



Board of Selectmen
Meeting Packet
December 21, 2021



Michelle D. Guerette
Chief of Police

Town of Medfield
Police Department
Medfield, Massachusetts 02052

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Chairman Michael Marcucci
Board of Selectmen
Town of Medfield
112 North Street
Medfield, MA 02052

December 14, 2021

Dear Mr. Marcucci,

In accordance with Massachusetts General Laws, Chapter 41, Section 85 and 86 (copy enclosed), I respectfully request that the Select Board appoint the following individual as a Sworn Weigher for the Town of Medfield. The following officer is a member of the Police Departments Commercial Vehicle Enforcement Unit and is responsible for enforcing weight limits for commercial vehicles traveling upon the roads of Medfield. Their appointment should be for the duration of his employment with the Medfield Police Department, understanding that if appointed, he must be sworn in by the Town Clerk.

Name	Address
officer William Bento	112 North Street, Medfield, MA 02052

Respectfully,


Michelle D. Guerette
Chief of Police

Enclosures (2): MGL Chapter 41, Section 85 & 86

Part I

ADMINISTRATION OF THE GOVERNMENT

Title VII

CITIES, TOWNS AND DISTRICTS

Chapter 41

OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS

Section 85

WEIGHERS, MEASURERS AND SURVEYORS OF GOODS OR COMMODITIES; APPOINTMENT; QUALIFICATIONS; TENURE; REMOVAL

Section 85. The mayor or the selectmen, on the written request of any person engaged in buying, selling or transporting goods or commodities which require weighing, surveying or measuring, shall appoint weighers, measurers or surveyors of such goods or commodities, who shall be sworn before entering upon their duties, shall serve for one year, and may be removed at any time by the appointing authority. At least one such weigher, measurer and surveyor in each town shall not be engaged in the business of buying, selling or transporting the goods or commodities weighed, measured or surveyed by him, but no person shall be ineligible for appointment because of sex or because of residence elsewhere than in the town where appointed, notwithstanding any provisions to the contrary in any general or special act.

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 41	OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS
Section 86	POWERS AND DUTIES; PENALTY FOR MISREPRESENTATION

Section 86. All persons appointed under section eighty-five shall keep accurate records, in the form prescribed by the director of standards, of all weighings, measurements or surveys made by them, which shall at all reasonable times be open to inspection by said director and his inspectors and by the local sealer of weights and measures. If any person so appointed shall wilfully misrepresent the weight, quantity or measurements of any goods weighed, measured or surveyed by him, he shall be punished by a fine of not more than one hundred dollars.

**Town of Medfield
MUNICIPAL AGGREGATION PLAN**



December 14, 2021

DRAFT

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I. Overview

The following is the Municipal Aggregation Plan (“Plan”) for the Medfield Community Electricity Program (“Program” or “MCE”) of the Town of Medfield (“Town”), developed consistent with the municipal aggregation statute, G.L. Chapter 164, Section 134.

Through the Program, the Town will provide new electricity supply options to Medfield residents and businesses. The Local Distribution Company, Eversource, will remain responsible for distribution of electricity, maintaining electricity infrastructure and responding to power outages. This Plan does not obligate the Town to pursue aggregation if conditions are not favorable.

The Program enables the Town to select the characteristics of the electricity supply options, also known as products. The Program will be open to all residents and businesses in Town, and it will offer a standard product and optional products. At launch, all Eligible Customers¹ will be automatically enrolled in the Program’s standard product unless they exercise their right to opt out or choose an optional product. Once the Program is operational, participating residents and businesses would retain the right 1) to change to an optional product or 2) to opt out of the Program with no penalty and to choose any other electricity supplier or stay with the Basic Service supply from the Local Distribution Company. Residents and business that do not initially participate in the program may join the program at any time.

A key focus of the Program will be to provide electricity options that match the diverse needs of our community, which include:

- Using and supporting the growth of renewable electricity.
- Access to stable and advantageous prices, including demonstrating that environmentally responsible action can also result in economic benefit, or can, at least, be accomplished in an economically responsible way. It is important to note that the Program cannot guarantee prices will be lower than the Eversource Basic Service prices at all times, because Basic Service prices change frequently and future prices are unknown.
- Supporting electrification, particularly for heating and transportation currently powered by fossil fuels.

The Town of Medfield will develop and implement the Program (“Program”) as described in this Plan. Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a

¹ Eligible Customers shall include consumers of electricity located within the geographic boundaries of the Town who are (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; or (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. The following customers shall be excluded as Eligible Customers: (1) Basic Service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

reliable power supply and equitable treatment for all customer classes.

II. Process to Develop and Approve Plan

This Plan was created through the following process:

- 1. Passage of authorizing resolution:** The municipal aggregation statute requires that the Town obtain approval from the local governing authorities before initiating the development of the plan. The Town satisfied the local approval requirement when the Town Meeting voted to initiate the process of municipal aggregation on May 17, 2021.
- 2. Signed agreement with Town's aggregation consultant:** Medfield selected Good Energy, L.P. as its aggregation consultant to assist in developing this Plan, managing the supply procurement, developing and implementing the public education plan, interacting with the Local Distribution Company, Eversource, and monitoring the supply contract.
- 3. Creation of a Draft Plan & Public Review:** Medfield prepared a Draft Plan and made it available for citizen review beginning on December 22, 2021. The plan was made accessible electronically on program website and in hard-copy at Town Hall and the library.
- 4. Public hearing on Draft Plan:** Medfield held a public hearing to receive comments from citizens on the Plan on [InsertDate].
- 5. Consultation with Department of Energy Resources & Other Parties:** The aggregation statute also requires that the Town consult with the Department of Energy Resources (“DOER”) in developing the plan. The Town submitted a draft of the Plan to DOER, and Medfield municipal officials and their Aggregation Consultant met with DOER to discuss that draft. [InsertDetail].

The Town has also provided an opportunity for input from the Local Distribution Company, Eversource. The Aggregation Consultant provided Eversource with a draft model plan that reflects prior input from the Local Distribution Company and will continue to provide an opportunity for further comment from Eversource on the Plan.

- 6. Local approval of Plan:** The Board of Selectmen approved the Plan on [InsertDate].
- 7. Submission of Final Plan to Department of Public Utilities:** Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes.

III. Electricity Supply Product Options

The Program may offer a standard and optional electricity supply products. Eligible Customers are automatically enrolled in the standard product unless they opt-out of the program or choose

one of the optional products.

All products will include the minimum amount of renewable electricity as required by any applicable statutory requirements, such as the Renewable Portfolio Standard (“RPS”) required by the Commonwealth. Some products will include additional renewable electricity above the RPS. All purchases of additional renewable electricity in the products will be certified through Renewable Energy Certificates (RECs), the instrument used to trade and track renewable energy generation.²

The products may vary based on the amount of renewable electricity, in the form of RECs, and based on whether the price is time-varying. Time-varying products will require a customer to have metering technology that can record and report when usage occurred.

The choices for renewable electricity may include:

- The same amount of RECs required by the RPS in the Commonwealth
- RECs in an amount that is greater than the Renewable Portfolio Standard (“RPS”) required by the Commonwealth
- Up to 50% RECs
- Up to 100% RECs

The choices for time-varying prices may include:

1. Non time-varying: The same price applies to usage at any time.
2. Time-varying: Multiple time periods, with each time period having a corresponding price at which usage during each period will be billed. Time periods will be limited by the options available through the Local Distribution Company (Eversource) billing system.

Each of the four choices for renewable electricity could be combined with each of the two choices for time-varying prices, producing a total of up to eight products. At launch, the Program may offer up to four electricity supply products, as described below:

Standard Product: The standard product, [ProductName1]], is expected to include RECs in an amount that is 5% to 10% greater than the Renewable Portfolio Standard (“RPS”) required by the Commonwealth, with the exact amount to be determined after the receipt of bids from competitive suppliers. The price will be non-time varying.

Optional Products:

The Program may offer two or more optional products that are non-time varying:

- A product with 50% RECs, called Medfield 50
- A product with 100% RECs, called Medfield 100
- A product with the same amount of RECs required by the RPS in the Commonwealth, called Medfield Basic

² RECs enable the trading and tracking of renewable electricity. For every one megawatt-hour (MWh) of renewable electricity that is generated and fed onto the electricity grid, one REC is created.

If the Medfield 50 or Medfield 100 optional products include RECs in an amount less than 50% or 100% of a customer's metered consumption, respectively, the Municipality will rename the product to appropriately reflect the amount of RECs the product contains.

All RECs for additional renewable electricity above the RPS are expected to qualify as Massachusetts Class I eligible pursuant to 225 CMR 14.00 which includes generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

If and when the Program offers time-varying products, the Town will include such products in its opt-out notice ("Consumer Notification Letter") and will file a copy with the Department at least 14 calendar days before issuance.

Any new products the Town seeks to make available to Program participants, in addition to the products described in the Plan, will be subject to Department approval.

IV. Plan Elements

IV.a. Organizational Structure

The organizational structure of Program will be as follows:

Board of Selectmen: The Plan will be approved by the Board of Selectmen, the elected representatives of the citizens of the Town, and overseen by the Board of Selectmen or designee of the Board of Selectmen. The Board of Selectmen or designee(s) of the Board of Selectmen will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Board of Selectmen shall be specifically authorized to enter into an Electric Service Agreement ("ESA") under parameters specified by the Board of Selectmen.

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Board of Selectmen or designee of the Board of Selectmen. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the Local Distribution Company, Eversource, and monitoring the supply contract. The Town has selected Good Energy, L.P. to provide these services for an initial term.

Competitive Supplier: The Competitive Supplier will provide power supply for the aggregation, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Town under terms deemed reasonable and appropriate for the constituents of the Town by the Board of Selectmen.

