of the boiler and inspect the breaching and remove all the soot and debris. Each cleanout door will be re assembled with new factory Authorized rope. All safety controls will be dismantled cleaned, flushed and inspected. We shall flush the boiler down take apart the low water cut out and pump controller, both float assembly's will be cleaned and re assemble utilizing new factory authorized gaskets. The gas fired burner will be completely dismantled and cleaned including the blower wheel and air intake. The ignition assembly will be dismantled and cleaned, and the igniter replaced. Once complete we shall reassemble the boilers and burners utilizing factory authorized repair parts. We shall then start and fine tune the boilers for optimum efficiency utilizing an electronic combustion analyzer. A detailed report will be left on site with a combustion report. All debris related to the work will be removed from the premises and properly disposed of.

Your investment for the specified scope of work will be \$895.00 plus applicable tax.

All Aalanco personnel have been OSHA Certified and safety trained to work in all environments required by our customers. All work will be performed in an efficient and professional manner.

Aalanco Service Corporation is your full service mechanical contractor, our skilled technicians are available twenty four (24hrs) a day year round.

AALANCO Service Corporation

80-B Turnpike Road • Westborough MA 01581 • Tel (508) 366-1449 • (800) 215-6698 • Fax (508) 366-1196
GAS/OIL BURNER SERVICE • MECHANICAL SERVICES • SCHEDULED MAINTENANCE PROGRAMS
AIR CONDITIONING • BOILERS & BURNERS • TANK INSTALLATION/REMOVAL/TESTING • MOBILE BOILERS

CONTINGENCIES

This proposal has been priced based upon the following contingencies

- Unimpeded access to the worksite
- All work to be performed by Aalanco during normal working hours
- Aalanco cannot be held responsible for any delays caused by weather, federal, state or local officials, or any other circumstances beyond Aalanco's control.
- Aalanco Service Corporation will not be responsible for any existing code violations that are present prior to the start of work. Aalanco can rectify any violations or code non-compliance, if you so choose, on a time and materials basis separate from this quote.

Exclusions

- Repairs to alterations to any existing code violations
- Repairs to alterations to any floor or ceiling products
- Repairs to alterations to existing fresh air for mechanical room
- Repairs to alterations to existing chimney or stack

Terms

Terms are PO# upon acceptance of contract, balance net thirty days from completion of the contract. All jobs are quoted at net price; no additional discounts are allowed unless specified.

Insurance

AALANCO Service Corporation recognizes its responsibility to its customers to carry all Required insurance.

Warranty

All new equipment will be covered by the manufacturer's warranty.

The only purpose of this proposal is to set forth certain business points. This proposal does not incorporate all the terms and conditions. The preparation and execution of a more detailed and comprehensive written agreement between you and Aalanco Service Corporation is contemplated. AALANCO Service Corporation shall be bound only by the execution of that agreement and not by this preliminary proposal. Aalanco Service Corporation shall have the right to modify or withdraw this proposal at any time before the execution of the contemplated agreement.

Please feel free to contact me if you have any questions or require additional information. This quote will remain valid for 30 days from its date.

Sincerely,

Daniel K Bandanza
Aalanco Service Corporation

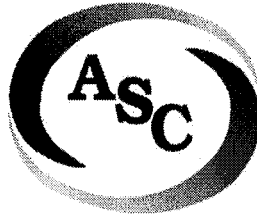
Agreed and Accepted by:

Company _____

Signature Opt 1 _____

Title _____

Date _____



September 21, 2021

Town Of Medfield
Wayne Langille
Director of Facility's
459 Main Street
Medfield, Ma 02052

RE: Public Safety Boiler Preventative Maintenance

Dear Wayne:

Thank you for the opportunity to quote on the preventative maintenance of the two (2) Lochinvar Crest heating boilers, one HTP Modcon boiler located at the Public Safety , Medfield MA.

Preventative maintenance done regularly reduces overall cost, unnecessary breakdowns and excessive fuel consumption

Aalanco Service Corporation proposes to provide a comprehensive cleaning / overhaul and tuning of the two new Lochinvar Crest heating boilers, one HTP Modcon boiler and the two heating pumps. This type of service will provide increased efficiency in the operation of the heaters and prevent breakdowns.

Your investment for the specified scope of work will be \$4220.00 plus applicable tax per year,

All Aalanco personnel have been OSHA certified and safety trained to work in all environments required by our customers. All work will be performed in an efficient and professional manner.

AALANCO Service Corporation

80-B Turnpike Road • Westborough MA 01581 • Tel (508) 366-1449 • (800) 215-6698 • Fax (508) 366-1196
GAS/OIL BURNER SERVICE • MECHANICAL SERVICES • SCHEDULED MAINTENANCE PROGRAMS
AIR CONDITIONING • BOILERS & BURNERS • TANK INSTALLATION/REMOVAL/TESTING • MOBILE BOILERS

CONTINGENCIES

This proposal has been priced based upon the following contingencies

- Unimpeded access to the worksite
- All work to be performed by Aalanco during normal working hours.
- Aalanco cannot be held responsible for any delays caused by weather, federal, state or local officials, or any other circumstances beyond Aalanco's control.
- Aalanco Service Corporation will not be responsible for any existing code violations that are present prior to the start of work. Aalanco can rectify any violations or code non-compliance, if you so choose, on a time and materials basis separate from this quote.

Exclusions:

- Repairs to alterations to any existing pipe leaks
- Repairs to alterations to existing building controls
- Repairs to alterations to floor or ceiling products

Terms:

Terms are PO# required, payable net 30 days from invoice billed quarterly and a purchase order is required. All jobs are quoted at net price; no additional discounts are allowed unless specified.

Insurance

AALANCO Service Corporation recognizes its responsibility to its customers to carry all required insurance.

Warranty

All new equipment, supplied by Aalanco Service Corporation, will be covered by the manufacturer's warranty.

If this quote is not signed in acceptance, the only purpose of this proposal is to set forth certain business points. This proposal does not incorporate all the terms and conditions. The preparation and execution of a more detailed and comprehensive written agreement between you and Aalanco Service Corporation is contemplated. AALANCO Service Corporation shall be bound only by the execution of that agreement and not by this preliminary proposal. Aalanco Service Corporation shall have the right to modify or withdraw this proposal at any time before the execution of the contemplated agreement.

Please feel free to contact me if you have any questions or require additional information. This quote will remain valid for 15 days from its date.

Sincerely,

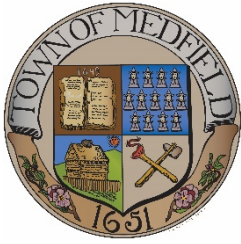
Daniel K Bandanza
Commercial Account Executive
Sales / project manager

Company _____

Signature _____

Date _____

PO # _____



TOWN OF MEDFIELD

Office of the **BOARD OF SELECTMEN**

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 906-3011 (phone)
(508) 359-6182 (fax)

Kristine Trierweiler
Town Administrator

Nicholas Milano
Assistant Town Administrator

Board of Selectmen
Michael T. Marcucci, Chair
Gustave H. Murby, Clerk
Osler L. Peterson, Member

Municipal Flags, Signage, and Displays on Town Property

Purpose

Establish a protocol for Flags, Signage, and Displays/Structures on all Town Property including but not limited to, Town Hall, Public Safety, DPW, Library and Parks and Recreation. This policy only applies to Town property not located within a public way.

Standard Flag Protocol

1. The American Flag, the Commonwealth of Massachusetts, and Town of Medfield Flags are the only flags approved for Town Property.
2. All American Flags shall be flown in accordance with applicable State and Federal Laws including the US Flag Code.

Half Staff Protocol

1. The Town of Medfield municipal Flags shall be flown at half staff under the following conditions:
 - a. When so ordered by the Federal Government or President of the United States
 - b. When so ordered by the State Government or the Governor of the Commonwealth of Massachusetts
 - c. When so ordered by the Medfield Board of Selectmen or the Chair

Signage/Displays on Town Property, other than public ways

1. Unattended signage, displays or other structures not owned and installed by the Town are prohibited on Town property under the jurisdiction or control of the Board of Selectmen.
2. Attended signage, displays or other structures not owned and installed by the Town are only permitted on Town-owned property in connection with a Town-sponsored or approved community activity or event.

DRAFT

AGREEMENT

BETWEEN

THE TOWN OF MEDFIELD

AND

THE MEDFIELD POLICE LEAGUE

MASSACHUSETTS COALITION OF POLICE

AFL-CIO, LOCAL 257

July 01, 2020 TO JUNE 30, 2022

Town of Medfield and Medfield Police League Agreement

Index

	Page
I. Recognition and Description of Unit	3
II. Conditions of Employment	3
III. Grievance Procedures	4
IV. No Strike Clause	5
V. Miscellaneous	6
VI. Duration	6
VII. Liability	7

Appendix

	Page		Page
Section 1. Town Meeting	8	Section 15. Vacations	15
Section 2. Wages and Overtime	8	Section 16. Longevity	16
Section 3. Night Shift Differential	10	Section 17. Safety Committee	16
Section 4. Work Schedule	10	Section 18. Secondary Education	17
Section 5. Extra Paid Details	10	Section 19. Care of Equipment	18
Section 6. Sick Leave	11	Section 20. Holidays	18
Section 7. Funeral Leave	11	Section 21. Training Pay	18
Section 8. Substitutes	12	Section 22. Medical Stipend	18
Section 9. Uniforms and Equipment	12	Section 23. Annual Perf Evaluation	19
Section 10. Court Time	13	Section 24. Associate Degree Requirement	19
Section 11. Past Due Payments	13	Section 25. Academy Training Fee	19
Section 12. Temporary Leave	14	Section 26. Name Plates	19
Section 13. Disciplinary Action	14	Section 27. Drug and Alcohol	20
Section 14. Shift Assignments	14		

TOWN OF MEDFIELD AND THE MEDFIELD POLICE LEAGUE AGREEMENT

This agreement entered into this _____ day of July, 2021 by and between the Town of Medfield, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter called the “Town” or the “Municipal Employer” and the Medfield Police League and unincorporated Association, its officers and members jointly and severally, hereinafter called the “League”.

