



Board of Selectmen  
Meeting Packet  
November 2, 2021

## **AMBULANCE SERVICE MEDICATION EXCHANGE AGREEMENT**

This Ambulance Service Medication Exchange agreement (the "Agreement") is made and entered into effective the 29<sup>th</sup> day of June, 2021 ("Effective Date"), by and between Town of Medfield, Medfield Fire, with a principal place of business at 112 North Street, Medfield, MA 02052 (the "Ambulance Service"), and Steward Good Samaritan Medical Center, Inc., with a principal place of business at 235 North Pearl Street, Brockton, MA 02301 (the "Hospital").

WHEREAS, the Ambulance Service operates an ambulance service that is licensed to provide pre-hospital emergency medical services at the Basic Life Support ("BLS") and/or Advanced Life Support ("ALS") levels (the "Services"), and employs or otherwise contracts with qualified emergency medical technicians (the "EMTs") certified at the appropriate level of care to allow the Ambulance Service to deliver Services; and

WHEREAS, the Hospital is an acute care hospital located in the Commonwealth of Massachusetts with a pharmacy able to replenish or restock medications used by the ambulance service.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Ambulance Service and Hospital agree as follows:

1. The Hospital shall establish policies and procedures, copies of which shall be available upon request, through which the Ambulance Service may obtain medications from the Hospital's pharmacy. The Ambulance Service agrees to adhere to such policies and procedures

2. It is the intent of both the Hospital and Ambulance Service that any replenishing of medications or medical supplies comply with the ambulance replenishing safe harbor to the federal Anti-Kickback Statute at 42 C.F.R. §1001.952(v).

3. The Ambulance Service agrees to staff its ambulances with EMTs fully trained, oriented, and certified at the appropriate level to provide the Services contemplated by this Agreement. The Ambulance Service shall provide patient care in accordance with the Emergency Medical Services Statewide Treatment Protocols, and further agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state, or local agency, department, commission, association, or other pertinent governing, accrediting, or advisory body, including but not limited to, the Office of Emergency Medical Services (OEMS).

4. The Ambulance Service shall provide effective physical security controls against theft and other diversion of medications in its possession. The Ambulance Service shall report any thefts of controlled substances as required by law. The Ambulance Service shall be solely responsible and liable for the loss or diversion of any medications that were in its possession or the possession of its employees, representatives, or agents.

5. Ambulance Service will supply the Hospital's Director of Pharmacy Services with a list of all other facilities that the Ambulance Service exchanges or replenishes medications at (Exhibit A), and will notify the Director of Pharmacy Services if this information changes.

6. Ambulance Service agrees to supply a current and regularly updated list of its EMT's that are authorized by the Ambulance Service to exchange medications on the Ambulance Service's behalf. Ambulance Service agrees to promptly notify the Director of Pharmacy Services of all changes involving EMTs, including all new hires and those individuals who terminated their arrangement with the Ambulance Service, or those who are suspended or otherwise not providing services. Notifications shall be made in writing no less than twenty-four (24) hours following a change in EMT staffing.

7. Ambulance Service shall maintain, or cause the EMTs to maintain, adequate professional liability insurance in the amount of One Million (\$1,000,000) per occurrence with a Five Million (\$5,000,000) annual aggregate or in such scope and amount as satisfies all applicable federal, state and local laws, whichever is greater.

8. TERM AND TERMINATION. The parties agree as follows:

8.1 The initial term of this Agreement shall be for two (2) year commencing on the Effective Date. Thereafter, this Agreement shall renew annually, subject to any updates, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then current term.

8.2 Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

8.3 Either party may terminate this Agreement with cause upon thirty (30) days written notice (which notice shall include the details of the nature and extent of the breach and specify the effective date of termination) if the other party materially breaches any provision of this Agreement and does not cure such breach to the reasonable satisfaction of the non-breaching party within such thirty (30) day period.

8.4 The Hospital may terminate this Agreement immediately upon the occurrence of any of the following events:

- a. Any conduct of the Ambulance Service, its EMTs, or its employees or agents which jeopardize the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the Hospital; or
- b. The loss of any license, certification, or permit necessary for the Ambulance Service's provision of Services hereunder;
- c. The Ambulance Service's failure to pay any amount due under this Agreement within thirty (30) days.

9. INDEMNIFICATION. The parties agree to indemnify, defend and hold each other harmless as follows:

9.1 The Ambulance Service will indemnify and hold the Hospital harmless from all claims, actions, liability, or expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Ambulance Service, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Ambulance Service under this Agreement.

9.2 Hospital will indemnify and hold the Ambulance Service harmless from all claims, actions, liability, or expenses (including costs or settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from alleged negligent or intentional actions or omissions of the Hospital, its employees or agents, or any failure to perform any obligation undertaken or any covenant made by the Hospital under this Agreement. Notwithstanding any provision of the foregoing, the indemnification obligations of Hospital as set forth herein shall be satisfied only through, and to the extent of, payments or reimbursements resulting from the insurance coverage maintained by Hospital at the time at which the underlying claim arose as set forth in this Agreement.

10. CONFIDENTIALITY. The parties agree as follows:

10.1 The Ambulance Service shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved in writing, any patient or medical record information regarding a patient of the Hospital. The Ambulance Service and its employees and agents shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the Hospital regarding the confidentiality of such information, including without limitation the Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR § 17.00 *et seq.*), the Massachusetts security breach laws (M.G.L. c. 93H), and the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended from time to time.

10.2 Each party to this Agreement, by virtue of entering into this Agreement, will have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of the other party. Each party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to its duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, costs, prices, and treatment methods at any time used, developed or made by the other party, and which is not otherwise available to the public.

11. NO EXCLUSION. Ambulance Service represents and warrants that neither it, nor any of its officers, employees and agents are presently debarred, suspended, or excluded from participation in any federally funded health care program, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program, and to Ambulance Service's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. The



Ambulance Service shall notify the Hospital immediately (but in no event more than seven (7) days) if it acquires knowledge of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event the Ambulance Service, its officers, employees or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program during the term of this Agreement, the Hospital may, at its discretion, immediately terminate this Agreement in its entirety, or may choose to immediately terminate this Agreement solely with respect to the excluded person.

12. COMPLIANCE Ambulance Service acknowledges and understands that the Hospital has adopted and implemented a corporate compliance program designed to promote the prevention, and resolution of conduct that does not conform to federal and state statutory and regulatory requirements and the requirements of third-party payor programs, as well as the Hospital's own ethical and business policies. The Ambulance Service represents and covenants that it will: (a) comply with all applicable federal and state statutes and regulations, third-party requirements; and (b) report to the Hospital in writing any known or suspected violations of any statutory or regulatory provision, third-party payor requirements.

13. ACCESS TO RECORDS Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the Ambulance Service will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing ambulance services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such ambulance services. If the Ambulance Service carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or organization, the Ambulance Service agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 96-499, '952 (' 1861(v)(1) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the Hospital or the Ambulance Service by virtue of this Agreement.

14. MISCELLANEOUS The parties agree as follows:

14.1 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of the Commonwealth of Massachusetts.

14.2 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

14.3 Modification. This Agreement may not be amended or modified except by mutual written agreement of the parties.

14.4 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally by certified or registered mail, return receipt requested, or by Federal Express

or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, to the addresses set forth above, in the case of the Hospital to the President with a copy to the General Counsel of Steward Health Care System LLC, 1900 N. Pearl Street, Suite 2400, Dallas, TX 75201, and in the case of the Ambulance Service to the Chief Executive Officer.

14.5 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

14.6 Referrals. The parties acknowledge that none of the benefits granted Ambulance Service hereunder are conditioned on any requirement that Ambulance Service generate business for Hospital. None of the medical control or other services provided to Ambulance Service or obligations satisfied by the Hospital in connection with this Agreement are conditioned on any requirement that Hospital or Hospital staff make referrals to, or be in a position to make or influence referrals to, or otherwise generate business for Ambulance Service. The parties further acknowledge that Hospital is not restricted from referring any patient to, or otherwise generating business for any other ambulance service provider of Hospital's choosing.

14.7 Non-Discrimination. The Ambulance Service shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, sex, religion, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of the Ambulance Service's activities.

14.8 Assignment. Neither party may assign this Agreement without the express prior written consent of the other party; provided, however, that the Hospital may assign this Agreement without the consent of the Ambulance Service to any entity controlling, controlled by, or under common control with the Hospital or to any entity which purchases all, or substantially all, of the assets of the Hospital.

14.9 The parties agree to review this Agreement at least annually and make any updates necessary to ensure it is consistent with current practice. In performing their respective obligations under this Agreement, the Parties each agree to be responsive, in a timely manner, to the other party's concerns and needs.

14.10 The parties agree to notify the Department in writing of any changes altering the specifics of this Agreement.

14.11 Authorization. By execution hereof, the undersigned signatory for the Ambulance Service represents that the Ambulance Service has taken all steps and obtained all authorizations and approvals necessary to execute and perform this Agreement.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed in their names and on their behalf, or by a duly authorized officer thereof, as of the Effective Date.

**STEWARD GOOD SAMARITAN MEDICAL CENTER, INC.**

\_\_\_\_\_  
By: Marisela Marrero, M.D.  
Title: President

\_\_\_\_\_  
Date

**Town of Medfield**

\_\_\_\_\_  
By: Michael Marcucci  
Title: Chairman Board of Selectmen

\_\_\_\_\_  
Date

**Exhibit A-List of Facilities where Ambulance Service replenishes medications.**

*{Ambulance service will list all facilities that they currently exchange or replenish medications at.}*





Nicholas Milano &lt;nmilano@medfield.net&gt;

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## Online Form Submittal: Annual Committee Questionnaire

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**noreply@civicplus.com** <noreply@civicplus.com>

Mon, Aug 2, 2021 at 4:05 PM

Reply-To: rawinograd@gmail.com

To: nmilano@medfield.net

### Annual Committee Questionnaire

Please complete the online form for the Annual Committee Questionnaire.  
The Board of Selectmen's Board and Committee Structure Policy is available [at this link](#).