Buying Group: The Town may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Town shall be represented by the designee(s) of the Board of Selectmen on the executive committee of the Buying Group. The Town, through its

designee as specifically authorized by the Board of Selectmen, shall select a Competitive Supplier based on the needs of the Town and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

IV.b. Operations

Following approval by the Department of Public Utilities, the key operational steps will be: 1) Issue a Request for Proposals (RFP) for power supply and select a Competitive Supplier; 2) Implement a public information program, including the opt-out documents, and 3) Enroll customers and provide service, including quarterly notifications and 4) Annual reporting

These steps are described in the sections below.

IV.b.i. Issue an RFP for power supply and select a competitive supplier

The Town, under direction of the Board of Selectmen or its designee, will solicit bids from leading competitive suppliers, including those currently supplying community power programs in New England and other states. In seeking bids from competitive suppliers, the Town may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the Department
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregation programs in other states
- Demonstrated ability, supported by references, to provide strong customer service.

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements power supply at a specified price
- Allow customers to exit the program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the Department and Eversource, the Local Distribution Company

The Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Town will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power and RECs from different sources.

The Board of Selectmen, or their designee(s), will determine the appropriate amount of RECs to be included with the standard product and the optional products based upon their assessment of market conditions and what would be in the best interest of retail electric customers at the time of the solicitation. The Town will require bidders to identify the technology, vintage, and location of the renewable energy generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information

System. The Town may seek bids from a variety of renewable energy sources; and will choose the best combination of environmental benefits and price.

Prior to delivery of the bids, the Board of Selectmen shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Board of Selectmen deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Town, will evaluate the bid results including price, term and source.

Whether the Town conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its retail electric customers. Participation in the Buying Group shall not require the Town to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Town will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Town will only accept a bid that enables it to launch the Program with a price, terms and characteristics that meet the criteria set by its municipal officials. The Town will only enter into an ESA with a supplier that is fully consistent with the Aggregation Plan as approved by the Department.

IV.b.ii. Implement public education program including opt-out documents

Once a winning supplier is selected, the Town will implement a public education program. A public education plan is required to fully inform and educate potential customers and participants in advance of automatic enrollment in the Program, to raise awareness and provide retail electric customers with information concerning their opportunities, options and rights for participation in the Program.

The Town will develop a detailed timeline for the public education plan as the launch gets closer, and the public education plan for the launch will include both broad-based efforts aimed at promoting awareness of the program across the entire community and opt-out documents (“Consumer Notification Documents”) mailed to every Eligible Customer.

- **Broad-based efforts:** The broad-based efforts will take advantage of traditional media, online media, and events to ensure as many people as possible learn about the aggregation. See **Attachment A** for detail on the broad-based efforts and an initial timeline and exemplar marketing materials.
- **Consumer Notification Documents:** Consumer Notification Documents (also known as opt-out documents) will be mailed to every Eligible Customer. The Consumer Notification Documents will have the appearance of an official communication of the Town, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The Consumer Notification Documents will include an opt-out notice (“Consumer Notification Letter”) that will: (1) introduce and describe the program; (2) inform Eligible Customers of their right to opt out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt out; and (4) prominently state all program charges and compare the price and primary terms of Town's competitive supply to the price and terms of the current Basic Service offering

provided by the Local Distribution Company, Eversource. The Department-approved notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program.

The Consumer Notification Documents will also include the Language Access Document, an opt-out reply card, and a postage-paid return envelope. The Language Access Document will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the program website address and toll-free number. Exemplar copies of the Consumer Notification Documents are included in **Attachment B**.

The Consumer Notification Documents will be designed by the Aggregation Consultant and the Town and printed and mailed by the competitive supplier, who will process the opt-out replies. Eligible Customers will have 33 days from the date of mailing the Consumer Notification Documents to return the reply card if they wish to opt out of the Program and the opt-out notice shall identify the return date by which the reply envelope must be mailed and postmarked. The competitive supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program (i.e. 37 days total from mailing before enrollment)

Information about the Program will be made available in multiple languages where appropriate, and the program will seek to ensure that Eligible Customers with disabilities have full access to the Program information and are informed of their rights and obligations under the Program. See **Attachment A** for detail on the Program's language and accessibility measures.

The Program materials will include required disclosures, including that savings cannot be guaranteed, and notices as described in **Attachment A**.

The Program will limit supplier communications to customers as described in **Attachment A**.

In the event the Town seeks to inform customers currently on competitive supply about the Program, the Town shall: 1) include in any materials a disclosure that such customers may be subject to penalties or early termination fees if they enroll in the Program; and 2) provide the Department with a copy of any materials it proposes to send to competitive supply customers no later than ten days prior to the proposed date of issuance.

IV.b.iii. Enroll customers and provide service

1. Enroll Customers: After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the mailing of the Consumer Notification Documents), the competitive supplier will enroll into the Program all Eligible Customers who did not opt out. All enrollments and other transactions between the competitive supplier and the Local Distribution Company, Eversource, will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

2. Provide Service: Once customers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing customer service, maintain the Program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial ESA, the Town intends to solicit a new power supply agreement.

When new customers open an account in the Town, they will receive a Consumer Notification Letter consistent with Section IV.b.ii. At the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out. New customers may proactively enroll by contacting the Program directly.

As part of its ongoing service, the Town will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06, the Town requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission instead to provide the information through alternative means, including press releases, public service announcements on cable television, and postings at municipal offices and on the Program website. The Town expects to make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through the alternate means described above.

The Department has granted the Town's request for a waiver from the information disclosure requirements, subject to the Town's demonstration in each Annual Report to the Department that its Competitive Supplier has provided the same information to participating customers as effectively as the quarterly mailings required under 220 CMR 11.06(4)(c).

IV.b.iv. Annual Report: On an annual basis, the Town will report to the Department and the DOER on the status of the aggregation program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in optional products, and such other information as the Department or DOER may request.

IV.c. Funding

All of the costs of the Program will be funded through the supply charges paid by Program participants through the ESA.

The primary cost will be the charges of the Competitive Supplier for the power supply, which will include the cost of any additional RECs above the RPS. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour Commission Fee that will be paid by the Competitive Supplier to the Aggregation Consultant, as specified in the ESA. This Commission Fee will cover the services of the Aggregation Consultant, including developing the Aggregation Plan, managing the supply procurement, developing and

implementing the public education plan, providing customer support, interacting with the Local Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt hour.

In addition, the Town may direct the competitive supplier to include in the supply price an Operational Adder of up to \$0.001 per kilowatt-hour to be payable by the competitive supplier to the Town. Funds collected through the Operational Adder shall be used to support the operational costs of the Program, including, for example, 1) additional REC purchases and related obligations such as escrow accounts and other sureties; 2) other forms of support for local energy projects that create benefits for Program participants; and 3) personnel costs associated with an energy manager one of the responsibilities of which is to assist with the aggregation Program. If the Town chooses to implement the Operational Adder, the Program website and opt-out letter will note that the supply price includes that Adder.

IV.d. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the Program will be set through a competitive bidding process and will include the Commission Fee and applicable taxes pursuant to the ESA and may include the Operational Adder. The inclusion of the Operational Adder and its amount will be determined after the receipt of bids from competitive suppliers. Additionally, power supply charges may include credits or discounts applicable to certain rate classes (for example, from a Low-Income Community Shared Solar program), provided, however, that the credit or discount is applied only to the electric supply portion of the customer bill. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the customer classes of the Local Distribution Company. The frequency of price changes will be determined through the competitive bid process. Prices may change as specified in the winning bid or as the result of the Town entering into an amended or new ESA. Customers will be notified of price changes through media releases and postings on the aggregation web site at least 30 days prior to the effective date of the price change. As more fully detailed in **Attachment A**, the Program website will include a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or auditory impairments.

If there is a change in law, due to a Regulatory Event under Article 17 of the ESA or a New Taxes under Articles 1.24, 7.4.4 and 17 of the ESA, that results in a direct, material increase in costs during the term of the ESA, the Town and the competitive supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Town will notify customers of the change in price by issuing a media release and posting notices on the Town and program websites. The notice shall appear in a prominent location on the Town's website with a link to the aggregation website. The Town shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a Regulatory Event or New Taxes. Such notice shall be provided to the Department ten days prior to notifying customers and will include copies of all media releases, postings on the Town and Program websites and any other communications the Town intends to provide to customers regarding the price change.

The Program affects only the electricity supply charges of the customers. Delivery

charges will be unchanged and will continue to be charged by the Local Distribution Company in accordance with tariffs approved by the Department. Discounts provided by the Local Distribution Company, including low-income discounts provided to low-income consumers, are not impacted by the Program.

Participants in the aggregation will receive one bill from the Local Distribution Company that includes both the power supply charge of the Competitive Supplier and the delivery charge of the Local Distribution Company. Any applicable taxes will be billed as part of the Program's power supply charge.

IV.e. Method of Entering and Terminating Agreements with Other Entities

The process for entering, modifying, enforcing, and terminating all agreements associated with the Plan will comply with the municipal charter, federal and state law and regulations, and the provisions of the relevant agreement.

The Town plans to use the same process described in **Section IV.b.** of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current Aggregation Consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the Local Distribution Company using established Electronic Data Interchange (EDI) protocols.

If the Town determines that it requires the services of an Aggregation Consultant after expiration of the existing agreement with Good Energy, it will evaluate opportunities to solicit an aggregation consultant individually or as part of a group of municipalities aggregating the electric load of their respective customers. The Town will solicit proposals for, and evaluate, potential aggregation consultants using a competitive procurement process or alternative procedure which the Town determines to be in the best interest of its customers and consistent with all applicable local, state and federal laws and regulations.

IV.f. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the Program at any time without charge. They may exercise this right by any of the following: 1) calling the toll-free number of the Competitive Supplier; 2) contacting the Local Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the consumer protection provisions of Massachusetts's law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, the Aggregation Consultant, the Competitive Supplier, the Local Distribution Company and the Department. As appropriate, the Town and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Local Distribution Company or the Department.

