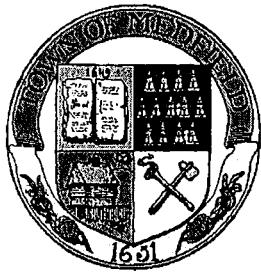




Board of Selectmen
Meeting Packet
October 19, 2021



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

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

October 19, 2021

Dear Board of Selectmen:

In accordance with Massachusetts General Law, Part I, Title VIII, Chapter 54, Section 12, the Town Clerk's requests a vote to appoint Ms. Tracey Klenk as Warden of the Election for the Special Town Meeting and the Special Town Election to be held on Sunday, November 7, 2021 for Precincts 1 through 4 and Monday, November 15, 2021 for Precincts 1 through 4. The Town Clerk also requests vote to appoint the following as Inspectors for the Special Town Meeting, To be held Sunday, November 7, 2021 and the Special Town Election to be held Monday, November 15, 2021.

Laura Mulready
Cathy Chung
Ivy Bonoldi
Linda Frawley
Christine Alessi
Megan Sullivan
Linda Kimball
Jim Feeney
Joanne LaFrancesca
Rose Thibault
Annette Wells
Lorraine Riggins
Robert Winograd
Roseli Weiss
Theresa Knapp
Bill Southwick
Andrea Sullivan
Bob Costello
Molly Sliney
Joe Calo
Susan Bauer
Maureen Lifsitz
Kim Price
Sharon Tatro

Sincerely,

Marion Bonoldi
Town Clerk

ADVERTISEMENT

Town of Medfield Request for Proposals

“Incentivizing Rentals Program” (IRP) (to be renamed)

The Town of Medfield (the “Town”), acting through its Board of Selectmen is issuing this “Incentivizing Rentals Program” (IRP) Request for Proposals (RFP) for disbursement of up to \$800,000 of subsidy funds to support this Pilot Round of IRP. Anyone interested can obtain a copy of the Request for Proposals from the Town’s website: <http://medfield.civicplus.com/Bids.aspx>.

An informational meeting will be held on Wednesday, November 17, 2021; thereafter questions should be emailed prior to Monday, November 29, 2021 by 4:00 pm. Answers to questions will be provided to all registered Proposers no later than Monday, December 6, 2021 by 4:00 pm.

The Town will receive, through the Office of the Board of Selectmen, responses to this Request for Proposals. One (1) unbound original and ten (10) bound copies of each response, plus one electronic copy (on flash drive), must be delivered to the Office of the Board of Selectmen by Friday, December 31, 2021 at 10:00 am, at which time and place the proposals will be opened and recorded. All submissions must be clearly labeled "IRP" on the exterior of the envelope/package and must include all required documents, completed and signed per the instructions and attached forms included in this RFP. Late proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or limit the scope of this project as deemed in the best interest of the Town.

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

Proposers’ responsibility for due diligence: Prospective developer or property owner should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, adequacy of subsidy, and other development and legal considerations.

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

Town of Medfield
Request for Proposals

“Incentivizing Rentals Program”



OVERVIEW

The Town of Medfield is seeking proposals from experienced developers and property owners for the conversion or construction of affordable rental apartment units that will count on the Town’s Subsidized Housing Inventory (SHI). We seek proposals to create small (~ 8 units), affordable rental developments or to convert market-priced rental units to affordable units. We expect new construction, additions, or rehabilitation of existing buildings. The Town is seeking to offset costs by providing up to \$50,000 per new SHI unit created. While it is possible that the subsidy could be applied to assets, such as land, ultimately owned by the Trust, we expect that the Trust will apply the funds by acquiring affordable deed restrictions enhanced beyond otherwise required levels. It is intended that the Project(s) be a Local Initiative Program (LIP) project(s) permitted under MGL ch 40B §§20-23 and DHCD Regulations 760 CMR 56. The proposals would proceed under 40B and LIP with permanent deed restrictions. The developer selected will be responsible for obtaining and paying for all permits, licenses and approvals required to proceed with the development and fair marketing of the affordable units, as required by 40B regulations.

The Program will be funded by the proceeds of a \$1 million bond for affordable housing approved by the Medfield Town Meeting and voters. The use of bond proceeds is limited by M.G.L. which places some constraints on the scope of the Program. The potential funding options are identified below.

Successful developer(s) will be required to execute a permanent affordable housing deed restriction, as defined in GL Chapter 184 Section 31 and DHCD Regulations.

Background

The Medfield Affordable Housing Trust (the “Trust”), was created by Town Meeting vote in April of 2017, charged to implement the approved Medfield Housing Production Plan (HPP), to be updated in 2021; it has worked to keep the town in “safe harbor,” encouraged partnerships with developers on affordable housing projects, and avoided contentious development proposals. The work of the AHT has successfully positioned the town to continue in Safe Harbor through May 7, 2022. This has brought the Town to 9.1% of the state required 10% affordable housing units, squarely on course to reach compliance with Chapter 40B (using the estimated 2020 Census data).

At the same time as the Trust was established, Town Meeting also approved a \$1 million general obligation bond to capitalize the Trust. It was also hoped that Medfield’s Inclusionary Zoning bylaws would generate revenue for the AHT, as it provides for a “payment-in-lieu” alternative. However, through 2020, projects requiring direct, new Town investment in land or other real property and Town operation or management have not been identified and pursued and the inclusionary zoning by-law revenue has not been generated. Thus, the concept for this **“Incentivizing Rentals Program”** was conceived.

The Medfield Housing Production Plan (HPP) outlines a mix of housing types to meet the full range of housing needs within our community. The needs include rental apartments, ownership townhomes/homes, senior housing, and group homes meeting the needs of the developmentally challenged. These are important values of the Town, all embodied in the HPP, the charge of the AHT, and the impetus of the town meeting warrant article to create affordable and moderately priced market rate housing for Medfield seniors. To date, many of the development projects brought to and endorsed by the AHT have been appropriately sited apartment style rental units.

The Program

The goals of the Program are:

1. To increase the share of Medfield’s rental housing stock that is protected from market forces and is affordable to households that cannot afford market-rate rents,
2. To support and retain mixed income communities by capturing moderately priced housing from the speculative market.
3. To improve the streetscape by supporting renovations of older buildings into moderately sized affordable rental developments.
4. To develop additional SHI-eligible units pursuant to a LIP project or projects whose comprehensive permits are approved by May 1, 2022 to support the extension of the Town’s Safe Harbor under its HPP and 40B.

The program is designed to take advantage of opportunities that exist in the market in order to develop new housing, preferably in Medfield's downtown area and building on successful developments at 67 and 71 North Street. There are numerous buildings in Medfield that are being used as single family homes, apartments, or for commercial/retail but are underutilized because of their deteriorating condition but for which the renovation/conversion to apartment buildings may not be economically feasible.

The purpose of the **IRP** is to contribute to the renovation of existing buildings into small apartment buildings, preferably in or near the downtown area, through the acquisition by the Trust of an affordability deed restriction. The Trust and Town would thus be in a position to contribute to the cost of construction/renovation, and the creation of additional affordable units.

Applicants may propose to provide the rental units to a mix of incomes, but agree that *at least* 25% of the units in a proposed development will be restricted to tenants that earn no more than 80% of the Area Median Income as established by the U.S. Department of Housing and Urban Development (HUD), other mixes of affordability is welcome. The Town shall consider projects of any size, but available funding is limited as described herein.

Housing Related Town Documents:

- [Housing Production Plan \(2016\)](#)
- [Medfield Affordable Housing Trust Action Plan \(2018\)](#)
- [Senior Housing Study Report \(2018\)](#)
- [Master Plan \(2020\)](#)

SCHEDULE AND SUBMISSION REQUIREMENTS

<i>RFP Selection Schedule (subject to change at Town's discretion)</i>	
1.	BoS Review/Approve RFP
2.	RFP Release
3.	Ad in Central Register
4.	Ad in <i>The Press</i>
5.	On-site Meeting Registration
6.	On-site Meeting
7.	Questions Due
8.	Answers Distributed
9.	Proposals Due

An informational meeting will be held on Wednesday, November 17, 2021 at 10:00 am in the Chenery Room at Town Hall, 459 Main Street. Please register for this meeting by Tuesday, November 16, 2021 by 4:00 pm by emailing sraposa@medfield.net.

Questions regarding the project may be submitted in writing to Sarah Raposa, Town Planner at sraposa@medfield.net. Questions should be emailed, and should be submitted any time prior to Monday, November 29, 2021 by 4:00 pm.

Answers to questions will be provided to all registered Proposers no later than Monday, December 6, 2021 by 4:00 pm. The Town will issue an addendum to address the written questions submitted by the aforementioned deadline. Only answers provided by the Town in writing may be relied upon by the proposers.

The Town will receive, through the Office of the Board of Selectmen, responses to this Request for Proposals. One (1) unbound original and ten (10) bound copies of each response, plus one electronic copy (on flash drive), must be delivered to the Office of the Board of Selectmen by Friday, December 31, 2021 at 10:00 am.

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

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

A complete Proposal package shall include the following:

- Proposal with cover letter signed by an individual or officer authorized to submit a Proposal describing the proposal
- Form A – Certificate of Non-Collusion
- Form B – Certificate of Tax Compliance
- Form C – Price Proposal

Cover letters should address the following general criteria:

1. Will the project help to ensure long term affordable housing?
 - a. The term of affordability should be in perpetuity.
 - b. At least 25 percent of the units in a LIP development must be affordable at 80 percent of AMI (or at least 20 percent if the units are affordable to households at 50 percent of AMI). A higher proportion of units that are affordable by SHI standards is preferable, as is a deeper level of affordability (i.e., 50 percent of AMI, rather than 80 percent of AMI).

- c. The development of housing with differing levels of affordability is encouraged in order to provide for greater income diversity, including households earning lower than 80 percent AMI, and units that are affordable to households earning 100 percent AMI.¹
- d. The initial and continuing affordability of the subsidized units will be guaranteed through agreements with regard to purchase, rental, and condominium fees, and through resale restrictions. The developer will bear the responsibility to pay for the cost of continued monitoring to ensure that the affordability and marketing requirements are followed for term that was approved.
- e. The quality and type of all construction on the site (buildings, infrastructure and amenities) should be such as will ensure low operating and maintenance costs over the life of the development.

2. Does the project help to meet community needs and goals?

- a. Adaptive reuse, rehabilitation, or preservation of existing structures is preferable to new construction.
- b. MAHT encourages the creation of housing for a range of community needs, including families, seniors, veterans, small households, and people with disabilities.
- c. Reasonable efforts should be made to observe local preference in tenant and buyer selection, to the extent allowed by law. Local preference may be defined to include households in which at least one member currently works or lives in Medfield or attends Medfield Public Schools.
- d. Affordable housing should be located on sites where there is available infrastructure (e.g., sewer lines) to support the proposed density of development, and where residents can access facilities and services with less dependence on auto transportation.
- e. MAHT encourages the development of affordable housing that is compatible with preserving community character environmental resources, historic assets, and sustaining the quality of life.
 - 1) Design: Make reasonable efforts to comply with local regulations to the extent that they do not make projects uneconomic. Orient buildings toward the street wherever possible. Pay attention to design elements found in the neighborhood and make use of them where possible to help developments fit with the neighborhood. Locate off-street parking to the side and rear of buildings to ensure that buildings and landscaping define views from the road.
 - 2) Preserve historically significant buildings and features.
 - 3) Use environmentally responsible design. Minimize impact on natural resources, use native plants, green building construction materials, and energy-efficient design.

¹ Units affordable to middle income households earning between 80 percent and 100 percent of AMI may meet a community housing need, but will not be counted toward the Town's Subsidized Housing Inventory.

Incorporate landscaping treatments that blend with surrounding area, retaining mature trees where possible. Minimize impervious surfaces.

- 4) Incorporate public benefits such as pedestrian linkages to adjacent public properties, open space and park improvements, or enhanced infrastructure serving the surrounding area.
- 5) Traffic circulation, parking, and pedestrian movement within the site, and vehicular and pedestrian access to the site should be safe and convenient, and should provide for the needs of the handicapped. Reasonable access for school buses and emergency vehicles should be provided.
- f. The quality of construction should be sound and uniform throughout the development, with no apparent distinction either visually or materially between the market-rate and the subsidized units. The subsidized units should be dispersed throughout the development.

3. Is there capacity to complete the project successfully?

- a. Due diligence has been undertaken and the project is demonstrated to be financially feasible.
- b. The developer/proponent has the organizational and financial capacity as well as the experience to carry out the project and to complete the LIP process, with or without professional support provided through MAHT funds.
- c. The funding needed to complete the project does not exceed the availability of funding, including funding support which might be sought from MAHT.
- d. The proponent indicates a plan to ensure quality property management after a project is completed, with a preference for professional management of rental properties, or the establishment of condominium or homeownership associations where appropriate.

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

The following are minimum thresholds to determine whether projects are eligible for receiving funding under this Program:

- 1. Applicants may be for-profit or nonprofit affordable housing developers, or public entities such as the Medfield Housing Authority.
- 2. Proposed application of funds must result in ownership by Town of bond-fundable assets under State law. Payment of subsidy funds will be contingent upon bond sale.
- 3. In accordance with the powers of the Trust and constraints on the use of Town bond proceeds, Trust funds available for project proposals made pursuant to this RFP may be used to create or preserve affordable and community housing for the benefit of low and moderate income households by: a) acquiring and owning the site and/or assets to be developed and/or dedicated to affordable housing purposes; or b) acquiring and owning an

affordable housing deed restriction in the affordable units to be developed and/or dedicated to affordable housing purposes

4. In a mixed-income development, MAHT funds are only to be used only in the amounts necessary to support the affordable units.

MAHT seeks to maximize efficiency of its funding to create affordable units. Expenditure of MAHT funds is not expected to exceed \$800,000 per project; lower cost per unit is preferable, as are projects that utilize other sources of funding.

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

SELECTION PROCESS

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

The Town will rank the proposals and select firms to be interviewed. Respondents may be asked to provide further detail regarding their proposals, qualifications, and/or finances prior to or during an interview. The Town will assemble their assessment of the qualifying submissions and make their recommendation to the Board of Selectmen for their consideration. Negotiations by the BoS shall be incorporated into the final proposed agreement. The terms of and the final award shall be subject to the review and approval of Town Counsel and awarded, at their discretion, by the Board of Selectmen, the Awarding Authority.

CRITERIA FOR EVALUATING PROSPECTIVE DEVELOPER/OWNERS

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

- a) The Proposer must demonstrate a positive track record of property development or management in Massachusetts, and/or a track record of completing projects of comparable size and complexity to the proposed project including structuring complex housing finance transactions, and securing necessary permits and funding. All members of development teams should be able to demonstrate appropriate qualifications for their respective roles.
- b) The Proposer must certify that there are no legal or administrative actions past, pending or threatened that could relate to the ability or capacity of the Proposer, its principals, or any affiliates to undertake the project.