Whereas, under General Laws, Chapter 150E Municipal Employees are granted the right to bargain collectively with their Municipal Employer; and

Whereas, the Municipal Employer desires to cooperate with its employees under the terms of said enabling legislation now therefore, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

Article I Recognition and Description of Unit

Section 1. The League as exclusive bargaining agent represents and the Municipal Employer recognizes the Leagues agency for the purpose of collective bargaining relative to wages, hours and conditions of employment for regular permanent employees in the following employment classifications of the Police Department of the Town of Medfield:

Full Time Dispatchers, Police Officers and Police Sergeants, excluding all other officers of the department currently classified or to be classified, including the Chief, and excluding all other employees of the Town of Medfield.

Article II Condition of Employment

Section 1. The league recognizes the present existence of a classification plan, and salary grades, departmental rules and regulations, and certain Town bylaws governing wages, hours and conditions of employment of the employee it represents and an Appendix attached hereto, which documents, as presently existing, are incorporated and made part of this Agreement as though recited herein in full, shall be a part of the terms of this Agreement, as they may be amended by collective bargaining or Town Meeting acceptance, subject to such Federal, State and Municipal bylaws and regulations as are, from time to time in full force and effect and are applicable, relative to wages, hours and other conditions of employment except as hereinafter provided.

Section 2. The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for union membership or activities. The League and its agents agree to be responsible for representing the interest of all employees in the unit described herein without discrimination and without regard to an employee’s union membership.

Section 3. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged or limited by the provisions of this agreement. The Town shall have the sole and unquestioned right,

responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performances by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees, affected by them.
- G. To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the League or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Town's Board of Selectmen and by virtue of statutory and charter provisions are not subject to review or determination in any grievance or arbitration proceeding.

Article III Grievance Procedures

Section 1. Grievances are defined as problems arising out of the application by the Town of the express provisions of this Agreement as they might affect an employee, or a group of employees with the same problem who are covered by this Agreement

Section 2. Grievances shall be processed as follows:

Step 1. An employee so affected and representative of the League who appear before the Chief of Police shall be given an interview.

Step 2. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Chief, within fourteen (14) calendar days thereafter the employee and a representative of the League shall give written notice to the Municipal Employer reciting the intermediate steps taken and submitting a written statement of the grievance and within fourteen (14) calendar days the Municipal Employer through its designee shall meet with the League designee and the employee to discuss the matter.

Step 3. If at the expiration of the fourteen (14) calendar days following the conclusion of this presentation and discussion, no disposition of the grievance to the satisfaction of the employee has

been made and if the grievance is within the definition of the term as contained in this agreement, the League or the Municipal Employer may present the grievance to the American Arbitration Association. The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this Agreement. He/she/they shall have no authority to make recommendations, to criticize the parties or their conduct, to redraft the Agreement or to modify the Agreement, and the submission to arbitration, of the grievances(s) shall contain, as a part thereof, the aforesaid limitations.

The decision of the Arbitrator(s) shall be final and binding upon the parties. The decision shall be rendered within fourteen (14) calendar days from the conclusion of the hearing.

Section 3. The expense of such arbitration service shall be shared equally by the Municipal Employer and the League, except that the cost of its own presentation before the Arbitrator shall be assumed by each party.

Section 4. An employee may waive a grievance and shall be deemed to have done so if the action required under Section 2. shall not have been pursued within the time specified therefore for each step under said Section 2. The time specified herein for various steps may be extended by mutual agreement.

Section 5. Written submissions of grievances at Step 2 shall be in not less than triplicate, on forms to be agreed upon jointly. If a grievance is adjusted at any step of the grievance procedure the adjustment shall be noted on the form and shall be signed by the employee, the League representative and the Town's representative reaching this adjustment.

Section 6. All grievances referred to above must be presented at step 1 within fourteen (14) calendar days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If it is determined at any time that corrective measures are due an employee as a result of the grievance procedure, they shall not be made retroactively operative for more than twenty-one (21) calendar days prior to the date of first presentation.

Section 7. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Article IV No-Strike Clause

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services in time of emergency or during a regular tour of duty. The League agrees that neither it nor any of its officers or agents will call, institute, authorize or participate in, sanction or ratify any such strike, work stoppage, slowdown, blue flu, sick-outs or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the League shall forthwith disavow such strike, work stoppage, slowdown or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the League shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and return to

work forthwith, and shall, in addition, post notices to that effect on departmental bulletin board or boards.

Section 3. In consideration of the performance by the League of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of the League nor of its officers or agents for any damages resulting from the unauthorized breach of the agreement contained in this Article by individual members of the League.

Article V Miscellaneous

Section 1. Communications intended for the Municipal Employer will be directed to the Chairman of the Board of Selectmen and the communications and legal process intended for the League shall be directed to the President of the League.

Section 2. It is understood that public funds shall not be used in payment for salary and wages to employees who wish to negotiate or bargain or process grievances during regular working hours. It is further understood that a leave of absence or time off without pay for said purpose will not be unreasonable withheld by the Municipal Employer.

Section 3. It is understood that this Agreement constitutes the entire agreement between the parties hereto and no amendment or modification is authorized unless it is in writing and signed by authorized persons.

Section 4. The failure of the Municipal Employer or the League to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the League to future performance of any such terms or condition and the obligations of the League and the Municipal Employer to such future performance shall continue in full force and effect.

Section 5. Bulletin board space will be provided for League announcements. Such announcements shall not contain any political, denunciatory, or inflammatory, or anything derogatory of the Municipal Employer or any of its officers or employees. Any League authorized violations of this section shall entitle the Municipal Employer to disregard its obligations under this section.

Section 6. Should any provisions of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Article VI Duration

Section 1. This Agreement shall be effective as of July 1, 2020 and shall continue through June 30, 2022.

Section 2. Within sixty (60) days prior to January 1, 2022 either party has the right to submit proposals for consideration under a new contract and if after any such notice the Municipal Employer and the League shall have failed to reach agreement by the sixtieth (60) day prior to the

first day of the Annual Town Meeting, for the transaction of business, either party may petition the Board of Conciliation and Arbitration in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

Article VII
Liability of Parties

Section 1. Nothing herein contained shall in any way be construed to make the officials of the Town of Medfield or of the League liable personally.

IN WITNESS WHEREOF the parties to this Agreement have caused these presents to be executed by their agents duly authorized, as the date first above written.

BOARD OF SELECTMEN OF THE TOWN OF MEDFIELD

By: _____

MEDFIELD POLICE LEAGUE

By: _____

APPROVED AS TO FORM

By: _____

Town Counsel

APPENDIX TO AGREEMENT BETWEEN
THE TOWN OF MEDFIELD AND THE MEDFIELD POLICE LEAGUE

The following items are incorporated in the agreement referred to above

Section 1. Town Meeting. The Municipal Employer agrees to recommend to the Town Meeting items requiring implementation by Town Meeting.

Section 2. Wages:

A. Base pay for Sergeants , Police Officers and Dispatchers for purposes of this contract shall be defined as the weekly compensation for a Police Officer, Sergeant, or Dispatcher as set out in the following three step and six step pay plans annualized, together with annual stipends for specialist positions designated by the Chief of Police. This shall be the base pay used to calculate a Sergeant or Police Officer's overtime rate and educational incentive Payments

B. The wages **effective July 1, 2021** payable in bi-weekly installments* shall be as follows:

Sergeants					
	Step 1	Step 2	Step 3	Step 4 (15 Yrs)	Step 5 (20 Yrs)
7/1/2020	\$1,386.57	\$1,429.45	\$1,480.74		
<i>bi weekly</i>	\$2,773.14	\$2,858.90	\$2,961.49		
7/1/2021	\$1,414.30	\$1,458.04	\$1,510.35	\$1,529.58	\$1,558.42
<i>bi weekly</i>	\$2,828.60	\$2,916.08	\$3,020.71	\$3,059.16	\$3,116.84

Police Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (15 Yrs)	Step 8 (20 Yrs)
7/1/2020	\$1,068.57	\$1,103.63	\$1,135.69	\$1,170.81	\$1,207.01	\$1,244.35		
<i>bi weekly</i>	\$2,137.14	\$2,203.26	\$2,271.38	\$2,341.61	\$2,414.01	\$2,488.70		
7/1/2021	\$1,089.94	\$1,125.70	\$1,158.40	\$1,194.23	\$1,231.15	\$1,269.24	\$1,288.47	\$1,317.32
<i>bi weekly</i>	\$2,179.88	\$2,251.41	\$2,316.81	\$2,388.45	\$2,462.30	\$2,538.47	\$2,576.94	\$2,634.64

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2020	\$735.07	\$775.99	\$815.13	\$856.59	\$904.92
bi weekly	\$1,470.15	\$1,551.97	\$1,630.27	\$1,713.17	\$1,809.85
7/1/2021	\$873.57	\$921.42	\$972.25	\$1,025.71	
bi weekly	\$1,747.14	\$1,842.83	\$1,944.51	\$2,051.41	

Specialist Range

7/1/2020	\$663.59	to	\$3,794.60	Annual Stipend
7/1/2021	\$676.86	to	\$3,870.49	Annual Stipend

*effective 90 days after the date of the arbitrator's decision (June 17, 2004). Per said award, bargaining unit employees shall receive a lump sum payment of \$100 on the first payroll cycle that the bi-weekly payroll is implemented.