Participants will continue to be responsible for paying their bills and for providing access to

metering and other equipment necessary to carry out Local Distribution Company operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

IV.g. Extensions or Termination of Program

At least 90 days prior to the end of the term of the initial ESA, the Town will solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen to dissolve the program effective on the end date of the existing ESA. In the event of termination, customers would return to the Basic Service of the Local Distribution Company, unless they choose an alternative competitive supplier. The Town will notify customers of a planned termination of the program through media releases and postings on the Program website.

The Town will notify the Local Distribution Company of the planned termination or extension of the Program. In particular, the Town will provide the Local Distribution Company notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Town will also provide notice to the Director of the Consumer Division of the Department of Public Utilities 90 days prior to a planned termination, which notice shall include copies of all media releases, municipal office and website postings and other communications the Town intends to provide customers regarding the termination of the Program and the return of participants to Basic Service. In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

V. Substantive Requirements

V.a. Universal access

The Plan provides for universal access by guaranteeing that all customer classes will be included in the Program under equitable terms.

All Eligible Customers will have access to the Program. All Eligible Customers will be automatically enrolled in the Program unless they choose to opt out.

When New Eligible Customers move into the Municipality, they will initially be enrolled in Basic Service with the Local Distribution Company. New Eligible Customers will receive an

opt-out notice and at the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out.

New Eligible Residential and Small Commercial Customers will be enrolled at the same price as the existing customers. All other commercial and industrial customers (medium to very large) joining the Program after program initiation will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt-out of the Program at any time with no charge. Customers that opt-out will have the right to return to the Program at a price that reflects market prices at the time of their return.

V.b. Equitable treatment of all Customer Classes

The municipal aggregation statute requires “equitable” treatment of all customer classes. The Department has determined that this does not mean that all customers must be treated “equally,” but rather that similarly situated classes be treated “equitably.” In particular, the Department has allowed variations in pricing and terms and conditions among customer classes to account for the disparate characteristics of those classes.

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer classes (residential, small, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing.

Second, the Program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the Program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include a) the initial customers and b) new customers that move into the Municipality after the Program start-date.

- a. Eligible Customers that enroll at the Program start will receive the standard Program pricing for their rate class.
- b. For new Eligible Customers moving into the Municipality after the Program start, the Program will distinguish between new residential and small commercial customers, who will receive the standard Program pricing, and all other commercial and industrial customers, who may receive pricing based on market prices at the time the customer joins the Program.

Finally, customers that join by opting in include two types of customers: a) customers that did not become part of the Program initially because they were being served by a competitive supplier but then later join the Program; and b) customers re-joining the Program after having previously opted out.

- a. Opt-in customers that were being served by a competitive supplier at Program initiation but who later join the Program will be treated the same as new customers – residential and small commercial customers will receive the standard Program pricing and all other commercial and industrial customers may pay a price based on the then-current market rates.
- b. Opt-in customers that join the Program after having previously opted out may be offered a price based on then-current market rates rather than the standard Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Aggregation Program and Basic Service of the Local Distribution Company.

The following is a summary of the enrollment process and pricing by customer class.

Enrollment Process

Enrollment scenario	All Customer Classes
Eligible Customers at program launch	A Customer Notification Letter will be mailed to all Eligible Customers at the launch of the Program initiation. After the completion of the 37-day opt-out period, the competitive supplier will enroll all Eligible Customers who did not opt out in the standard product.
New Eligible Customers identified after program launch	A Customer Notification Letter will be mailed to all identified new Eligible Customers after program launch. After the completion of the 37-day opt-out period, the competitive supplier will enroll all new Eligible Customers who did not opt out in the standard product.
Customers who opted out and later want to enroll	Customers may request enrollment in any Program product by contacting Program customer support or the competitive supplier.
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	Customers may enroll in any Program product by contacting Program customer support or the competitive supplier.

Pricing Summary

Enrollment scenario	Customer Classes
Eligible Customers at program launch	<i>All Customer Classes</i> Standard contract pricing for all product offers.
Customers who opted out and later want to enroll	<i>All Customer Classes</i> Market-based pricing based on market conditions at the time the customer wants to enroll
New Eligible Customers identified after program launch	<i>Residential and Small C&I</i> , Standard contract pricing for all product offers. <i>Medium, Large & Very Large C&I</i> Market-based price based on market conditions at the time the customer wants to enroll
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	<i>Residential and Small C&I</i> Standard contract pricing for all product offers. <i>Medium, Large and Very Large C&I</i> Customers may enroll in the program by contacting Program customer support or the competitive supplier.

V.c. Reliability

Reliability has both physical and financial components. The Program will address both through the Electricity Supply Agreement (“ESA”) with the Competitive Supplier. From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. The Local Distribution Company will continue to remain responsible for delivery service, including the physical delivery of power to the customer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA requires the Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the Local Distribution Company supply rate). The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the Program satisfies the reliability requirement of the statute.

VI. Planned Schedule

The planned schedule below is presented for illustrative purposes. The final schedule will be established once the Program has received all necessary approvals.

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Town and Competitive Supplier
32	Competitive Supplier notifies Local Distribution Company (Eversource) to prepare retail electric customer data of the Town; broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.
44	Competitive Supplier receives retail electric customer data from Local Distribution Company
48	Competitive Supplier, at its expense, mails opt-out notice and reply cards with pre-paid envelopes to all retail electric customers, identifying the return date (no earlier than 33 days from mailing) by which the reply card envelopes must be postmarked by Eligible Customers electing to opt-out
51	Eligible customers receive opt-out notice in the mail
63	Competitive Supplier completes EDI testing with Local Distribution Company.
81	Return date by which Eligible Customers deciding to opt-out must postmark the reply card in a pre-paid envelope to the Competitive Supplier.
85	Competitive Supplier removes all Eligible Customers who opt out from the eligible list and sends “supplier enrolls customer” EDI for all participating customers
85	Earliest date Program enrollments may commence.
90	Service begins as of each customer's next meter read date

VII. Conclusion

Medfield's Aggregation Program, Medfield Community Electricity (MCE), meets all of the requirements of the municipal aggregation statute, including providing universal access, a reliable power supply and treating all customer classes equitably. The Town looks forward to the approval of this Plan by the Department so that they can launch the Program and pursue the benefits of renewable energy and increased electricity choice for its residents and businesses, recognizing that savings cannot be guaranteed.

Attachment A - Education & Outreach Plan

The following describes the Town's Education & Outreach plan to fully inform and educate potential participants about their opportunities, options and rights for participation in the Program. Eligible customers, including customers with limited English language proficiency and disabilities, must be informed that they will be automatically enrolled in the aggregation and that they will have the right to opt-out of the aggregation program without penalty. The Education & Outreach Plan has the following parts:

1. Program Launch Outreach & Education
2. On-Going Outreach & Education
3. Approach to Overall Education & Outreach
 - 3.1. Enrollment & Pricing
 - 3.2. Required Disclosures & Notices
 - 3.3. Outreach to Persons with Disabilities and Limited English Proficiency
 - 3.4. Limitations on Supplier Communications

1. Program Launch

The Town has prepared a preliminary marketing plan and timeline that identifies the steps the Town may take to implement the broad-based public education efforts and send out the opt-out notification (“Consumer Notification Documents”). The schedule is designed to work towards the estimated date when the Consumer Notification Documents are scheduled to arrive in Eligible Customer’s mailboxes.

Action	From estimated date Consumer Notification Documents arrive in Eligible Customer mailboxes	
	Days before	Days after
A. Launch Website	120+	-
B. Update Website	15	Ongoing
C. Work with local media resources	15	30
D. Active social media outreach	15	30
E. Initial person presentations	15	30
F. Distribute marketing materials	15	30
G. Customer help line	15	Ongoing
H. Mail postcard to all eligible accounts	5	-
I. Customer notification letter arrives	0	0

1.A Launch Website

Timeframe: At least 120 days before the Consumer Notification Documents arrive

All information regarding the Program will be posted on the Program website. The Town's website will include, in a prominent location, basic information about the Program with a link to the Program website. For the duration of the Program, the Program website will provide access to all Plan documents, as may be updated from time to time, including the approved Aggregation Plan, Education Plan, opt-out documents and education materials. The Program website will have links to the website of the Local Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier.

1.B. Update Website

Timeframe: Shortly after signing the ESA (~15 days before the estimated date that the Consumer Notification Documents arrive).

The Program website will be updated to include information on the product options, including pricing, term length, renewable energy, via RECs; as well as enrollment, opt-up and opt-out forms and phone numbers.

1.C. Press Release and Work with Local Media Resources

Timeframe: 15 days before to 30 days after the estimated date that the Consumer Notification Documents arrive.

The Town will develop press releases (**Attachment A-2**) to provide to local media resources, including newspapers and public access TV.

- *Area Newspapers*: The Town will work with Medfield Hometown Weekly, Patch, Medfield Insider and Medfield02052's Blog to disseminate accurate and timely information about the Program. As part of this targeted outreach to these papers, the Town may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other newspaper outlets may include other local publications.
- *Local Public Access Television*: The Town intends to work with Medfield TV (www.medfield.tv). Town can record interviews about the program and Public Service Announcements for upcoming meetings.
- *Municipal Staff Interviews*: Develop Q&A Scripts (**Attachment A-4**) and prepare municipal staff or volunteers for interviews.

1.D. Active Social Media Outreach (Attachment A-5**)**

Timeframe: 15 days before to 30 days after the estimated date that the customer notification letter arrives.

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program website. In concert with the communication leads of the Town, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by Town staff. These accounts may include: Town of Medfield website news alerts, Facebook (@TownofMedfield), Twitter (@TownofMedfield) and YouTube (Medfield TV).