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#### Contact Information

First Name	Medfield
Last Name	Committee
Email	<a href="mailto:rawinograd@gmail.com">rawinograd@gmail.com</a>
Name of Board / Committee / Commission	Medfield Energy Committee
Chair	Fred Davis

List of Members	Penni Conner Fred Davis Paul Fechtelkotter Cynthia Greene David Temple Jim Nail Alec Stevens Tricia Pembroke Megan Sullivan Hildrun Passas Robert Winograd George Whiting Jim Redden Andrew Jarrell
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Charter	<p>Memo from Board of Selectmen dated March 25, 2008:</p> <p>The Board of Selectmen appointed an Energy Committee to look, first and foremost, at the Town's energy use and, secondly, at the energy use of Town residents and businesses to see if the Town and its residents/businesses could save money and improve the environment, through the more efficient use of energy resources.</p> <p>In addition, the Board recognizes the responsibility of each and</p>
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every individual to do his/her part in reducing energy consumption and/or reducing potentially harmful emissions as part of a national energy conservation effort.

To this end, the Selectmen ask the Committee to look at the following areas:

- Establishment of a baseline for measuring progress on reduction of energy usage,
- Reduction of energy consumption through retrofitting of existing buildings, equipment, vehicles or processes,
- Design or purchase of energy efficient buildings, equipment, vehicles or processes,
- Utilization of alternative energy sources,
- Development of public relations measures to encourage energy conservation,
- Transportation initiatives.

The Selectmen recognize that the above list may not address all of the possible solutions to this problem, and encourage the Committee to develop its own agenda and initiatives.

To keep the Committee size at a reasonable level, Town officials were either made ex-officio members of the Committee or not appointed to the Committee, but they are available for consultation with you or for development of information, which will assist you in your deliberations.

It is hoped that your Committee will meet, regularly, with the Board of Selectmen to keep board members and the general public informed of its progress.

On behalf of the residents of Medfield, the Selectmen would like to thank you for undertaking this critical task.

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Upload Charter Here

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Dates of Meetings Held

Presuming you are asking for meetings held betw July 1 2020 - Jun 30 2021:

Dec 10, 2020

Dec 1, 2020 (with Board of Selectmen)

Nov 12, 2020

Oct 27, 2020 (with MEA/MassEnergize)

Sep 30, 2020

Aug 24, 2020

Jul 20, 2020

January 14, 2021

February 11, 2021

February 25, 2021 (with Permanent Planning and Building Committee/School

Building Committee/ Sustainability Subcommittee meeting)

March 11, 2021

April 8, 2021

May 13, 2021

June 10, 2021

June 17, 2021 (Public informational webinar: "Climate: The problem, the path and the plan for Medfield")

Status towards the Committee's Goals	<p>Engagements:</p> <ul style="list-style-type: none"> <li>-1- Community Choice Aggregation (CCA) Warrant Article passed at Town Meeting. A committee will report directly to the Board of Selectmen; MEC continues its pursuit. An RFP has been posted for selection of a CCA consultant to guide the committee and Town through the CCA regulatory process.</li> <li>-2- Net Zero Climate Goals Warrant Article passed at Town Meeting. A subcommittee of MEC is developing a Plan that will help promote, guide, educate Town residents, businesses and government in greenhouse gas reduction, sustainability and methods/tools to help make Medfield a Net Zero community by 2050 in accordance with the Massachusetts State goal.</li> <li>-3- Actively engaging with the MSHDC development of an RFP document that promotes importance of sustainable development as part of selection criteria; assist with selection.</li> <li>-4- Actively engaging with the Dale Street School Committee and its consultants providing input to and promoting construction of a Net Zero building</li> <li>-5- Actively supporting Town Government as it engages with (1) energy saving programs within existing Town buildings, (2) vehicle procurement, and (3) solar opportunities.</li> <li>-6- Seeking Sustainability Consultant</li> <li>-7- Further solar on remaining roofs and parking lots</li> </ul>
Significant Issues Anticipated in the Coming Fiscal Year (if any)	Capital planning for the next decade of decarbonizing town assets including buildings and vehicles.
Should this committee continue to exist?	<p>Yes</p> <ul style="list-style-type: none"> <li>--Continue with the programs engaged with in FY21 (reference Status towards the Committee's Goal)</li> <li>--Seek input to/involvement with the Town's capital planning program</li> </ul>
List Members for Reappointment	<p>Penni Conner  Fred Davis  Paul Fechtelkotter  Cynthia Greene  David Temple  Jim Nail  Alec Stevens  Tricia Pembroke  Megan Sullivan  Hildrun Passas  Robert Winograd  George Whiting</p>
Committee Composition	<p>Workgroups include:</p> <p>MSH  Dale St.  Solar</p>



Warrant Articles  
CCA  
Climate Plan (TOM CAP)  
Municipal Operations Energy  
Transportation

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**New Members**

Jim Redden  
Andrew Jarrell

note: these folks have accepted verbal invitation to membership, but have not been invited to submit a letter of interest

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**Key Committee  
Accomplishments in past  
year**

Please reference "Status towards the Committee's goals"

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**Requested budget for the  
coming fiscal year.**

TBD for FY23.  
MEC has not to date focused on developing an operational budget, but welcomes assistance to do so.  
Similarly, MEC seeks collaboration to appropriately develop recommendations for Capital Budget in the following categories: solar on remaining roofs and parking areas and landfill; and electrification of all vehicles and heating systems. These transitions are required for achieving Climate Action goals, and staged implementation needs planning as soon as possible.

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**Meeting with the Board of  
Selectmen**

As appropriate.

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**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:

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Warrant Committee:

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<b>Reserve Fund and Financial Policy Analysis</b>						
	<b>APPROVED</b>	<b>APPROVED</b>	<b>ESTIMATED</b>	<b>ESTIMATED</b>	<b>ESTIMATED</b>	<b>ESTIMATED</b>
	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24
<b>Expenditures</b>	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
<b>General Fund Expenditures</b>	<b>\$63,787,760</b>	<b>\$63,353,318</b>	<b>\$65,500,070</b>	<b>\$69,481,869</b>	<b>\$71,582,085</b>	<b>\$73,796,370</b>
<b>Reserves</b>						
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
<b>Total Reserves:</b>	<b>\$6,092,211</b>	<b>\$5,078,634</b>	<b>\$4,954,089</b>	<b>\$4,570,554</b>	<b>\$4,770,554</b>	<b>\$4,970,554</b>
Reserves as a % of General Fund Expenditures	9.55%	8.02%	7.56%	6.58%	6.66%	6.74%
<b>Financial Policy Test:</b>						
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						
<b>Other Reserves</b>						
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			



**TOWN OF MEDFIELD  
COMMONWEALTH OF MASSACHUSETTS**

**WARRANT FOR THE NOVEMBER 7, 2021  
SPECIAL TOWN MEETING**

Norfolk, ss.

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

In the name of the Commonwealth, you are directed to notify and warn the inhabitants of the Town of Medfield, qualified to vote in Town Meetings, to meet at the Amos Clark Kingsbury High School Gymnasium, located at 88R South Street, in said Medfield on SUNDAY the SEVENTH day of November, A.D. 2021 at 12:00 PM, then and there to act on the following articles:

**Article 1.** To see if the Town will appropriate a sum of money to pay costs of constructing a new elementary school located on the campus of the Wheelock School at 17 Elm Street in Medfield, Massachusetts, to replace the Dale Street School, including the payment of all costs related to designing the new school project, equipping and furnishing the school, site improvements, and all other costs incidental and related thereto (the "Project"), which new school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the Town may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), and to determine if said appropriation shall be expended under the direction of the Dale Street School Building Committee; to determine if said appropriation shall be raised by borrowing or otherwise; to determine if the Town shall acknowledge that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town and that any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) forty-four and ninety hundredths percent (44.90%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; to determine if the amount of any borrowing authorized for the project shall be reduced by any grant amount set forth in and received pursuant to the Project Funding Agreement that may be executed between the Town and the MSBA; to determine whether any premium received by the Town upon the sale of any bonds or notes approved for the project, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved for the project in accordance with G.L. c.44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; to determine whether the appropriation and any borrowing authorized for the project shall be contingent upon the Town's passage of a ballot question to exempt the principal and interest payments on such

borrowing from the tax limitations of G.L. c.59, §21C (Proposition 2 ½); or to take any other action relative thereto.

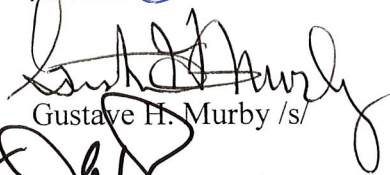
(Board of Selectmen, School Committee, and Dale Street School Building Committee)

And you are directed to serve the Warrant by posting an attested copy thereof, in the usual places for posting warrants in said Medfield, fourteen days at least before the time of holding said Special Town Meeting.

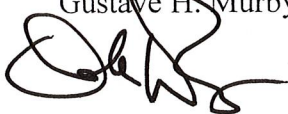
Hereof fail not and make due return of this Warrant with your doings thereon, unto the Town Clerk at the time and place of the Special Town Meeting aforesaid. Given unto our hands this nineteenth day of October, Two-Thousand and Twenty-One.



Michael T. Marcucci /s/



Gustave H. Murby /s/



Osler L. Peterson /s/

BOARD OF SELECTMEN

By virtue of this Warrant, I have notified and warned the Inhabitants of the Town of Medfield, qualified to vote in elections and at town meetings, by posting attested copies of the same at five public places fourteen days before the date of the Special Town Meeting as within directed.

Constable: 

Date: 10-20-21

A TRUE COPY ATTEST

MARION BONOLDI, /s/

Town Clerk





## **ADVERTISEMENT**

### **Town of Medfield Request for Proposals**

#### **Housing Options Incentive Program**

The Town of Medfield (the “Town”), acting through its Board of Selectmen is issuing this Housing Options Incentive Program (“the Program) Request for Proposals (RFP) for disbursement of up to \$800,000 of subsidy funds to support this Pilot Round of the Program. Anyone interested can obtain a copy of the Request for Proposals from the Town’s website: <http://ma-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 "Housing Options Incentive Program" 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**

#### **Housing Options Incentive 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 the 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 Program 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**

<b><i>RFP Selection Schedule (subject to change at Town's discretion)</i></b>		
1.	BoS Review/Approve RFP	Submit by 10/14 for packets for the 10/19 meeting
2.	RFP Release	11/3/21
3.	Ad in Central Register	November 10, 2021 (Submit by 11/4/21)
4.	Ad in <i>The Press</i>	November 12, 2021 and November 19, 2021
5.	On-site Meeting Registration	Tuesday, November 16, 2021 by 4:00 pm
6.	On-site Meeting	Wednesday, November 17, 2021 at 10:00 am
7.	Questions Due	Monday November 29, 2021 by 4:00 pm
8.	Answers Distributed	Monday, December 6, 2021 by 4:00 pm
9.	Proposals Due	Friday, December 31, 2021 by 10 am

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](mailto:sraposa@medfield.net).