C. Police Officers designated as Detective, Prosecutor, Photographer/Finger Printer, Training Officer, Safety Officer or Administrative Sergeant by the Chief of Police shall receive additional compensation annually at a rate to be determined by the Police Chief within the above specialist range. For any Sergeant or Police Officer who receives such a stipend the Specialist Stipend shall be included in the calculation of base pay. At the League member's request specialist pay may be paid in one of the following ways: 1. The Sergeant or Police Officer may elect to have the specialist pay included in his/her weekly paycheck, or 2. The Sergeant or Police Officer may elect to have the specialist pay in a lump sum payment, payable during the month of January. If the payment is received in a lump sum the Sergeant or Police Officer agrees this is to be prorated annually and will be paid in a separate check.

D. In the absence of a police sergeant being on duty, the senior officer-in-charge of any shift shall be paid per shift 20% more of the weekly difference between the highest paid patrolman and the highest paid sergeant (Formula-Top Sgt. weekly pay minus top Police Officer weekly pay x 20% = the per shift rate for OIC) Seniority for purposes of determining the senior officer-in-charge shall be determined in the same manner as seniority for the purposes of shift assignments as provided in subsections two (2) and three (3) of Section 14. Shift Assignments below.

E. Progression through the rate ranges normally will be one step annually unless otherwise recommended by the Department Head and the Personnel Board. Effective July 1, 2008 all "step" or contract increases will be given in first pay period of new fiscal year.

F. Upon recommendation of the Chief of Police and supported by evidence in writing of special reasons and exceptional circumstances, the Town may hire a Police Officer or Sergeant at a rate higher than the minimum rate for a position.

G. Each permanent employee in the bargaining unit will be paid time and one-half for all hours worked in excess of those regularly scheduled within the department.

Section 3. Night Shift Differential

A night shift differential of \$9.00 per shift shall be paid to those sergeants, patrol officers, and dispatchers whose regular assignment is to shifts that commence after 3:00 PM and conclude before 8:00 AM. The differential shall not be included in the calculation of the overtime rate or base pay.

The night shift differential will be paid out in the bi-weekly pay period using the same averaging method used to pay base salary.

Dispatchers whose regular assignment is to a Saturday or Sunday day shift, currently 7:00 AM to 3:00 PM, shall be paid a differential of \$9.00 per shift to be paid in the bi-weekly pay period. The differential shall not be included in the calculation of the overtime rate.

Section 4. Work Schedule

The regular schedule of the members of the unit, shall be four (4) days on duty followed by two (2) days off duty. The work schedule is based on 1,944 hours per year or 37.38 hours per week. When there are fifty-three pay periods in a year the work schedule is based on 1981 hours or 37.38 hours per week. This shall be used in calculating the overtime rate. Sergeants and Police Officers performing special assignments may be scheduled differently by mutual agreement between the League and the Chief of Police. Sergeants and Police Officers who, as a result, regularly work a schedule of five (5) days on followed by two (2) days off shall take off seventeen (17) days each year without pay so that their hours worked shall be equivalent to the so-called four (4), two (2) shift schedule. The scheduling of these days off shall be made by the Chief of Police after consulting with the affected Officers. Any additional hours worked in any calendar week up to forty (40) hours by members performing such special assignments shall be paid at the regular rate.

Beginning on July 1, 2005 all full time dispatchers shall be placed on a four (4) days on duty followed by two (2) days off duty schedule. The work schedule for dispatchers is based on 1,944 hours per year or 37.38 hours per week. When there are fifty-three pay periods in a year the work schedule is based on 1,981 hours or 37.38 hours per week. With four (4) full time dispatchers there will be two (2) two remaining eight (8) hours shifts per shift rotation (6 days) to be filled by a part time dispatcher. The call order for dispatcher overtime shifts shall be full-time dispatchers, the part time dispatcher and then full time Police Officers and Sergeants in the usual method. Once the part time dispatcher has been offered sixteen (16) hours of additional work (additional work includes all shifts and or detail shifts), beyond the scheduled two (2) shifts in a shift rotation, the call order for dispatcher overtime shall be full time dispatchers, full time Police Officers and Sergeants in the usual method and then part time dispatchers.

Section 5. Extra Paid Details

The following provisions, in addition to the departmental rules and regulations, shall govern the assignment of extra paid details to police officers where the said detail is to be paid for by an outside individual, group, organization, or business entity.

- A. Assignments shall be made by the Chief or his representative on a voluntary basis and they shall be distributed among officers in the following order:
 1. Any and all details within the boundaries of Medfield shall be first offered to members of the League in the usual manner.
 2. All paid details shall be time and one-half times the top step for sergeant's rate of pay. All paid details shall be in four (4) hour blocks except Town details which will be a minimum of three (3) hours. Details under and up to four (4) hours are considered a four (4) hour detail. Details four (4) hours and up to but not exceeding eight (8) hours are considered an

eight (8) hour detail. Details over eight (8) hours, but not exceeding twelve (12) hours are considered twelve (12) hour details, and so on, continuing up in four (4) hour blocks in the same fashion.

Town details shall not include details provided to contractors constructing public works for the Town unless such detail costs are billed as specific items to the Town and the Town is reimbursed less than 50% of that cost. Details for Town sponsored or Town funded projects or events shall be paid a minimum of three (3) hours and for actual hours worked thereafter. Town Details rate of pay shall be time and one-half the individuals' rate of pay.

3. The Chief or his representative shall maintain a record of all such assignments which may be examined at any time by a representative of the League.
4. No officer shall accept any assignment unless it is made by the Chief or his representative.
5. The rate of pay for these private details for the period of the contract shall be as follows: One and one-half the top step for sergeant's rate of pay. An additional \$2.00 per hour shall be paid for special details at events at which liquor is served.
6. For private details Dispatchers rate of pay shall be paid the private detail rate of one and one half times the top step for patrol officers. Town details rate of pay shall be time and one half the individuals' rate of pay.
7. All vacant dispatcher shifts shall be filled based on the manner set out in Section 4. Work Schedule.

Section 6. Sick Leave

1. Upon completion of thirty (30) days permanent full-time employment, an employee in the bargaining unit shall be allowed one and one-quarter (1 ¼) days sick leave with pay for each month of employment completed in any given calendar year, provided such leave is caused by sickness or injury or by exposure to a contagious disease, but not injury sustained in other employment.
2. An employee in continuous employment shall be credited with the unused portion of sick leave granted under section 6-1 up to a maximum of one-hundred fifty (150) days. Upon retirement or death, payment shall be made to the employee or the employee's estate for thirty percent (30%) of those days accumulated over ninety (90) days.

Section 7. Funeral Leave

Each permanent employee in the bargaining unit shall be granted leave without loss of pay for the purpose of making arrangements and/or attending the funeral of a member of his/her immediate family. Such leave shall be for not more than three (3) consecutive days commencing with the day of the death. For the purpose of this leave the term "immediate Family" shall mean the following: the mother, father, mother-in-law, father-in-law, sister, brother, spouse, child or grandparent of the employee.

Section 8. Substitutes

Each permanent employee in the bargaining unit may be granted special leave with pay for a tour of duty for which he/she is able to secure another employee, of equal or higher rank in the department to work as a substitution in his/her place. The said substitution is to be on the occasion of an unusual occurrence or for some purpose not encountered in the normal course of events. Such leave will be allowed provided:

1. It is approved by the Chief of Police.

2. Such substitution does not impose any additional cost on the Town with regard to salaries or payment of wages.
3. It is understood that the officer whose tour of duty is involved shall be responsible for obtaining the services of a substitute.
4. It is understood that the Municipal employer is not responsible for the enforcement of any agreement which might be made between the officer and the substitute.

Section 9. Uniforms and Equipment

1. The town of Medfield through its Chief of Police or some other person designated by him shall supply a complete uniform to all new members admitted to the Department as permanent members, and also shall supply equipment as follows:
 - One (1) breast badge
 - One (1) wallet badge with identification
 - Three (3) short sleeve navy blue shirts
 - Three (3) long sleeve navy blue shirts
 - Three (3) navy blue police trousers
 - One (1) pair police boots
 - One (1) pair dress shoes
 - One (1) winter police coat
 - One (1) light-weight eight point police hat
 - One (1) police duty belt with keepers
 - One (1) firearm holster
 - One (1) orange traffic vest
 - Two (2) pairs dress white gloves
 - One (1) pair winter wool mittens
 - One (1) department issue firearm with ammunition
 - One (1) navy blue tie with regulation tie clip
 - One (1) department issued set of collar pins
 - One (1) rain coat
 - One (1) hat badge
 - Two (2) magazines with pouches
 - One (1) black trouser belt
 - One (1) citation holder
 - One (1) spring police windbreaker
 - One (1) regular eight point police hat
 - One (1) pair handcuffs with carry case
 - One (1) department regulation baton with holder
2. The Town shall annually allow \$450.00 to each permanent Sergeant and Police Officer available for the replacement of such uniform and equipment items as are approved by the Chief of said Department. The uniform and equipment replacement allowance shall not be included in the calculation of base pay.

The Town shall annually pay to each Sergeant and Police Officer a uniform cleaning allowance of \$900.00 payable the first pay day in December. The uniform cleaning allowance shall not be included in the calculation of base pay. Effective July 1, 2019 the uniform cleaning allowance will increase to \$1,200.00 payable the first pay day in December.