- c) The Proposer must certify that its firm (and principals) is not in default of any outstanding obligations to any federal, state or local municipalities.
- d) The Proposer must certify that the Proposer has no violations or issues pending before any federal, state, or local instrumentality as certified in the Certificate of Tax, Employment Security, and Contract Compliance.
- Highly Advantageous (HA, 5 points) – The Developer Entity has an identified team with a successful track record (with three references for projects) to finance, develop, operate and/or complete projects of comparable type, size, scale, and complexity on time and within budget forecast.
- Advantageous (A, 3 points) – The Development Entity has an identified team with a successful track record of development projects (with three references for projects) but representative projects are not comparable type, size, scale or complexity, or the projects although completed, were not on time or within budget forecast.
- Not Advantageous (NA, 1 point) – The Development Entity has not demonstrated a successful track record on projects of this magnitude and/or complexity, no references provided.

2. Development Program Concept (30%):

- e) The Proposal should include a narrative that describes the proposed project, including the proposed affordability, number of buildings, building styles, total square footage, building heights and massing, amenities, parking (surface/garages), site improvements, utility locations, site access, circulation, open space, community uses, average and peak estimated water and sewerage demands, average weekly peak traffic and vehicular attendance, and any other relevant site features.
- f) The Proposal must include schematic floor plans, elevations, and renderings with a table of general dimensions.
- g) The Proposal should conform with the goals of the development articulated above and appropriateness of design for the area, the parcel and the target population.
- h) The Proposal should specify any anticipated request for zoning waivers or any other permitting requirements.
- i) The Proposal should include a description of any green technologies and sustainable design planned for the project. If applicable, this description should include projections of any reduced long-term costs that will be of benefit to the occupants of the units.
- j) The Proposer must demonstrate the ability to complete the development within a reasonable period of time. A schedule of appropriate development phasing should be supported by a market feasibility analysis.
- k) Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project including a development budget and a sources and uses

schedule. Proposers may also provide alternative pro formas that would be used by an identified financing source that the Proposers plan to use.

- Highly Advantageous (HA, 5 points) – The proposal enhances the surrounding community by providing a plan that meets or exceeds the goals 1-6 of the development, and provides additional benefits, such as the use green building and energy saving techniques, or otherwise provides significant public benefits.
- Advantageous (A, 3 points) – The proposal is generally consistent with the goals of the development. The plan offers some public benefits.
- Not Advantageous (NA, 1 point) – The proposal is inconsistent with the Town needs.

3. Price Proposal (40%):

- I) The Proposer must submit Form C, price proposal indicating the amount requested per unit.
- m) The Proposer should identify any further monetary or non-monetary economic benefits provided as part of the project.
 - Highly Advantageous (HA, 5 points) – The Proposer's Price Proposal provides a significant Town benefit, i.e. lower price per unit.
 - Advantageous (A, 3 points) – The Proposer's Price Proposal provides a sufficient Town benefit.
 - Not Advantageous (NA, 1 point) – The Proposer's Price Proposal does not provide a sufficient Town benefit.

RESERVATIONS, DISCLAIMERS AND PROVISOS

- a. All of the terms, conditions, specifications, appendices and information included in this Request for Proposal shall constitute the entire Request for Proposals package and shall be incorporated by reference into each Proposal Submission. No conditions, other than those specified in this Request for Proposals will be accepted and conditional Proposals may be disqualified except as specified in this Request for Proposals.
- b. The Town makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this RFP. The furnishing of information by the Town shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each Proposer, by submitting a Proposal to the Town in response to this RFP, expressly agrees that it shall not hold the Town, or any of its respective officers, agents, contractors, consultants, or any third party liable or responsible therefor in any manner whatsoever.
- c. If any matter or circumstance under this RFP requires the consent or approval of the Town or that such matter be satisfactory to the Town, then same may be granted, withheld, denied or conditioned by the Town in the exercise of its sole discretion.

- d. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 30B, and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
- e. The Town reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any Proposal when it determines that it is in the Town's best interest to do so, and to waive any defects in the RFP submission process when it determines such defects are insubstantial or non-substantive.
- f. Proposers should assume that all material submitted in response to the RFP will be open to the public. The Town assumes no liability for disclosure or use of any information or data.
- g. All Proposers shall thoroughly familiarize themselves with the provisions of the RFP, Appendices, amendments and associated materials. Upon receipt of the RFP, each Proposer shall examine the RFP for missing or partially blank pages due to mechanical printing, collating, or other publication errors. It shall be the Proposer's responsibility to identify and procure any missing pages or information.
- h. Proposers shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses.
- i. Proposers shall be entirely responsible for any and all expenses it incurs in preparing and/or submitting any Proposal(s) in response to this RFP including any costs or expenses resulting from the issuance, extension, supplementation, withdrawal, or amendment of this RFP or the process initiated hereby.
- j. Proposers must complete each and every Proposal Form contained herein, if applicable.
- k. The Town expressly reserves the right to accept or reject any and/or all proposals if determined that proposal(s) is not in the Town's interest, financial or otherwise.

FORM A - CERTIFICATION OF NON-COLLUSION

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

Signature of person submitting contract/bid

Date

Name of Business

FORM B - CERTIFICATE OF TAX COMPLIANCE

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

Social Security Number or

Signature of Individual or Corporate Name

Federal Identification Number

Corporate Officer

(if applicable)

FORM C - PRICE PROPOSAL

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EMAIL: _____

The undersigned requests from the Town of Medfield subject to the purpose and provisions contained in the "Request for Proposals" dated ----,

\$ _____ Lump Sum / _____

_____ Lump Sum (in words)
for the purpose(s) described in the attached proposal.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts,

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

By: _____ (Signature)

Print Signer's Name

Signer's Title

Company Name

Date

Street Address

Telephone

City

State

ZIP Code



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT

STATE CONTRACT # (if applicable) _____

This Contract is made this 19th 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 R. Zoppo Corp. having a usual place of business at 160 Old Maple Street, Stoughton, MA 02072 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a sealed bid to the Town to perform the Removal & Disposal of Rails & Ties, as described in the Town's Invitation for Bid (Attachment A), 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 Town's Invitation for Bid (Attachment A) and the Contractor's Bid for Scope of Work and Compensation (Attachment B). 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 rail and tie removal and disposal services related to the Program in accordance with the Section 2.02 Scope of Work provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.

The Contractor shall submit to the Town a payment bond and a performance bond as specified in Attachment A.

4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without

cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. **Contract Term:** The Contract Term is as follows: October 19, 2021 through December 10, 2021, in accordance with Attachment A.
6. **Payment for Work:** The Town shall pay \$80,000.00 for the Program in accordance with the pricing in Attachment B. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall retain 20% from each invoice to be paid upon completion of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. **Contractor's Standard of Care.** 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 rail and tie removal and disposal industry currently practicing under similar circumstances. The Contractor represents that it is familiar with, is knowledgeable about, and shall adhere to applicable federal and state statutes and regulations, including, but not limited to those related to rail bed disturbance and rail and tie removal and disposal. 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.
9. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Termination:

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

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

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

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

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

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

17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department,

Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

Attachment A

Medfield Invitation for Bid: Removal & Disposal of Rails & Ties

Attachment B

10/1/2021 Bid Opening @ 3pm

Bid Form A: Bid Value Removal & Disposal of Rails & Ties IFB

	Bid Item	Total Cost for Full Scope of Services					
	Bidder:	Brighter Horizons	ZOPPO	Francesco Demolition			
A	All work to remove steel and ancillary materials	\$ 25,000	\$ 74,000	\$ 80,000	\$	\$	\$
B	Cost to remove and dispose of wooden ties	\$ 153,000	\$ 142,000	\$ 110,000	\$	\$	\$
C	Value of Steel as part of bid	\$ 32,000	\$ 136,000	\$ 20,000	\$	\$	\$
D	Total Value of the Project (A plus B minus C)	\$ 197,000	\$ 40,000	\$ 170,000	\$	\$	\$
E	Number of Calendar Days Required to Complete Project	Days 45	Days 30	Days 60	Days	Days	Days
F	Prompt Payment Discount (if offered)	%/ Days —	%/ Days —	%/ Days 5% / 15 days	%/ Days	%/ Days	%/ Days

	Bid Form B	✓	✓	✓			
	Bid Form C	✓	✓	✓			
	Bid Form D	✓	✓	✓			
	Bid Form E	✓	✓	✓			
	Bid Form F	✓	✓	✓			

Medfield
Nicholas Milano
Paul Miller

FBI
Christopher Denner
Christian Denner

Bid Form A: Bid Value Removal & Disposal of Rails & Ties IFB		
Bid Item		Total Cost for Full Scope of Services
A	All work to remove steel and ancillary materials	\$ 25,000.00
B	Cost to remove and dispose of wooden ties	\$ 153,000.00
C	Value of Steel as part of bid	\$ 32,000.00
D	Total Value of the Project (A plus B minus C)	\$ 197,000.00
E	Number of Calendar Days Required to Complete Project	Days 45
F	Prompt Payment Discount (if offered)	%/ Days

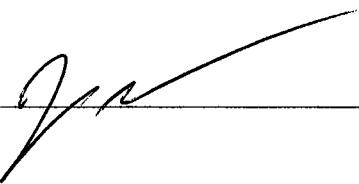
Bidder Acknowledges Addenda #: 01, dated 9/27/21

Company Name: Brighter Horizons Environmental, Inc.

Number of Years in Business: 16

Address: 201 West Main Street, Ayer, MA 01432

Authorized Signature & Title:

 President

Print Name and Title: Jason Squeglia, President

The **Bid Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets. This information will be utilized by the Town for purposes of determining bidder eligibility and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids, (b) until a contract is executed, or (c) until this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Bid Form A: Bid Value Removal & Disposal of Rails & Ties IFB		
Bid Item		Total Cost for Full Scope of Services
A	All work to remove steel and ancillary materials	\$ 74,000.00
B	Cost to remove and dispose of wooden ties	\$ 142,000.00
C	Value of Steel as part of bid	\$ 136,000.00
D	Total Value of the Project (A plus B minus C)	\$ 80,000.00
E	Number of Calendar Days Required to Complete Project	Days 30
F	Prompt Payment Discount (if offered)	%/ Days None Offered

Bidder Acknowledges Addenda #: 1

Company Name: R. Zoppo Corp.

Number of Years in Business: 28

Address: 160 Old Maple Street, Stoughton, MA 02072

Authorized Signature & Title: 

Print Name and Title: David Zoppo - President

The **Bid Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets. This information will be utilized by the Town for purposes of determining bidder eligibility and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids, (b) until a contract is executed, or (c) until this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Bid Form A: Bid Value Removal & Disposal of Rails & Ties IFB	
Bid Item	Total Cost for Full Scope of Services
A All work to remove steel and ancillary materials	\$ 86,000.00
B Cost to remove and dispose of wooden ties	\$ 110,000.00
C Value of Steel as part of bid	\$ 20,000.00
D Total Value of the Project (A plus B minus C)	\$ 170,000.00
E Number of Calendar Days Required to Complete Project	Days 60 days
F Prompt Payment Discount (if offered)	%/ Days 5% / 15 days

Bidder Acknowledges Addenda #: 1

Company Name: Francesco Demolition, Inc.

Number of Years in Business: 26

Address: 18 Columbia Road - Ste 102, Pembroke MA 02359

Authorized Signature & Title: Frank Durante, President

Print Name and Title: Frank Durante, President

The **Bid Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets. This information will be utilized by the Town for purposes of determining bidder eligibility and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids, (b) until a contract is executed, or (c) until this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Bid Form A: Bid Value Removal & Disposal of Rails & Ties IFB	
Bid Item	Total Cost for Full Scope of Services
A All work to remove steel and ancillary materials	\$ 74,000.00
B Cost to remove and dispose of wooden ties	\$ 142,000.00
C Value of Steel as part of bid	\$ 136,000.00
D Total Value of the Project (A plus B minus C)	\$ 80,000.00
E Number of Calendar Days Required to Complete Project	Days 30
F Prompt Payment Discount (if offered)	%/ Days None Offered

Bidder Acknowledges Addenda #: 1

Company Name: R. Zoppo Corp.

Number of Years in Business: 28

Address: 160 Old Maple Street, Stoughton, MA 02072

Authorized Signature & Title: 

Print Name and Title: David Zoppo - President

The **Bid Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets. This information will be utilized by the Town for purposes of determining bidder eligibility and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids, (b) until a contract is executed, or (c) until this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Bid Form B
Professional References
Removal & Disposal of Rails & Ties

Customer: City of Revere (Stantec Engineering)

Mailing address 65 Network Drive, Burlington, MA 01803

Period of Service (MM/YYYY): 01/2020 through Current

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: Michael Sorrentino Title: Senior Associate

Telephone: 781-221-1089 Ext: _____

Email: michael.sorrentino@stantec.com

Customer: Keolis Commuter Services

Mailing address 132 Washington Street, Somerville, MA 02143

Period of Service (MM/YYYY): 06/2017 through Current

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: Dale McGuire Title: ACEO of Bridges

Telephone: 617-222-8466 Ext: _____

Email: dale.mcguire@keolis.com

(Make as many copies as necessary, a minimum of 3 references required)

THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST BE FILED WITH BID SUBMISSION

Bid Form B
Professional References
Removal & Disposal of Rails & Ties

Customer: Mass Coastal Railroad

Mailing address 12 Harding Street, Unit 202, Lakeville, MA 02347

Period of Service (MM/YYYY): 08/2020 through Current

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: Chris Podgurski Title: President

Telephone: 508-291-2116 Ext: _____

Email: cpodgurski@podgurski.com

Customer: United States Army Corps of Engineers

Mailing address 45 Academy Drive, Bourne, MA 02532

Period of Service (MM/YYYY): 01/2000 through Current

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: John MacPherson Title: Canal Manager

Telephone: 508-825-3426 Ext: _____

Email: john.c.macpherson@usace.army.mil

(Make as many copies as necessary, a minimum of 3 references required)

THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST BE FILED WITH BID SUBMISSION

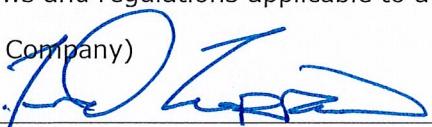
Bid Form C
BIDDER ACKNOWLEDGMENTS
Removal & Disposal of Rails & Ties

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Bid Company Name: R. Zoppo Corp.

The undersigned agrees that, if selected as Contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30 39M.