Questions regarding the project may be submitted in writing to Sarah Raposa, Town Planner at [sraposa@medfield.net](mailto: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.<sup>1</sup>
  - 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.

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<sup>1</sup> 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%):**

- l) 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*

*Federal Identification Number*

---

*Signature of Individual or Corporate Name*

---

*Corporate Officer*

*(if applicable)*

## FORM C - PRICE PROPOSAL

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

The undersigned 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



## **MUNICIPAL AGGREGATION SERVICES AGREEMENT**

This Municipal Aggregation Services Agreement ("Agreement") is made and entered into and effective on this 2nd day of November, 2021 ("Effective Date") by and between the **Town of Medfield** ("Municipality"), a Massachusetts municipal corporation, with offices located at 459 Main Street, Medfield, MA 02052, acting by and through its Town Administrator, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

### **Recitals**

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" which provides electric power services for the Municipality's residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality focusing primarily on the creation, authorization, implementation and management of its municipal aggregation plan (the "Program"), as defined by, and in compliance with, all applicable provisions of Section 134 of Chapter 164(a) of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

### **Provisions**

**I. Performance of the Services.** At the Municipality's discretion, Service Provider shall perform each of the following activities and services (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services.

A. Assist the Municipality in the preparation of a community electricity aggregation plan (the "Plan") in consultation with the Municipality, including the following issues, as applicable:

- Overview of process and consequences of aggregation.
- Classes of customers that may participate.
- Program organizational structure.
- Program operations.
- Program funding.
- Rate setting and cost allocation among participants.
- Entering and terminating agreements.
- Rights and responsibilities of program participants.
- Extension or termination of program.
- Renewable energy content and sourcing

- B. Assist the Municipality with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the Board of Selectmen for review and/or approval;
- C. Lead and assist with all required consultations and filings with the Massachusetts Department of Energy Resources (“DOER”) and the Massachusetts Department of Public Utilities (“DPU”) in regard to the Plan;
- D. Provide Municipality with information on electric power pricing, market trends and any other relevant information to support the Service Provider’s recommendation for timing of Request for Bids (“RFB”) for electric service. Prepare bid specifications and procure competitive bids from licensed, competitive suppliers for electric service. Assist in analysis of bids to determine most advantageous proposal based on price and other factors, with final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality;
- E. Develop the contract terms and conditions for the Electric Service Agreement (“ESA”) between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan or further regulatory requirements. Assist with negotiations of an ESA with the selected licensed competitive suppliers, to the extent permitted by law.
- F. Assist the Municipality in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as approved by the DPU;
- G. Assist the Municipality in the operation of its municipal aggregation program, including monitoring the energy service supplier’s performance in: maintaining accurate customer lists, including lists of eligible customers not participating in the program; conducting regular sweeps to offer program services to new or eligible customers; preparing and mailing of opt-out notices; and enrollment of new customers.
- H. Monitor and report on changes to applicable regulatory or statutory requirements for municipal aggregation programs and assist the Municipality in managing and amending, as necessary, the Municipality’s aggregation plan and in the preparation of any reports to, or responses to information requests from, the DPU or DOER.
- I. In the event any dispute arises under the ESA, the Service Provider shall assist the Municipality in assessing the dispute and responding to any claims consistent with the requirements of the ESA, including negotiating an amendment to the ESA, if warranted. If the Municipality and Competitive Supplier are unable to resolve the matter and initiate formal dispute resolution provisions or seek other legal remedies, Service Provider will provide technical assistance to the Municipality. Municipality acknowledges that the Service Provider is not a party to the ESA and that it will be the responsibility of the Municipality to retain independent legal representation in the event of a formal dispute or litigation.
- J. Assist Municipality, along with Service Provider’s expert partners such as Sustainable Energy Advantage, with development and implementation of strategies or programs to support the development of new clean energy resources which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating contracts with renewable energy brokers or developers, or developing contract terms



and conditions for investments in renewable energy projects with renewable energy brokers and developers. Such assistance shall include identification of any regulatory requirements and preparation of any related regulatory filings or submissions.

K. Assist Municipality with the development of an opt-up or green-up program to educate consumers and encourage program participants to elect optional products to support the development of new clean energy resources, and work with Municipality and expert partners to develop new, innovative green-up products.

L. Manage a comprehensive marketing, education and public outreach program during aggregation plan development and during operation of the aggregation plan, at no cost to, and with approval of, the Municipality. Information to be conveyed includes revisions to program provisions and prices, responses to frequently asked questions, program goals and performance, rights and procedures for program participants, contact information for customer inquiries and details regarding the Program's electric supply and renewable attributes.

M. Obtain from energy supplier and provide to Municipality once a quarter, or as otherwise agreed to with the Municipality, reports on account level usage data including:

1. The total usage (kWh) in each available rate offered by the aggregation;
2. The total number of accounts in each rate offered by the aggregation;
3. The total number of opt-outs and opt-ins;
4. Costs savings achieved compared to known LDC rates;
6. Applicable summary information supporting the development of MA Class I RECs: and
7. Other criteria the Municipality requests as relevant.

Such reports may be provided through a portal accessible to Municipal officials.

N. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.

O. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

P. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.

## **II. Obligations of Municipality.**

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to amend, as necessary, its aggregation plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Municipal Aggregation Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development and implementation of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

**III. Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier currently in effect or entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), including fees related to volumes of electricity purchased during the term of the Electric Service Agreement but billed and paid after the expiration of the Electric Service Agreement, provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

**IV. Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. Said price per kWh shall be the complete price for all services and

expenses incurred by the Service Provider. The Municipality shall not be liable for any payments for Services to the Service Provider or any third-party. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.

- V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

**VI. Indemnification.**

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

**VII. Insurance.**

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.

- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at its own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.
- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.
- D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

#### **VIII. Right to Audit.**

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

#### **IX. Taxes and Certifications.**

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).

- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
  - C. Service Provider has the following federal identification number for income tax purposes:  
43-2003973
  - D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.
- X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.
- XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.
- XII. Discrimination.** To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.
- XIII. Confidential and Proprietary Information.**
- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider or the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.
  - B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.
  - C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information

provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

**D. Proprietary Rights, Survival.** The obligations under this Article XIII shall survive the conclusion or termination of this Agreement for two (2) years.

**XIV. Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

**XV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XVI. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

**XVII. Compliance with Laws.** Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**TOWN OF MEDFIELD**

By its Board of Selectmen, duly authorized,

BY: \_\_\_\_\_,

PRINTED NAME: Michael T. Marcucci

TITLE: Chair

BY: \_\_\_\_\_,

PRINTED NAME: Gustave H. Murby

TITLE: Clerk

BY: \_\_\_\_\_,

PRINTED NAME: Osler L. Peterson

TITLE: Third Member

**GOOD ENERGY, L.P.**

**By: Good Offices Technology Partners, LLC, its General Partner**

BY: \_\_\_\_\_, duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager







## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT #**Medfield 2021-06

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

This Contract is made this 2nd day of November, 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 Spark Energy Conservation LLC having a usual place of business at 28 Crescent Road, Winchester, MA 01890 hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform sustainability coordinator services, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Scope of Services and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish sustainability coordinator services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. 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: November 2, 2021 through June 30, 2022, with two one-year renewals upon mutual written agreement between the Town and the Contractor, subject to annual appropriation.
6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A, not to exceed \$20,000. The Contractor shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care. 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 Sustainability Coordinator industry currently practicing under similar circumstances. 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 Professional Liability with minimum limits of \$1 million 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



**TITLE PAGE**

Response to:  
**Town of Medfield**  
**RFP for Sustainability Coordinator Services**

September 13, 2021

Susan McPhee, President  
Spark Energy Conservation, LLC

sgmcphee@me.com

28 Crescent Road  
Winchester, MA 01890

Phone: 781/507-5880



## **References**

Following is a list of all of Spark's municipal clients. We have worked with two municipalities for the past five, or more, years. In each case, the contact listed is the primary contact in that municipality. Contact details available upon request.

Town of Winchester (2009 to present)

Karl Rexer, Chair, Energy Management Committee

LeeAnn Fleming McGahan, DPW Business Manager

City of Woburn (2011 to present)

Dan Orr, Assistant Planner

Lenny Burnham, Deputy Superintendent Public Works

City of Waltham (2018 to present)

Catherine Cagle, Planning Director

Town of Stoneham (2018 to present)

Erin Wortman, Director of Planning

City of Malden (2018 to present)

Eric Rubin, Public Facilities Director

**Spark Energy Conservation  
Town of Medfield  
RFP for Sustainability Coordinator Services**

**WORKPLAN**

**Experience**

Spark Energy Conservation, led by Susan McPhee, has worked with municipalities on energy conservation and sustainability for over ten years. Susan has worked on all facets of **Green Communities** efforts, including designation, grant applications, reporting and close out, annual reports and technical assistance grants. Additionally, Susan and Spark have worked with municipalities on other funding opportunities, where ever they may arise, such as utility programs, federal grants, VW Settlement and more. To date, Spark's towns and cities have been awarded over \$5,296,000 in grants. Additionally, millions of dollars of utility incentives have gone along with these grants to help fund energy conservation work.

In addition, Spark has assisted on numerous other energy conservation and sustainability related efforts, such as Community Choice Aggregation, school building projects, renewable energy projects, community solar, HeatSmart and Solarize campaigns and more.

**Team**

Spark's team also includes Laura Turenne and Fritzie Nace, both of whom have been involved with sustainability projects, in a volunteer capacity, for many years. Laura joined Spark in 2018, while Fritzie joined in 2014. Fritzie has deep knowledge of clean heating and cooling, community choice aggregation, community outreach and recycling. Laura's focus includes electric vehicles and EV charging, VW Settlement awards, as well as great administrative skills. The whole Spark team works together to write grants, update MassEnergyInsight, complete Green Communities annual reports and more.

**Approach and Methodology**

The Spark team's approach to **project development**, frequently relating to Green Communities **grant applications**, and to other projects as well, is to begin with the facilities team. First, we start by checking in on the priorities of the facilities team and the town leadership. What equipment is reaching the end of its useful life? Where are there numerous faults or consistent discomfort? Another tool to identify projects is MassEnergyInsight – looking for buildings with high energy intensity or an unexpected spike in energy use – see if this highlights an opportunity.

Second, we line up audits and scoping walk throughs. For Green Communities work, utility pre-approved vendors will do scoping audits at no cost, provided they get the work should a grant be awarded.