5. The Town shall annually allow \$600.00 to each permanent dispatcher of the Police Department which sum shall be available for the replacement of such uniform and equipment items as are approved by the Chief of said Department. The uniform and equipment replacement allowance shall not be included in the calculation of base pay.
6. The Town shall annually pay to each permanent dispatcher a uniform cleaning allowance of \$900.00 payable the first pay day in December. The uniform cleaning allowance shall not be included in the calculation of base pay. Effective July 1, 2015 the uniform cleaning allowance will increase to \$1,000.00 payable the first pay day in December.
7. The following equipment shall be repaired or replaced by the Town as needed; such cost will not come out of the officer's clothing allowance:
 - All full-time officers: Badges, Department patches, name plate, collar insignia, duty gun belt, safety holster, pistol/revolver, magazines, speed loaders, ammunition, ammo pouches/holders, portable radio, radio battery, radio holder, baton and holder, mace and holder, belt keepers, rechargeable flashlight with battery, handcuffs and case, traffic vest or belt and white traffic gloves.
 - Detectives and administrative officers: (in addition to the above) concealment holster, concealment magazine pouch, concealment cuff case, undercover badge holder, police ID jacket (replacement only), and jump suit (replacement only).
 - Dispatchers will receive breast badge, collar insignia, name plate and Department patch.

Section 10. Court Time

The Municipal Employer exercises its option under the provisions of Massachusetts General Laws Chapter 262, Section 53C as inserted by Chapter 223 of the Acts of 1955 to pay members of the Police Department for court time in accordance with the provisions of the said statute, and not to require compensatory time off in lieu of such payment. This shall apply to all criminal or civil business arising out of the performance of members duties.

Section 11. Past due Payments

Employees shall be compensated no later than the first pay date in December of each year for all unused time off accrued up to December 1st in said year, during the preceding twelve (12) months on account of holidays, court time or any other such arrearage which has not been previously paid within the said twelve (12) month period. . Past due payments are not to be included in the calculation of base pay.

Section 12. Temporary Service Out-of-Rank

Employees of the bargaining unit who are ordered by the Chief of Police to serve temporarily in a higher rank for a period of two or more consecutive working days shall be compensated for the work at a minimum rate established for the higher rank. For the purposes of this paragraph, working days shall mean an eight (8) hour day or night tour of duty.

Section 13. Disciplinary Action

1. No regular permanent employee in the bargaining unit shall be relieved, dismissed, discharged, suspended or charged in any manner under the General Laws, except for just cause. When and if a charge is made under the General Laws, the said employee will be entitled to have counsel present at any hearings or interviews attendant thereto at which the employee is present.
2. Each regular permanent employee in the bargaining unit shall be provided with an opportunity to review his/her personnel file as maintained by the Chief of Police. Prior to inserting any additional material in the personnel file of any officer in the bargaining unit, the Chief of Police shall show this material to the Officer.

Section 14. Shift Assignments

1. Choice of shift assignments shall be granted to regular permanent members of the Police Department on the basis of seniority. Once a senior Officer has been granted a shift assignment he/she shall not be granted a change in that assignment for six months (unless a vacancy occurs), or on mutual agreement of all persons affected, with the approval of the Chief of Police.
2. Seniority within the Department shall commence from the date of an individual's appointment as a regular permanent member. Any time captured back from prior service (through Civil Service) whether it was with Medfield or any other agency shall not be computed into seniority with regards to shift assignment. Seniority in grade shall be determined by date of promotion. If more than one individual is appointed or promoted on the same date, seniority shall first be determined by the highest mark on the appointment or promotional examination, next by length of service on the Medfield Police Department prior to permanent full-time appointment, next by highest academic rating upon completion of mandatory training at a police academy. If the seniority among the individuals is not determined by any of the above, it shall be determined by the toss of a coin.
3. Seniority shall not be broken by vacation time, sick time, injury time, or any call to military service for the duration of a national emergency. Voluntary enlistment in military service shall not be considered as time in Police Department service. An individual who resigns voluntarily or is discharged for just cause shall lose all seniority.
4. In cases of emergency as determined by the Chief of Police and the Board of Selectmen, such assignment of duty hours as they find necessary for the security of the Town and its citizens shall be made without regard to seniority, but only so long as said emergency continues to exist.
5. The Town agrees to compensate two officers and one dispatcher representing the Medfield Police League at two days pay for attending the Massachusetts Coalition of Police's (MCOP) annual meeting.

Section 15. Vacations

Vacations shall be granted to regular permanent members of the Police Department as they are presently granted in accordance with the rules and regulations governing the Medfield Police Department.

Effective July 1, 1999, and subject to the Town's adoption of the "Quinn Bill": Chapter 41, Section 108L, the so-called "Quinn Bill" hereafter known as the Quinn Bill.

1. Officers not receiving educational incentive compensation under the Quinn bill will continue under the "Holyoke" vacation plan.
2. Officers receiving education incentive compensation under the Quinn Bill will receive vacation as follows beginning the January after enrollment in the Quinn Bill:

1-4 Years of service Ten (10) Days Vacation
 5-9 Years of service Fifteen (15) Days Vacation
 10 Years and over Twenty (20) Days Vacation

3. Only those officers receiving educational incentive benefits of either type as specified in subsection 2 above, shall receive three (3) personal days. These personal days will be granted on January 1 of each year. Officers may use these personal days at any time.
4. Effective July 1, 1997 all full-time dispatchers shall be granted three (3) personal days, which they may use at any time.
5. Effective **January 1, 2021** the following Vacation policy shall be in effect for **all** Sergeants, Officers and Dispatchers:

1	Ten (10) Vacation Days
2	Ten (10) Vacation Days
3	Ten (10) Vacation Days
4	Ten (10) Vacation Days
5	Fifteen (15) Vacation Days
6	Fifteen (15) Vacation Days
7	Fifteen (15) Vacation Days
8	Fifteen (15) Vacation Days
9	Fifteen (15) Vacation Days
10	Twenty (20) Vacation Days
11	Twenty (20) Vacation Days
12	Twenty (20) Vacation Days
13	Twenty (20) Vacation Days
14	Twenty (20) Vacation Days
15	Twenty (20) Vacation Days
16	Twenty Two (22) Vacation Days
17	Twenty Four (24) Vacation Days
18	Twenty Five (25) Vacation Days
19	Twenty Five (25) Vacation Days
20 or More	Twenty Five (25) Vacation Days

1. All Sergeants, Officers and Full Time Dispatchers shall be granted three (3) Personal Days a year, granted on January 1st of each year and must be used by December 31st of that year. Officers may use these personal days at any time.

Section 16. Longevity

- 1) A longevity payment of \$250.00 shall be paid annually to each permanent employee in the bargaining unit (sergeant, police officer and dispatcher) who has five or more years of service in the Department .
- 2) A longevity payment of \$50.00 shall be paid annually, in addition, to each such permanent employee in the bargaining unit (sergeant, police officer and dispatcher) for each year of

service after five years until he/she has attained twenty years of service as a member of the Department, to a maximum of \$1,000.00.

- 3) The total longevity payment which may be attained is \$1,000.00. Such longevity payment shall be based on the number of years of full-time employment completed in any calendar year and shall be paid between December 10th and 15th of that year, and shall be paid in a separate check.
- 4) For the purpose of administering the longevity payment, the term “service” shall not include the period of time an employee is under suspension within the meaning of General Laws, Chapter 31, or the period of time an employee is on a leave of absence without pay, with or without permission. It is the intention in administering this bylaw to have the longevity payment considered as a factor in determining the amount to be received by an employee or his/her dependents under the provisions of General Laws, Chapter 32.

Section 17. Safety Committee

A Safety committee of not more than three members of the League may meet with the Chief of Police at least once each month to discuss and make recommendations for the improvement of the general health and safety of the members of the bargaining unit. The time spent at such committee meetings shall not be compensated by the Town.

Section 18. Educational Incentive

- A. **Medfield Police Education Incentive:** The Town will continue to pay M.G.L. Ch. 41, Section 108L benefits to all current employees hired prior to July 1, 2010, who have been approved for participation in that program, including attainment of any additional degrees and the corresponding payment levels. The percentages associated with the Section 108L program are as follows: Associates degree 10%, Bachelors degree 20%, Masters Degree 25% of base pay. Further, it is the intent of this section that the Town fund 100% of the educational incentive pay benefits notwithstanding any subsequent insufficient appropriation or legislation that might affect Chapter 41, section 108L or the Town’s reimbursement by the Commonwealth; if Chapter 41, section 108L is repealed, underfunded or amended the Town shall still pay the 100 %.
- B. **2010 Medfield Police Educational Incentive Pay:** Effective July 1, 2010, all officers hired on or after July 1, 2010, or current officers, who have degrees but are not included in the Quinn Bill program chapter 41, section 108L who have or subsequently obtain a degree in a field of study which, the Chief determines, significantly improves their ability to perform their duties for the Police Department, shall be provided Educational Career Incentive pay as follows. This program shall recognize Associate, Bachelors and Masters degrees in the concentrations of Criminal Justice, Criminal Justice administration, Criminology, Law Enforcement, Sociology, Psychology, Forensic Science, Public Administration, Political Science, Accounting, Finance, Computer Sciences and Business. A Juris Doctorate degree is also an eligible degree and shall be treated as a Masters Degree. Degrees shall have been awarded by a College or University listed in the database of accredited postsecondary institutions and programs maintained by the US Department of Education at the time that the degree was awarded

Officer:

	Step 1 and 2	Step 3 and 4	Step 5 and 6
Associates	5,700	6,000	6,300
Bachelor	10,500	11,000	11,600
Masters	13,800	14,500	15,500

Sergeant:

Associates	7,300		
Bachelor	13,300		
Masters	17,700		

The educational incentives for both programs shall be paid twice yearly, in a separate check from bi-weekly pay during the first pay period in December and June. No educational incentive pay of either type shall be included in the calculation of any other benefit, including without limitation overtime, shift differential, or detail pay. The incentives shall be considered by the Town as regular compensation for the purpose of calculating retirement benefits.