Monitor various channels such as Facebook and Instagram for relevant conversations and questions about the Program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community. These accounts may include: Concerned Citizens of Medfield, Medfield Today and Friends in Medfield.

1.E. Presentations (Attachment A-6)

Timeframe: 15 days before to 30 days after the estimated date that the Consumer Notification Documents arrive.

- *Local Groups*: Connect with local groups and associations to see if representatives of the Town can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with customers with limited-English capabilities or disabilities that may prevent them from accessing Program information. Some of the Community-based groups identified to date which the Town may choose to work with include: Medfield Environment Action and Sustainable Medfield, Parent-Teacher Organizations (MedfieldK8PTO.com and Medfield High School).

Reaching the business community will be important. Presenting to MEMO (Medfield Employers & Merchants Organization) can start this dialogue and lead to additional outreach to and connection with businesses.

- *Board of Selectmen Meetings*: Present or provide materials for the Board of Selectmen meetings and any constituent meetings they may have.

1.F. Distribute marketing materials (Attachment A-7)

Timeframe: 15 days before to 30 days after the estimated date that the Consumer Notification Documents arrive.

Many groups may have a natural interest in promoting awareness about the Program and can be provided with electronic and hard-copy materials with reference information for the Program.

Distribute to key locations such as Municipal offices, Public Library and the Center at Medfield.

1.G. Customer Help Line

Timeframe: At least 15 days before the estimated date that the customer notification letter arrives and ongoing thereafter.

Establish customer helplines with the Competitive Supplier and Aggregation Consultant to answer customer inquiries.

1.H. Mail Postcard to all eligible accounts (Attachment A-8)

Timeframe: 5 days before the estimated date that the customer notification letter arrives.

A postcard with municipal branding establishes that there is a community-sponsored Program and increases the likelihood that recipient engages with the more detailed Consumer Notification Documents.

1.I. Customer Notification Documents arrive (Exhibit 1, Attachment B)

2. Ongoing Outreach and Education

The Town intends to continue outreach and education for consumers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Town. The types of information the Town expects to communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for consumer inquiries and details regarding the Program's electric supply and renewable attributes. In addition to the websites, outreach and education may also be provided through: bilingual public service announcements; bilingual interviews with local media outlets; bilingual news releases in local media; notices in newspapers; public postings in municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the Program website.

2.1 Quarterly Information Disclosure

As part of its ongoing service, the Town will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. The Town requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission instead to provide the information through alternative means, including press releases, postings at municipal offices or postings on the Program website. The Town expects to make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through the alternate means described above. The Department has granted the Town's request for a waiver from the information disclosure requirements, subject to the Town's demonstration in each Annual Report to the Department

that its Competitive Supplier has provided the same information to participating consumers as effectively as the quarterly mailings required under 220 CMR 11.06(4)(c).

3. Approach to Overall Education & Outreach

3.1 Enrollment and Pricing

Customers will be informed of the various enrollment and pricing procedures both at and after Program initiation. The following is a summary of the enrollment process and pricing by customer class.

a. Enrollment

Enrollment scenario	All Customer Classes
Eligible Customers at program launch	A Customer Notification Letter will be mailed to all Eligible Customers at the launch of the Program initiation. After the completion of the 37-day opt-out period, the competitive supplier will enroll all Eligible Customers who did not opt out in the standard product.
New Eligible Customers identified after program launch	A Customer Notification Letter will be mailed to all identified new Eligible Customers after program launch. After the completion of the 37-day opt-out period, the competitive supplier will enroll all new Eligible Customers who did not opt out in the standard product.
Customers who opted out and later want to enroll	Customers may request enrollment in any Program product by contacting Program customer support or the competitive supplier.
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	Customers may enroll in any Program product by contacting Program customer support or the competitive supplier.

b. Pricing

Enrollment scenario	Customer Classes
Eligible Customers at program launch	<i>All Customer Classes</i> Standard contract pricing for all product offers.
New Eligible Customers identified after program launch	<i>Residential and Small C&I</i> , Standard contract pricing for all product offers. <i>Medium, Large & Very Large C&I</i> Market-based price based on market conditions at the time the customer wants to enroll
Customers who opted out and later want to enroll	<i>All Customer Classes</i> Market-based pricing based on market conditions at the time the customer wants to enroll
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	<i>Residential and Small C&I</i> Standard contract pricing for all product offers. <i>Medium, Large and Very Large C&I</i> Customers may enroll in the Program by contacting Program customer support or the competitive supplier.

3.2 Required Disclosures & Notices

Savings Not Guaranteed - Any Program materials which include the

Town's goals of lower cost power or cost savings, or which reference price savings, price stability, economic benefits or a like term, will also include in each instance a disclaimer that the Town cannot guarantee that the Aggregation Program will provide customers with prices lower than the local distribution company's Basic Service rate that may be in effect at any point of time during the term of any supply contract entered into by the Town.

Automatic Enrollment - All customer education materials (i.e., announcements, slides, scripts presentations and the Customer Notification Letter) will disclose to Eligible Customers that they will be automatically enrolled in the Program unless they exercise their right to opt-out.

Low Income Discounts Not Affected - Program materials will also include a statement, where appropriate, that discounts provided by the Local Distribution Company to low-income consumers are not affected by the Program.

Competitive Supply Customers – To the extent the Town's Program materials seek to inform competitive supply customers about the Program, it will disclose that such customers may be subject to penalties or early termination fees if they switch from competitive supply to the Program during the term of a contract with the competitive supplier.

Price Change - In the event of a price change, customers will be notified of through media releases and postings on the Town and CEA websites at least 30 days prior to the effective date of the price change.

3.3 Outreach to Persons with Disabilities or Limited English Proficiency

Persons with Disabilities - The Town seeks to ensure that all eligible customers are properly informed about their rights and obligations under the aggregation program including those with disabilities. In addition to the Customer Notification Letter, the Town plans on using the program website and radio advertising as well as posters and handouts to ensure effective communication with all eligible customers. To the extent possible public education events will be held in accessible spaces or, in the alternative, will be available on-line for the mobility impaired. Outreach efforts may be communicated in print and audio formats to provide access to both the hearing and visually impaired.

The program website will include an Americans with Disabilities Act (ADA) commitment statement asking visitors to contact us to help resolve any accessibility issues on an ad hoc basis.

Assistive technologies such as TTY (TeleTYpe) for the hearing impaired will be integrated into the public outreach materials to accommodate individuals with hearing impairments, such as the reference to the TTY number included in the Language Access Document. Price charts on the aggregation websites will use text rich formats and .pdf files, rather than .jpeg and .png images, so that the charts can be read aloud by a computer. Images will also employ alternate text options so that every page on the website can be read out loud by a computer, leveraging assistive technology.

In addition, the program website will use WordPress, which conforms with web content accessibility guidelines and is actively working to make their Content Management System (CMS) ADA compliant.

Persons with Limited English Proficiency - The Town will make reasonable efforts through its Program notifications, customary media outlets and program website to reach and educate all residents about the details of the Program, including those with limited English proficiency. At the launch of the program, the Town will include in its Customer Notification Letter a Language Access Document in the language of limited-English speaking residents. The Language Access Document includes a message in 26 languages encouraging eligible customers to have the notification translated and providing the program website address and toll-free number. The program website will have translation services that can translate the website text and program information into more than 100 languages. The website is the primary vehicle for communicating program information, both before and after the Program launch and any price changes will be announced through media releases and posted on the website with the translation function.

The Town will also endeavor to work with individuals who need language support as those needs are identified. The Town has identified those residents within the Town that speak English “less

than very well” and that speak another language as their primary language, all of which are less than 1%. The percentages are based on a population of approximately 11,962 residents.

Based on this data, the Town intends to make program information available in English. Non-English speaking customers can also access CEA website which includes a translation function that translates materials on the website into over 100 different languages.

Population speaking English less than very well		
Language Spoken at Home	Number of Speakers in Medfield	Percent of Total Medfield Population
Spanish	36	0.30%
French (incl. Patois, Cajun)	21	0.18%
Greek	13	0.11%
Hindi	14	0.12%
Other Indic Languages	33	0.28%
Other Indo-European Languages	23	0.19%
Japanese	17	0.14%

Source: 2015 American Community Survey 5-year estimate, Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over. See Attachment A-1 for original source data.

3.4 Limitations on Supplier Communications

The Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers and Program participants to send Department-approved educational materials, opt-out notices, or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Customers or Program participants.

Attachments

A-1 – Residents with Limited English Language Proficiency

A-2 – Press Release

A-3 – Q&A Script

A-4 – Website Screen Shot

A-5 – Social Media Outreach

A-6 – PowerPoint Presentation

A-7 – Brochure

A-8 – Postcard



Town of Medfield

Medfield Community Electricity

MM/DD/YYYY

Dear Medfield Electricity Customer,

The Town of Medfield is offering Medfield Community Electricity (MCE), which provides new Town-vetted options for electricity supply. Eversource will continue to deliver your electricity, however, the electricity supplier was chosen by the Town of Medfield through a competitive bid process that leveraged the bulk-buying power of our community, understanding that future savings cannot be guaranteed.

You will be automatically enrolled in the MCE product, “Medfield Standard,” as of your Month YEAR electricity meter read, unless you choose one of our optional products or choose to opt out.

To opt out and avoid automatic enrollment in the Medfield Community Electricity program, you must do one of the following before MM/DD/YYYY:

 **mail and postmark the enclosed opt-out card** OR  **call Supplier_Name at (ARE) NUM-BERS** OR  **submit the opt-out form at WebsiteURL.com**

Participants may also opt out of Medfield Community Electricity at any time during the Program without penalty. Please read further to learn more about MCE.

— Jane Smith, Town Administrator, Town of Medfield

MCE GOALS



Renewable Energy

MCE's standard product includes more renewable energy certificates, known as Massachusetts Class I RECs, than required by the Commonwealth. This means you are helping to support the growth of renewable energy in our region. Optional products that include a higher amount of renewable energy certificates are also available and described below.