(Name of Company)

BY: 

(Signature)

David Zoppo - President

(Printed Name and Title of Signatory)

Business Address

160 Old Maple Street, Stoughton, MA 02072

(City, State Zip)

781-344-8822

(Telephone)

781-344-6222

(FAX)

dzoppo@zoppo.com

(Email Address)

Massachusetts, 1993

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date:

STATE OF INCORPORATION (DATE) Massachusetts (10/01/1993)

* attach certificate of authority, if applicable If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

10/01/21

(Date this bid was submitted)

Bid Form D
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS
Removal & Disposal of Rails & Ties

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder*, certifies under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

R. Zoppo Corp.
Corporate Name (please type or print)



Signature of Corporate Officer

10/01/21

Date

David Zoppo
Name of Corporate Officer (please type or print)

President
Title (please type or print)

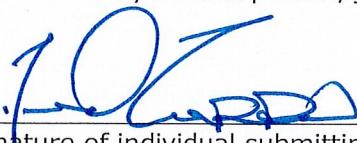
04-3206108
Taxpayer Identification Number

*** As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals**

Bid Form E
CERTIFICATE OF GOOD FAITH
Removal & Disposal of Rails & Ties

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30 Section 39M.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.



Signature of individual submitting the bid

David Zoppo
Individual Full Name (Print/Type)

R. Zoppo Corp.
Name of Business (Print/Type)

10/01/21
(Date)

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

Bid Form F
Removal & Disposal of Rails & Ties

OSHA CERTIFICATION

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certifications, which is deemed a part of the resulting contract:

David Zoppo certifies that:
(Name of Authorized Representative of Contractor)

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

John D. Edwards
S. 100-111, R. 100-111

(Signature of Authorized Representative of Contractor)

R. Zoppo Corp.

(Company Name)

CERTIFICATE OF AUTHORITY

1 I hereby certify that I am the Clerk/Secretary of R. Zoppo Corp.
(Insert full name of Corporation)

2 corporation, and that David Zoppo
(Insert the name of officer who signed the **contract and bonds**)

3 is the duly elected President
(Insert the title of the officer in line 2)

4 of said corporation, and that on 09/24/21
(The date must be **ON OR BEFORE** the date the officer signed
the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. David Zoppo the President
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: Richard Zoppo AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: Richard Zoppo
(Please print or type name in line 6)*

8. Date: 10/01/21
(Insert a date that is **ON OR AFTER** the date the
officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Town of Medfield, MA
Invitation for Bids
Removal & Disposal of Rails and Ties

Addendum #1
Responses to Questions from Potential Bidders
Posted: Monday, September 27, 2021

Written Questions Received

1. [IFB section 2.02, re: Railroad Ties] If testing reveals that the ties are hazardous waste and must be disposed of as hazardous waste, who will pay for the additional cost to dispose over and above "normal" tie disposal cost?

Response: Testing of railroad ties is not required. Management and proper disposal of railroad ties must comply with MA DEP regulations. All costs associated with the removal, transport, and disposal of railroad ties are the responsibility of the contractor.

2. [IFB section 2.02, re: Stumps] Is the contractor responsible for grubbing and stump disposal 2' down for the entire cleared project limits?

Response: No. The goal of this phase of the project is to remove the rails and ties and back-blade the stone ballast to provide a smooth surface needed to add layers of gravel and stone dust in a future phase. Most of the trail has small pines and other invasive-type vegetation with small, shallow root systems. There are only a limited number of trees of larger size, less than six inches diameter, with larger root systems. Under this part of the project, the contractor shall remove the small fibrous roots within the area of the tie removal and within the stone ballast area (approximately 12 feet wide) that get exposed by the tie removal process so that the back-blading will not result in dragging of roots along the ballast stone surface. It is anticipated that the root system will be ripped out by the process of removal of the ties and those fibrous roots will then need to be separated from the ballast stone prior to back-blading. The limited number of larger tree root systems within the 12-foot-wide trail area are to be removed entirely and disposed of off-site, or disposed of at a location on-site as directed by the Town's designated site manager. The depth of the removal of the larger root ball will be approximately two feet in those cases.

3. Per the drawing provided as "Exhibit A Property Description" and a site visit, there appears to be section of track heading into a heavily wooded area adjacent to West Mill Rd that is called out to be removed and disposed of. This would require the trees that are growing through the track bed to be cut and removed if the intent is to remove the railroad timbers. Please confirm if this is required.

Response: The track in the area adjacent to West Mill Road has already been removed. As indicated in the IFB section 2.02, there is approximately 1545 linear feet of already-removed rails stockpiled along West Mill Road between Ice House Road and Harding Street. While there are some trees along West Mill Road, the contractor will not need to remove the trees to access the stockpiled rails. The railroad timbers on the short spur in this area do not need to be removed. The timbers in the main rail line between Ice House Road and Harding Street, which has been cleared, are required to be removed.

4. There appears to be a paved pathway/crossing of some type in between Farm St. & Harding St. Is the Contractor to pave this crossing or will this be performed by the town similar to the crossing at Farm St.

Response: There is no paved pathway/crossing between Farm St. & Harding St. As shown in Attachment A, Conceptual Design Plan Sheet 4, there is an unpaved at-grade easement across the rail corridor between 78 and 74 Colonial Road that provides the Town with access to the former pump station on the other side of the tracks. This crossing will be maintained by the Town; the contractor has no responsibility regarding this crossing.

5. Please clarify the limits of excavation and pavement removal required for the grade crossing at Farm St. prior to the Town of Medfield paving.

Response: Excavation and pavement removal should be limited to that required for the removal of rails and ties and other wooden material from the road crossing at Farm Street. The contractor must leave the roadway in a neat and clean condition that is passable by motor vehicles, which will require backfilling the area (e.g., with stone/gravel) where rails and ties are removed. The contractor must coordinate scheduling for this work with the Town (Department of Public Works) as the Town will be responsible for patching and paving.

6. Please confirm if Railroad Insurance is required as part of this contract even though this section of track is not active and the project is not within 50 LF of an active railroad.

Response: Railroad insurance is not required. See IFB section 1.09 for the insurance requirements.

7. Please confirm that Bills of Lading will be required for the proper disposal of all removed railroad timbers from the project.

Response: Yes, documentation of proper disposal of all railroad timbers is required.

8. Per the Exhibit A Property Description drawing provided, it appears the track removal is stopping short of Ice House Road. Please clarify the limits of removal south of Harding St.

Response: The removal of rails and ties south of Harding Street should end at the edge of the sidewalk on the north side of Ice House Road.

Verbal Questions from the September 22, 2021 Optional Trail Walk

9. Where does rail and tie removal start near Ice House Road?

Response: The removal of rails and ties should begin at the edge of the sidewalk on the north side of Ice House Road.

10. Is there an active gas pipeline near where the rail line intersects with Ice House Road?

Response: No. There is a former gas pipeline that ran below the tracks and parallel to Ice House Road. According to U.S.A. DOT the former Shell pipeline in question is empty and permanently abandoned. The location of the pipeline is marked on both sides of the railroad bed.

11. What is the weight of the rails to be removed?

Response: While not all rails along the trail have been examined, the weight of the rails appears to be 90-110 lbs. per yard.

12. Is the rail line between Ice House Road and the Dover line active?

Response: No; this is an inactive rail line that the Town has leased from the MBTA.

13. Will a list of the potential bidders that requested the IFB documents be provided?

Response: Yes, see attached list.

Company Name
The Blue Book Building and Construction Network
The Blue Book Building and Construction Network
Whittaker Lane Contracting, LLC
W. L. FRENCH EXCAVATING CORPORATION
Construction Journal
Dodge
Frontier Railroad Services LLC
Air Quality Experts Inc.
National Salvage & Service Corporation
McConnell Enterprises, Inc.
Brighter Horizons Environmental
JMG Trading, Inc
KEYSTONE RAIL RECOVERY
Brighter Horizons Environmental, Inc.
Ardent Group Inc.
Projectdog
C. White Marine, Inc.
Francesco Demolition, Inc.
dodge
MAS Building & Bridge, Inc.
A&S Corporation dba Cannon Wrecking
LMC Contracting
Trident Environmental Group, LLC
Capital Paper Recycling
R. Zoppo Corp.
Francesco Demolition, Inc.
Trident Environmental Group, LLC
onvia
Woodall Construction Co Inc
RFS CORP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kelly Seip	
The Driscoll Agency 141 Longwater Drive Norwell MA 02061		PHONE (A/C, No, Ext): 781 681 6656	FAX (A/C, No): 781 681 6686
		E-MAIL ADDRESS: kseip@driscollagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : EXECUTIVE RISK IND INC 35181	
		INSURER B : FEDERAL INS CO 20281	
		INSURER C : Starr Indemnity & Liab Co 38318	
		INSURER D : Starstone National Ins. Co. 25496	
		INSURER E : Evanston Ins Co 35378	
		INSURER F :	
INSURED		215226	
R. Zoppo Corp. D&R Equipment LLC 160 Old Maple St. Stoughton MA 02072			

COVERAGES		CERTIFICATE NUMBER: 81475289		REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	Y	Y	54310073	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input checked="" type="checkbox"/> Contract incl						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
	OTHER:		\$						
B	AUTOMOBILE LIABILITY	Y	Y	54310072	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							Comp/Coll ded	\$ 1,000	
							OTHER:		\$
C	UMBRELLA LIAB	Y	Y	1000585520211 79368B210ALI	1/1/2021 1/1/2021	1/1/2022 1/1/2022	EACH OCCURRENCE	\$ 11,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 11,000,000	
							OTHER:	\$	
							DED RETENTION \$		\$
							OTHER:		\$
							OTHER:		\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	54310075	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Contractors Pollution			MKLV1ENV102784	1/1/2021	1/1/2022	Contractors Pollution Incidental Profession	\$ 5,000,000 \$ 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Town of Medfield is included as Additional Insured for Automobile Liability, General Liability per form CG2010 & CG2037 for ongoing and completed operations, and Excess (Umbrella) Liability, for ongoing and completed operations, as required by a signed written contract or agreement with the Named Insured					

CERTIFICATE HOLDER		CANCELLATION	
Town of Medfield 459 Main Street Medfield MA 02052		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

PART 2: SPECIFICATIONS

2.01 General

All work will be done between the hours of 7:00am and 5:00pm Monday – Friday, holidays excluded. No work day may exceed 8 hours per day. The length of this project is approximately 1.34 miles and begins near Ice House Road and terminates near the town line with Dover. The Town will provide stakes at the beginning and the end of the project. No disturbances are permissible outside the rail right-of-way between the staked areas. Please note section 2.05 in regards to the Conservation Commission's requirements.

Contractor must provide sanitary facilities on location. All precautions must be taken to reduce noise and dust. Should excessive noise need to be generated, the Town shall be notified at least 24 hours in advance, in order to coordinate with neighboring properties. The work site shall be kept at all times in a clean and neat fashion. Also please see Section 1.23 in regards to the requirements for police details.

2.02 Scope of Work

This work includes the removal and disposal of railroad rails, ties, and other ancillary materials (including plates and spikes) at the site of the Town's proposed 1.34-mile rail trail from Ice House Road to the Dover Town Line. (See Conceptual Design Plan, Bay Colony Rail Trail, Medfield Section, Attachment A.) To be executed as follows:

- The right-of-way for the project has been cleared by the Medfield DPW. Any remaining vegetation that obstructs the tracks and/or their removal shall be removed and properly disposed of off-site. The vegetation and roots shall be removed from the rail bed to a depth of 2 feet.
- Erosion controls are in place and setup for the track removal and development of the site.
 - The Town has placed erosion controls (straw wattles) per the Conservation Commission's requirements.
 - The Contractor shall not disturb or damage the erosion controls that are in place, and any damage that is made shall be repaired immediately at the Contractor's expense.
- The rail and other steel materials must be removed by the contractor utilizing equipment as approved by the Town.
- Removal of rails and ties along the 1.34-mile main corridor includes the rails and ancillary parts from the road crossing on Farm Street. The Contractor must coordinate schedules with the Town as the Town will be responsible for patching and paving. The Contractor must leave the roadway in a neat and clean condition that is possible by motor vehicles. If required by the Town, the Contractor is responsible for scheduling all police details as indicated in Section 1.23.
- In addition, the Contractor shall remove the stockpiles of already-removed rails between Ice House Road and Harding Street. There are an estimated 1,545 total linear feet (4 sections - 100 ft., 15 sections - 25 ft., and 22 sections - 35 ft.).
- Railroad ties shall be properly removed utilizing equipment as approved by the Town and removed from the site for proper disposal.
 - If testing of these materials is required it shall be done by the Contractor at the Contractor's expense. If materials are deemed to be hazardous, they must be disposed of in an appropriate fashion and the proof of disposal must be provided to the Town.
 - The Town will require bills of lading for all materials that are disposed.
 - The Contractor may resell, reuse, or recycle these railroad ties at a facility willing to accept these materials. All testing and transportation costs shall be borne by the Contractor.
- All ancillary materials and additional debris must be removed from the site, including but not limited to plates, spikes, bolts, broken or decomposed ties, etc.

- The corridor must be rough graded (level and even) and left in a neat and clean condition.

2.03 Performance Bond Value

The performance bond value will be based on the cost of the project to the Town not including the salvage value of the steel on the bid form.

2.04 Schedule

On the bid form, the Contractor shall disclose the number of calendar days, including assumptions about normal weather and other likely interruptions, required to complete the project. Upon award the contractor shall provide the Town with a detailed project schedule with milestones.

2.05 Conservation Commission Requirements

This project is subject to the Conservation Commission's Negative Determination of Applicability as attached (Attachment B). Contractors shall comply with the requirements of this determination.

2.06 MBTA Lease Requirements

This project is also subject to the Town's lease with the MBTA as attached (Attachment C). All requirements of this lease must be met.

The contractor must name the MBTA as additionally insured and meet the minimum insurance requirements as indicated in section 6.1 and 6.3 of the Town's lease with the MBTA. The contractor must also name the MBTA on all performance and payments bonds as required by this contract.

The contractor shall assist the Town in preparing any documentation required by the lease with the MBTA including the Construction and Access Plan as indicated in section 15 of the Town's lease with the MBTA.

MEMORANDUM

TO: Town of Medfield, Board of Selectmen
FROM: Town of Medfield Community Choice Aggregation (“CCA”) Committee
Robert Winograd, Chair
Megan Sullivan
Nicholas Milano
RE: Community Choice Aggregation Committee recommendation for a Municipality Aggregation Broker
DATE: 14-October-2021

This memorandum summarizes the process undertaken by the Committee to review and evaluate the responses to the RFP for a Municipal Aggregation Broker, provides a recommendation for award, and provides a summary basis for the recommendation. As described in more detail below, the Committee recommends that the Town select **Good Energy, L.P.** as the vendor; Good Energy provided the proposal deemed most advantageous to the Town.

As a second choice in the event the contract cannot be negotiated with Good Energy, the committee recommends **MassPowerChoice, LLC** as the backup vendor.