If a **whole building audit** is called for, we can approach the utilities and request funding for an audit or apply for technical assistance from DOER to pay for a report. Whole building audits are great for creating a road map of projects to get an older building in shape – improve efficiency, reduce costs and increase occupant comfort. A well written report will include the



potential cost and savings for multiple projects in a building, which then get added to the “bench” of projects to consider for grant applications.

Third, we assess all projects for opportunities for utility incentives as well as potential grant funding. These funding opportunities, along with availability of and priorities for town capital funds, are used to create cost benefit analyses that guide what projects to prioritize for grant applications.

In terms of **Green Communities grant planning**, we always scope out more projects than we will apply for, so there is a “bench” of projects for the future. This can be advantageous if there are last minute opportunities that arise, or if priorities change at the utilities or at DOER and funds become available.

Once projects have been scoped, the Spark team will make recommendations about how to prioritize grant projects. However - project selection is the town’s decision.

Having identified the projects that will move forward, the Spark team writes the grant narratives, makes sure the utility applications are complete and all attachments are organized for the grant application, so it can be submitted on time.

Spark also follows up on implementation and quarterly reports for Green Communities Grants. The town facilities team is in charge of day to day project supervision, on site. Spark helps to line up start dates and work flow, and makes sure that vendors follow through on their commitments.

As **electrification** increases in importance and affordability, using this approach to ascertain where heat pumps, VRF or EVs are most viable will be a valuable tool to create a road map to a **net zero** future.

As an example, Spark has created an outline of anticipated electric vehicle launches over the coming years, so capital can be planned for fleet electrification for all types of vehicles.

**Renewable Energy** projects for existing facilities can be similarly assessed and prioritized. Taking into account the age of roofs on existing structures, shade cover, etc., Spark would encourage the town to do an over-all assessment of solar opportunities that would drive decision making. Power Purchase Agreements (PPAs) can then be bundled – and even combined with batteries – to maximize revenue for the town.

Spark has helped to plan and implement numerous roof top arrays on school and municipal buildings, across three municipalities.

Spark has not, to date, fully participated in the process of closing a landfill and installing ground mount solar. We would welcome the opportunity to participate in this process. Additionally, there are several reputable solar engineers with whom we have worked, who we would be happy to refer to the town, should the town want to double check proposals or plans.

A crucial shift in mind set for all town employees and volunteers, is that every **equipment replacement is an opportunity** to further sustainability goals. It is incumbent upon us all to shift every possible new piece of equipment to carbon neutral or low carbon from here on out, if we are to reach our net zero goals and combat climate change.

Another way to look at it is if a boiler needs to be replaced, we cannot assume that a like with like replacement is the best approach. We have to do a deeper dive and consider all alternatives, taking into account both economics and carbon emissions.

Similarly, residents should be encouraged to think of every boiler, AC or vehicle replacement as an opportunity to address climate change and reduce carbon emissions. Always considering the low/no carbon options is a critical shift in thought process for the town to keep in mind and to share with residents.

Spark has worked effectively with Winchester's **Energy Management Committee** for many years, helping to plan agendas, propose and then implement projects, surface issues and ideas to other committees and boards as needed, occasionally take proposals to town meeting on behalf of the committee.

Spark is happy to work with the **Medfield Energy Committee** in whatever way the committee sees is effective, attending meetings as needed. An initial suggestion is to look at developing an **Energy Revolving Fund** to assist in garnering resources for energy conservation projects. (Energy Revolving Fund monies can help in getting grants as the town displays commitment to projects by allotting town funds in addition to requested grant funds – all while steering clear of capital.) Committee interaction would also include periodic review of energy use, by building, town wide, etc.

Spark has also worked on **school building projects**, to help insure energy conservation and sustainability is 'baked in' to the towns' new infrastructure - while bearing in mind limited funding. An example of this is Winchester High School, opened in 2017, that came in on time and on budget and is also LEED Gold, saving 38% of nat gas and 9% of electricity vs old building – both results are better than projections. Assisting on school building projects requires attending some school building committee meetings, particularly if there is a sustainability subcommittee.

Key to building effective, sustainable, efficient buildings is being involved early – right out of the gate, before any designing has happened.

The Spark team has worked on **Community Choice Aggregation** projects as well. In Winchester, Spark was involved at every step of the way, from conception through public meetings to implementation and outreach. In Waltham and Stoneham, Spark helped to answer initial questions as the community approached the effort. Additionally, Spark has assisted with public outreach in Winchester and Stoneham, helping to run meetings to answer questions about CCA, particularly with Seniors. Communication is key to success with CCA programs and Spark has experience with this messaging and outreach.

Woburn and Malden are still considering whether to move forward with CCA. Spark has met with city leadership to field questions about how CCA works, how it is implemented and results thus far.

**MassEnergyInsight** is a key tool for tracking energy usage, evaluating potential energy conservation projects and tracking the efficacy of projects completed. Maintaining the quality

of data in MassEnergyInsight is part of being a Green Community in good standing. Spark has filled this role for all of our communities.

Each year, at the close of the fiscal year, we work with town staff to gather the data that is not uploaded by the utilities and we input the data. We scrub the utility down-loaded data, looking for flaws and speak with town employees to see if the flaws make sense or not. Where necessary, we contact the utilities to question odd data, see if we can fix it. Sometimes odd data leads to another potential energy saving project we can scope out.

Once MassEnergyInsight is updated, Spark works on the **Green Communities Annual Report** submission – another requirement for remaining a Green Community in good standing. In addition to MEI data, we gather vehicle information and write narratives for the annual report.

Following submission of the annual report, we normally schedule a review with town leadership to go over progress towards green goals, such as the Green Communities 20% energy reduction goal. This could include the Medfield Energy Committee, Town Manager and Select Board, School Committee and Superintendent, Finance Committee – any interested town bodies or boards that the town would like to be involved in sustainability efforts.

Saving energy and working with municipalities towards a sustainable future are what Spark is all about. We love what we do because we are passionate about the results that we are working towards.

We take pride in each step along the way – each completed project is a step forward.

Spark would appreciate the opportunity to work with the Medfield team on this journey to sustainability. Thank you for the opportunity to apply.

## Attachment A

### Price Proposal Sheet

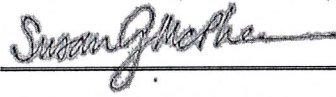

PROJECT: Sustainability Coordinator Services

*Enclose an hourly rate sheet for services*

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: Susan G. McPhee

(Print Name)

Signed:  

Contact Person (Name and Title): Susan G. McPhee

Company Name: Spark Energy Conservation, LLC

Address: 28 Crescent Rd, Winchester, MA 01890

Telephone: 781-507-5880

E-mail: sgmcphee@me.com

Spark Energy Conservation

Town of Medfield: Sustainability Coordinator Services

-

## **Attachment A**

-

Price Proposal Sheet: Hourly Rate Sheet

-

-

Spark Energy Conservation's hourly rate is \$100 per hour.

Based on our experience in other towns, we estimate annual expense to the town of roughly \$25,000.

## Attachment B

### Certificate 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 signing bid or proposal

\_\_\_\_\_  
Susan G. McPhee

Print Name

\_\_\_\_\_  
President

Title

\_\_\_\_\_  
Spark Energy Conservation, LLC

Name of Organization

\_\_\_\_\_  
9/13/21

Date

## Attachment C

### Certificate of Tax Compliance

#### CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support\*.



\*\*Signature of Individual

136-56-4124

\*\*\*Contractor's Social Security Number or Corporate Contractor Federal Identification Number

By: 

Corporate Officer (Mandatory, if applicable)

Date: 9/13/21

\*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

\*\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.





## **MUNICIPAL AGGREGATION SERVICES AGREEMENT**

This Municipal Aggregation Services Agreement ("Agreement") is made and entered into and effective on this 2nd day of November, 2021 ("Effective Date") by and between the **Town of Medfield** ("Municipality"), a Massachusetts municipal corporation, with offices located at 459 Main Street, Medfield, MA 02052, acting by and through its Town Administrator, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

### **Recitals**

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" which provides electric power services for the Municipality's residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality focusing primarily on the creation, authorization, implementation and management of its municipal aggregation plan (the "Program"), as defined by, and in compliance with, all applicable provisions of Section 134 of Chapter 164(a) of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

### **Provisions**

**I. Performance of the Services.** At the Municipality's discretion, Service Provider shall perform each of the following activities and services (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services.

A. Assist the Municipality in the preparation of a community electricity aggregation plan (the "Plan") in consultation with the Municipality, including the following issues, as applicable:

- Overview of process and consequences of aggregation.
- Classes of customers that may participate.
- Program organizational structure.
- Program operations.
- Program funding.
- Rate setting and cost allocation among participants.
- Entering and terminating agreements.
- Rights and responsibilities of program participants.
- Extension or termination of program.
- Renewable energy content and sourcing

- B. Assist the Municipality with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the Board of Selectmen for review and/or approval;
- C. Lead and assist with all required consultations and filings with the Massachusetts Department of Energy Resources (“DOER”) and the Massachusetts Department of Public Utilities (“DPU”) in regard to the Plan;
- D. Provide Municipality with information on electric power pricing, market trends and any other relevant information to support the Service Provider’s recommendation for timing of Request for Bids (“RFB”) for electric service. Prepare bid specifications and procure competitive bids from licensed, competitive suppliers for electric service. Assist in analysis of bids to determine most advantageous proposal based on price and other factors, with final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality;
- E. Develop the contract terms and conditions for the Electric Service Agreement (“ESA”) between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan or further regulatory requirements. Assist with negotiations of an ESA with the selected licensed competitive suppliers, to the extent permitted by law.
- F. Assist the Municipality in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as approved by the DPU;
- G. Assist the Municipality in the operation of its municipal aggregation program, including monitoring the energy service supplier’s performance in: maintaining accurate customer lists, including lists of eligible customers not participating in the program; conducting regular sweeps to offer program services to new or eligible customers; preparing and mailing of opt-out notices; and enrollment of new customers.
- H. Monitor and report on changes to applicable regulatory or statutory requirements for municipal aggregation programs and assist the Municipality in managing and amending, as necessary, the Municipality’s aggregation plan and in the preparation of any reports to, or responses to information requests from, the DPU or DOER.
- I. In the event any dispute arises under the ESA, the Service Provider shall assist the Municipality in assessing the dispute and responding to any claims consistent with the requirements of the ESA, including negotiating an amendment to the ESA, if warranted. If the Municipality and Competitive Supplier are unable to resolve the matter and initiate formal dispute resolution provisions or seek other legal remedies, Service Provider will provide technical assistance to the Municipality. Municipality acknowledges that the Service Provider is not a party to the ESA and that it will be the responsibility of the Municipality to retain independent legal representation in the event of a formal dispute or litigation.
- J. Assist Municipality, along with Service Provider’s expert partners such as Sustainable Energy Advantage, with development and implementation of strategies or programs to support the development of new clean energy resources which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating contracts with renewable energy brokers or developers, or developing contract terms

and conditions for investments in renewable energy projects with renewable energy brokers and developers. Such assistance shall include identification of any regulatory requirements and preparation of any related regulatory filings or submissions.