Electricity Choice

MCE offers different electricity supply choices with different levels of renewable energy certificates to match your budget and climate goals.



Competitive and Stable Prices

All MCE prices are fixed for ## months (Month YEAR through Month YEAR), whereas Eversource Basic Service prices change every six months for Residential and Commercial customers and every three months for Large Commercial and Industrial customers. MCE offers options that are intended to be price competitive with Eversource Basic Service, however, **savings cannot be guaranteed**. This is because Basic Service rates are not known for the entire period of Medfield's contract and may therefore be above or below MCE rates in any subsequent period.

MCE OPTIONS

Standard Product

1 Medfield Standard: This is the **standard product** that you will be automatically enrolled in if you do nothing. It includes 10% more renewable energy certificates than required by the Commonwealth. This product helps you be a climate leader, while still focusing on competitive prices. The goal for this product is to be equal to, or lower than, average Eversource Basic Service rates over Medfield's contract term. However, as future Basic Service rates are unknown, **savings cannot be guaranteed**.

Other Products

MCE also offers optional electricity products, each with differing amounts of renewable energy certificates relative to state requirements. To enroll in any of these optional products, you must contact the supplier, **Supplier_Name**, at (ARE) NUM-BERS or sign up on the aggregation website: WebsiteURL.com.

2 Medfield 100: This is an **optional product**. It includes renewable energy certificates (MA Class I) equal to one hundred percent (100%) of a customer's electricity consumption. It also meets all renewable energy standards set by the Commonwealth.

3 Medfield 50: This is an **optional product**. It includes fifty percent (50%) more renewable energy certificates (MA Class I) than required by the Commonwealth.

4 Medfield Basic: This is an **optional product**. It includes the minimum amount of renewable energy certificates (MA Class I) required by the Commonwealth.

MA CLASS I RECs

Some optional products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

MCE PRICING

	Electricity Supply Product	Renewable Energy Certificates (RECs)	Residential	Small Commercial and Industrial (C&I)	Large Commercial and Industrial (C&I)	Price Period
MCE	Medfield Standard (standard)	10% greater than MA Class I requirements	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	Month YEAR-Month YEAR Rates apply to service beginning and ending on the days of the month that your meter is read.
	Medfield 50 (optional)	50% greater than MA Class I requirements	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	
	Medfield 100 (optional)	MA Class I RECs equal to 100% of customer's metered consumption	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	
	Medfield Basic (optional)	Meets minimum MA Class I requirements	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	
What You Have Now	Eversource Basic Service	Meets minimum MA Class I requirements	\$0.10753/kWh	\$0.09850/kWh	NEMA \$0.12746/kWh	November 1, 2021 - April 30, 2022 Residential and Commercial* November 1, 2021 - January 31, Year Large C&I*

***No guarantee of savings.** Eversource Basic Service rates for electric supply change every six months for Residential and Commercial customers, and every three months for Large Commercial and Industrial customers. Eversource Basic Service rates may be above or below MCE rates for customers during any subsequent period. Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract.

Rates indicated above are for Supply Services only. Commission fee for all MCE products is included in above rates. This fee is \$0.001/kWh for the aggregation consultant. Rates also include taxes which are billed as part of the power supply charge.

MCE PARTICIPATION

To **enroll in the MCE Medfield Standard product**, you do not need to take any action. To **enroll in an optional MCE product**, contact the supplier, Supplier_Name, or use the online form at WebsiteURL.com. **If you don't wish to participate**, mail and postmark the enclosed opt-out card on or before **MM/DD/YYYY** to avoid automatic enrollment in the MCE program.

Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from Eversource.

Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.

Exit Terms for Eversource Basic Service: There is no penalty charge for leaving Eversource's Basic Service, however, Large Commercial and Industrial customers may receive a billing adjustment charge or credit.

You can leave the Program any time after you have enrolled, with no early termination fees. If you leave the Program, your account(s) will be returned to Eversource's Basic Service on the next available meter read.

How to access information about Basic Service: visit www.mass.gov/info-details/basic-service-information-and-rates, or call Eversource at (800) 592-2000.

If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.

Tax-exempt small business customers must provide a copy of their Energy Exemption Certificate directly to Supplier_Name via email at TaxExempt@supplier.com, fax at (800) 555-1212, or mail at Supplier, Attn: Tax Exempt Dept, Supplier Town, State, Zip in order to maintain their tax-exempt status.

CUSTOMER SUPPORT & MORE INFORMATION

For more information visit WebsiteURL.com or call (ARE) PRO-GRAM.

To select an optional MCE product, or to opt out of the Program, please contact Supplier_Name at (ARE) NUM-BERS #AM to #PM or by email at Supplier@supplier.com

Opt-Out Reply Card



Town of Medfield
Medfield Community Electricity
Account Number placeholder
Opt-Out Code placeholder

X

Signature

Date

Current Resident Name

1234 Main St
YourTown, MA 12345

If you wish to participate in the Medfield Community Electricity program, you do not need to take any action. You will be automatically enrolled.

Opt-Out Instructions

If you do not want to participate:

1. Sign and date this card
2. Insert into postage pre-paid envelope
3. Mail envelope

The card must be signed by the customer of record whose name appears in the address on this card.

The envelope must be mailed and postmarked on or before MM/DD/YYYY to opt out of the Program before automatic enrollment.



Town of Medfield

c/o Supplier Address,
City, State ZIP

Presorted
Standard
U.S. Postage
Paid
XXXXX
XXX

Current Resident Name

1234 Main St
YourTown, MA 12345

Time-sensitive notice from the Town of Medfield.



Medfield Community Electricity



IMPORTANT NOTICE



The Massachusetts Department of Public Utilities directs that we include the following message in all of these different languages. The message states: "Important notice enclosed from the Town of Medfield about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help."

SPANISH/ESPAÑOL Incluye importante notificación de	POLISH/POLSKI Załączono ważne powiadomienie od
sobre su servicio eléctrico. Traduzca la notificación inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.	dotyczące usług w zakresie dostaw energii elektrycznej. Prosimy o niezwłoczone przetłumaczenie tego powiadomienia. W celu uzyskania pomocy należy zadzwonić pod wyżej podany numer telefonu lub odwiedzić wyżej wymienioną stronę internetową.
PORTUGUESE/PORTUGUÊS Aviso importante incluído do	NEPALI/नेपाली तपाईंको विद्युतीय सेवा बारे
sobre seu serviço de eletricidade. Traduzir o aviso imediatamente. Ligar para o número ou visitar o site, acima, para obter ajuda.	बाट संलग्न गरिएको महत्वपूर्ण सूचना । सूचनालाई तत्कालै अनुवाद गर्नुहोस् । मद्दतको लागि, माथि दिइएको नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस् ।
CHINESE (SIMPLIFIED)/中文 随附来自	MARATHI/मराठी कडून महत्वाची सूचना संलग्न केली आहे
的重要通知, 有关您的供电服务。请立刻翻译此通知。如果您需要帮助, 请通过上面提供的信息致电或者访问网站。	आपल्या विद्युत सेवेसंबंधी, या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाईटला/संकेतस्थळास भेट द्या.
CHINESE (TRADITIONAL)/中文 隨附以下重要通知	YORUBA/YORÙBÁ Àkíyèsí pàtàkì tí a fi sínú rẹ láti ọdó
事關您的電力服務。請立即翻譯通知。如需協助, 請致電上述號碼或瀏覽網站。	nípa isé iná mònàmóná rẹ. Túmò àkíyèsí náà lésèkésè. Pe nónbà náà tábí bẹ ààyè lórí ayélujára, lókè, wò fún ìrànlówó.
HAITIAN/KREYÒL Wap jwenn yon avi enpòtan ki soti nan	IGBO/NDI IGBO Ọkwa diị mkpa e zitere na
osijè sèvis elektrisite w. Tradwi avi a imedyatman. Rele nimewo a oswa vizite sit entènèt ki anwo a, pou w jwenn èd.	gbasara ọrụ ọkụ eletrik gi. Tugharja ọkwa ozigbo. Kpoo nomba à ma ọ bụ gaa na webusajị, diị n'elu, maka enyemaka.