Degrees and credits will qualify for the payments set forth in sections A and B above if they would have qualified under the standards in place under M.G.L. c. 41, § 108L as of June 30, 2009.

The Union agrees not to challenge, or support in any manner, a challenge to the enforceability of any of the provisions of this article in any forum. The Union will indemnify the town from any and all payments, damages and costs incurred, including attorneys fees, if there is litigation that demands and/or results in the Town having to make additional education incentive payments and/or incur additional education incentive costs beyond those set forth in this Article.

In the event a court or agency of competent jurisdiction enters a judgment or order declaring any provision of this Article to be invalid, or restraining enforcement of any such provision, or requiring the Town to make additional education incentive payments or incur additional education incentive costs beyond those set forth in this Article, then the Town may reduce the salary or another economic benefit of any officer who receives additional education incentive payments by the amount of the additional education payments without further bargaining.

Section 19. Care of Equipment

All Town-owned equipment being used by or in the custody of members of the Department shall be given proper care and maintenance by said members. It shall be the responsibility of each operator of a Police Department vehicle to see that the oil and water in the vehicle is checked, but the operator need not perform this service personally.

Section 20. Holidays

Police department employees will be paid at straight time for time worked on a holiday in addition to holiday pay. Police Department employees working on a scheduled day off, which is a holiday, may be given equivalent time off at straight time.

HOLIDAYS

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 21. Training Pay

“All Sergeants, Officers and Dispatchers shall attend 40 hours of training each fiscal year. Training courses will include those approved by the Chief of Police or his/her designee. If necessary, an officer or sergeant will be temporarily re-assigned to the day shift for training purposes so that the Department does not incur overtime for training. Officers shall receive at least 14 (fourteen) calendar days notice of this training assignment.” Training courses will include those approved by the Chief of Police or his/her designee.

Dispatchers will receive forty (40) hours of overtime training and will be paid at the overtime rate. Training pay will not be used in the calculation of overtime.

Section 22. Medical Stipend

Effective July 1, 2016 all Sergeants and Officers shall receive an AED and Narcan Stipend of \$600 annually and will be paid on the first pay date in October. This stipend shall not be included in the calculation of the overtime rate.

Effective July 1, 2016 all Full Time Dispatchers shall receive an AED/EMD/Narcan stipend of \$1,000 annually, which is to be paid the first pay date in October. This stipend shall not be included in the calculation of the overtime rate.

Section 23. Annual Performance Evaluations

Effective July 1, 2011, performance evaluations may be conducted once a year by the Chief. These evaluations will be conducted orally and a record will be kept to document that the evaluation took place, but no written evaluation form will be completed. The evaluations will not affect advancement on the salary schedule but they may be used for purposes of future promotions. As part of the evaluation, the Chief will document that the officer is current with Department requirements, policies and procedures, including without limitation a satisfactory Board of Probation check, valid driver's and firearms licenses and in possession of all required uniforms and equipment.

Section 24. Associate Degree Requirement

Any Officer hired on or after July 1, 2010 shall be required to have at least an Associate's Degree in a field of study which, the Chief determines, significantly improves their ability to perform their duties for the Police Department. (See Section 18 above).

Section 25. Academy Training Fee

- A. For the purpose of this agreement, the fee, cost, or tuition of the training at a Municipal Recruit Police Academy is the Training Fee. ("Fee").
- B. In the event there is such a Fee, the Town of Medfield agrees to pay it as directed by the MCJTC. As a condition of employment, anyone sent to such training shall sign a written contract with the Town of Medfield, prior to commencing the training, under which the participant agrees to reimburse the Town for the full cost of the Municipal Recruit Academy Training Fee. Reimbursement will include the Town collecting the Fee by deducting (\$50.00) dollars per pay period from the employees compensation beginning with the second full pay period after successful completion and graduation from the basic recruit training academy.
- C. After successful completion of (36) months of post-Academy active service with the Medfield Police Department, any officer who has reimbursed the Town for the Fee shall be reimbursed. The reimbursement will be in the form of an expense Police Department check, separate from the Officer's regular weekly compensation (free of taxes). Upon application by an officer currently employed and with at least 36 months of post-Academy service, the Town will reimburse the officer.

Section 26. Name Plates

The Chief shall provide each Officer with two (2) name plates. These name plates are standard equipment and to be worn by officers at all times and displayed, if possible, on their outer most garment. The name plate design shall be determined by the Chief of Police or his designee. Depending on an officer's assignment (i.e., plain clothes, undercover etc.), the Chief may excuse the officer from the nameplate requirement. The Town shall replace these items as needed.

Section 27. Medfield Police Workplace Drug and Alcohol Policy

To ensure a safe, healthful and productive environment and to protect the general public, the use of alcohol while on duty shall be prohibited. The use, possession, solicitation for or sale of narcotics or other illegal drugs or prescription medication without a prescription on Town property is prohibited.

The Town has in place an Employee Assistance Program (EAP) and advises employees that they may consult with the EAP regarding any possible substance issues. The EAP program is confidential and the providers who work under the program are prepared to assist employees and will not provide confidential treatment/medical information to the Town.

PROHIBITED CONDUCT

1. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia or alcohol on Town property on Department business or Department vehicles or during working hours.
2. Being under the influence of an unauthorized controlled substance, illegally used drug or alcohol on Department property, Department business or Department vehicles during working hours.
3. An employee shall not report for duty, or remain on duty within four (4) hours of having consumed alcohol. An employee shall not report for duty or remain on duty with an alcohol concentration of 0.02 or greater unless assigned by the Chief of Police or his designee to an undercover operation. If assigned to an undercover operation the employee shall not have an alcohol concentration of 0.08 or greater. If the presumption law in Massachusetts is lowered below the 0.08 standard, the standard for undercover operation will be lowered.
4. Use, possession, manufacture, distribution, dispensation, or sale of illegally used drugs or controlled substances while on duty.
5. Refusing consent to testing or refusing to submit to a breath or urine sample for testing consistent with this policy.
6. Failure to notify the Department of any arrest or conviction under any drug or alcohol criminal statute.

TESTING

A testing lab will be mutually selected by the Town and the League and will be from among labs certified by the State or Federal Government.

The Chief of Police or his designee shall require an employee to submit to an alcohol or controlled substances test when he has reasonable suspicion to believe that the employee has violated this policy.

Reasonable suspicion of drug and/or alcohol use will be based on specific objective fact(s) and inferences drawn from observation or knowledge that the employee may be involved in the use of any illegally-used drug, controlled substance, or alcohol. Examples include but are not limited to:

1. Specific observations concerning the appearance, behavior, speech or body odor of the employee;
2. Observable phenomena such as direct observation of on duty alcohol use or possession; and/or direct observation of on duty or off duty use or possession of illicit drugs;
3. A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to frequent absenteeism, excessive tardiness or frequent

accidents, not attributable to other factors and which appear to be related to drug or alcohol abuse;

4. Arrest, indictment, or conviction for drug related offenses;

Alcohol testing is authorized under the reasonable suspicion testing only when the observations required to be made of the determination of reasonable suspicion are made during or just preceding the work day that the employee is required to be in compliance with the alcohol prohibitions.

The Chief of Police or his designee making the observations shall document in writing the specific facts, symptoms or observations which form the basis of his/her reasonable suspicion.

An employee who tests positive for a controlled substance and/or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or greater shall not be permitted to return to work without a return to duty test with a negative controlled substance test or an alcohol test with an alcohol concentration of less than 0.02 whichever is applicable.

An employee who tests positive for a controlled substance and/or has an alcohol breath test administered under this policy and has an alcohol concentration of 0.02 or greater shall be subject to follow up testing upon return to work.

An employee who has evidence to rebut the reasonable suspicion determination may present the evidence but the employee must take the test.

REFUSAL TO SUBMIT

An employee shall be considered to have refused to submit to a test under this policy when he/she:

1. Fails to provide adequate breath for testing without a medical explanation after receiving notice of the requirement to submit to a breath test;
2. Fails to provide an adequate urine sample for a controlled substance test without a valid medical explanation after receiving notice of the requirement to submit to a substance abuse test;
3. Fails to proceed to the testing/collection site immediately after being informed of the requirement to be tested or leaves the site before the test is complete; or
4. Fails to follow the instruction of the collector/tester or complete the documents necessary to complete the test.

CONFIRMATORY TEST

Controlled Substance Tests

Controlled substance testing shall be limited to those drugs made illegal by MA General Law Chapter 94C and will be to determine the presence of those five drugs or classes of drugs or their metabolites: cocaine, opiate metabolites, phencyclidine (PCP) and amphetamines

At the time of the drug test, the testing facility shall split the employee's urine sample into two collection bottles for "split testing." In the event the initial urinalysis test is positive, a second confirmatory test shall be performed on the second sample.

Alcohol Tests

When alcohol testing is required a trained breath alcohol technician shall administer a breath test to determine whether there is an alcohol concentration of 0.02 or greater. Any breath test with a result of 0.02 or greater shall be followed with a confirmatory test within fifteen minutes.

The costs of the reasonable suspicion drug tests shall be paid by the Town. Any return to duty tests shall be paid for by the town.

VIOLATIONS OF THIS POLICY

An employee who refuses to submit to a test, tests positive for a controlled substance and/or an alcohol concentration of 0.02 or greater under the tests described above shall be subject to discipline, up to and including dismissal. Discipline other than dismissal may include but shall not be limited to the following:

1. The employee will be relieved from duty and required to see a Substance Abuse Professional (SAP) and shall comply with all recommendations and complete all programs (inpatient, outpatient, and counseling). The employee must provide documentation of satisfactory completion of the program to the Town by way of the Chief of Police.
2. During any rehabilitation the employee will be on unpaid leave except that he or she may elect to take any accrued sick, vacation, holiday or personal time to which the employee is entitled.
3. Before an employee may return to duty the employee must undergo a return to duty test as referenced above.
4. The employee may be subject to unannounced follow up testing for up to two (2) years.