K. Assist Municipality with the development of an opt-up or green-up program to educate consumers and encourage program participants to elect optional products to support the development of new clean energy resources, and work with Municipality and expert partners to develop new, innovative green-up products.

L. Manage a comprehensive marketing, education and public outreach program during aggregation plan development and during operation of the aggregation plan, at no cost to, and with approval of, the Municipality. Information to be conveyed includes revisions to program provisions and prices, responses to frequently asked questions, program goals and performance, rights and procedures for program participants, contact information for customer inquiries and details regarding the Program's electric supply and renewable attributes.

M. Obtain from energy supplier and provide to Municipality once a quarter, or as otherwise agreed to with the Municipality, reports on account level usage data including:

1. The total usage (kWh) in each available rate offered by the aggregation;
2. The total number of accounts in each rate offered by the aggregation;
3. The total number of opt-outs and opt-ins;
4. Costs savings achieved compared to known LDC rates;
6. Applicable summary information supporting the development of MA Class I RECs: and
7. Other criteria the Municipality requests as relevant.

Such reports may be provided through a portal accessible to Municipal officials.

N. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.

O. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

P. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.

## **II. Obligations of Municipality.**

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to amend, as necessary, its aggregation plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Municipal Aggregation Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development and implementation of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

**III. Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier currently in effect or entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), including fees related to volumes of electricity purchased during the term of the Electric Service Agreement but billed and paid after the expiration of the Electric Service Agreement, provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

**IV. Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. Said price per kWh shall be the complete price for all services and

expenses incurred by the Service Provider. The Municipality shall not be liable for any payments for Services to the Service Provider or any third-party. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.

- V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

**VI. Indemnification.**

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

**VII. Insurance.**

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.

- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at its own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.
- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.
- D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

#### **VIII. Right to Audit.**

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

#### **IX. Taxes and Certifications.**

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).

- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
  - C. Service Provider has the following federal identification number for income tax purposes:  
43-2003973
  - D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.
- X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.
- XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.
- XII. Discrimination.** To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.
- XIII. Confidential and Proprietary Information.**
- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider or the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.
  - B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.
  - C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information

provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

**D. Proprietary Rights, Survival.** The obligations under this Article XIII shall survive the conclusion or termination of this Agreement for two (2) years.

**XIV. Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

**XV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XVI. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

**XVII. Compliance with Laws.** Service Provider shall comply with all applicable laws and regulations in the performance of the Services.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**TOWN OF MEDFIELD**

By its Board of Selectmen, duly authorized,

BY: \_\_\_\_\_,

PRINTED NAME: Michael T. Marcucci

TITLE: Chair

BY: \_\_\_\_\_,

PRINTED NAME: Gustave H. Murby

TITLE: Clerk

BY: \_\_\_\_\_,

PRINTED NAME: Osler L. Peterson

TITLE: Third Member

**GOOD ENERGY, L.P.**

**By: Good Offices Technology Partners, LLC, its General Partner**

BY: \_\_\_\_\_, duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager







**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,  
RE: PFAS FEASIBILITY STUDY AND CONCEPTUAL DESIGN**

**CONTRACT #** DPW 2021-15

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

This Contract is made this 2nd day of November 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

**WITNESSED:**

Whereas, the Town requested a proposal for Consulting Engineering Services for a PFAS feasibility study and conceptual design, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the Consulting Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Contractor,

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

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

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, November 2, 2021 to June 30, 2022. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$60,900.00** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Contractor's Standard of Care: The Contractor shall provide Consulting Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Contractor represents that it is knowledgeable about Federal and State statutes and regulations applicable to public water supply systems, including water quality standards, the purpose of which is to purify water drawn from wells to meet said standards.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

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 at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this

Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have

been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.



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

(Contractor)

Board of Selectmen

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Town of Medfield, MA

\_\_\_\_\_  
Mark G. Cerel, Town Attorney

\_\_\_\_\_  
Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### EXAMPLE CLERK'S CERTIFICATE

\_\_\_\_\_  
Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

\_\_\_\_\_  
Clerk of Corporation  
SEAL

# ATTACHMENT

A

October 19, 2021

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

**RE: Medfield Public Water System  
PFAS Feasibility Study and Conceptual Design  
Proposal for Professional Engineering Services**

Dear Mr. Goulet,

At your request, Environmental Partners Group, LLC (Environmental Partners) prepared this letter proposal to provide the Town of Medfield with a feasibility study related to treatment of drinking water for Per- and Polyfluoroalkyl Substances (PFAS) at three of the Town's public water supply wells (Wells 1, 2 and 6). Our scope of work reflects our recent discussions regarding PFAS impacts to the Town's water supplies. The prepared scope and budget was based on our familiarity with the Town's water supply sources, our PFAS treatment system design experience, and the current regulatory environment for PFAS in Massachusetts.

## Project Understanding

In October 2020, Massachusetts Department of Environmental Protection (MassDEP) finalized revisions to the drinking water regulations (310 CMR 22), which now include a maximum contaminant level (MCL) for PFAS. According to 310 CMR 22.07G, a water supplier will be in violation of the MCL if PFAS6, defined as the sum of six specific PFAS compounds, exceeds 20 parts per trillion (ppt) at the entry point to the distribution system on a regular basis.

Because the Town serves between 10,000 and 50,000 customers, the new regulations required the Town to begin PFAS6 compliance sampling in April 2021. As part of the MassDEP's PFAS screening grant, the Town completed initial screening of their five public water supply wells (1, 2, 3, 4 and 6) in February 2021 and confirmatory round of sampling in March 2021. The initial screening results observed levels of PFAS6 below the 20 ppt MCL at each of the wells point of entry to the distribution system. The initial screening levels exceeded 10 ppt at wells 1, 2 and 3 and the Town has continued with monthly water quality screening of these sources since April 2021. Levels at wells 4 and 6 were below 10 ppt and only require screening the first month of each quarter. PFAS levels in Well 3 have decreased below 10 ppt since the monthly monitoring began. PFAS levels in Wells 1 and 2 have remained consistently above 10 ppt, but below the 20 ppt MCL. PFAS levels in Wells 4 and 6 have been as low as non-detect during the course of monitoring completed to date in 2021.

In addition, the Town has taken the proactive approach to design the proposed groundwater treatment plant for Wells 3 and 4 to accommodate future space for integration of additional treatment systems for PFAS

Due to the continued detection of PFAS in the Town's water supply wells, the Town has requested that a feasibility study evaluate implementation of additional water treatment technology at Wells 1, 2 and 6 for the removal of PFAS6 compounds. The Well 1 and 2 WTP currently provides for source water volatile organic compounds (VOCs) removal through an aeration tower, but this treatment practice does not readily remove PFAS. The Town's current chemical treatment practices (pH adjustment with sodium hydroxide and disinfection with sodium hypochlorite) at each of their wells also do not address PFAS.

Based on our recent discussions with you, our experience assisting municipalities with PFAS challenges, and our understanding of the Town's goals, Environmental Partners prepared the following Scope of Services.

## Task 1 – Identification of PFAS Treatment Challenges

Under this task, Environmental Partners will provide the following services:

### Task 1.1 – Kick-off Meeting and Site Visit

- Coordinate a kick-off meeting between the Town and Environmental Partners to review the scope of work and discuss the water quality, operations, and existing conditions of the Town's Wells 1, 2 and 6. Environmental Partners will prepare a meeting agenda and summary.
- Conduct a site visit accompanied by Town staff and our electrical subconsultant to observe the existing condition of the Town's Wells 1, 2 and 6 and investigate potential locations for additional temporary and permanent treatment facilities.

### Task 1.2 – Records Review

- Submit a request for information for records of the Town's wells including water quality data, facility as-built/record drawings, engineering studies, pilot studies, the 2019 and 2020 annual statistical reports, and recent sanitary survey reports.
- Review available records to identify potential challenges associated with the following:
  - Water quality (e.g. elevated levels of iron, manganese, total dissolved solids, naturally occurring organic matter)
  - Hydraulics (e.g. pump capacity review, integration of system with aeration tower at Wells 1 and 2)
  - Siting (e.g. land ownership, source protection buffers, available space, property setbacks, wetlands)
  - Existing treatment (e.g. pre-chlorination, pH adjustment, and blended sources)
  - Regulatory (e.g. procurement, treatment facility modifications, maximum contaminant levels) requirements for implementation of PFAS treatment at the well stations.

### Task 1.3 – Water Quality Sampling and Well Upgrade Recommendations

- Based on a review of available water quality data, provide a recommendation for a supplemental water quality sampling protocol to develop baseline data for the potential future design of PFAS treatment at the well stations.
- Prepare fact sheets summarizing existing conditions, potential challenges, and requirements for the Well 1 and 2 WTP, and Well 6 pump station. The fact sheets will be included in the Conceptual Design technical memorandum prepared in Task 2.
- This task does not include any water quality sampling or testing.

## Task 2 – Feasibility Study and Conceptual Design

This Task is intended to provide the Town with a feasibility study and conceptual design for interim and long-term treatment approaches for the removal of PFAS6 at Wells 1, 2 and 6.

Under this task, Environmental Partners proposes the following services:

### Task 2.1 – Design, Permitting and Construction Requirements

- Develop a summary of key water quality, pretreatment, design, permitting, and construction considerations for PFAS treatment at Wells 1 and 2 WTP, and Well 6 pump station based upon the findings developed in Task 1. These requirements will be incorporated into the Technical memorandum prepared under Task 2.
- Summarize the water quality at the impacted wells and develop recommendations for pretreatment upstream of potential PFAS removal systems.
- Develop conceptual site figures identifying key siting constraints and potential layout areas for temporary and permanent treatment systems at Wells 1 and 2 WTP, and Well 6 pumping station.
- Coordinate a meeting with the Town to discuss the design, permitting and construction requirements.