VIETNAMESE/TIẾNG VIỆT Có đính kèm thông báo quan trọng từ	AMHARIC/አማርኛ የኢትዮጵያ አገልግሎቶ በተመለከተ ከ
về dịch vụ điện của quý vị. Hãy phiên dịch thông báo này ngay. Xin gọi số điện thoại hoặc vào mạng lưới của chúng tôi, bên trên, để được giúp đỡ.	የተሰጠ ጠቅሚ ማስታወሻ ከዚህ ዓይነ በአገልግሎት ተደረሱ:: ማስታወሻዎን በአገልግሎት የስተዳደሩ አገልግሎት:: እና ለማንኛ:: ከለይ በተገለጻው ስለዚ ተጥር ይደውሉ ወደም ይረዳ የገንዘብ::
RUSSIAN/РУССКИЙ Прилагается важное сообщение от касательно вашего снабжения электроэнергией. Переведите это сообщение безотлагательно. Если вам нужна помощь, позвоните по указанному номеру или зайдите на сайт.	SOMALI/SOOMAALI Ogeysiin muhiim ah oo ku lifaaqan oo ka timid oo ku saabsan adeegaaga korontada. Fasir ogeysiinta isla markaas. U soo wac lambarka ama u booqo websaydka, koreeyo, wixii caawin ah.
ARABIC/عربى ملاحظة هامة متضمنة من حول خدمة الكهرباء خاصتك. يرجى ترجمة الملاحظة فورا. اتصل بالرقم أو قم بزيارة الموقع أعلاه للحصول على المساعدة.	JAPANESE/日本語 からの電力供給に関する重要なお知らせが添付されています。このお知らせをすぐに翻訳してください。ご質問がある場合は、上記の電話番号までお電話いただか、ウェブサイトをご覧ください。
KHMER/ខ្មែរ សេចក្តីផ្តើមដំណឹងសំខាន់ ដានឆ្លាប់មកពី អំពីសេវាអគ្គិសនីរបស់អ្នក។ ហក្សប្រសចក្តីផ្តើមដំណឹងនេះឆ្លាមៗ។ ឬតីទៅលេខ បូទស្សនាគេហែទំនាក់ទំនាក់ សំរាប់ជំនួយ។	GUJARATI/ગુજરાતી ના તરફથી મહત્વપૂર્ણ નોટિસ બીડેલ છે તમારી વીજણી સેવા વિશે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કોલ કરો અથવા વેબસાઇટની મુલાકાત લો.
FRENCH/FRANÇAIS Avis important ci-joint de à propos de votre service d'électricité. Traduisez immédiatement l'avis.appelez le numéro ou visitez le site Web ci-dessus pour obtenir de l'aide.	SWAHILI/KISWAHILI Notisi muhimu ambayo imeambatishwa kutoka kwa kuhusu huduma ya umeme unayopokea. Ifasiri notisi papo hapo. Piga simu kwa nambari au zuru tovuti, hapo juu, ili kupata usaidizi.
ITALIAN/ITALIANO Comunicazione importante in allegato da riguardante il suo servizio di elettricità. Tradurre il comunicato immediatamente. Se ha bisogno di assistenza chiami il numero o visiti il sito internet sopra indicato.	HINDI/हिंदी यह महत्वपूर्ण सूचना की ओर से आपकी बिजली सेवा के बारे में है। सूचना का तुरंत अनुवाद करें। मदद के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।
KOREAN/한국어 귀하의 전기 서비스와 관련하여 에서 보낸 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화 번호로 연락하거나 웹사이트를 방문해 주십시오.	THAI/ไทย ประการสำคัญที่แนบมาจาก ເກື່ອງກັບບົດກາໂຟຟ້າຂອງຄຸນ ແລ້ວປະກາສກັບທີ່ໄດ້ມາຈາກໄກໂປຢັງໜາຍເລີບ ຂໍ້ໄປກ່ຽວຂ້ອງເວັບໄຊຕົ້ນດ້ານບັນພັນ ເພື່ອຂອງຄວາມໜ້ວຍເກື້ອງ
GREEK/ΕΛΛΗΝΙΚΑ Εσωκλείεται σημαντική ειδοποίηση από που αφορά τον πάροχο ηλεκτρικής σας ενέργειας. Μεταφράστε την ειδοποίηση αμέσως. Καλέστε τον αριθμό ή επισκεφτείτε την παραπάνω ιστοσελίδα για βοήθεια.	LAO/ລາວ ແຈ້ງການທີ່ສໍາຄັນນໍາມາຈາກ ກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການນີ້ໄດ້ມາຈາກໂທທາເບີໂທ ຫຼື ເຂົ້າໄປເບິ່ງໃນເວັບໄຊທີ່ຢູ່ຂ້າງເທິງ.



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

Complete Streets Policy

Vision and Purpose:

Complete Streets are designed and operated to provide safety and accessibility for all users of our roads and sidewalks, including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, and emergency vehicles and for people of all ages and abilities. Complete Streets principles contribute toward safety, health, economic viability, and quality of life in a community. Complete Streets principles can provide accessible and efficient connections between home, school, places of work, recreation, and retail destinations by improving the pedestrian and vehicular environments throughout communities. Complete Streets reduce motor vehicle-related crashes and pedestrian risk, as well as bicyclist risk.

The purpose of the Town Medfield Complete Streets policy is to accommodate all road users by creating a network of facilities that meets the needs of individuals utilizing a variety of transportation modes.

Medfield's Commitment:

The Town of Medfield recognizes that users of our streets, walks and pathways deserve a safe and convenient environment. These users include, but are not limited to pedestrians, bicyclists, motorists, commercial and emergency vehicles, and users of wheelchairs and other power-driven mobility devices.

The Town of Medfield acknowledges that all projects (maintenance, reconstruction, new) are opportunities to apply Complete Streets design principles. The Town will apply Complete Streets principles in the design, construction, maintenance and operations of our streets when deemed practical. Complete Streets design recommendations will be incorporated into both publicly and privately funded projects. Such projects that shall comply with the Medfield Complete Streets Policy include, but are not limited to, infrastructure and street design projects that require approval from the Town of Medfield, federally funded transportation projects, state funded transportation projects (for example, Chapter 90 funding, State Transportation Improvement Grants (STIP), the MassWorks Infrastructure Program), and Town capital funding.

Exceptions:

Exceptions to the Complete Streets Policy may be granted by the Town Administrator, upon recommendation from the Director of Public Works, under the following circumstances:

- Roadways where specific users are prohibited by law. An effort will be made in these cases for accommodations elsewhere.
- Where costs or impacts of accommodation is excessively disproportionate to the need, probable use, or probable future use.
- The existing right-of-way or adjacent land is constrained in a manner that inhibits the addition of transit, bicycle, or pedestrian infrastructure. In this case, the Town shall consider alternatives such as lane reduction, lane narrowing, on-street relocation, shoulders, signage, traffic calming, or traffic enforcement.
- Other Town policies, regulations, or requirements that contradict or preclude the implementation of the Complete Streets Policy.

Best Practices:

The Town will focus on developing a connected, integrated network that serves all road users. Complete Streets principles will be integrated into policies, planning documents, and design of all types of transportation projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of infrastructure on streets and redevelopment projects throughout the Town with an emphasis on areas in a Complete Streets Prioritization Plan, which will be developed after the adoption of this policy.

The Town of Medfield recognizes that Complete Streets may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities overtime. Complete Streets approaches may incorporate a wide range of elements, such as sidewalks, bicycle lanes, crossing opportunities, median islands, accessible pedestrian signals, curb extensions, modified vehicle travel lanes, streetscape, and landscape treatments.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets, including the following:

- The Massachusetts Department of Transportation Project Design and Development Guidebook: <https://www.mass.gov/lists/design-guides-and-manuals>
- The latest edition of American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highway and Streets: https://safety.fhwa.dot.gov/roadway_dept/countermeasures/reduce_crash_severity/policy_memo/aashto_rdg_120626
- The United States Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Design Controls. <https://mutcd.fhwa.dot.gov/>
- The Architectural Access Board (AAB) 521CMR Rules and Regulations <https://www.mass.gov/aab-rules-and-regulations>

- National Association of City Transportation Officials' Urban Street Design Guide: <https://islandpress.org/books/urban-street-design-guide>
- Documents and plans created by and for the Town of Medfield, such as bicycle/pedestrian network plans and conservation/recreation trail plans.

Complete Streets implementation and effectiveness should be constantly evaluated for success and opportunities for improvement. The Town will develop performance measures to gauge implementation and effectiveness of the policies.

Implementation:

The Town intends to make Complete Street practices a routine part of everyday operations by approaching every transportation project and program as an opportunity to improve streets and the transportation network for all users, working in coordination with other department, agencies, and jurisdictions to achieve Complete Streets.

Medfield's Highway Department will use its best judgement regarding the feasibility of applying Complete Streets principals for routine roadway maintenance such as roadway resurfacing, pavement markings, sidewalk upgrades and signage.

The Town will review and either revise or develop proposed revisions to all appropriate planning documents such as open space and recreation plans, zoning and subdivision codes, laws, procedures, rules, regulations, guidelines, programs, and templates to integrate Complete Streets principles in all transportation-oriented projects identified in the Town with an emphasis on those projects as identified in the Prioritization Plan.

The Town Administrator will form a Complete Streets working group, represented by relevant stakeholders (including, the Highway Department, Planning Department, Administration, etc.) which will oversee and implement this initiative with final determination of its applicability on a project-to-project basis made by the Town Administrator.

- The Town will re-evaluate prioritizations of Capital Improvement Plan projects to encourage implementation of this Policy.
- The Town will maintain a priority list of transportation improvement projects including problem intersections and roadways.
- The Town will maintain an inventory of pedestrian and bicycle infrastructure and will prioritize projects that eliminate gaps in the sidewalk and bikeway network.
- The Town will train pertinent town staff on the content of Complete Streets principles and best practices for implementing policy.
- The Town will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way.
- The Town will seek out appropriate sources of funding and grants for implementation of Complete Streets policies

Complete Streets Participant Information

Total Registered Municipalities	Total Policies Approved	Total Prioritization Plans Approved	Total Letters Of Intent	Total Approved Tier 3 Project Applications	Percent Registered Compact Member	Percent Registered Complete Streets Best Practice
278	246	220	3	75	78%	26%

Tier 3 Construction Projects by Fiscal Year (FY) and Round

Fiscal Year and Grant Round	FY17 Round 1	FY17 Round 2	FY18 Round 1	FY18 Round 2	FY19 Round 1	FY19 Round 2
Total Approved	11	15	22	23	24	11
Total Disapproved	-	-	26	18	18	20
Total Applications Submitted	11	15	48	41	42	31

Fiscal Year and Grant Round	FY20 Round 1	FY20 Round 2	FY21 Round 1	FY21 Round 2	FY22 Round 1	FY22 Round 2
Total Approved	18	24	12	12	18	-
Total Disapproved	20	14	-	17	9	-
Total Applications Submitted	38	38	12	29	27	25