Neither the provisions of this policy nor the Town's willingness to substitute it for earlier versions of the Town's proposed policy shall be interpreted to allow officers to engage in on-duty or off-duty misconduct involving drugs and alcohol with impunity. To the contrary, it is acknowledged that the Town has the right to discipline officers for such misconduct and the level of discipline will depend on the nature of the offense.

In all cases of misconduct, the just cause provisions of the Collective Bargaining agreement shall apply to any discipline imposed.

Board of Selectmen of the Town of Medfield

By: _____

Medfield Police League

By: _____

Approved as to form:

Town Counsel _____

Town of Medfield

Contract Cover Sheet

Department:

Department Head:

Contractor:

Contract Amount

Description of contract services:

historic preservation and historic tax credit consulting services related to the potential redevelopment of the former Medfield State Hospital campus

Contract funding source:

Special articles related to Medfield State Hospital planning and disposition. Available balance is \$56,500.

Contract term:

Fiscal Year 2022

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 # Medfield 2021-07

STATE CONTRACT # (if applicable) _____

This Contract is made this 5th day of October, 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 Epsilon Associates, Inc., having a usual place of business at 3 Mill & Main Place, Suite 250, Maynard, MA 01754, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a written quotation to the Town to perform historic preservation and historic tax credit consulting services related to the potential redevelopment of the former Medfield State Hospital campus, 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 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 historic preservation and historic tax credit consulting 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: October 5, 2021 through June 30, 2022.
5. Payment for Work: The Town shall pay fees not to exceed \$7,5000 for the Program in accordance with the Contractor's 2021 Standard Consulting Rates as included 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.

6. 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.
7. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the historic preservation and historic tax credit consulting industry currently practicing under similar circumstances. The Contractor represents that it is familiar with and knowledgeable about applicable federal and state statutes and regulations, including, but not limited to, those related to historic preservation and tax credit eligibility. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
8. 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.
9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Professional Liability, and 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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



September 30 2021

PRINCIPALS

Theodore A Barten, PE
Margaret B Briggs
Dale T Raczynski, PE
Cindy Schlessinger
Lester B Smith, Jr
Robert D O'Neal, CCM, INCE
Michael D Howard, PWS
Douglas J Kelleher
AJ Jablonowski, PE
Stephen H Slocumb, PE
David E Hewett, LEED AP
Dwight R Dunk, LPD
David C Klinch, PWS, PMP
Maria B Hartnett

Eric Busch
Peregrine Group LLC
Rumford Center
20 Newman Avenue, Suite 1005
Rumford, RI 02916

via email: ebusch@peregrinegrp.com

**Subject: Medfield State Hospital, Medfield, Massachusetts
Historic Preservation / Historic Tax Credit Consulting Services**

Dear Eric:

Epsilon Associates, Inc. is pleased to submit this proposal to the Town of Medfield for historic preservation / historic tax credit consulting services related to the potential redevelopment of the former Medfield State Hospital campus. Specifically, these services are for the assistance in securing a preliminary determination from the Massachusetts Historical Commission (MHC) and the National Park Service (NPS) regarding selective demolition on the campus.

ASSOCIATES

Richard M Lampeter, INCE
Geoff Starsiak, LEED AP BD+C
Marc Bergeron, PWS, CWS
Alyssa Jacobs, PWS
Holly Carlson Johnston
Brian Lever

1.0 UNDERSTANDING OF THE PROJECT

Epsilon understands that the Town of Medfield is actively in the process of selecting a developer to redevelop the former Medfield State Hospital campus. We further understand that two proposals have been submitted to the Town and that each proposal includes some demolition activities, and at least one proposal includes pursuing state and federal historic rehabilitation tax credits as part of the financing of the proposed project.

The Medfield State Hospital campus was listed in the National Register of Historic Places in 1994 as part of Multiple Property Submission for Massachusetts State Hospitals and State Schools. In addition, the Medfield State Hospital was also designated a local historic district in 1994.

We understand that the Town is seeking a determination from the MHC and the NPS regarding selective demolition of a group of buildings collectively known as the Cottages / The Arboretum located in the southeast corner of the campus. These buildings include numerous deteriorated early 20th century residential cottages. Despite their current deteriorated condition, these buildings are identified as “contributing” to the historic and architectural significance of the campus. In addition, four to five additional buildings

3 Mill & Main Place, Suite 250
Maynard, MA 01754
www.epsilonassociates.com

978 897 7100
FAX 978 897 0099

Eric Busch
Re: Medfield State Hospital
September 30, 2021

within the campus will be evaluated at a high level to determine potential impacts. The intent of the request for a preliminary determination from the MHC and the NPS is to provide guidance to the Town regarding the ability for others to be able to secure historic tax credits for the redevelopment of some or all of the remaining buildings, despite the demolition of the Cottages / the Arboretum buildings.

Epsilon has extensive experience with the review and permitting of projects at the Medfield State Hospital campus. Epsilon has been engaged by the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) for numerous projects including assistance with the preparation of the Master Plan for the campus, the demolition of numerous buildings and structures on the site, and the disposition of the property to the Town. Our extensive experience provides us with a unique understanding of the campus and its resources.

2.0 SCOPE OF WORK

Preparation of the Request for a Preliminary Determination

On behalf of the Town, Epsilon will prepare a request for a preliminary determination for the proposed demolition activities. The request will identify the buildings proposed for demolition, summarize the buildings' role in the development of the campus, document their current conditions and outline potential redevelopment scenarios for the site currently under consideration.

We will conduct a site visit to photograph the buildings envisioned for demolition, their existing conditions and their context within the campus. Given the uncertainty of the structural conditions of the buildings, documentation will be limited to the exterior of the buildings. The Town will coordinate Epsilon's access to the property. This task includes responding to one round of edits from the Town and the preparation of three hard copies of the final submittal (one each for the Town, the MHC and the NPS). An electronic (PDF) copy of the submittal will also be provided.

Following the submittal of the request for a preliminary determination, Epsilon will provide the necessary follow up with the MHC staff and the staff of the NPS to assist in their reviews of the request. It is important to note that any determinations provided by the MHC and the NPS will be preliminary, and that a formal submittal(s) will be required when specific proposals are made by the Town and/or the selected developer. Nonetheless, the preliminary determinations will be beneficial to the Town in understanding the likelihood of securing historic tax credits as it advances the selection of developers in the redevelopment of the campus.

Eric Busch
Re: Medfield State Hospital
September 30, 2021

3.0 PROJECT STAFFING

Epsilon's team of Historic Preservation professionals are highly respected in the preservation community and all team meet the National Park Service's Professional Qualifications. Our team includes former staff of the NPS, MHC, Boston Landmarks Commission, Brookline Preservation Commission, Newton Historical Commission and others. We maintain excellent working relationships with the MHC and NPS staff and our extensive experience in securing approvals for historic tax credit projects, combined with our previous experience and understanding of the historic resources at the Medfield State Hospital campus, make us uniquely qualified for this project.

Doug Kelleher, Principal and Manager, Historic Preservation Team. I have over 30 years of experience in historic preservation planning and historic tax credits. My previous experience includes nearly six years as a Preservation Planner with the MHC where I reviewed many historic tax credit applications and National Register nominations. I have served as the Principal in Charge for all of our previous DCAMM assignments at Medfield State Hospital and have a thorough understanding the site and its historic resources. I will oversee all aspects of the project and will serve as the primary point of contact.

Erin Doherty, Preservation Planner will assist in the preparation of the request for the preliminary determination. Erin also has a great deal of experience with state and federal historic tax credits and has a full understanding of the program requirements and agency expectations. Prior to joining Epsilon, Erin previously worked at the MHC where her primary responsibility was the review of historic tax credit applications.

4.0 COST ESTIMATE

The estimated cost for this scope of work is \$7,500. Actual costs will be invoiced monthly in accordance with Epsilon's 2021 Standard Consulting Rates and Terms (attached). The work will be undertaken in accordance with Epsilon's Standard Consulting Agreement, a copy of which is attached and made a part of this agreement.

5.0 SCHEDULE

Epsilon is prepared to begin work immediately upon receiving a notice to proceed. It is anticipated that a draft of the request for the preliminary determination will be available for review within two weeks of receiving project details and access to the property. We understand the Town's desire to advance the project in a timely fashion; we are committed working closely with the Town in achieving an aggressive schedule.

Eric Busch
Re: Medfield State Hospital
September 30, 2021

If you have any questions regarding our proposal, please do not hesitate to contact me at (978) 461-6259. We look forward to the opportunity to work with you on this exciting project.

Sincerely,
EPSILON ASSOCIATES, INC.