### Task 2.2 – Conceptual Design

- Develop conceptual design plans for temporary and permanent treatment systems including process flow diagram, civil-site layout, process-mechanical layout plan, process and instrumentation diagram, and electrical single-line diagram for the Wells 1 and 2 WTP, and Well 6 pumping station.

### Task 2.3 – Opinions of Probable Construction Cost

- Develop planning level opinions of probable construction cost (OPCCs) for pretreatment and hydraulic upgrades to support an interim and a permanent future vessel-based PFAS removal system at the Wells 1 and 2 WTP, and Well 6 pumping station.

### Task 2.4 – Technical Memorandum

- Prepare a draft technical memorandum summarizing the findings and recommendations developed in Tasks 1 and 2. Recommendations will consider both short term (rental system) and long term (permanent/winterized system) treatment strategy. Submit the draft technical memorandum to the Town for review and comment.
- Coordinate a meeting with the Town to discuss the findings and recommendations of Tasks 1 and 2.

- Prepare and submit a final technical memorandum based on feedback from the Town.
- Prepare one presentation on the Town's PFAS6 response action completed to date and the findings and recommendations from the feasibility study.

## Fee

Environmental Partners proposes to perform the indicated Scope of Services for the lump sum fee of Sixty Thousand and Nine Hundred Dollars (\$60,900). A breakdown of the fee by tasks is presented in the table below.

Task Description	Budget
Task 1: Identification of PFAS Treatment Challenges	\$17,400
Task 2: Feasibility Study and Conceptual Design	\$43,500
<b>Total</b>	<b>\$60,900</b>

## Schedule

Environmental Partners estimates that Task 1 could be completed within six weeks from receiving notice to proceed. Task 2 would be completed within six weeks of completing Task 1.

The proposed schedule assumes that the Town will provide access to the public water supply facilities and records in a timely and complete manner.

## Acceptance

If this proposal is acceptable to you, we will coordinate with you for the execution of a formal contract agreement.

We appreciate the opportunity to continue to assist the Town with their water system planning. Please feel free to contact me with any questions or concerns.

Very Truly Yours,



Environmental Partners Group, LLC  
 Paul C. Millett, P.E.  
 Senior Principal  
 P: 617.657.0276  
 E: [pcm@envpartners.com](mailto:pcm@envpartners.com)



Eric A. Kelley, P.E.  
 Principal and Project Manager  
 P: 617.657.0282  
 E: [eak@envpartners.com](mailto:eak@envpartners.com)

Cc: Nicholas Milano, Medfield Assistant Town Administrator  
 William Harvey, Medfield Water & Sewerage Board







**MIIA HEALTH BENEFITS TRUST**  
 Renewal Proposal 1/1/2022 - 12/31/2022  
**Medfield**

MONTHLY CONTRIBUTION RATES				
PRODUCTS		CURRENT	RENEWAL	
		RATES	RATES	INCREASE
Medex 2	Medex 2	\$169.27	\$169.27	0.00%
	Blue Med Rx	\$166.11	\$170.61	2.71%
	Total	\$335.38	\$339.88	1.34%

Blue Medicare Rx rates represent PDP Option 41 (\$10/\$20/\$35 RX, 2x MO).

Renewal rates are based on continuing the current enrollment level.

Signature for Acceptance of Rates	Title	Date
Print Name		





Commonwealth of Massachusetts

DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

October 1, 2021

Ms. Kristine Trierweiler  
Town Administrator, Town of Medfield  
459 Main Street  
Medfield, MA 02052

Dear Ms. Trierweiler:

**RE: Medfield 353 Application**

Thank you for submitting this application to the FY2022 Community One Stop for Growth. The three One Stop partner agencies worked together to carefully review and evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. Your application was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **\$75,000.00** from the **Community Planning** grant program has been approved. Congratulations on being one of the successful applicants.

This award is contingent the execution of a grant contract between the Town of Medfield and the Department of Housing and Community Development DHCD and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application. We will also send grant administration and contract requirement guidance to highlight contractual and regulatory obligations before proceeding with activities authorized for grant funding. If you have any questions, please contact Chris Kluchman, FAICP, Acting Director at [Chris.Kluchman@mass.gov](mailto:Chris.Kluchman@mass.gov), and Filipe Zamborlini, Community Grants Coordinator at [Filipe.Zamborlini@mass.gov](mailto:Filipe.Zamborlini@mass.gov).

Finally, please note that **public announcement of this award is embargoed** until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the Town of Medfield's housing and community development needs.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer D. Maddox".

Jennifer D. Maddox  
Undersecretary, DHCD

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Medfield (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing and Community Development <b>MMARS Department Code:</b> OCD	
<b>Legal Address: (W-9, W-4):</b> 459 Main Street Medfield, MA 02052		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 300 Boston, MA 02114	
<b>Contract Manager:</b> Nicholas Milano	<b>Phone:</b> (508) 906-3009	<b>Billing Address (if different):</b> same	
<b>E-Mail:</b> nmilano@medfield.net	<b>Fax:</b>	<b>Contract Manager:</b> Julissa Tavarez	<b>Phone:</b> 617 573 1407
<b>Contractor Vendor Code:</b> VC6000191876		<b>E-Mail:</b> Julissa.tavarez@mass.gov	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCOD32102233000080	
<b>___ x ___ NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> ___ <b>Statewide Contract</b> (OSD or an OSD-designated Department) ___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget) ___ <b>x Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) ___ <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) ___ <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<b>___ CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: ____, <b>20</b> ____. Enter <b>Amendment Amount:</b> \$ ____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> ___ <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) ___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) ___ <b>Contract Employee</b> (Attach any updates to scope or budget) ___ <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): ___ <u>x</u> <a href="#">Commonwealth Terms and Conditions</a> ___ <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> ___ <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . ___ <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ <b>x Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ <u>75,000</u> ____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: x ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications) The City of Lowell will create a new TOD Overlay District For the area surrounding the Gallagher Terminal which serves as Lowell's central transportation hub and provides MBTA commuter rail service to North Station in Boston and bus service through nineteen local and regional bus routes. The City's goal is to further the recommendations of the Lowell Gallagher Terminal TOD Study by modifying the zoning code to increase opportunities for new housing near the Gallagher Terminal.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as of ____, <b>20</b> ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ <b>x</b> 3. were incurred as of <u>10/1, 2021</u> ____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30, 2022</u> ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	

**ATTACHMENT A: SCOPE OF SERVICES**  
**AND**  
**ADDITIONAL TERMS AND CONDITIONS**

**FY 2022 Community Planning Grant Program**

**I. CONTRACT**

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Department, are attached hereto as Exhibits.
- B. This Attachment A incorporates by reference the Community Planning Grant Program Application as applicable.
- C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS**

The Community Planning Grant Program provides funding to communities for technical assistance for community planning projects. Grants may be used for a variety of activities related to land use and development. Grant funding must be used to produce planning documents.

Examples of eligible projects include, but are not limited to, the development of Master Plans, Housing Production Plans, Urban Renewal Plans, or other strategic plans; the commission of studies or reviews of existing zones or areas to promote planning and development; and the development of Smart Growth or Starter Home zoning districts under Chapter 40R.

The Contractor shall use the FY 2022 contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30<sup>TH</sup> OF FISCAL YEAR 2022.** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.D, below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

### **III. ADDITIONAL TERMS AND CONDITIONS**

#### **A. Reporting Responsibilities of the Contractor**

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.
4. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall inform the Department in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
  - a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by

the Contractor, and any assistance needed from the Department to resolve the situation.

- b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.
5. Projects funded by the Community Planning Grant must be completed by June 30, 2022. A report detailing the final product, together with a copy of the planning document produced with grant funding, must be submitted to the Department no later than July 29, 2022.
6. The Contractor shall submit all written requests or other submissions required under this Contract electronically to the Department's assigned program representative at the following email address:

Filipe Zamborlini  
Community Grants Coordinator  
[filipe.zamborlini@mass.gov](mailto:filipe.zamborlini@mass.gov)
7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.



## B. Payment Mechanism and Fiscal Obligations

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Community Planning Grant Invoice form (Community Planning Invoice), or other such form as the Department may specify.

*Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, are authorized for reimbursement.*

2. Community Planning Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.
3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
5. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request using the Community Planning Invoice, or other such form as the Department may specify.

Each request for payment by cost reimbursement must be made on the Community Planning Invoice. By the Community Planning Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

The Department's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

When submitted electronically, the Community Planning Invoice should be attached to the email submission. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the Community Planning Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton  
Division of Community Services  
[brett.morton2@mass.gov](mailto:brett.morton2@mass.gov)

with a copy to:

Filipe Zamborlini  
Community Grants Coordinator  
[filipe.zamborlini@mass.gov](mailto:filipe.zamborlini@mass.gov)

5. All requests for cost reimbursement must be submitted on or before July 15, 2022. Failure to do so may result in delayed reimbursement or denial of the request.
6. With the submission of the final Community Planning Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

### **C. Budget Changes**

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time or amendments, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any subsequent change must be received by the Department on or before March 1, 2023.**
2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of the Department.

No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to the Department's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If the Department does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

#### **D. Signage, Acknowledgment, Publicity, and Logos**

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Community Planning Grant, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Community Planning Grant provided by the Massachusetts Department of Housing and Community Development."
2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Community Planning Grant provided by the Massachusetts Department of Housing and Community Development."
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section D(2). The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.
4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.
5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department's assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project or product financed in part by the Department under the Community Planning Grant.

#### **E. Audit or Financial Review**

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

#### **F. Monitoring**

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

#### **G. Conflict of Interest, Licensure, and Debarment**

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the

Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

#### **H. Enforcement, Suspension, and Termination**

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.
2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

#### **I. Non-Discrimination In The Provision of Services**

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

#### **J. Confidentiality**

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the

confidentiality of information. The Contractor shall hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, “personal data”, shall not include the Contractor’s personnel records.

#### **K. Fraud, Waste, and Abuse**

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.



## Attachment B Budget

### FY2022 Community Planning Grant

<b>Name of Municipality</b> Include name of Subcontractor if applicable	<b>Program Manager</b> <b>Name, phone and email</b> <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Medfield	Name: Nicholas Milano Phone: (508) 906-3009 Email: nmilano@medfield.net

<b>Project Description</b> <i>Brief Summary of Project</i>
The Town of Medfield will conduct a comprehensive review of its zoning bylaw to bring terminology and permitted uses up to date. This review will identify areas of the zoning code that could be better aligned with other sections, ensure consistency with the Zoning Act and judicial decisions, ensure simplicity of use, clarity of everything from words and phrases to the various district provisions. the review will focus on two key areas: the existing open space residential zoning mixed use zoning for the Route 109 corridor in Medfield's downtown.