MassDOT Complete Streets Policy Scoring Rubric

SUBJECT AREA	ELEMENT	POINTS
Vision & Intent	1. Vision & Intent Includes a vision and intention for how and why the community wants to advance Complete Streets infrastructure.	10
Core Commitment	2. Users & Modes Specifies that the transportation system serves 'all users' including pedestrians, bicyclists and transit passengers of all ages and abilities, as well as trucks, buses and automobiles.	20
	3. All Projects & Phases Specifies that the policy applies to all projects and project phases, including reconstruction, new construction, design, planning, maintenance, and operations, for the entire right-of-way.	15
	4. Clear, Accountable Phases Makes any exceptions to the policy specific and sets a clear procedure that requires high-level approval of exceptions.	10
Best Practice	5. Network Encourages and aims to create a comprehensive, integrated, connected network for all modes, ages, and abilities.	10
	6. Jurisdiction Clarifies which jurisdictions the policy applies to and emphasizes the need for coordination.	5
	7. Design Directs the use of the latest and best design criteria and guidelines while recognizing the need for flexibility in balancing user needs.	10
	8. Context Sensitivity Specifies that Complete Streets solutions be context sensitive and complement the community.	5
	9. Performance Measures Establishes performance standards with measurable outcomes.	5
Implementation	10. Implementation Includes specific next steps for implementation and institutionalization of the policy.	10



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2021-10

STATE CONTRACT # (if applicable) _____

This Contract is made this ____ 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 Barrett Planning Group, LLC, having a usual place of business at 350 Lincoln Street, Suite 2503, Hingham, Massachusetts 02043, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a written quotation to the Town to perform a zoning diagnostic for the Medfield Planning Board, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Proposal for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish a zoning diagnostic report 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 April 30, 2022.
6. Payment for Work: The Town shall pay fees not to exceed \$20,000 for the Program in accordance with the Contractor's fee proposal as included in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
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 planning and zoning 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 evidence of General Liability, Professional Liability, and Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
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)

By: Judith A. Baneck

Title: Owner and Managing Director

Board of Selectmen

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:

/ Judith A. Barrett /
Print Name

Owner and Managing Director
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

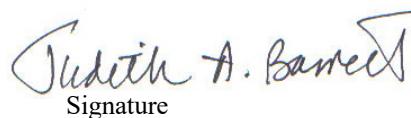
Judith A. Barrett, authorized signatory for
name of signatory

Barrett Planning Group LLC, whose
name of contractor

principal place of business is at 350 Lincoln Street, Ste 2503, Hingham MA 02043, does hereby certify under the
pains and penalties of perjury that Barrett Planning Group LLC 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

11/22/2021
Date

Attachment A



ATTACHMENT A

October 29, 2021

Sarah Raposa, AICP
Town Planner
459 Main Street
Medfield, MA 02052

Per your request, I am providing this scope of work for preparing a Zoning Diagnostic for the Town of Medfield. We will conduct the following tasks.

Task 1. Conduct an initial review of the existing Zoning Bylaw (ZBL), focusing on the following considerations:

- Structure and format
- Navigability, finding aids (such as cross-references), and ease of use
- Clarity of words, phrases, and sections or subsections
- Clarity of district provisions (map, uses, dimensional, other)
- Consistency
- Use and placement of definitions
- Simplicity in approval processes
- Consistency with Zoning Act and judicial decisions
- Obsolete or missing provisions, e.g., technology updates

Task 2. Meet with Town Planner, Building Inspector, and members of the Planning Board and Zoning Board of Appeals, to seek comments on the existing ZBL. These initial meetings will be conducted remotely. The purpose of the interviews is to understand strengths and weaknesses of the ZBL from the perspective of those who administer, interpret, and enforce it. Scope assumes two meetings (group or individual interviews, or combination thereof; remote).

Task 3. Conduct a group interview (remote) with local developers, engineers, attorneys, and others familiar with the Town's zoning and permitting procedures. Focus will be on clarity, consistency, operation of permit review and decision procedures, etc. Scope assumes one meeting (group interview).

Task 4. Review Planning Board and Zoning Board of Appeals administrative rules and regulations for content, consistency with ZBL, and opportunities to relocate content from the ZBL to rules and regulations.

Task 5. Review a sample of recent special permit and site plan review decisions and, if applicable, cases under appeal.

Task 6. Prepare draft zoning diagnostic report, incorporating findings from Task 1 and subsequent interviews with local officials and user groups. In addition, we will provide note policies, practices, and procedures in a limited set of comparison towns.

Task 7. Meet with Planning Board, Town staff to review the draft and receive comments on it.

Task 8. Submit final report.

Scope assumes one in-person meeting if needed and up to three remote meetings; or five remote meetings if no in-person meetings are required by the Town.

Tyler Maren and I will represent Barrett Planning Group for this portion of the work for the Town. For these services, we will charge a lump sum fee of \$20,000, to be billed monthly on a percent completion basis. Per our normal billing policy, we will charge for reimbursement for out-of-pocket expenses, e.g., mileage at the IRS rate, for in-person meetings in Medfield.

If our proposal is acceptable to the Planning Board, please sign and return a copy of this proposal or forward a purchase order or other form of commitment, depending on your internal policies for small-purchase procurement. Thank you.

Sincerely,
BARRETT PLANNING GROUP LLC



Judith A. Barrett
Owner and Managing Director
82-1066293

<u>Alcohol License Renewals</u>	
<u>Restaurant - All Alcoholic Beverages</u>	<u>Business Address</u>
Avenue Restaurant LLC dba Avenue	445 Main Street, Medfield, MA 02052
Tom McGue Inc dba Basil	43 Frairy Street, Medfield, MA 02052
Grand Mandarin Inc dba Jing's Garden II	16 North Meadows Road, Medfield, MA 02052
Kingsbury Club Medfield Inc	2 Ice House Road, Medfield, MA 02052
Noon Hill Partners LLC dba Noon Hill Grill	530 Main Street, Medfield, MA 02052
Zebras Restaurant Group Ltd dba Nosh & Grog Provisions	21 North Street, Medfield, MA 02052
Takara Group Inc dba Takara	One Green Street, Medfield, MA 02052
<u>Package Store - All Alcoholic Beverages</u>	<u>Business Address</u>
Bullards Market and Package Store Inc	One Green Street, Medfield, MA 02052
Medfield Package Store Inc. (Larkin's)	20 North Street, Medfield, MA 02052
Palumbo Liquors	547 Main Street, Medfield, MA 02052
<u>Package Store - Wines and Malt</u>	<u>Business Address</u>
Gulf Resources Inc dba Medfield Commons	270 Main Street, Medfield, MA 02052
M Carroll Inc dba Medfield Wine Shoppe	258 Main Street E Medfield, MA 02052
<u>Farmer Brewery Pouring Permit</u>	<u>Business Address</u>
Seventh Wave Brewing Inc	120 N Meadows Road Medfield, MA 02052
Zelus Beer Company LLC dba Zelus Beer Company	One Green Street 2 Medfield, MA 02052
<u>Common Victualler License Renewals</u>	
<u>Licensee</u>	<u>Business Address</u>
Avenue Restaurant LLC dba Avenue	445 Main Street, Medfield, MA 02052
Tom McGue Inc dba Basil	43 Frairy Street, Medfield, MA 02052
Blue Moon Bagel Café	236 Main Street, Medfield, MA 02052
Casa Bella Pizza	454 Main Street, Medfield, MA 02052
China Sky	24 North Street, Medfield, MA 02052
Cutlets	14 North Street, Medfield, MA 02052
Donut Express/ Cakes	258 Main Street, Medfield, MA 02052
Parafa LLC dba Italian Groceria & Deli	258 Main Street, Medfield, MA 02052
Grand Mandarin Inc dba Jing's Garden II	16 North Meadows Road, Medfield, MA 02052
Kingsbury Club Medfield Inc	2 Ice House Road, Medfield, MA 02052
Gulf Resources, Inc. dba Medfield Commons	270 Main Street, Medfield, MA 02052
Medfield Donuts, Inc.	270 Main Street, Medfield, MA 02052
Medfield Donuts II	563 Main Street, Medfield, MA 02052
Medfield House of Pizza	Go Fresh Food Inc., 10 North Street, Medfield, MA 02052
Medfield Subway	547 Main Street, Medfield, MA 02052
Noon Hill Partners LLC dba Noon Hill Grill	530 Main Street, Medfield, MA 02052
Nosh & Grog Provisions	21 North Street, Medfield, MA 02052
Papa Gino's, Inc	10C North Meadows Road, Medfield, MA 02052
Royal Pizza	483 Main Street, Medfield, MA 02052
Starbucks Corp	467 Main Street, Medfield, MA 02052

Takara Group Inc dba Takara	One Green Street, Medfield, MA 02052
The Village Griddle	14A North Meadows Road, Medfield, MA 02052

Amusement License Renewals

<u>Licensee</u>	<u>Business Address</u>
Tom McGue Inc dba Basil	43 Frairy Street, Medfield, MA 02052
Grand Mandarin Inc dba Jing's Garden II	16 North Meadows Road, Medfield, MA 02052
Kingsbury Club Medfield Inc	2 Ice House Road, Medfield, MA 02052
Noon Hill Partners LLC dba Noon Hill Grill	530 Main Street, Medfield, MA 02052
Nosh & Grog Provisions	21 North Street, Medfield, MA 02052

Class II Motor Vehicles Sales License Renewals

<u>Licensee</u>	<u>Business Address</u>
Keegan's Automotive	27 Brook Street, Medfield, MA 02052

From: Kate Flanagan [REDACTED]
Date: December 13, 2021 at 4:35:55 PM EST
To: ktrierweiler@medfield.net
Cc: Kathy McDonald <kmcdonald@medfield.net>
Subject: Application for Medfield Outreach Advisory Board

Hi Kristine,

I would like to formally express my interest in joining the Medfield Outreach Advisory Board to the Selectman and enclose

I was born and raised in Medfield and my parents continue to reside in town; my Dad and uncle just retired from their far and grad school and spent my 20's living in Boston before returning to Medfield while pregnant with my first child. I am now soon have them educated through the Medfield school system.