RFP Review and Evaluation Process

The RFP was issued by the Town on Friday, July 16, 2021 and posted to the Town website. Committee members encouraged responses by contacting firms known to be actively engaged in the business of providing aggregation services to municipalities.

The Town received timely responses on Friday, August 6, 2021, from the following three firms:

- Colonial Power Group (Colonial) of Marlborough, Massachusetts.
- Good Energy, L.P. (Good Energy) of New York, New York.
- MassPower Choice, LLC, (MassPowerChoice) of Boston, Massachusetts, a wholly owned subsidiary of Peregrine Energy Group (Peregrine)

While Massachusetts General Laws exempt energy broker services from the state procurement law, Chapter 30B, the Town developed the RFP with comparative evaluation criteria in order to select the firm most qualified to perform these services for the Town. Upon award by the Board of Selectmen, the Town will enter negotiations with the awarded firm.

After proposals were received, the Committee met several times to review the written proposals and prepare for interviews with each of the three firms on August 31, 2021. Each firm was interviewed for approximately one hour. On September 9, 2021, the Committee met to discuss the interviews, to raise follow-up questions and to seek reference checks. At this time, the Committee preliminarily ranked Good Energy and MassPowerChoice as the two preferred firms due to a better perception of their approach to resident / consumer education and outreach.

The Committee submitted one follow-up question to MassPowerChoice and one to Good Energy and solicited three reference checks for each firm; two completed references for each firm were returned. On September 22, 2021, the Committee met to discuss and rank the proposals. The Committee agreed that either of the two vendors would be a good choice for Medfield. Two members voted to rank Good Energy first and one voted to rank MassPowerChoice first.

Therefore, the recommendation of the committee is for Good Energy to be our consultant and broker in our Town's development of a Community Choice Aggregation program.

Please find enclosed the following materials:

- Request for Proposals, released July 16, 2021
- Colonial Power Group's Proposal
- MassPowerChoice's Proposal
- Good Energy's Proposal
- Follow-up Questions and Responses from MassPowerChoice and Good Energy
- Reference Checks for MassPowerChoice and Good Energy
- Committee Member Rankings

Summary Basis for the Recommendation

The recommendation is based on comparative evaluation criteria set forth in the RFP, the vendor interviews and references on the basis that all proposals from responding vendors had complied with the RFP minimum requirements.

Colonial, Good Energy and MassPowerChoice all

- have extensive experience with municipal aggregations in Massachusetts.
- provided detailed scopes of services in their technical proposals
- have personable project team members with years of experience in the industry
- would develop comprehensive community outreach programs
- gave presentations that were professional and demonstrated knowledge of the industry

After the Committee reviewed the proposals and conducted the interviews, the Committee ranked Good Energy and MassPowerChoice more highly than Colonial. The Committee felt that a commitment to executing a first-class community outreach program was well-articulated and appropriately emphasized by both Good Energy and MassPowerChoice. Both Good Energy and MassPowerChoice presented well-designed and informative education plans and materials in their respective proposals and interviews. One committee member ranked MassPowerChoice's outreach and education more highly than Good Energy.

With two well-regarded firms who emphasized community outreach and customer service in a way that reflected the Committee's concern for the execution of this part of the CCA process, references from three communities were sought for each broker; two for each were returned. Both references for Good Energy rated their experience "Outstanding" and included positive commentary. One of the MassPowerChoice reference rated the experience as "Outstanding" while the other rated it as "Good."

All three Committee members are confident we have two excellent vendors to choose from and know that either would be a good choice for Medfield.

The differentiating factors for the two members of the committee who chose Good Energy are:

➤ Excellent References

Representatively, a Town local to Medfield has just launched its Community Choice Aggregation program and the Town Administrator said "I highly recommend Good Energy as your community's energy aggregation consultant."

- Access to MA Class I RECs from Green Energy Consumers Alliance (“GECA”) for any additional voluntary RECs that Medfield may, or may not, choose to seek. Good Energy has an exclusive partnership with GECA, a local non-profit that helps develop renewable power sources within New England and then sells its power in competition with other REC providers. Good Energy seeks provider responses from all sources for communities they support in Massachusetts, GECA being just one. Whether Medfield would ultimately choose any additional voluntary RECs, and, if so, would choose MA Class I RECs from GECA is unknown. However, leaving the town the option to do so is one differentiating feature between brokers.

MA Class I RECs from Green Energy Consumers Alliance are:

- Sourced locally and come from only zero-emissions-sources within New England
- Tax deductible for customers who itemize their tax deductions (a typical household with 100% renewable energy might expect a \$285 tax deduction).
- A means to allow towns to participate in local renewable energy projects
- Priced competitively, often being the lowest price (note: past experience is not a predictor of future prices).

Milano ranked MassPowerChoice and Good Energy equally on their demonstrated experience preparing and implementing municipal aggregation plans and on their technical proposals. Milano ranked MassPowerChoice more highly on their customer outreach and education plan. Milano did not consider the relationship between Good Energy and Green Energy Consumer Alliance to be an advantage because the Town’s broker would be able to structure an energy bid within the parameters the Town so chose and therefore achieve the same goals.

Conclusion:

Good Energy is a competent, well-regarded and highly recommended vendor for Municipal Aggregation Broker. The Committee is confident that Good Energy can guide Medfield through the entire aggregation process. Good Energy has a thoughtful plan to draw out and incorporate our community’s priorities that will, in addition to the technical aspects, form our CCA program and be submitted to the Department of Public Utilities for approval. We are equally confident that the town will be well-served by the robust community outreach and education program Good Energy will bring to Medfield. In addition, with Good Energy, the town will be in a position to choose from the largest range/variety of REC providers that meet the town’s specifications when that decision is made.

Based on these factors and qualities, the Committee concludes that engaging Good Energy, L.P. as Municipal Aggregation Broker would be most advantageous for the Town. The Committee requests Board of Selectmen approval of its recommendation and approval to proceed to contract negotiations.

CCA Consultant Rating - Robert Winograd				
	Rating Topic	Colonial Power Group (CPG)	Good Energy	MassPowerChoice
1	Demonstrated experience preparing and implementing municipal aggregation plans.	A	A	A
2	The overall quality of the applicant's customer service experience and materials	A	HA	HA
3	The overall quality of the technical proposal	A	HA (Green Energy Consumers Alliance)	A
4	Reference Checks	Not applicable	HA	HA
Rating		3rd choice	1st choice	2nd choice

HA-Highly Advantageous

A-Advantageous

R-Responsive

CCA Consultant Rating - Nicholas Milano

	Rating Topic	Colonial Power Group (CPG)	Good Energy	MassPowerChoice
1	Demonstrated experience preparing and implementing municipal aggregation plans.	A	A	A
2	The overall quality of the applicant's customer service experience and materials	R	A	HA
3	The overall quality of the technical proposal	A	A	A
4	Reference Checks	Not applicable	HA	HA
Rating		3rd choice	2nd choice	1st choice

HA-Highly Advantageous

A-Advantageous

R-Responsive

CCA Consultant Rating - Megan Sullivan

	Rating Topic	Colonial Power Group (CPG)	Good Energy	MassPowerChoice
1	Demonstrated experience preparing and implementing municipal aggregation plans.	A	A	A
2	The overall quality of the applicant's customer service experience and materials	A	A	A
3	The overall quality of the technical proposal	A	HA	A
4	Reference Checks	Not applicable	HA	HA
Rating		3rd choice	1st choice	2nd choice

HA-Highly Advantageous

A-Advantageous

R-Responsive

Community Choice Aggregation Energy Broker

Responses to the Town's Request for Proposals:

[Colonial Power Group](#)

[Good Energy](#)

[MassPowerChoice](#)

Medfield CCA Request for Proposals

Follow Up Question - 9/10/2021

Question:

Can you provide evidence that access to Green Energy Consumers Alliance is an advantage? Can you show some pricing situations where GECA was the best alternative v. the open market and times when it was not?

Good Energy Response:

Access to Green Energy Consumers Alliance provides both qualitative and financial advantages for Community Electricity Aggregation programs.

Qualitative advantages include that Green Energy Consumers Alliance offers MA Class I RECs that are cleaner and closer than open market MA Class I RECs, and that they have had a role in supporting the growth of renewables through long term contracting:

- **Cleaner:** Green Energy Consumers Alliance provides MA Class I RECs only from zero-emission sources, such as solar, wind, low impact hydro or sources that destroy methane, such as anaerobic digestion. Methane has a global warming potential (GWP) 28-36 times greater than CO₂ over a 100 year period. Combustion destroys methane and releases some CO₂, resulting in a net reduction in GWP. While other forms of biomass are eligible for MA Class I, such as wood combustion, Green Energy Consumers Alliance does not purchase them due to their positive emissions of CO₂ during their life cycles.
- **Closer:** While MA Class I RECs can come from New England or adjacent parts of Canada and New York, Green Energy Consumers Alliance exclusively sources its extra renewable energy from within New England. For our existing green aggregations, roughly half the extra MA Class I RECs have come from Massachusetts or Rhode Island.
- **Long Term Contracting:** Purchasing additional MA Class I RECs through Green Energy Consumers Alliance allows short-term buyers (e.g., one to three-year aggregation contracts) to participate in long-term support for local renewable energy projects. A portion of all MA Class I RECs provided by Green Energy Consumers Alliance to our green aggregations since 2016 have come from long-term REC contracts signed with project developers. In RI, these include Coventry Wind Farm and now Johnston and Providence landfill solar. In MA, they include Hull 1 wind turbine, in Hull, Future Generation Wind Farm in Plymouth, and Scituate Wind in Scituate. Green Energy Consumers Alliance helped bring these projects to life, taking financial risk by contracting prior to project construction and then doing the hard work of finding individual buyers for RECs to voluntarily retire. As

one of those buyers, the aggregation becomes part of the chain of impact for that specific project.

Financial advantages include that the purchases of Green Energy Consumers Alliance RECs are tax deductible and that the cost of the RECs are highly competitive and often lower cost than open market RECs.

- **Tax deductible:** As a non-profit, payments to Green Energy Consumers Alliance for additional MA Class I RECs are eligible for tax deductions. For those customers that itemize their tax deductions, this can make it more affordable to use cleaner energy, particularly 100% MA Class I RECs. For example, a typical household using 7,500 kWh a year, enrolled in a 100% option using current MA Class I REC prices, might expect to secure a tax deduction of \$285 from their annual participation in the program. Green Energy Consumers Alliance will mail all participants in the 100% option a receipt for tax purposes each year. If those participants in the default product wish to also calculate a tax deduction, Green Energy Consumers Alliance has a calculator which will generate a PDF receipt.
- **Competitive and often lower cost:** Table 1 shows a sampling of bid results from Good Energy aggregation programs over the past few years. It provides the Green Energy Consumers Alliance REC price and the lowest open market REC price from competitive suppliers. In each of the last three years Good Energy has had bids in which Green Energy Consumers Alliance was the lowest-priced REC provider, ranging from being tied for the lowest price to being more than 11% lower.

Table 1. MA Class I REC Pricing

Municipality	Contract Start	Contract End	GECA REC Price	Lowest Supplier REC Price (\$/MWh)	Was GECA Lowest REC Price? (\$/MWh)
Gloucester	Dec-21	Dec-24	\$ 36.50	\$ 36.00	No*
Melrose	Nov-21	Nov-24	\$ 36.50	\$ 36.00	No
Milton	Sep-21	Dec-24	\$ 36.50	\$ 35.00	No
Waltham	May-21	Dec-23	\$ 35.80	\$ 40.00	Yes
Hamilton	Dec-20	Dec-23	\$ 33.50	\$ 35.83	Yes
Stoneham	Nov-20	Dec-23	\$ 33.50	\$ 37.76	Yes
Medford	Dec-19	Dec-21	\$ 33.50	\$ 35.01	Yes
Rockland	Jul-19	Dec-21	\$ 22.00	\$ 22.00	Yes (tied for lowest)

*GECA offered a REC price lower than the REC price of the winning electricity supplier, making GECA the best option when evaluating the lowest all-in cost (electricity, RPS renewables and voluntary renewables).

It is important to note that in all of the cases listed in Table 1 the municipalities chose to use Green Energy Consumer Alliance RECs. Even in the cases where Green Energy Consumers Alliance was not the lowest priced, municipalities found that the other benefits they provided were a significant enough advantage to merit their selection.

As a reminder, Good Energy has no financial or contractual commitment to Green Energy Consumers Alliance. Our bid evaluation process empowers our municipalities to evaluate their REC options to find the option that best meets their needs.



Nicholas Milano <nmilano@medfield.net>

Medfield - follow up question

Nicholas Milano <nmilano@medfield.net>
To: Paul Gromer <pgromer@peregrinegroup.com>

Thu, Sep 9, 2021 at 12:32 PM

Good afternoon Paul -

Thank you for your time last week. We met and discussed the interviews and proposals today and had a follow up question seeking more information about additionality if you could respond at your convenience.

We interviewed Good Energy which has a relationship with Green Energy Consumers Alliance. Our understanding from your proposal (page 6) is that you do not have a similar relationship with a REC provider. Could you expand on that strategy relating to price, RECs, and additionality?

Please let me know if you have any questions or need any clarification on this question.

Thank you,

Nick

--
Nicholas J. Milano
Assistant Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052
o: 508-906-3009
c: 781-856-5287



Nicholas Milano <nmilano@medfield.net>

Medfield - follow up question

Paul Gromer <pgromer@peregrinegroup.com>
To: Nicholas Milano <nmilano@medfield.net>

Tue, Sep 14, 2021 at 12:51 PM

Hello Nick,

Here is a response to your question about our REC strategy.

You are correct that MassPowerChoice does not work with a single REC re-seller. Instead, we use a competitive bidding process through which competitive electricity suppliers submit bids to supply RECs in conjunction with their bids to supply electricity. We find that this process results in better prices, a wider selection, and the same additionality benefit as the REC re-seller approach.

The competitive electricity suppliers are the largest and most sophisticated REC traders in New England. For their RPS compliance obligations alone, the competitive suppliers purchase more than **50 times** as many Class I RECs each year as does Green Energy Consumers Alliance.

Because of their high volume, the suppliers can offer the best prices. And, our competitive bidding process ensures that they do.

Also because of that high volume, the competitive suppliers can offer whatever types of RECs the town wants. The town is not limited to what a very small re-seller has to offer. Instead, the town can specify its REC requirements as part of the RFP. Some towns, for example, want only wind RECs. Whatever the town specifies, the suppliers will submit bids to provide. And, the winning supplier will document each year which particular facilities generated the RECs.

Importantly, there is no difference in environmental / additionality benefit between a REC purchased from an electricity supplier and a REC purchased from a non-profit REC re-seller. Those benefits are determined by the characteristics of the REC itself: its generator, fuel source, vintage, etc. A REC from a particular wind farm is a REC from that wind farm, regardless of who purchases and re-sells it.