<b>Project Tasks</b>	<b>Cost by Task</b>
Personnel (incl. tax/ fringe)	\$0.00
Consultants / Prof. Fees	\$75000.00
Meeting Express / Events	\$0.00
Project Supplies / Materials	\$0.00
Other / Miscellaneous	\$0.00
<b>TOTAL</b>	<b>\$75000.00</b>

(add additional rows as necessary)

rev. 10/2021

## Bid Solicitation: BD-21-1100-EED01-EED01-57825

### Header Information

<b>Bid Number:</b>	BD-21-1100-EED01-EED01-57825	<b>Description:</b>	Community One Stop for Growth - FY2022 Grant Round	<b>Bid Opening Date:</b>	06/04/2021 11:59:00 PM
<b>Purchaser:</b>	Nicholas Bulens	<b>Organization:</b>	Executive Office of Housing and Economic Development		
<b>Department:</b>	EED01 - Economic Development	<b>Location:</b>	EED01 - Economic Development		
<b>Fiscal Year:</b>	21	<b>Type Code:</b>	NS - Non-Statewide Solicitation	<b>Allow Electronic Quote:</b>	No
<b>Alternate Id:</b>		<b>Required Date:</b>		<b>Available Date :</b>	01/21/2021 12:00:00 AM
<b>Info Contact:</b>	Website: <a href="http://www.mass.gov/onestop">www.mass.gov/onestop</a> , Email: <a href="mailto:onestop@mass.gov">onestop@mass.gov</a>	<b>Bid Type:</b>	OPEN	<b>Informal Bid Flag:</b>	No
<b>Purchase Method:</b>	Blanket				
<b>Blanket/Contract Begin Date:</b>	07/01/2021	<b>Blanket/Contract End Date:</b>	06/30/2022		

<b>Pre Bid Conference:</b>	Visit <a href="http://www.mass.gov/onestop">www.mass.gov/onestop</a> for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.
<b>Bulletin Desc:</b>	The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHD, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through April 2, 2021. For the most up to date program information, visit <a href="http://www.mass.gov/onestop">www.mass.gov/onestop</a> .

<b>Ship-to Address:</b>	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: <a href="mailto:robin.pezzone@state.ma.us">robin.pezzone@state.ma.us</a> Phone: (617)788-3627	<b>Bill-to Address:</b>	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: <a href="mailto:robin.pezzone@state.ma.us">robin.pezzone@state.ma.us</a> Phone: (617)788-3627	<b>Print Format:</b>
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<b>File Attachments:</b>	<a href="#">One Stop for Growth FY2022 NOFA</a> <a href="#">One Stop - Expression of Interest Template</a> <a href="#">One Stop - Full Application Template</a>
--------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Form Attachments:</b>	
<b>SBPP (Small Business Purchasing Program)</b>	NO



**Eligible?:**

See SBPP requirements  
and exceptions at  
[www.mass.gov/sbpp](http://www.mass.gov/sbpp) :

**Item Information**

**Item # 1: ( 00-00 - 00 )** The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHE, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through April 2, 2021. For the most up to date program information, visit [www.mass.gov/onestop](http://www.mass.gov/onestop).

U N S P S C Code: 00-00-00  
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:			Brand:	Model:		
Make:			Packaging:			

Exit

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COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):

Title:

**X**

Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

**AFFIX NOTARY SEAL**

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

**AFFIX CORPORATE SEAL**

## **Settlement & Release Statement of Expenses**

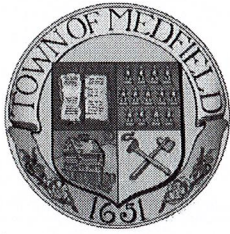
**Contractor Legal Name:**

**MMARS Doc ID:**

Insert Start Date Here:\_\_\_\_\_

Insert latest signature Date Here:\_\_\_\_\_

List expenses with amounts and total:\_\_\_\_\_



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

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-0315  
(508) 906-3011 (phone)  
(508) 359-6182 (fax)

**Kristine Trierweiler**  
*Town Administrator*

**Nicholas Milano**  
*Assistant Town Administrator*

***Board of Selectmen***

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

June 3, 2021

Secretary Mike Kennealy  
Executive Office of Housing and Economic Development  
1 Ashburton Place, Room 2101  
Boston, MA 02108

Dear Secretary Kennealy –

On Tuesday, May 25, 2021 the Medfield Board of Selectmen voted to approve the Town of Medfield's application to the Community One Stop for Growth for the following projects:

1. Community Planning Grant for three tasks:
  - a. Task 1 – Zoning Diagnostic
  - b. Task 2 – Evaluation of Open Space Residential Zoning Bylaw
  - c. Task 3 – Preparation for Mixed Use Zoning along the Route 109 Corridor
2. Massachusetts Downtown Initiative for Downtown Wayfinding
3. Express Interest in 43D Expedited Permitting

Thank you for your efforts in supporting economic development throughout Massachusetts and we look forward to hearing from your team.

Thank you,

Kristine Trierweiler  
Town Administrator



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Medfield (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Marketing Partnership <b>MMARS Department Code:</b> MOTT	
<b>Legal Address:</b> (W-9, W-4): 459 Main Street, Medfield, MA 02052		<b>Business Mailing Address:</b> 136 Blackstone Street, 5 <sup>th</sup> Floor, Boston, MA, 02109	
<b>Contract Manager:</b> Marion Bonoldi, Town Clerk	<b>Phone:</b> 508-906-3024	<b>Billing Address (if different):</b> Same as above	
<b>E-Mail:</b> mbonoldi@medfield.net	<b>Fax:</b>	<b>Contract Manager:</b> Marc Zappulla	<b>Phone:</b> 617-973-8517
<b>Contractor Vendor Code:</b> FEI: 04-6001216		<b>E-Mail:</b> marc.zappulla@mass.gov	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD ____ (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<b>RFR/Procurement or Other ID Number:</b>			
<div style="text-align: center;"><b><u>X</u> NEW CONTRACT</b></div> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<div style="text-align: center;"><b><u>      </u> CONTRACT AMENDMENT</b></div> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: ____, 20 ____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). <b>\$36,000.</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>Funded through 7008-1116: provided further, that not less than \$36,000 shall be expended to the town of Medfield for the purchase of new voting machines.</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2022</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)  Print Name: <b>Keiko Matsudo Orrall</b> Print Title: <b>Executive Director, MOTT</b>	





**CHAPTER 90 - FINAL REPORT**

City/Town Medfield Project Milling and Rubber Chip Seal  
 Location(s) Various roads  
 Length                      Feet Width                      Feet  
 Work was Started 07/05/2021 and Completed 09/10/2021  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account X Advertised Contract                      Other                     

**\* REMARKS:**

<b>EXPENDITURES:</b>	State Funds @ 100%	\$318,522.81
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$318,522.81</b>

**SCOPE OF WORK:**

Milling and Rubber Chip Seal various roads

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

**PREPARED & REVIEWED BY**

*Maurice Goulet*

Highway Officer's Title  
DPW Director

Date  
10/27/2021

*Joyla Ricourt*

Accounting Officer's Title  
Town Accountant

Date  
10/28/21  
10/27/2021

**Signed:**

Duly Authorized Municipal Officials Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



## CHAPTER 90 – REIMBURSEMENT REQUEST

City/Town: MEDFIELD Project: 50878-22

Project request was approved on 6/10/2021 for \$ 270,000.00

at 100% Reimbursement Rate = \$ 270,000.00

- 1) Attached are forms which document payment of approved expenditures totaling \$318,522.81 for which we are requesting \$318,522.81 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$318,522.81.
- 3) Is this request for a FINAL payment on this project? ☒ Yes ☐ No
- 4) Remarks:

Additional \$75K was requested on 9/7/2021  
And we expended an additional \$48,522.81

### CERTIFICATION

- A. I hereby certify under the pains and penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

*Maurice Goulet*

(Signed)

DPW DIRECTOR

(Municipal Highway Official - Title)

10/27/2021

(Date)

- B. I/we certify under the pains and penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 is acknowledge as applicable.

### REVIEWED AND APPROVED FOR TRANSMITTAL

by

Signed

:

*Joe A. Piccinini*

(Accounting Officer's Title)