Douglas J. Kelleher
Principal

- 1. Work to be Performed:** EPSILON ASSOCIATES (Epsilon) will perform the services set forth in the proposal, and such additional services as Epsilon and the Client may jointly agree in writing (collectively, the "Services"). The costs for such Services will be computed and invoiced monthly in accordance with Epsilon's Standard Consulting Rates in effect at the time the Services are performed. If the Client fails to make payment when due, Epsilon may, upon seven days written notice to the Client, suspend performance of services under this Agreement.
- 2. Changes:** Epsilon's estimated cost and proposed schedule are based on Epsilon's best judgment of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced by changes in the scope of services and schedule as dictated by Client needs and by presently unforeseen circumstances. Epsilon will notify the Client in advance if schedule or cost is expected to exceed the estimate. In such event, the Client may wish to (i) authorize additional funds to complete the services as originally defined, (ii) redefine the scope of services in order to fit the remaining funds, or (iii) request that services be stopped at the specific expenditure level.
- 3. Standard of Care:** Epsilon represents that it will perform its Services in accordance with the standards of care and diligence normally practiced by professional consulting firms performing Services of a similar nature in the same locale. It is understood that Epsilon makes no warranty, either expressed or implied, as to its findings, designs, recommendations, specifications, or professional advice or opinion.
- 4. Independent Status:** Epsilon will serve as an independent consultant to Client and not its agent or employee. It is understood that Epsilon may retain subconsultants to perform specialized Services. Should it be determined appropriate or necessary to rely on a subconsultant for other purposes, Epsilon will obtain the written confirmation from Client.
- 5. Assignment:** Client will not delegate, assign, or transfer any interest in this Agreement without the written consent of Epsilon.
- 6. Delays:** Epsilon will perform its professional services in a manner consistent with sound professional practices. Epsilon is not responsible for delays caused by factors beyond its reasonable control, including but not limited to delays because of strikes, lockouts, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Epsilon's services or work product promptly, or delays caused by faulty performance by the Client or its other consultants. When such delays beyond Epsilon's reasonable control occur, the Client agrees Epsilon is not responsible for damages, nor shall Epsilon be deemed to be in default of this Agreement.
- 7. Insurance:** During the period that services are performed under this Agreement, Epsilon will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$2,000,000 aggregate limit (claims made basis). Client agrees that Epsilon will not be liable for any loss, damage or liability arising out of this Agreement beyond the limits of available insurance coverage.

- 8. Indemnification:** Client will indemnify and hold harmless Epsilon, its employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of the Client or any of its employees, officers, directors, subconsultants or agents.
- 9. Hazardous Substances/Hazardous Waste:** Client acknowledges that Epsilon has no responsibility as a generator, treater, storer, transporter, arranger, or disposer of hazardous or toxic substances that may be found or identified at the site; or that may be directly or indirectly generated by the Client or others; or that were on the site prior to Epsilon's Services provided in accordance with this Agreement.

Accordingly, the Client will indemnify and hold harmless Epsilon, its officers and employees from and against all claims and actions, including reasonable attorneys' fees, arising out of hazardous substances/hazardous waste issues related to this Agreement.

- 10. Invoicing:** Project costs will be invoiced monthly in Epsilon Associates' standard format. Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%. A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, fax and normal supplies. Terms are net 30 days from the date of invoice issuance. An interest charge of 12% per annum will be added to all delinquent bills. For delinquent accounts, no complete or partial work product will be released to the client or submitted to regulatory agencies on the client's behalf. Further, Epsilon reserves the right to stop work on any delinquent account; subject to written or electronic notice and a three-day grace period. Epsilon will have no liability to the client for any direct or indirect damages which may result from the work stoppage.
- 11. Termination:** Either party may terminate the Services with or without cause upon 10 days' advance written notice. Irrespective of which party shall effect termination, the Client shall within 30 calendar days of termination, pay Epsilon for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, in accordance with Epsilon's then-prevailing Standard Consulting Rates.
- 12. Disputes:** Excepting legal actions brought by Epsilon to collect overdue payments, any and all controversy or claim arising out of or related to this Agreement, or breach thereof, not settled directly by the parties, shall be settled by binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association. Client and Epsilon will each bear its own costs of the arbitration proceeding including attorney fees.
- 13. Ownership of Documents:** Client acknowledges that Epsilon's reports, field data, field notes, calculations, estimates, and other similar documents ("Records") are instruments of professional service, not products. Epsilon shall retain for its professional use a copy of all data generated, prepared, or furnished to Client. Epsilon will retain these Records for a period of 3 years following completion of services. During this time, Epsilon will reasonably make available the Records to the Client. Epsilon may charge a reasonable fee for retrieving, and/or copying such Records.

Client will not use any of Epsilon's data, documents, or reports for any purpose other than its original purpose as defined by the Agreement. Client has no rights to incomplete or partial data.

- 14. Reuse of Project Documents:** All documentation furnished to the Client is intended for the benefit of the Client and is not intended or represented to be suitable for reuse by the Client or others. Any reuse without the specific written consent of Epsilon will be at user's sole risk and without liability and legal exposure to Epsilon. Client agrees to indemnify and hold Epsilon harmless from any and all liabilities, losses, costs, or expenses suffered by Epsilon in connection with Client's unauthorized reuse of project documents.
- 15. Entire Agreement, Modifications, Headings, Severability:** The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, agreements, and understandings, whether verbal or written, between the parties with respect to its subject matter. If any element of this Agreement is later held to violate the law or a regulation, or whose insurability cannot be confirmed by Epsilon, it shall be deemed void, and all remaining provisions shall continue in force. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- 16. Solicitation and Hiring Restrictions:** Unless otherwise agreed by Epsilon, Client, during the period in which Epsilon provides services to the Client and for one (1) year thereafter (the "Non-Solicitation Period") will not solicit for hire or hire any individual serving as a director, officer, employee, company, contractor or agent of Epsilon during the Non-Solicitation Period. Client also agrees that, during the Non-Solicitation Period, it shall not encourage any person to terminate his or her employment, contracting or consulting relationship with Epsilon. The Client acknowledges and recognizes that the conduct prohibited by this section is narrow and reasonable in relation to the protection of the Epsilon's legitimate business interests and confidential and proprietary business information, some of which will be shared with the Client with the understanding that such information must be maintained in confidence. The Client further acknowledges that the time period of the provisions of this section is reasonable, legitimate and fair to the Client in light of Epsilon's interests.



EPSILON ASSOCIATES, INC. 2021 STANDARD CONSULTING RATES

Charges for services performed by EPSILON ASSOCIATES, Inc. will be billed at the hourly rates in effect at the time the services are performed. Standard consulting rates for 2021 are listed below:

Managing Principal	\$280 per hour
Principal	\$265 per hour
Associate I, Senior Consultant I	\$245 per hour
Associate II, Senior Consultant II	\$230 per hour
Associate III, Senior Consultant III	\$215 per hour
Senior Consultant IV; Senior Engineer, Scientist, Planner I	\$205 per hour
Senior Engineer, Scientist, or Planner II	\$195 per hour
Senior Engineer, Scientist, or Planner III	\$180 per hour
Senior Engineer, Scientist or Planner IV, Project Engineer, Scientist, or Planner I	\$170 per hour
Project Engineer, Scientist or Planner II	\$160 per hour
Project Engineer, Scientist or Planner III	\$145 per hour
Project Engineer, Scientist, or Planner IV, Staff Engineer, Scientist or Planner I,	\$135 per hour
Staff Engineer, Scientist, or Planner II, Admin I	\$125 per hour
Staff Engineer, Scientist, or Planner III, Admin II	\$105 per hour
Admin III	\$85 per hour
Admin IV	\$70 per hour
Admin V	\$55 per hour

Expert testimony which is required as part of a broader consulting assignment will be billed at standard rates. Assignments which are essentially limited in scope to expert testimony and the attendant preparation, will be billed at 150% of the standard rates.

Expenses

- ◆ Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%.
- ◆ A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, and normal supplies.

Invoicing

- ◆ Project costs will be invoiced monthly in Epsilon Associates' standard format. Terms are net 30 days from the date of invoice issuance. An interest charge of 12% per annum will be added to all delinquent bills. For delinquent accounts, no complete or partial work product will be released to the client or submitted to regulatory agencies on the client's behalf. Further, Epsilon reserves the right to stop work on any delinquent account; subject to written or electronic notice and a three day grace period. Epsilon will have no liability to the client for any direct or indirect damages which may result from the work stoppage.

**TOWN OF MEDFIELD
COMMONWEALTH OF MASSACHUSETTS
SPECIAL TOWN ELECTION
NOVEMBER 15, 2021**

Norfolk, ss.

To the Constables of the Town of Medfield in said County, Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Elections to vote at the CENTER at Medfield, One Icehouse Road, on MONDAY, NOVEMBER 15, 2021 from 6:00 AM to 8:00 PM for the following purpose:

PROPOSITION 2 ½ QUESTION

QUESTION 1

Shall the town of Medfield be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to pay costs of constructing a new elementary school located on the campus of the Wheelock School at 17 Elm Street in Medfield, Massachusetts, to replace the Dale Street School, including the payment of all costs related to designing the new school project, equipping and furnishing the school, site improvements, and all other costs incidental and related thereto?

YES _____

NO _____

And you are directed to serve this warrant by posting an attested copy thereof, in the usual place for posting warrants in said Medfield, seven days at least before the time of holding said Election.

Hereof fail not and make due return of this warrant with your doings, thereon, unto the Town Clerk at the time and place of the Special Town Election aforesaid. Given unto our hands this fifth day of October, two thousand and twenty one.

Michael Marcucci, Chair /s/

Gustave Murby, Clerk /s/

Osler Peterson, Third Member /s/
BOARD OF SELECTMEN

By virtue of this warrant, I have notified and warned the Inhabitants of the Town of Medfield, qualified to vote in elections, to meet at the time and for the purposes named, by posting attested copies of the same at five public places seven days before the date of the elections as within directed.

Constable:

Date:

A TRUE COPY ATTEST:

Marion Bonoldi

Town Clerk

Town of Medfield

Contract Cover Sheet

Department:

Department Head:

Contractor:

Contract Amount

Description of contract services:

Consulting engineer services to oversee the solar project at the DPW Town Garage. SDA will assist with engineering documents, RFP, and monitor the solar installation.

Contract funding source:

Special article related to DPW Town Garage solar: balance is \$227,913.26

Contract term:

Through Fiscal Year 2023

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: Medfield 2021-08

STATE CONTRACT # (if applicable) _____

This Contract is made this 5th day of October, 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 Solar Design Associates, Inc. having a usual place of business at 280 Ayer Road, Harvard, Massachusetts 01451, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a written quotation to the Town to provide consulting engineering services for a 200kWac roof-mounted solar electric system on the DPW Facility located at 55 North Meadows Road in Medfield, MA, 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 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 solar consulting engineering 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: October 5, 2021 through June 30, 2023.
5. Payment for Work: The Town shall pay fees not to exceed \$45,150.00 for the Program in accordance with 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.