Both the aggregations that we work with and those that work with Good Energy / Green Energy Consumers create "market" additionality. By purchasing RECs over and above the RPS requirement, the aggregations are creating a market demand that will lead to the development of additional renewable energy projects over time. That market impact is the same regardless of whether an electricity supplier or a non-profit REC reseller provides the RECs to the aggregations.

Thank you again for the opportunity to meet with you to discuss our proposal. Please let me know if you'd like additional information.

Best,
Paul

[Quoted text hidden]

Town of Medfield
Request for Proposals
Community Choice Aggregation – Energy Broker Services

General Information

- A. The Town of Medfield is seeking proposals for Community Choice Aggregation – Energy Broker Services to assist the Town in understanding and implementing the requirements of M.G.L. ch. 164, sec. 134(a) relative to aggregation of the electricity bills of the Town’s electricity ratepayers
- B. Consistent with Massachusetts General Laws, energy broker services are exempt from procurement law. The Town has determined that in order to select the most advantageous proposal for a Community Choice Aggregation Energy Broker, comparative judgments of technical factors will be necessary. The Town will award the contract to the proposer deemed to be the most qualified.
- C. All proposals must be submitted no later than **11 am on Friday, August 6, 2021**. Proposals will be received in the Board of Selectmen’s office: Medfield Town House, 2nd Floor, 459 Main Street, Medfield, MA 02052. Proposals received after the submittal deadline will not be considered.
- D. All questions must be submitted in writing to Nicholas Milano at nmilano@medfield.net no later than 11 am on Wednesday, July 28, 2021. The Town will post responses to questions no later than 1 pm on Friday, July 30, 2021.
- E. Proposals must be submitted in a sealed envelope, marked “Community Choice Aggregation – Energy Broker Services”

An electronic copy of the Technical Proposal shall be submitted on a USB memory stick or equivalent. The USB memory stick shall be sealed in the same envelope along with the original and hard copy. The Town will not accept any proposals submitted by email, fax or other electronic means.

Any addenda must be acknowledged on the Technical Proposal form. The proposal must also contain signed Attachments B and C. Any questions or requested edits to the Town’s standard contract shall be submitted with the proposal. The Town reserves the right to reject any and all changes to its standard contract.

- F. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the Town has completed the evaluation of the submittals. A listing of proposers will be available online at: <https://www.town.medfield.net/1991/Community-Choice-Aggregation-Committee>.

- G. All costs associated with proposal preparation and submission are to be borne by the proposer. Under no circumstances will the Town bear any costs associated with preparation and submission of any proposal in response to this RFP.
- H. The Community Choice Aggregation Committee shall evaluate and rank responses based on the enclosed Comparative Evaluation Criteria. The Committee anticipates requiring interviews as part of the evaluation process, tentatively on Thursday, August 19.
- I. After proposals are evaluated, the Town will enter fee negotiations with the first-ranked Consultant. If unable to negotiate a contract with the first-ranked Consultant, the Town will then enter negotiations with the second-ranked Consultant and so on until a contract is successfully negotiated. The Community Choice Aggregation Committee shall make a recommendation of award to the Board of Selectmen. The Board of Selectmen are the contracting authority for this contract.

Scope of Services

The Community Choice Aggregation Energy Broker (the “Consultant”) will assist the Town in understanding and implementing the requirements of M.G.L. c. 164, sec. 134(a) relative to aggregation of the electricity bills of the Town’s electricity ratepayers.

The Consultant will assist the Town in preparing a municipal aggregation plan (the “Plan”) and in securing approval of the Plan by the Massachusetts Department of Public Utilities (DPU).

The Consultant will assist the Town in taking all necessary steps to involve ratepayers in development of the Plan, in educating ratepayers about the provisions of the Plan, and in allowing ratepayers to opt out of the Plan and to exercise their options pursuant to the Plan.

The Consultant will assure that any renewable energy purchased pursuant to the Plan consists of Class I renewable energy certificates under M.G.L. Ch. 25A, sec. 11F.

The Consultant will provide broker services for electricity procurement, advise the Town as to when to contract for electricity pursuant to the Plan, and will keep the Town advised on a regular basis, as required by the Town, as to performance pursuant to such contract.

The consultant will perform, at its expense, the customer enrollment, opt-out, transition process and manage and monitor the aggregation program, including ongoing customer support services for Medfield residents, businesses, and municipal officials. The consultant will provide public education regarding the Plan and the Aggregation Program, and prepare required filings and reports.

Technical Proposals

In order for a proposal to be deemed responsive, the Consultant should provide the following with its technical proposal:

1. A complete list of municipal client references in Massachusetts with which it has had contracts within the last five years to act as consultant for the implementation of a municipal aggregation plan or provide comparable consulting services to a municipal aggregation program. The Town reserves the right to conduct reference checks of all client references as well any clients not included on the submitted list.
2. A workplan describing how the consultant will deliver the services to be provided under this proposal, including a description of how the consultant will guide the Town in the development of an aggregation plan, the strategies used to educate consumers, to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries, and shifts in regulatory framework.
3. The location of the office from which the proposed services would be managed and resumes of key personnel, who would direct, oversee and provide service to the Town pursuant to the Plan.
4. Provide an example of a prior implementation plan which successfully (a) solicited renewable content for the aggregation supply, exceeding the state's requirement for Class 1 RECs; and (b) sustained contract pricing over the projected term of the aggregation arrangement. Include a discussion of the proposer's preferred approach to solicitation of aggregation supply to maximize renewable content on an economic basis.
5. Copies of the communication material (including a link to websites) used in three municipalities to educate ratepayers about municipal aggregation and of their rights and options under their city's/town's aggregation plan; and describe communication methods such as public meetings, social media, mailings, paid advertising, earned media, and other forms of outreach. Address the proposed availability and use of customer service representatives and an automated answering system during and outside of normal business hours.
6. Copies of sample reports to be sent to the Town on a regular basis to monitor and report on performance pursuant to the Plan.
7. Metrics it would use to evaluate the aggregation, e.g., money saved, if any, for ratepayers relative to basic service, percent of ratepayers who opted out of the aggregation, percent of ratepayers at different option levels.
8. A statement that the entity submitting the proposal is not owned or controlled by or affiliated with a competitive supplier of electricity that is doing business in Massachusetts.
9. Cover/transmittal sheet acknowledging any/all addenda.

Minimum Criteria

The proposal must meet each of the following minimum criteria in order to be considered for further evaluation:

1. The proposal must be deemed complete and responsive to all of the requirements of this RFP.
2. Proposers must be in the business of preparing and implementing municipal aggregation plans or procuring electricity supplies from competitive suppliers, with all necessary and appropriate registrations and licenses, and have at least three years' experience in such business with at least two municipalities or public entities. Proposers may substitute experience in comparable projects that involve providing services to municipalities, performing a public education program or arranging competitive supplies of electricity. The Town reserves the right to review such experience and to determine whether such experience satisfies the minimum requirements of the RFP.
3. Proposers must have an office in the Northeastern United States from which it would propose to manage the services.
4. The entity submitting the proposal must not be owned or controlled by or affiliated with a competitive supplier of electricity that is doing business in Massachusetts.

Comparative Evaluation Criteria

Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria and shall be based on the technical proposal and the interviews. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); or Responsive (R) will be given to each of the following criteria for each respondent. A composite rating will then be determined.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response; provided, however, that on request the proposer shall provide such evidence as the Town may request to support that fact.

1. Demonstrated experience preparing and implementing municipal aggregation plans.

HA— Demonstrates extensive and highly advantageous level of experience of the proposer and proposed personnel with successful procurement of competitive electricity supplies and with implementation of municipal aggregation plans in Massachusetts, New England or nationally, and can demonstrate extensive familiarity with M.G.L. ch 164, sec. 134(a) for load aggregation plans for Massachusetts municipalities.

A— Demonstrates substantial experience with successful procurement of competitive electricity supplies and with implementation of municipal aggregation plans in Massachusetts, New England or nationally, and can demonstrate familiarity with M.G.L. ch 164, sec. 134(a) for load aggregation plans for Massachusetts municipalities.

R — Demonstrates some experience with successful procurement of competitive electricity supplies or with implementation of municipal aggregation plans in Massachusetts, New England or nationally, and can demonstrate some familiarity with M.G.L. ch 164, sec. 134(a) for load aggregation plans for Massachusetts municipalities

2. The overall quality of the applicant's customer service experience and materials

- a. Attractiveness, clarity, and comprehensiveness of the approach to resident consumer education and communication, including outreach during plan development
- b. Attractiveness and clarity of the approach to monitoring, reporting, and ongoing customer support and education

HA – Provides communication plans, customer service plans and approach for monitoring and reporting results to the Town with advantageous features, including a more effective and comprehensive communication plan, a better level of access to live customer support, and clearer and more comprehensive approach to program monitoring and reporting. The proposer's communications and educational materials are attractive, clear, and comprehensive.

A – Provides adequate communication plans, customer service plans and approach for monitoring and reporting results to the Town. The proposer demonstrates the ability to adequately manage customer relations and provide adequate customer support and education. The proposer's communications and educational materials are satisfactory in terms of attractiveness, clarity and comprehensiveness.

R – Provides a communication plan and a customer service plan, but does not demonstrate ability to exceed minimum standards for attractiveness, clarity, and comprehensiveness.

3. The overall quality of the technical proposal in terms of

- a. Attractiveness and clarity of the approach to preparing and securing approval of the Plan.
- b. Basis for securing an aggregation contract with an optimal balance of maximum renewable energy content and minimal cost to provide value to the broadest spectrum of residents.

HA -- Satisfies minimum criteria for a complete plan of service responsive to the requirements of this RFP that provides advantageous features. Describes success of prior implementation plans and basis for securing an aggregation contract with an optimal balance of maximum renewable content and minimum cost with renewable content provided to the maximum extent possible from solar and wind projects in Massachusetts and New England and from renewable sources eligible for Massachusetts Class I RECs and located in New England (which will be preferred as compared to projects located in New York or elsewhere outside New England and selling RECs into the ISO-NE market).

A --- Satisfies minimum criteria for a complete plan of service responsive to the requirements of this RFP. Describes success of prior implementation plans and basis for securing an aggregation contract with an optimal balance of maximum renewable content and minimum cost.

R — Satisfies minimum criteria for a complete plan of service responsive to the requirements of this RFP, but does not suitably describe track record of success with prior implementation plans and aggregation contracts.

4. Reference Checks.

The Town anticipates conducting a minimum of three reference checks for each applicant. Reference checks will be evaluated as follows:

HA—All reference checks were satisfied with the Proposer's performance on their municipal aggregation plans or comparable services.

A—1 checked reference was **not** satisfied with the Proposer's performance on its municipal aggregation plan or comparable services.

R—2 or 3 checked references were **not** satisfied with the Proposer's performance on their municipal aggregation plans or comparable services.

Technical Proposal Cover Sheet

Community Choice Aggregation - Energy Broker Services

The undersigned proposes to supply the services specified below in full accordance with the Contract Documents.

This proposal includes addenda numbers(s): _____, _____, _____, _____,

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: _____
(print name)

Signed: _____

Contact Person (Name and Title): _____

Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

Attachment A

Article 21 approved at the 2021 Medfield Annual Town Meeting

Article 21. To see if the Town will vote to authorize the Board of Selectmen to initiate the process of seeking to aggregate electrical load through a Community Choice Aggregation Program (CCA) and contract for Medfield residents as authorized by M.G.L. 164, Section 134, and through CCA, decrease greenhouse emissions for the Town's residents by pursuing a percentage of Class I designated renewable energy that is greater than that required by the Massachusetts Renewable Portfolio Standard (RPS); or do or act anything in relation thereto.

(Medfield Energy Committee)

PASSED UNAMIOUS: MOTION CARRIES 5/17/2021

Town of Medfield Financial Policies
Adopted: 7/31/2018
Revised:

I. Purpose

To provide guidance to Town Departments, Boards, and Town Meeting in establishing annual budgets and long-term financial planning. The goals of the policies are as follows:

- To adopt an approach to financial planning, spending, and taxation that is consistent with the Town's long-term goals and plans.
- To protect against variations in Town revenues outside the control of the Town government and its residents to ensure adequate funding of necessary Town services in times of economic distress.
- To provide stability and minimize variations in the tax, water and sewer rates, and to spread the cost of providing needed services fairly across residents and businesses over time.
- To maintain adequate reserves that can be used in times of emergency to avoid cuts to necessary services and increased tax burdens in times of economic stress for citizens and the Town Government.
- Recognizing the need to invest and preserve the significant investment the Town has made in its capital facilities and will make over the coming years, the Town must adequately fund capital budgets necessary to maintain capital assets that support the provision of municipal services to the Town's residents and businesses.
- To maintain a high bond rating and an affordable level of debt over time.
- In pursuit of the above objectives, to take a long-term approach to budgeting that promotes stability in the tax burden over time, and that minimizes the risk that short-term considerations will disrupt the Town's long-term planning and funding strategies.

II. Capital Expenditures

A. Capital Budget & Capital Building Plan

1. Capital Budget

Consistent with the Town Charter, the Town shall maintain a 5-year Capital Budget updated annually by the Capital Budget Committee after the Annual Town Meeting. The Capital Budget Committee shall submit a proposed Capital Budget to the Board of Selectmen no later than October 15 each year. Upon approval by the Board of Selectmen, the capital budget will be effective until a new capital budget is adopted. The 5-year Capital Budget will be reviewed annually by the Warrant Committee as part of its budget review process for each Town Meeting.

The Capital Budget Committee is responsible for analyzing proposed capital investments and making a recommendation to the Board of Selectmen about which capital assets should be added, repaired, replaced, or updated and when that should be done. Departments should not acquire capital assets outside of the capital budgeting process defined herein, including the introduction of new information systems, unless they are prepared to support the life cycle costs of that capital asset within their own Department budgets. In submitting the proposed 5-year

Capital Budget to the Board of Selectmen, the Capital Budget Committee shall provide a rationale and its priority relative to other requests for each proposed expenditure included within the 5-year Capital Budget.

The 5-year Capital Budget shall include all (1) building repairs, system upgrades, alterations, or improvements with a useful life of more than 5 years, (2) road improvements planned to be funded through Chapter 90 funds; (3) vehicle replacements and old vehicle dispositions; (4) information technology infrastructure; (5) Water & Sewer projects and infrastructure, excluding planned maintenance of existing equipment; and (6) other items with a useful life of more than 5 years or costing more than \$25,000.