TOWN ACCOUNTANT

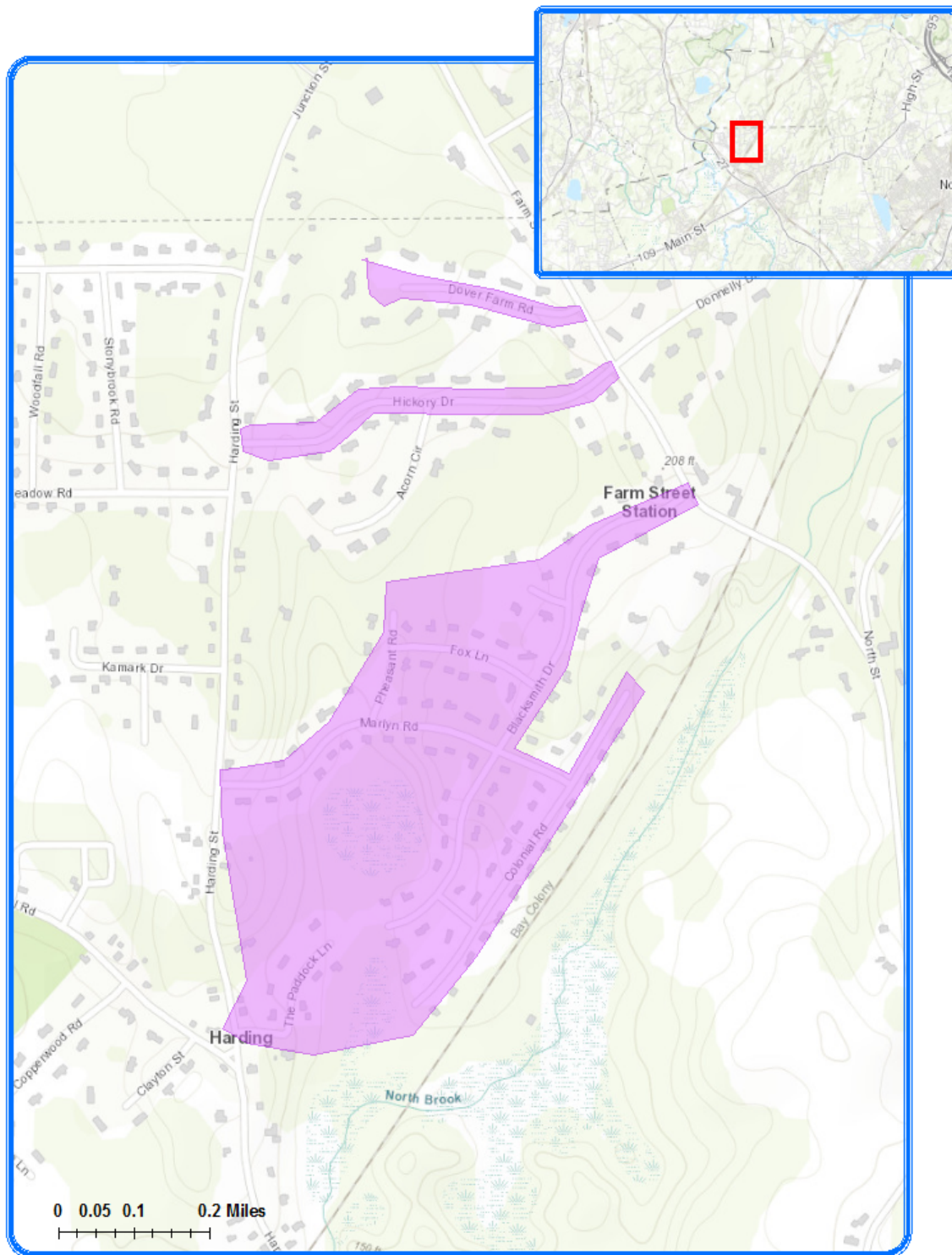
DATE 10/27/21

(Duly Authorized)






## GIS MAP



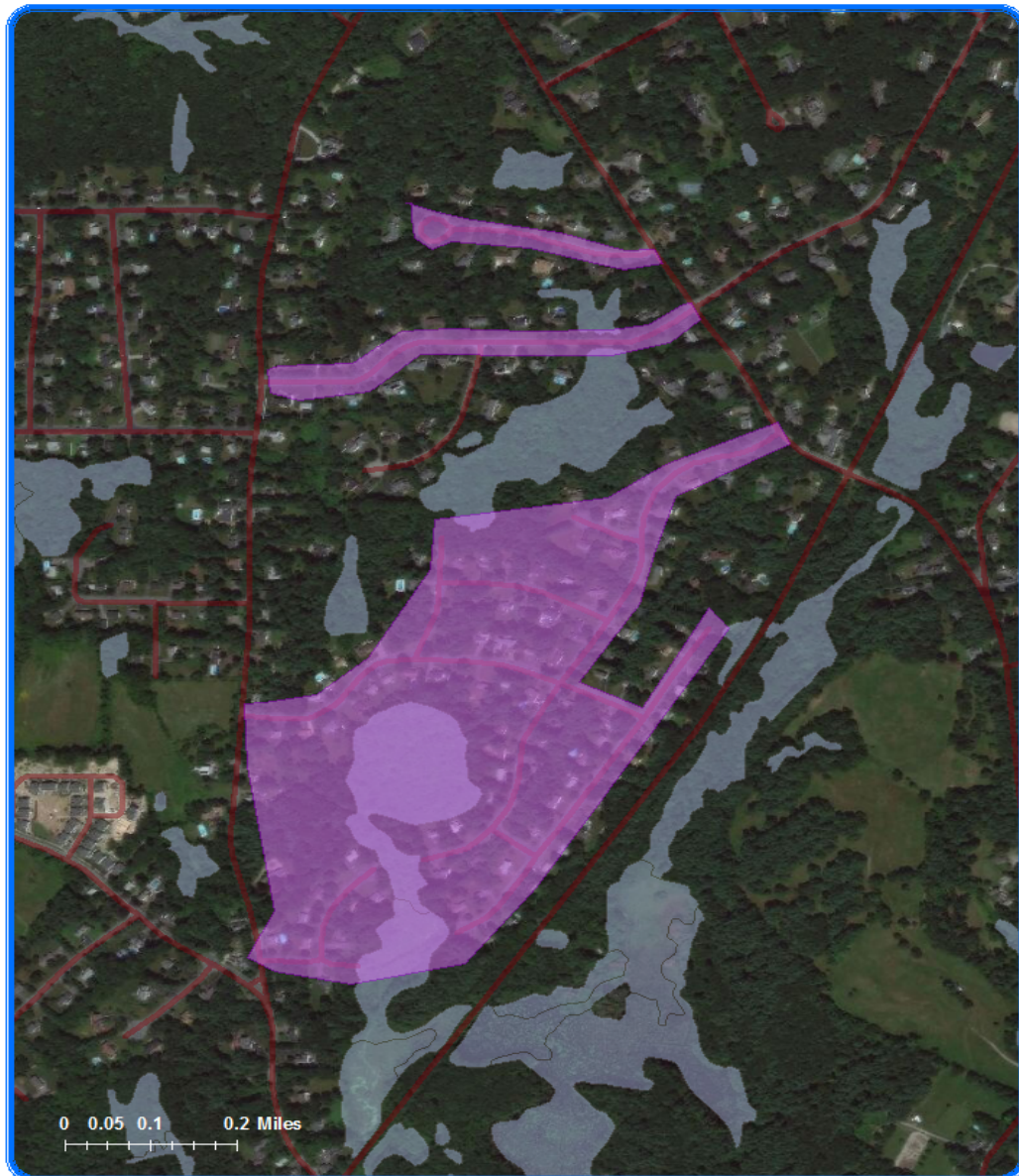
### **Legend**

5/24/2021 11:38:50 AM






 HPI -- Existing Facility

## IMAGERY MAP



### Legend

-  HPI -- Existing Facility
-  Road Inventory
-  Wetlands

## Construction Details MassDOT

### Construction Details:

Project Location:	Various Roads
-------------------	---------------

Route/Street ID	Route/Street Name	Begin	End	Mileage	Jurisdiction	Primary
L108354 NB	COLONIAL ROAD	0	0.3685	0.3685	City or Town accepted road	⚙
L110501 EB	SURREY RUN	0	0.0877	0.0877	City or Town accepted road	⚙
L115603 EB	MARLYN ROAD	0.0029	0.379	0.3761	City or Town accepted road	⚙
L116222 EB	HUTSON ROAD	0	0.0465	0.0465	City or Town accepted road	⚙
L157550 EB	LARKSPUR LANE	0	0.0635	0.0635	City or Town accepted road	⚙
L168566 NB	THE PADDOCK LANE	0	0.1029	0.1029	City or Town accepted road	⚙
L184963 NB	BLACKSMITH DRIVE	0	0.5542	0.5542	City or Town accepted road	●
L191255 EB	FOX LANE	0	0.1522	0.1522	City or Town accepted road	⚙
L201098 NB	PHEASANT ROAD	0	0.1213	0.1213	City or Town accepted road	⚙
L119637 EB	HICKORY DRIVE	0.0065	0.3934	0.3869	City or Town accepted road	⚙
L165473 EB	DOVER FARM ROAD	0	0.2531	0.2531	City or Town accepted road	⚙





Nicholas Milano &lt;nmilano@medfield.net&gt;

---

**Fwd: Permission: Gazebo**

---

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

Thu, Oct 28, 2021 at 4:26 PM

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

From: **Jean Mineo** [REDACTED]  
Date: Thu, Oct 28, 2021 at 3:45 PM  
Subject: Permission: Gazebo  
To: [ktrierweiler@medfield.net](mailto:ktrierweiler@medfield.net) <[ktrierweiler@medfield.net](mailto:ktrierweiler@medfield.net)>

Hi Kristine,

Who gives permission to use the Gazebo - is that a Selectman authorization?

We'd like to locate the ice sculptor there for the Holiday Stroll on Dec. 3. Working to offer some additional outdoor activities this year in case people aren't comfortable coming inside. The ice sculpture would remain most likely for a few days until it melts...

If this falls to Selectmen, could we seek permission at the upcoming Nov. 2 meeting?

Thank you,

Jean Mineo  
(she/her/hers)  
Executive Director  
[The Cultural Alliance](#)  
C 617-877-5158

--

Kristine Trierweiler  
Town Administrator  
Town of Medfield  
459 Main Street  
Medfield, MA 02052  
508 906 3011 phone  
508 359-6182 fax

**Follow us:**

[www.town.medfield.net](http://www.town.medfield.net)  
Twitter: @townofmedfield

## Town House Hours:

**Monday 8:30 AM to 4:30 PM**  
**Tuesday 8:30 AM to 7:30 PM**  
**Wednesday 8:30 AM to 4:30 PM**  
**Thursday 8:30 AM to 4:30 PM**  
**Friday 8:30 AM to 1:00 PM**

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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.

Informational

WEST MILL ST	56-036
1 ICE HOUSE RD.	56-043
3 ICE HOUSE RD.	56-044
2 ICE HOUSE RD.	56-045
HARDING ST	64-001
TOWN OF MEDFIELD	LUC: 930
459 MAIN ST	
MEDFIELD, MA 02052	



# TOWN OF MEDFIELD

*Office of the*

## PLANNING BOARD

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-2009  
[www.town.medfield.net](http://www.town.medfield.net)

### NOTICE OF DECISION

APPLICANT: 2 Ice House, LLC

DECISION DATE: October 18, 2021

DATE OF FILING DECISION: October 20, 2021

DECISION NUMBER: SPA21-01 (withdrawal)

At a public meeting held on October 18, 2021 the Town of Medfield Planning Board, acting in the above referenced matter, approved the requested WITHDRAWAL of the Site Plan Review Application for the proposed solar canopy array over the existing parking lot at the place of business known as the Kingsbury Club Medfield located at 2 Ice House Road, Medfield, MA 02052 due to the following reasons supplied by the Applicant:

- The risks to the project associated with the liability waiver agreement make the project uninsurable/unfinanceable; and
- The occurrence of project cost inflation (particularly steel prices) since the start of the Site Plan Review process made the proposed development economically challenging.

The property is owned by the Town of Medfield and is leased to the Kingsbury Club. The property is located at 2 Ice House Road in the IE Zoning District with Primary Aquifer Overlay and is shown on Assessors' map 56 as lot 045.

An appeal of this decision of the permit granting authority may be made by any person aggrieved pursuant to applicable statute(s).

Copies of the decision may be obtained at the office of the Planning Board in person or via email or on the Town's website.

Sarah Raposa  
Town Planner  
(508) 906-3027  
[sraposa@medfield.net](mailto:sraposa@medfield.net)