6. 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.
7. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the solar engineering and design industry currently practicing under similar circumstances. The Contractor represents that it is familiar with and knowledgeable about applicable federal and state statutes and regulations. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
8. 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.
9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Professional Liability, and 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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

Proposal To:

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

To Provide: Solar Design Associates (SDA) is offering to provide consulting engineering services to the Town of Medfield (Medfield) in the design and engineering of a 200kWac roof-mounted solar electric system on the DPW Facility located at 55 North Meadows Road in Medfield, MA.

SDA will work with the System Owner's Project Team to provide the services described in Phase 2- 5 below.

Phase 1 – Schematic Design & Interconnection Application, SMART Application - COMPLETE**Phase 2 – Issued For Review (IFR) Documents, System Specifications, Issued For Construction (IFC) Documents**

Based on the completion and approval of the work under Phase 1, SDA shall work with the Project Team to finalize the location for the solar balance-of-system equipment, conduit runs and interface of the solar system with the facilities existing electrical equipment / conditions. SDA will produce IFR drawings and draft CSI format system specifications for review by the Project Team and Medfield's Procurement Officer. The system specifications will identify up to three 'or-equal' manufacturers for the major system components however SDA advises the Medfield Project Team that if the basis of design change from the current AC system size (inverter manufacturer and nameplate) an updated Interconnection Services Agreement from the utility will be required. SDA will assist the project Team with this re-submission. The Town of Medfield or the selected contract shall be responsible for any fees associated with the re-submission to the utility.

The IFR Construction Documents will define the majority of the construction level details of the rooftop array including but not limited to the following;

- DC & AC equipment selection
- DC & AC voltage drop, wiring, and fuse sizing calculations
- DC & AC electrical one-line diagrams
- DC & AC equipment grounding and bonding schemes
- DC & AC conduit plans and details
- Data Acquisition System (DAS) design
- NEC-mandated warning signage, including arc flash labels
- Stringing plan
- Major equipment cut sheets
- DC & AC wiring schedules
- Wire management details
- Inverter mounting details

Medfield shall review the IFR set and provide a single set of coordinated revisions and comments for SDA to incorporate into the IFC documents to accompany the RFP.

SDA will finalize the system design and engineering to provide a complete set of Construction Documents including CSI-format Specifications for the electrical aspects of the system addressing the input and all technical information received from Medfield and the Project Team. The IFC set will be signed and sealed by a Professional Electrical Engineer licensed to practice in Massachusetts.

Medfield will prepare of the overall bid documents to solicit bids from qualified Contractors to construct the system. Medfield will incorporate SDA's 100% Construction Drawings and the accompanying CSI-format specifications as part of the bid documents.

Phase 2 Deliverables: Issued For Review (IFR) Construction Documents, Issued For Construction (IFC) Documents, CSI format system specifications, Initial Construction Control Affidavit, attendance of pre-bid walkthrough site visit.

Phase 3 – Construction Period Support

SDA will assist the Town of Medfield in reviewing responses from qualified contractors, advise Medfield if the Contractors proposed equipment complies with the Basis of Design, and incorporate the Contractors requested changes into an updated IFC set for permitting and construction.

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

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

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

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

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

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

Phase 3 Deliverables: An on-site pre-construction conference and periodic visits to the site during construction. SDA will also provide progress reports based upon the on-site observations as well as respond to Contractor RFIs and change order requests. SDA will also collaborate with the Contractor to develop a set of as-built drawings for the system.

Phase 4 – System Commissioning & Utility Closeout

SDA will provide on-site initial start-up and commissioning of the solar system to verify proper operation and performance. SDA's commissioning protocol involves the use of precision field test instruments to define the exact level of system performance and output under the actual field conditions with specific measurements of the solar radiation on the array during the commissioning process. When irregularities are identified, infrared thermography is employed to identify the potentially defective equipment so that they can be further investigated by the installing Contractor prior to project close-out.

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

SDA will prepare a formal commissioning report including results of the performance testing and make recommendations to the Owner regarding final acceptance of the system and project close-out.

SDA will validate contractor red-lines during the commissioning process and shall produce a complete set of As-Built construction documents.

SDA will coordinate with equipment manufacturers to build and launch the manufactures data acquisition system.

SDA will collaborate with the installing contractor to obtain signatures and approvals from the Authority Having Jurisdiction (AHJ) and file the appropriate close-out paperwork with the utility and obtain Permission To Operate.

SDA will file appropriate paperwork with the Department of Environmental Resources (DOER) and the Solar Massachusetts Renewable Target (SMART) incentive program administrator to secure the production-based incentive for the PV system.

If the servicing utility should require on-site witness testing of the system prior to final interconnection and operational approval of the solar system, SDA will prepare the necessary Witness Test plan or Energization Plan for submission to the utility, and accompany the utility for on-site testing.

Phase 4 Deliverables: Commissioning report and Contractor's punch list. A punch list of issues needing the Contractor's attention prior to final system acceptance. Close-out with the utility including Witness Testing if required. Final Construction Control Affidavit. SMART incentive program closeout. All drawings will be provided in the form of PDF files. All deliverables will be transmitted electronically.

Medfield Responsibilities: Medfield shall assign a Project Manager who shall be the coordinator for this solar program and the key contact for SDA.

When available, Medfield shall provide SDA accurate and up-to-date design drawings of the facility including a dimensioned roof plan that identifies the size, height and location of all proposed roof-top equipment and obstacles and the areas of the roof the arrays are to be installed upon. Medfield shall provide all other necessary site information including identifying the preferred location for inverters, other Balance of System components and the desired point of interconnection for the system with the on-site electrical distribution. Medfield shall facilitate SDA access to the project site as required to make our site visits. Medfield shall inform the Contractor of SDA's roles and responsibilities.

Medfield and the Project Team shall be responsible for all matters related to the public bidding and conforming to all applicable Massachusetts procurement laws and processes.

If the selected Contractor proposes an alternate AC system design (inverter manufacturer or nameplate), the Town of Medfield or the Contractor shall be responsible for any fees required by the utility to update the ISA or re-study the system.

Medfield and the Project Team shall require the installing contractor to provide array mock-ups during construction to allow SDA to review their wire management methods, installation means and methods, and general compliance with the approved construction drawings during the construction of the system.

Medfield shall require the system installation Contractor to collaborate with SDA in the development of a set of As-built Drawings of the system. The installer's contract shall require the Contractor to maintain an up-to-date set of red-lined / marked-up Construction Documents throughout the installation process identifying any changes made in the system installation to serve as the basis for the As-built Drawing set.

The installing Contractor shall provide SDA with a copy of the Certificate of Completion for the PV system upon approval signed by the Medfield Electrical Inspector, along with photos of select equipment required by the utility for project closeout.

The installer's contract shall require the Contractor to develop an O&M manual that shall include manufacturers' cuts on all system components accompanied by manufacturers warranties and warrantee contact information as well as the Contractor's own warranty on workmanship; and input on recommended system maintenance and the diagnosing of performance issues in the system. Medfield shall inform the installation Contractor of SDA's roles and responsibilities.

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

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

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

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

Arbitration: All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder of, or in any other manner, any additional person not a party to this Agreement. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The party initiating the demand shall notify the other party of the intention to arbitrate within ten days from the date when the claim, dispute or other matter in question has arisen. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

Fees: SDA proposes to provide the Phase 2 - 4 services as defined above for a fee of **\$45,150** including all reimbursable expenses. An initial retainer of \$1,500 will be invoiced upon authorization of this proposal. If additional meetings or other requirements are added to this proposal, SDA reserves the right to increase our fee to cover them.

Work Task	Fee
Phase 1a – Schematic Design, Interconnection Application, SMART Application - COMPLETE	-
Phase 2 – IFR Drawings, IFC Drawings, System Specifications	\$27,675
Phase 3 – Construction Period Support	\$9,750
Phase 4 – System Commissioning & Utility Closeout	\$7,725
Total Phase 2-4	\$45,150

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

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

July 28, 2021

Submitted by:



Steven J. Strong, President for
Solar Design Associates, Inc.
July 28, 2021

Accepted by:

for Town of Medfield

By: _____
(printed name and title)

Date: _____

From: Rose Colleran [REDACTED]
To: Evelyn Clarke <eclarke@medfield.net>
Sent: Wednesday, September 29, 2021, 11:28:44 AM EDT
Subject: MFi Angel Run - Sandwich Board Reqeust

Hi Evelyn -

I'm coordinating placement of the MFi sandwich boards promoting the Angel Run this year which will be in-person again on Sunday, December 5th (learn more here: <https://www.medfieldfoundation.org/mfi-angel-run>). We would like to receive approval from the Selectmen to host two sandwich boards: one at the corner of North and Main Street and one on South Street and 27. We would like to host them the last two weeks of October.

Please let me know if the process has changed and if I should be contacting someone else.

Thank you for your help!

Rose Colleran, Pn1
Nutrition & Wellness Coach
617-947-4896

From: **Kristen Storer** [REDACTED]
Date: Mon, Sep 27, 2021 at 8:29 AM
Subject: Re: Fw: Block Party Rocky Lane
To: Kristine Trierweiler <ktrierweiler@medfield.net>

Hi Kristine after discussing a block party for Rocky Ln. with our neighbors we would like to request a road closure on Saturday, October 30 between 3 and 5 PM. Please let us know if the BOS gives us the approval.
Thanks again for all your support!
Kristen