The 5-year Capital Budget shall include the projected cost of any items approved for inclusion therein and projected funding source (i.e., tax levy, borrowing, Capital Stabilization Funds, Chapter 90 funds, departmental revolving funds, grant funds). No items shall be included on the 5-year Capital Budget without a projected funding source. All capital items to be purchased shall be included on the 5-year Capital Budget, regardless of funding source.

Items should only be submitted for the 5-year Capital Budget if they are necessary to the provision of services approved by the Annual Town Meeting, and, generally, are considered replacements, repairs, or non-major (i.e., not requiring Permanent Planning and Building Committee review) upgrades of existing capital assets.

Any department that wishes to acquire new capital assets that qualify as items that could be included in the 5-Year Capital Budget, and, that want those new assets to be maintained as part of the capital budget must submit a request before acquiring those assets to formally include them in the list of capital assets supported by the 5-year Capital Budget. Requests for new capital assets should be accompanied by (1) an explanation of the expected carrying costs, replacement costs, and a timetable for replacement; (2) an explanation of which departments or personnel will be involved in maintaining those assets; (3) an explanation of the resources, currently in place within the department, to cover the routine maintenance of those assets; and (4) confirmation of the information provided by the maintaining department, along with acknowledgement of the responsibilities the maintaining department is accepting to care for the capital asset after it is acquired. For example, no department should ask to acquire an additional vehicle as part of its capital budget request without review and approval by the DPW Director. By way of further example, no department should acquire additional information technology programs, hardware, or other assets without review and approval of the Director of Information Technology.

For items to be funded by the general tax levy, the Capital Budget Committee shall recommend a consistent level of levy usage based on the Town's capital needs over the course of the 5-year capital plan in an effort to permit predictable operational budgets.

Items not included within the 5-year Capital Budget shall only be funded via the capital budget in the case of an emergency that could not have been anticipated at the time the most recent 5-year Capital Budget was adopted. Items required to maintain capital assets that have not been accepted for support from the capital budget shall not be funded via the capital budget. In

the case of an emergency that could not have been anticipated, if funds are available within the Capital Stabilization Fund, those funds may be used to cover the emergency with the funds to be repaid through the department's operating budget in future years.

2. Capital Building Maintenance Plan

The Town shall maintain a 20-year Capital Building Maintenance Plan ("20-Year Capital Plan") for building-related investments and repairs. The 20-year Capital Plan will assess whether it is preferable to address the issues identified therein by repair or replacement of the building. The plan will include estimates of the total cost of the proposed capital repairs, an estimate of when those costs will be incurred, and prioritize the proposed capital repairs. The 20-year Capital Plan shall be updated every 5 years by the Director of Facilities with the assistance and approval of the Permanent Planning and Building Committee, or at the completion of a building project under the supervision of the Permanent Planning and Building Committee. The Facilities Master Plan maintained by the Permanent Planning and Building Committee pursuant to Chapter 10-20I of the Code of the Town of Medfield shall be incorporated into the 20-year Capital Plan.

Once approved by the Permanent Planning and Building Committee, the 20-year Capital Plan will be submitted to the Board of Selectmen and the School Committee for their approval. This submission will include an analysis by the Permanent Planning and Building Committee of the impact the committee's recommendation will have on the town's long-term debt profile and the resulting projected debt services costs that will entail. While the Director of Facilities and the Permanent Planning and Building Committee will recommend which items should be included in the 20-Year Capital Plan, the Board of Selectmen and the School Committee have final responsibility for defining which items are designated for inclusion in the 20-year Capital Plan and their priority.

It is the intention of this Policy that capital expenditures included in the 20-Year Capital Plan will be paid out of the Municipal Buildings Capital Stabilization Fund designated in Section II(B) below according to the terms of the town's Municipal Buildings Capital Stabilization Fund. No item shall be recommended for funding from the Municipal Buildings Capital Stabilization Fund unless approved for inclusion as part of the 20-year Capital Plan.

B. Municipal Buildings Capital Stabilization Fund

The Municipal Buildings Capital Stabilization Fund (the "Municipal Buildings Stabilization Fund") is authorized to fund capital expenditures related to new construction, capital repairs, and improvements to municipal buildings and their structural and systemic components, as defined in the 2017 Municipal Facilities Evaluation and Capital Plan developed by the Director of Facilities, and thereafter in the 20-year Capital Plan described in Section II(A)(2). It is not the intention of this fund that the full amount be spent in any one year, but that funds accumulate for use according to the 20-year Capital Plan and as specifically appropriated as part of the 5-Year Capital Budget.

At the 2018 Annual Town Meeting, Town Meeting approved the creation of the Municipal Buildings Stabilization Fund, which was subsequently funded by voters with a \$1 million stabilization fund override. Each year thereafter, the Board of Selectmen are responsible for voting to appropriate funds into the Municipal Buildings Stabilization Fund. The stabilization fund override vote grants the Board of Selectmen the authority to increase the appropriation by a maximum of 2.5 percent per year. While it can be expected that the Board of Selectmen will appropriate the full 2.5 percent increase each year, there may be circumstances where the Board of Selectmen will decide to appropriate less than the full authorized amount for the fund. This situation could apply when:

- A lower annual amount is sufficient to fund the then-current 20-year Capital Plan; or
- An alternative source of funding (debt exclusion, federal or state grant, sale of town land) has been identified to fund all or a portion of the 20-year Capital Plan.

In exercising its discretion over the amount of funds to be appropriated to the Municipal Buildings Stabilization Fund each year, the Board of Selectmen will need to keep in mind that, under the provisions of a Stabilization Fund override, any reduction in funding from the limit authorized by the voters in an override vote results in a permanent reduction in the limit of funding that is authorized going forward from the year the lower amount is appropriated by the Board of Selectmen.

Before voting to approve an amount lower than the full amount of the designated levy limit approved by the voters, the Board of Selectmen will provide notice to, or consult with, the School Committee, Permanent Planning & Building Committee, Capital Budget Committee, and Warrant Committee of its intent to do so and provide those committees the opportunity to be heard before holding a final vote on appropriating a lower amount than that approved by the voters.

An article will be placed on each Annual Town Meeting Warrant to appropriate the funds necessary out of the Municipal Buildings Stabilization Fund, subject to availability, to fund the projects identified in the 20-year Capital Plan and approved for inclusion in the 5-year Capital Budget for that year. (NOTE: Approval for withdrawal of these funds from the Municipal Buildings Stabilization Fund will require 2/3 's approval by the voters at the Town Meeting at which this withdrawal is being requested.)

C. Capital Stabilization Fund

At the 2021 Annual Town Meeting, Town Meeting approved the creation of the Capital Stabilization Fund. The Capital Stabilization Fund is authorized to fund the expenses of capital projects and the debt service related to capital projects, including equipment, vehicles, repairs to equipment and vehicles, public works improvements, and other non-building capital projects. Items not included within the 5-year Capital Budget shall only be funded from the Capital Stabilization Fund in the case of an emergency that could not have been anticipated at the time the most recent 5-year Capital Budget was adopted.

Each year, the Capital Budget shall be funded by the Capital Stabilization Fund. It is not the intention of this fund that the full amount be spent in any one year, but that funds accumulate for use according to the 5-Year Capital Budget. Over time, the Town shall have a goal of increasing the balance in the Capital Stabilization Fund so that it is sufficient to cover the Town's annual cash outlay for capital. (NOTE: Approval for withdrawal of these funds from the Capital Stabilization Fund will require 2/3 's approval by the voters at the Town Meeting at which this withdrawal is being requested.)

III. Financial Forecasting and Trend Monitoring

Each year, the Town Administrator shall create a detailed budget forecast, in accordance with the Town Charter. The budget forecast shall include a five-year projection of revenues and expenditures for all operating funds. These forecasts will be used as planning tools in developing the following year's operating budget. The Town Administrator will provide the forecasts to the Board of Selectmen, Warrant Committee, and School Committee for use in their budget decision making.

To ensure the Town's revenues are balanced and capable of supporting desired levels of services, forecasts for property taxes, local receipts, and state aid will be conservatively based on historical trend analyses and will use generally accepted forecasting techniques and appropriate data.

IV. Reserves and Free Cash

A. Reserves

Reserves shall include funds available in Free Cash, other reserve accounts as determined by the Town Accountant, and stabilization funds, but excluding the Municipal Building Stabilization Fund (see below for explanation). The goal of these reserve accounts is to permit the Town to maintain its level of services during an economic downturn and minimize tax increases during times of economic distress. In addition, strong reserve balances can positively impact the Town's credit rating and, consequently, its long-term cost to fund major projects.

The Town shall have a goal of maintaining reserves of 9-12% but no less than 7.5% of its total budgeted annual expenditures. Total Annual Expenditures shall include General Fund expenditures in the proposed budget for the upcoming fiscal year, but shall exclude expenditures supported by the Enterprise Funds, Revolving Funds, and transfers to other funds. The reserves shall be calculated after Town Meeting approves the new fiscal year budget in order to account for any transfers approved into or out of the reserves by the Town Meeting.

These reserves may be drawn below the minimum level due to extraordinary circumstances, if approved by a vote of the Warrant Committee and Board of Selectmen. In no event shall the reserve accounts (including free cash) be permitted to fall below 2.5% of the Town's total budgeted annual expenditures.

Due to its dedicated source of funding through the stabilization fund override and due to restrictions on the use of funds in the Municipal Buildings Stabilization Fund, transfers into and out of the Municipal Buildings Stabilization Fund shall not be included in the General Fund expenditure calculation identified above, and the Town shall not include the balance in the Municipal Buildings Stabilization fund as a reserve for the purposes of calculating compliance with the Financial Policy.

In preparing the Annual Warrant Report, the Board of Selectmen will ask the Warrant Committee to determine whether the Warrant Committee's recommended budget and any alternative budget proposed in the Warrant Report are in compliance with the requirements in Section IV of this Policy. The Annual Warrant Report will display the measure of compliance mentioned above to show whether any proposed budget included in the Annual Warrant Report, if adopted by Town Meeting, complies with these financial policies. If the Warrant Committee's budget does not comply with Section IV of this Policy, the Warrant Committee and the Selectmen will include an explanation of why the budget is not compliant and the position of the Warrant Committee and the Selectmen as to why each body believes the Town Meeting should or should not adopt a budget that does not comply. If any alternative budget included in the Warrant Report does not comply with Section IV of this Policy, the proponent of such alternative budget will be invited to include an explanation as to why the Town Meeting should adopt a budget that does not comply, and the Warrant Committee and the Selectmen (if the Selectmen are not the proponent of the alternative budget), will be invited to include statements as to their respective positions on the alternative budget.

Upon certification of the Free Cash by the Commonwealth of Massachusetts in or around December, the Board of Selectmen will confirm that the financial policies have been met for the prior fiscal year. That confirmation from the Board of Selectmen will also appear in the Annual Warrant Report in addition to being published on the Town Website. If the Town is not in compliance with the financial policies as of the certification of Free Cash, the Selectmen will include an explanation in the Warrant Report and on the Town Website explaining why, along with what actions, if any, are being taken to bring the budget back into compliance for the upcoming fiscal year.

B. Free Cash

Whereas the Town strives to generate certified free cash in an amount equal to three to five percent of its annual expenditures, the Town shall maintain a Free Cash balance of at least 2.5% of the General Fund expenditures, defined in section A, in the proposed budget for the upcoming fiscal year. As much as practicable, the Town will limit its use of Free Cash to funding one-time expenditures (like capital projects, snow and ice deficits, or emergencies) and may appropriate any excess above 2.5 percent of General Fund expenditures to build reserves, offset unfunded liabilities, or offset budgetary impacts from approvals of special town meeting articles to keep the overall budget in line with Proposition 2 ½ limits.

The Town shall not utilize a Free Cash projection unless the projection is approved by a vote of the Warrant Committee and Board of Selectmen and is based on revenues received by the Town at the date of the vote.

C. Enterprise Fund Retained Earnings

The Board of Water and Sewerage shall adopt a written Reserves and Retained Earnings policy for the Water Enterprise Fund and the Sewer Enterprise Fund. At a minimum, the policy shall require that each Enterprise Fund maintain a reserve amount of 20 percent of the Enterprise Fund's total budget. The reserves will be used to provide rate stabilization and to fund capital projects.

D. Overlay

The Town uses the overlay account to offset unrealized revenue resulting from uncollected property taxes, abatements, and exemptions.

At the conclusion of each fiscal year, the Board of Assessors shall submit to the Town Administrator and the Town Accountant an update of the overlay account with data that includes, but is not limited to, the gross balance, potential abatement liabilities, and any transfers to surplus. If the balance exceeds the amount of potential liabilities, the Board of Selectmen may request that the Board of Assessors vote to declare those balances surplus and available for use by the Town to fund one-time expenses, transfer to the Town's stabilization funds or to free cash.

V. OPEB

The Town shall continue to appropriate funds annually to the OPEB trust fund in an amount no less than \$500,000 in the fiscal year after this policy is adopted, with the goal of increasing that contribution 5% annually thereafter. This target is subject to revisions based on changes to applicable accounting guidance and actuarial reports.

VI. Proceeds from the Sale of Town Assets

To the extent permitted by law, the proceeds of any sales of town land or other assets shall be deposited in a reserve, stabilization, trust, or other undesignated fund (or reserve against) the town's long-term liabilities, or to retire existing debt, or otherwise to reduce long-term, nonrecurring liabilities. Upon Board of Selectmen approval, proceeds of the sale of other Town assets (excluding land), may be used by the department that generates proceeds to offset previously approved capital expenditures or to fund other one-time expenditures.

References and Attachments:

- Town of Medfield – Financial Policies Measure of Compliance
- Massachusetts Division of Local Services: [Special Purpose Stabilization Funds](#)
- [Medfield 20 Year Municipal Facilities Evaluation and Capital Plan](#)
- Bond Covenants (reviewing with bond counsel)

Adopted:

Board of Selectmen:

Warrant Committee:

<u>Reserve Fund and Financial Policy Analysis</u>						
	<u>APPROVED</u>	<u>APPROVED</u>	<u>ESTIMATED</u>	<u>ESTIMATED</u>	<u>ESTIMATED</u>	<u>ESTIMATED</u>
	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24
Expenditures	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
Expenditures - All Funds	\$67,923,991	\$67,624,332	\$72,914,534	\$75,101,970	\$77,355,029	\$79,675,680
Less Revolving Funds	-\$500,000	-\$600,000	-\$795,000	-\$600,000	-\$600,000	-\$600,000
Less Enterprise Fund Allocated Costs	-\$1,565,149	-\$1,528,081	-\$2,516,105	-\$2,591,588	-\$2,669,336	-\$2,749,416
Less transfer to Municipal Buildings Stabilization Fund	-\$1,025,000	-\$1,050,625	-\$1,076,891	-\$1,103,813	-\$1,131,408	-\$1,159,693
Less transfer out of the Municipal Buildings Stabilization Fund	-\$782,125	-\$779,500	-\$1,090,500	-\$981,500	-\$1,029,000	-\$1,027,000
Less transfer for Capital Stabilization Fund / Revolving Fund Capital	-\$85,000	-\$106,895	-\$970,326			
Less additional Free Cash transfer to Stabilization Fund			-\$700,000			
Less Sales of Lots and Graves	-\$33,600	-\$43,200	-\$58,650	-\$43,200	-\$43,200	-\$43,200
Less PEG fees	-\$145,357	-\$162,713	-\$206,992	-\$300,000	-\$300,000	-\$300,000
General Fund Expenditures	\$63,787,760	\$63,353,318	\$65,500,070	\$69,481,869	\$71,582,085	\$73,796,370
Reserves						
MSBA Lump Sum Reimbursement Reserve Balance	\$2,730,605	\$1,587,070	\$583,535			
Town Operating Budget Reserve Fund Balance	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Stabilization Fund Balance (current balance, plus payment at ATM)	\$1,608,822	\$1,682,507	\$2,390,062	\$2,590,062	\$2,790,062	\$2,990,062
Free Cash Balance (after TM appropriations)	\$1,272,340	\$1,441,805	\$1,654,232	\$1,654,232	\$1,654,232	\$1,654,232
Sewer Betterments Paid in Advance Stabilization	\$226,162.76	\$40,991	\$0			
Turnbacks Prior to 1/1/2020	\$0	0	0	0	0	0
MSBA Interest Reserve	\$104,280.77	\$176,260.20	\$176,260.02	\$176,260.02	\$176,260.02	\$176,260.02
Total Reserves:	\$6,092,211	\$5,078,634	\$4,954,089	\$4,570,554	\$4,770,554	\$4,970,554
Reserves as a % of General Fund Expenditures	9.55%	8.02%	7.56%	6.58%	6.66%	6.74%
Financial Policy Test:						
Reserves required to meet 9%	\$5,740,898	\$5,701,799	\$5,895,006	\$6,253,368	\$6,442,388	\$6,641,673
Excess or Shortfall in reserves to meet 9%	\$351,312.49	-\$623,165.07	-\$940,917.71	-\$1,682,814.55	-\$1,671,834.00	-\$1,671,119.71
Reserves required to meet 7.5%	\$4,784,082	\$4,751,499	\$4,912,505	\$5,211,140	\$5,368,656	\$5,534,728
Excess or Shortfall in reserves to meet 7.5%	\$1,308,128.89	\$327,134.70	\$41,583.34	-\$640,586.52	-\$598,102.73	-\$564,174.15
*Free Cash Required by policy	\$1,594,694	\$1,583,833	\$1,637,502	\$1,737,047	\$1,789,552	\$1,844,909
Difference in Free Cash Balance vs. Req.	-\$322,354	-\$142,028	\$16,730	-\$82,815	-\$135,320	-\$190,677
Free Cash as a % of Expenditures	1.99%	2.28%	2.53%	2.38%	2.31%	2.24%
*Reserves: goal of 9-12% of expenditures, but not less than 7.5%						
*Free Cash: 2.5% of annual total expenditures						
Other Reserves						
Municipal Buildings Stabilization Fund Balance	\$0.00	\$254,639.00	\$525,764.00			
Dale Street Project Reimbursements from MSBA	\$44,023.00	\$106,646.00				
Water Enterprise Fund Free Cash	\$635,298.00	\$794,333.00	\$794,333.00			
Sewer Enterprise Fund Free Cash	\$1,031,497.00	\$774,399.00	\$774,399.00			

TO: Director of Capital Planning

FROM: Jeffrey J. Marsden, Ed.D., Superintendent

Medfield Public Schools

Dale Street Elementary School

MSBA Project ID Number: 201701750005

DATE: October 6, 2021

RE: Feasibility Study Agreement (FSA) Budget Revision Request, NUMBER: 4

Pursuant to the Feasibility Study Agreement between the TOWN of MEDFIELD (the “District”) and the MASSACHUSETTS SCHOOL BUILDING AUTHORITY (the “Authority”), the District hereby requests a revision to the Feasibility Study Budget, Exhibit A, dated May 13, 2019, for the Dale Street Elementary School Project. As required, the District has provided the information outlined in the table below to indicate the Feasibility Study Budget categories (line items) affected, the amounts needed and the reasons for the proposed revision.

The District acknowledges and agrees that it will not seek reimbursement from the Authority for any costs that exceed the already approved line item limits set forth in Exhibit A until after the Authority has accepted this Feasibility Study Budget Revision Request, and the Authority’s ProPay system has been adjusted accordingly.

The District further acknowledges and agrees that in accordance with Section 3.3 of the Feasibility Study Agreement, any revisions to the Feasibility Study Budget will not result in an increase to the grant amount set forth in Section 2.1 of the Feasibility Study Agreement.

The District further acknowledges and agrees that the need for these revisions to the Feasibility Study Budget have been identified in the OPM monthly report as required pursuant to the Contract for Owner’s Project Management Services between the District and the OPM.

The District further acknowledges and agrees that all of the information contained in this Feasibility Study Agreement Budget Revision Request has been reviewed and approved by the TOWN of MEDFIELD’s School Building Committee, and it further certifies and acknowledges that the funds to pay for the costs associated with these proposed revisions are available as indicated by the signatures noted below.

The Total Budget in the Current Feasibility Study Budget, Exhibit A of the FSA dated May 13, 2019 is \$1,000,000.00

From Class’ Code	From Classification Name	To Class’ Code	To Classification Name	Budget Revision Amount	Reason for transfer (Attach all supporting documentation, e.g., executed contracts, amendments and or supporting invoices for reimbursable expenses)	Amount Remaining in Other	Ineligible/Cost/Scope Items excluded from the Total Facilities Grant
0001-0000	OPM Feasibility Study/Schematic Design	0004-0000	Other	\$1,162.63	Transfer unused from OPM Feasibility Study/Schematic Design fees to Other to cover costs for the Net Zero Energy Study.	\$9,309.95	

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By: Michael Marcucci

Title: Chief Executive Officer

Date:

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By: Jeffrey J. Marsden, Ed.D.

Title: Superintendent of Schools

Date:

By signing this Total Project Budget Revision Request, I hereby certify that I have read and understand the terms of this Request and further certify that the information supplied by the District in the tables is true, accurate and complete.

By: Jessica Reilly

Title: Chair of the School Committee

Date:

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By:

Title: Director of Capital Planning

Date:



Nicholas Milano <nmilano@medfield.net>

Salt Bid Results

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

Thu, Oct 14, 2021 at 7:44 AM

Nick,
Attached is the Salt Bid Results for this upcoming season and last year's results.

The bids Rock Salt, Solar Salt and Treated Salt came in approx \$22, \$22, and \$26 respectively more expensive as this (as I am told by the vendor) is due to shipping expenses overseas and by rail to deliver salt to the distribution depots.

Thanks,

--

Maurice G. Goulet

Director of Public Works
Medfield, Massachusetts

Department of Public Works

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

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2 attachments

Joint Salt Bid 2021-2022 bid results for BOS.pdf
96K

Last Year Joint Salt Bid Results.pdf
96K



TOWN OF MEDFIELD

Office of

SUPERINTENDENT OF PUBLIC WORKS

MAURICE GOULET

Superintendent

MEDFIELD, MASSACHUSETTS

TO: Board of Selectmen
FROM: Maurice Goulet, Director of Public Works
DATE: October 12, 2021
RE: Joint Purchase of Salt 2021-2022 Bid Results

It is hereby recommended that the following bids be awarded to the following responsive and responsible vendors in accordance with the Town of Medfield bid specifications:

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

PRELIMINARY BID RESULTS:

Joint Salt Bid	<u>CC (Rock) Salt</u>	<u>Solar Salt</u>	<u>Treated Salt</u>
Eastern Minerals, Inc.	\$65.00	\$65.00	\$83.00
Morton Salt Co	\$80.89	NO BID	\$96.89
Cargill Corp.	NO BID	NO BID	NO BID



TOWN OF MEDFIELD

DEPARTMENT OF PUBLIC WORKS

Maurice Goulet
Superintendent Public Works
508-359-8505

459 Main Street
Medfield MA 02052

PRELIMINARY BID RESULTS 2021-2022

DELIVERED

Joint Salt Bid	CC (Rock) Salt	Solar Salt	Treated Salt
Eastern Minerals, Inc.	\$65.00	\$65.00	\$83.00
Morton Salt Co	\$80.89	NO BID	\$96.89
Cargill Corp.	NO BID	NO BID	NO BID

PICKED UP

Joint Salt Bid	CC (Rock) Salt	Solar Salt	Treated Salt
Eastern Minerals, Inc.	\$65.00	\$65.00	\$83.00
Morton Salt Co	\$80.00	NO BID	\$96.00
Cargill Corp.	NO BID	NO BID	NO BID



EASTERN MINERALS

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2021-2022
(SODIUM CHLORIDE)
BID FORM

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

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

DELIVERY TO TOWNS

ROCK SALT (DELIVERED)

UNIT PRICE (written) Sixty Five Dollars and Zero Cents per ton

UNIT PRICE (figures) \$65.00 per ton

TEL # 617-884-0027

SOLAR SALT (DELIVERED)

UNIT PRICE (written) Sixty Five Dollars and Zero Cents per ton

UNIT PRICE (figures) \$65.00 per ton

TEL # 617-884-0027

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (DELIVERED)**

UNIT PRICE (written) Eighty Three Dollars and Zero Cents per ton

UNIT PRICE (figures) \$83.00 per ton

TEL # 617-884-0027

Eastern Minerals

PICKED UP BY TOWNS

ROCK SALT (PICKED UP)

UNIT PRICE (written) Sixty Five Dollars and Zero Cents per ton

UNIT PRICE (figures) \$65.00 per ton

PICKUP POINT Chelsea MA TEL # 617-884-0027

SOLAR SALT (PICKED UP)

UNIT PRICE (written) Sixty Five Dollars and Zero Cents per ton

UNIT PRICE (figures) \$65.00 per ton

PICKUP POINT Chelsea MA TEL # 617-884-0027

MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED PERFORMANCE ENHANCER (PICKED UP)

UNIT PRICE (written) Eighty Three Dollars and Zero Cents per ton

UNIT PRICE (figures) \$83.00 per ton

PICKUP POINT Quincy MA TEL # 617-884-0027



Morton SALT

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2021-2022
(SODIUM CHLORIDE)
BID FORM

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

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

DELIVERY TO TOWNS

ROCK SALT (DELIVERED)

UNIT PRICE (written) eighty dollars and eighty- nine cents

UNIT PRICE (figures) \$80.89

TEL # 855-665-4540

SOLAR SALT (DELIVERED)

UNIT PRICE (written) No Bid

UNIT PRICE (figures) No Bid

TEL #

MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED PERFORMANCE ENHANCER (DELIVERED)

UNIT PRICE (written) ninety-six dollars and eighty-nine cents

UNIT PRICE (figures) \$96.89

TEL # 855-665-4540

MORTON SALT

PICKED UP BY TOWNS

ROCK SALT (PICKED UP)

UNIT PRICE (written) eighty dollars and zero cents

UNIT PRICE (figures) \$80.00

PICKUP POINT Boston, MA TEL # 855-665-4540

SOLAR SALT (PICKED UP)

UNIT PRICE (written) No Bid

UNIT PRICE (figures) No Bid

PICKUP POINT _____ TEL # _____

MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED PERFORMANCE ENHANCER (PICKED UP)

UNIT PRICE (written) ninety-six dollars and zero cents

UNIT PRICE (figures) \$96.00

PICKUP POINT Boston, MA TEL # 855-665-4540



Nicholas Milano <nmilano@medfield.net>

Norfolk County ARPA Grant Request for Information

William Buckley <wbuckley@norfolkcounty.org>
To: William Buckley <wbuckley@norfolkcounty.org>

Fri, Oct 8, 2021 at 9:43 AM

Good Morning,

The Norfolk County Commission is pleased to be nearing the launch of its Norfolk County portal for ARPA grant management and payments. In order to facilitate the setup of this portal we are seeking the following pieces of information from our constituent communities:

- 1) Please submit your city/town ABA# and Account # that the County will use to remit payment via electronic funds transfer
- 2) Please provide your city/town EIN# and DUNS#
- 3) Each city/town will need to provide the names of (2) contacts – a “Creator” and a “Certifier”
 - a. A “Creator” will typically be a Town Accountant or Fiscal Director
 - b. A “Certifier” will typically be a Town Administrator or Town Manager
 - c. We will need the names, email addresses, and cell phone numbers for each contact (this allows for the dual authentication process to work)
 - d. City/town portal access will not be opened until this information is received
- 4) Each city/town shall validate these (2) points of contact either through elected oversight board vote or through city/town executive appointment (Town Manager/Mayor)

Please respond to me with these pieces of information at your earliest convenience. A follow-up email will be forthcoming announcing a Town Hall Zoom call on Thursday October 14 at 11:00am for all cities/towns to announce our portal launch. If you have any questions please do not hesitate to email or call me directly at any time. The Norfolk County Commission and staff are eager to work together with you to make this program a successful collaborative partnership.

Very truly yours,

BB

William J. Buckley, Jr.

Assistant County Director

County of Norfolk

614 High St. PO Box 310

Dedham, MA 02027

Nick - Not sure where this stands...you may have already taken care of this.

John Day, a former member of the historical commission, is willing to be appointed an associate member of the historical commission.

Caitlin Struble, however, feels she does not have the time to again get involved with the historical commission now, though she did accept appointment to the historic district commission. Maybe some other time.

In your reply, please include my original message.

David F. Temple
President, Medfield Historical Society
<https://medfieldhistoricalsociety.org/>
Co-Chair, Medfield Historical Commission
300 South Street
Medfield, MA 02052
H-508-359-2915 M-508-613-6606



Nicholas Milano <nmilano@medfield.net>

Medfield Historical Commission

Thomas Connors [REDACTED]

Mon, Oct 4, 2021 at 4:19 PM

To: nmilano@medfield.net

Cc: [REDACTED] >, [REDACTED] ktrierweiler@medfield.net

Dear Mr. Milano:

I am emailing, at the suggestion of Seth Meehan, to express my interest in serving as a member or associate member of the Historical Commission.

I have been a resident of the Town for five years. My background is in law, and prior to my retirement last fall, I had served as a justice of the Superior Court, most recently as Regional Administrative Justice for Norfolk County.

If you need any further information, please contact me.

Thomas A. Connors
55 Philip Street
[REDACTED]

October 12, 2021

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

RE: Historical Commission Appointment

Dear Nick:

Please ask the Medfield Selectmen to consider an appointment for me on the Medfield Historical Commission.

Thank you.

Sincerely,

John Thompson
34 Evergreen Way

To: Kristine Trierweiler
Town Administrator
Town of Medfield, MA
ktrierweiler@medfield.net

October 9, 2021

Re: Medfield Energy Committee Appointment

Hello Kristine,

My name is Andrew Jarrell and I am writing you this letter to express my interest in formally joining the Medfield Energy Committee. My wife and I moved to Medfield in September of 2018 and are very happy with the decision.

I have been helping the Medfield Energy Committee with technical assistance on issues concerning the town's energy use and efficiency matters since this summer. My occupation as a Building Performance Analyst means that I model and report on the energy use of buildings was encouraged to join the committee by my colleague Marie Nolan who is a former member of the committee. In addition to general assistance to the MEC, I am currently a contributing member for the solar and climate action plan sub-committees.

It is my hope that this letter serves as a formal statement of my interest and commitment to the actions and responsibilities of the Medfield Energy Committee. Please reach out to me with any questions or concerns and please advise if there is further action that needs to be taken on my part to formalize my appointment.

Thank You,

Andrew R. Jarrell
12 Miller Street
Medfield, MA 02052



October 14, 2021

Kristine Trierweiler
(ktrierweiler@medfield.net)
Town of Medfield
459 Main Street
Medfield, MA 02052

Hello Kristine;

This letter is a request to be considered for a 2021 appointment on the Town of Medfield Energy Committee. I am a 26-year (happy) resident of Medfield who had four children go through the Medfield schools.

To summarize my background, I have over four decades of experience in energy conservation services, utility efficiency programs, renewable and distributed generation, M&V standards, and other related work. My roles have ranged from Project Engineering at an energy efficiency consulting firm to President of a utility-owned Energy Services Company (ESCO). I been an officer and active member of the Association of Energy Engineers (AEE) and National Association of Energy Service Companies (NAESCO).

Public sector clients and partners have included state, federal and local governments. In one program we designed and implemented high efficiency lighting upgrades at 106 school systems. For many towns we have managed and implemented town wide efficiency upgrades through ESPC programs where the savings paid for the improvements.

I currently hold Professional Engineering licenses in Massachusetts and Connecticut, as I maintain a small energy consulting practice. I am retired from fulltime employment.

If appointed by the Board , I will do my best to contribute where and when needed.

Sincerely,

James B Redden

James B Redden, P. E.



Nicholas Milano <nmilano@medfield.net>

MEC Letter of Interest

George Whiting <geo.whiting@gmail.com>
To: Nicholas Milano <nmilano@medfield.net>

Mon, Oct 18, 2021 at 2:56 PM

Hi Nick,

I'm interested in becoming a member of the Medfield Energy Committee. I am certified by the Association of Energy Engineers as an Energy Manager, and have been working in energy efficiency and decarbonization full time since 2006. I've also been volunteering with the MEC for almost 2 years.

Regards,
George

[Quoted text hidden]

[Quoted text hidden]

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.



MASSACHUSETTS HOUSING PARTNERSHIP

CHAPTER 40B TECHNICAL ASSISTANCE PROGRAM GUIDELINES 2017

OVERVIEW

The Massachusetts Housing Partnership (MHP) provides technical assistance to local Zoning Boards of Appeal (ZBA) in the review of permit applications for Comprehensive Permits pursuant to Chapter 40B of the Massachusetts General Laws (“Chapter 40B”) and the regulations promulgated there under at 760 C.M.R. 56.00 (the “Regulations”).

The purpose of the MHP Chapter 40B Technical Assistance Program is to assist the Zoning Board of Appeals, and other relevant municipal boards, in the review of specific Chapter 40B development proposals. MHP provides awards of up to \$15,000 to municipalities to pay for third-party consultants to work with the ZBA to increase local capacity and to assist in the review and permitting process for Chapter 40B Comprehensive Permit projects. Communities that have achieved 10% on the Subsidized Housing Inventory or that have been certified by DHCD to have an affordable housing inventory that is at or above 10% or exceeds 1.5% of the land zoned for residential, commercial or industrial use are not eligible for the 40B TA Program.

Since the inception of this program in 1999, most communities receiving technical assistance from MHP have successfully negotiated comprehensive permits on terms mutually agreeable to the municipality and the developer. In a small number of cases MHP’s technical assistance has resulted in the withdrawal of inappropriate Chapter 40B proposals or the denial of the permit by the community.

PROCEDURES

Application Process

- The applicant contacts the MHP Chapter 40B technical assistance staff at any time to discuss a Chapter 40B development that has been filed or is likely to be filed with the ZBA.
- Applications are accepted by MHP after an initial phone intake.
- An application for technical assistance will only be accepted and reviewed by MHP after the comprehensive permit application has been filed with the ZBA,
- Applicants can request a pre-hearing training on 40B for the Zoning Board and other town staff, boards and committees.
- The MHP application must include:
 - a copy of the Project Eligibility Letter from the subsidizing agency,
 - the comment letter the municipality sent to the Subsidizing Agency, and
 - any Local Rules for Comprehensive Permits the ZBA may have adopted
- The application must be signed by both the ZBA Chair and the Chief Elected Official.
- MHP strongly recommends interested communities contact MHP early in the process to facilitate the engagement of a qualified consultant *prior* to the start of the first public hearing. MHP reserves the right to reject an application for assistance after the hearing has opened.

- MHP typically completes a review within 10 days of the receipt of a complete of the application and, if approved, sends an award letter to the applicant community.

Consultant Services

- Prior to receiving an award a community must select a consultant from MHP's list of Program Consultants.
- Program Consultants are responsible for
 - providing technical assistance to the municipality in understanding the Chapter 40B permitting and review process;
 - assisting in identifying areas needing additional study or technical information; and
 - facilitating constructive discussions between the developer and the ZBA.
- The Program Consultant's role in providing comprehensive Chapter 40B technical assistance does not replace the role of the municipality's legal counsel. However, in accepting the technical assistance award, the municipality agrees that the consultant will be the lead consultant for the project and will assist in assessing the need for additional technical assistance including peer review consultants.
- Program Consultants are limited to contracting with a maximum of 3 communities at one time. Exceptions may be made for consultants who have previously contracted with communities under the Program.

Uses of Technical Assistance Funds

- MHP Program staff will work with the applicant community to determine the amount of the technical assistance award. A maximum of \$15,000 is available for the first award to a given community with a typical award amount of up to \$10,000 for subsequent requests.
- For communities with multiple simultaneous 40B projects, MHP reserves the right to limit the total amount of funds awarded at any given time to a community.
- An award under the Program does not fund or take the place of services that are typically the financial responsibility of the developer, such as peer review for engineering, traffic, architecture and other technical issues eligible for funding under M.G.L. c. 44 Sec. 53G.
- Legal costs for municipal counsel and mediation services are not within the scope of this Program.

Contracting and Payment

- MHP will contract with the Program Consultant selected by the applicant, who will be an independent contractor of MHP and will render the contracted services directly to the community. The Program Consultant shall perform the services in a professional, independent, impartial manner in accordance with Chapter 40B, the Regulations, DHCD's Guidelines for Ch. 40B Comprehensive Permit Projects, and the 40B Consultant Program Guidelines
- MHP will furnish a copy of the signed contract to the municipality, which will contain a scope of work.
- The Program Consultant shall submit invoices directly to MHP for payment. MHP will request authorization for payment from the municipality prior to making a payment to the Program Consultant. However, if no response by the municipality is received within 5 business days, approval will be assumed.

Reporting and Evaluation

- MHP requests that the municipality notify MHP if the Chapter 40B permit application is withdrawn by the developer or if for any reason the technical assistance award funds are no longer needed.
- MHP requires that a copy of the final ZBA decision be sent to MHP at the time the decision is issued and filed with the Clerk's office.
- MHP requires the completion and submission of the *MHP Chapter 40B Program Evaluation Form* which is used to evaluate consultant assistance and the effectiveness of the program.

To speak to MHP staff about your Chapter 40B project and to request an application for technical assistance contact Laura Shufelt at 857.317.8582 or lshufelt@mhp.net.



Date: _____

Ch. 40B Technical Review Assistance Application

Please speak to Community Assistance staff to discuss your project before requesting an application.

Laura Shufelt: 857.317.8582 or lshufelt@mhp.net

CONTACT INFORMATION

Municipal Contact for Application	Sarah L. Raposa	ZBA Chair	John J. McNicholas	Chief Elected Official	Michael T. Marcucci
Address	459 Main Street	Address	same	Address	same
City/Town/Zip	Medfield, MA 02052	City/Town/Zip	same	City/Town/Zip	same
Phone	(508) 906-3027	Phone	same	Phone	same
Email	sraposa@medfield.net	Email	jmcnicholas@fletchertilton.com	Email	selectmanmarcucci@gmail.com

PROJECT INFORMATION

Project Name:	Hinkley South LIP	Developer:	Medfield Holdings LLC
Principals:	Robert Borrelli	Attorney:	Atty. James Murphy
Consultants:		Engineer:	GLM Consulting Engineers
Project Address: off Ice House Road (Parcel ID 64-001), Medfield, MA 02052			

DEVELOPMENT SITE & ZBA MEETINGS

Number of Units Proposed: Total 24 Affordable 6

Project Type: Rental Homeownership

Size of Site: 6.45 acres

Age-restricted? Yes No

Date Permit Application Filed with ZBA: _____ First Hearing Date? _____

Is 1st Hearing within 30 days of application? Yes No

Day/Time ZBA meets? Second Wednesdays at 7 pm

Have hearings been held already for this project? Yes No If Yes, dates? _____

SITE APPROVAL/ELIGIBILITY LETTER:What is the source of the project eligibility letter? DHCD

Date of Project Eligibility Letter _____

*Please provide a copy of the letter with this application.*Did the municipality submit comments to the Subsidizing Agency? Yes No *Please provide a copy of the comment letter with this application.*

What specific review issues would you like assistance?

The Town seeks technical assistance for a 40B consultant to attend the ZBA hearing and help draft the decision.

What are the main municipal concerns with the project?

The Town is in full support of this project; we are expecting a swift and efficient public hearing.

Does municipal staff or ZBA members have prior experience reviewing comprehensive permits ?

Yes No If yes, how much? 5 LIPs in the past 5 years

Does the municipality have a Housing Production Plan that addresses affordable housing?

Yes No If yes, is the plan approved by DHCD? Yes No Certified? Yes No Has the municipality adopted Comprehensive Permit review rules? Yes No *If yes, please include a copy of the rules with this application.*

Who is the counsel/attorney for the ZBA on this project?

Mark G. Cerel, Town Counsel

Please list the Comprehensive Permit applications submitted to the municipality in the last 5 years .

NAME OF PROJECT	FUNDING SOURCE	APPROVED/DENIED	DATE
see attached list			

Which consultant does the ZBA prefer?

1. Haverty

2. _____

Michael Marcucci, Chair,

SIGNATURE OF CHIEF ELECTED OFFICER

DATE

PRINT NAME AND TITLE Board of Selectmen

SIGNATURE OF ZBA CHAIR

DATE

John J. McNicholas, Chair

PRINT NAME

Name of Project	Funding Source	Approved/Denied	Date
Aura at Medfield, LIP	DHCD	Approved	5/8/20
Rosebay	DHCD	Withdrawn	4/1/20
Medfield Meadows, LIP	DHCD	Approved	5/10/19
80 North Meadows Rd, LIP aka Hillside Village	DHCD	Approved	5/24/18
71 North Street, LIP	DHCD	Approved	5/24/18
67 North Street LIP, Cushman House	DHCD	Approved	5/22/17
Country Estates	MassHousing	Approved	4/5/17
The Parc at Medfield	MassHousing	Approved	12/19/12

From: Barbara Gips <[REDACTED]>
Date: October 8, 2021 at 8:27:29 AM EDT
To: Kristine Trierweiler <ktrierweiler@medfield.net>
Subject: One day liquor permit

Well, I sent this to Evelyn....did not know she had retired!

The Lions are sponsoring the Senior Holiday Luncheon this year on Sunday, December 12 (11-2:30). Because we serve wine, I think we need a one-day license.

Hope all is well - miss everyone at Town Hall.

Barbara Gips
6 Upland Woods Circle, Apartment 412
Norwood, MA 02062
[REDACTED]

55 Pine Street
Medfield, MA 02052
October 15, 2021

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

Attention: Nicholas Milano, Assistant Town Administrator

*Re: Beer / Wine Permit Request – Medfield Lions
November Dinner Meeting*

To the Board of Selectmen,

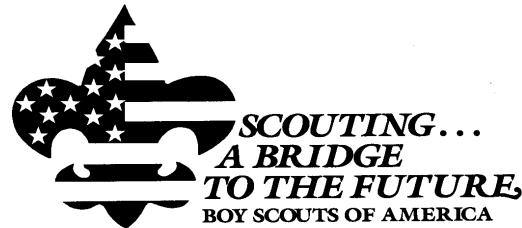
With the weather getting dark earlier and earlier now that it is mid October, the Lions can no longer hold outdoor dinner meetings but have been given approval by Roberta Lynch to use the Senior Center on Wednesday, November 3rd for our nov dinner meeting. We are requesting your approval of a beer / wine permit for this meeting at your October 19, 2021 BoS meeting.

Please contact me with questions or approval via email (sc3ms@verizon.net) or phone 508-359-5083. Thank you for your consideration.

Sincerely,

Colleen M. Sullivan, PQL
Medfield Lions Club

/cms



**Boy Scout Troop 89, Medfield, MA 02052
Chartered by American Legion Post 110, Medfield, MA**

September 27, 2021

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

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

This letter is a request for permission for Boy Scout Troop 89 to place a sign at the town Transfer Station to announce our annual Christmas Tree Pick-Up & Recycling Program and to use trailers and large trucks to transport the trees to the Transfer Station for recycling. This recycling event will be the 26th year of our program. Last year we collected trees from over 600 families in town, providing a tremendous boost to our fund-raising efforts and a valuable service to the community. Christmas Tree pickups fund Troop 89, without this source of funding, there will be a significant impact on scouting in Medfield.

Adult volunteers from Troop 89 have served on the reopening plans for many communities and organizations-prioritizing Scout, Medfield, and Community safety with regards to COVID-19 has been integral to our planning for this activity. With safety in mind, Troop 89 will adhere to the same state, local and CDC guidelines set forth currently and at the time of the scheduled program. We will follow social gathering and distancing guidelines, PPE guidance used for schools on masking, ventilation, and hand cleaning.

We are planning to provide the recycling pick-up services on Sunday, January 2nd, and Saturday, January 8th, 2022. Many thanks to you and Ms. Trierweiler for your support of this community service by the Boy Scouts of Troop 89, Medfield.

Respectfully,

Kimberly and Tim Gargano
Medfield Boy Scout Troop 89
56 Wood End Lane
Medfield, MA 02052

cc: Ms. Kristine Trierweiler, Town Administrator