Additionally, I am a business owner and I have a wellness group in Norwood, offering nutrition counseling, movement classes teaching our clients how to nourish and move through both evidenced-based, scientific education and weight-neutral self-care and adults through their ED recovery. This often comes with addressing other comorbid mental health issues as they can affect many people. Mental health, confounded by socio-economic status, employment status, health, housing and so much more. Outreach are in dire need.

This past 18 months has only heightened the focus and need for mental health treatment and care in our society. My own personal experience has had to face the realities of mental health stigma and barriers to care after losing a close friend to depression via suicide.

Between my desire to do more for mental health awareness after experiencing the struggles of my clients, and committing to the Medfield Outreach Advisory Board seemed like the perfect fit for me to offer my knowledge and expertise, and volunteer my time.

Please let me know if you have any questions at all.

Best,
Kate

(I go by Kate Thomas professionally, Kate Flanagan as a Mom. Very confusing!)

--

Kathryn Thomas Flanagan
Cell: [REDACTED]



Nicholas Milano <nmilano@medfield.net>

Proposed new members - Medfield Historic District Commission

Michael Taylor [REDACTED]
To: Nicholas Milano <nmilano@medfield.net>
Cc: ktrierweiler@medfield.net, Sarah Raposa <sraposa@medfield.net>

Fri, Dec 10, 2021 at 1:45 PM

Dear Nick:

We have two proposed new members of the Medfield Historic District Commission. The first is Caitlin E. Struble, AIA, LEED AP BD+C, an architect, who would essentially be replacing David Sharff, who moved to Boston. Please see Caitlin's bio below.

I will send you the second proposed member in a separate e-mail.

Best,

Michael Taylor, Chair
Medfield Historic District Commission

From: Caitlin Struble [REDACTED]
Sent: Tuesday, September 14, 2021 4:50 PM
To: Michael Taylor
Subject: Re: Member - Medfield Historic District Commission

Hello Michael,

Thank you for thinking of me for this role. I would be happy to join your committee and hope that my time makes a difference in some small way.

Bio:

Caitlin E. Struble, AIA, LEED AP BD+C

I am licensed to practice architecture in Massachusetts and Washington and have over 15 years of experience in architectural design, planning and construction. After earning a Bachelor's of Architecture from Cornell University, I went on to work for several large firms across the US and have been a part of the creation of buildings for everything from Elementary Schools through College campuses, Multi-Family Housing, Restaurants and Retail spaces. For the past 6 years I have been primarily focusing on Residential Architecture with my own firm, Winslow Design, Inc, located in Medfield, MA.

My focus in my residential practice is to design any new construction or additions and renovations of existing homes with the goal to appear as if they have always been there and ensure they fit within the fabric of the neighborhood and community. My love of historic architecture is what drives this design direction, which I believe makes me a good candidate to help maintain the character and charm of the historic district of Medfield.

Please let me know if you need any additional information and what the next steps may be.

Thank you,

Caitlin.

Caitlin E. Struble, AIA, LEED AP BD+C

Winslow Design, Inc.



winslowdesign.net/

<https://www.instagram.com/winslowdesignarch/>

www.facebook.com/WinslowDesignArchitecture/

AFTER RECORDING RETURN TO:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of _____, 2021, by and among the Town of Medfield, a municipal corporation ("Ground Lessor"), the Kingsbury Club Medfield, Inc., a Massachusetts corporation ("Ground Lessee"), and 2 Ice House, LLC, a Massachusetts limited liability company ("Solar Tenant").

Reference is made to that certain Ground Lease ("Ground Lease") by and between Ground Lessor to Ground Lessee, dated September 1, 2007, regarding certain property in Medfield, Massachusetts ("Property") as more particularly set forth in a certain Notice of Lease recorded in the Norfolk County Registry of Deeds at Book 25170, Page 44.

Reference is made to those two Option and Lease Agreements ("Lease") dated as of March 21, 2019, between Ground Lessee, as landlord, and Sunspire Solar LLC (predecessor-in-interest to Solar Tenant), as tenant, one for the lease of approximately 35,000 square feet of roof space and one for the lease of approximately 53,000 square feet of roof space situated within the Property (each being a "Premises") for the development and operation of a roof-top mounted photovoltaic energy facility, battery storage system and associated support and connection facilities (the "Project").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Ground Lessor hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, the Lease is and shall be subject and subordinate at all times to the Ground Lease and to all renewals, replacements and extensions of the Ground Lease and any extensions, modifications, renewals, consolidations and replacements thereof.
3. Solar Tenant agrees that if the Ground Lessor shall succeed to the interest of the Ground Lessee in said Lease, whether by termination or surrender of the Ground Lease or otherwise, Solar Tenant will recognize, and attorn to Ground Lessor as its landlord under the terms of said Lease.
4. Ground Lessor agrees that, in the event of a termination of the Ground Lease or other right asserted under the Ground Lease by the Ground Lessor, the Lease and the rights of Solar Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, except for default continuing after notice and beyond any applicable grace period set forth in the Lease and otherwise in accordance with the provisions of said Lease.
5. In the event Ground Lessor succeeds to the interest of Ground Lessee under the Lease, Solar Tenant will have the same remedies against Ground Lessor for any default under the Lease; provided, however, that Ground Lessor shall not be:

(i) liable for any act or omission of any prior landlord (including Ground Lessee) under the Lease, except for non-monetary defaults of a continuing nature;

(ii) subject to any off-sets or abatements against Rent or other charges which Solar Tenant may have against any prior landlord (including Ground Lessee), except for the exercise of rights expressly set forth in the Lease and to which Ground Lessor has prior notice; or

(iii) bound by any Rent or other charges which Solar Tenant might have paid for more than the current month to any prior landlord (including Ground Lessee), except as expressly required under the Lease.

Nothing herein contained shall impose any obligations upon Ground Lessor to perform any of the obligations of Ground Lessee under the Lease, unless and until Ground Lessor shall become the landlord under the Lease or is in possession of the Premises.

6. Solar Tenant agrees to provide Ground Lessor with a copy of any notice that Solar Tenant may send to Ground Lessee pursuant to the terms of the Lease concerning a default by Ground Lessee under the Lease, or any breach by Ground Lessee for which Solar Tenant intends to exercise any rights of self-help. Solar Tenant agrees that Ground Lessor shall have the same opportunity and the same period of time to cure any default of Ground Lessee as provided to Ground Lessee pursuant to the terms of the Lease. Unless changed by written notice to Solar Tenant, Ground Lessor's notice address is as follows:

Town of Medfield
Town Hall
459 Main Street
Medfield, MA 02052
Attention: _____

All notices between Ground Lessee and Solar Tenant shall be sent in the manner set forth under the Lease.

7. Ground Lessee agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Ground Lessor of any of its rights under the Ground Lease or related documents, and that the Ground Lease and any related documents remain in full force and effect and shall be complied with in all respects by Ground Lessee.

8. In the event that the Ground Lessor or Ground Lessee needs or wishes to perform repair, replacement, examination or alteration (the "Utility Work") with respect to any of the water, sewer, drainage, electric or other utility lines located underneath or adjacent to the Project ("Existing Utilities"), the party seeking to perform such work ("Alteration Party") shall:

- (i) provide Solar Tenant with not less than 10 days advance notice of such Utility Work, except in the event of emergency, in which case the Alteration Party shall provide such notice as is feasible;
- (ii) use diligent commercial efforts such that disturbance to the Premises and Project by such Utility work is minimized;
- (iii) cause such Utility Work to be performed at the sole cost and expense of the Alteration Party by licensed and insured contractors in accordance with sound commercial construction practices;
- (iv) diligently prosecute the performance of such Utility Work to completion as promptly as feasible; and

(v) promptly restore those elements of the Premises under or adjacent to the Project as nearly as feasible to their state prior to such Utility Work.

9. No material modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause of action arising hereunder shall be valid, or effective unless in writing and signed by the parties.

10. In the event Ground Lessor notifies Solar Tenant of the occurrence of an Event of Default under the Ground Lease and demands that Solar Tenant pay Rent due under the Lease directly to Ground Lessor, Solar Tenant shall honor such demand and pay such sums due under the Lease directly to Ground Lessor, or as otherwise directed pursuant to such notice. In complying with these provisions, Solar Tenant shall be entitled to rely solely upon the notices given by Ground Lessor, and Ground Lessee agrees to indemnify and hold Solar Tenant harmless from and against any and all loss, claim, damage, or liability arising out of Solar Tenant's compliance with such notice. Solar Tenant shall be entitled to full credit under the Lease for any Rent paid to Ground Lessor in accordance with the provisions of this paragraph to the same extent as if such Rent was paid directly to Ground Lessee. Ground Lessee unconditionally authorizes and directs Solar Tenant to make such payments directly to Ground Lessor following receipt of such notice and further agrees that Solar Tenant may rely upon such notice without any obligation to further inquire as to whether or not any default exists under the Ground Lease, and that Ground Lessee shall have no right or claim against Solar Tenant for or by reason of any such payments made by Solar Tenant to Ground Lessor following receipt of such notice. Any dispute between Ground Lessor and Ground Lessee as to the extent, nature, existence or continuance of such an Event of Default under the Ground Lease, or with respect to the termination of the Ground Lease by Ground Lessor, shall be dealt with and adjusted solely between Ground Lessor and Ground Lessee, and Solar Tenant shall not be made a party thereto except to the extent required by law.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

[Signatures on the following page]

IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

GROUND LESSOR:

TOWN OF MEDFIELD

By:
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____ as _____ of the Town of Medfield, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose in the aforesaid capacity, and further acknowledged the foregoing to be the free act and deed of said Town of Medfield.

Notary Public: _____

Name (print): _____

My commission expires: _____

GROUND LESSEE:

KINGSBURY CLUB MEDFIELD, INC.


By: Robert Tanji Giias
Its: President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

On this 18th day of December, 2021, before me, the undersigned notary public, personally appeared Robert Tanji Giias President of Kingsbury Club Medfield, Inc., proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose in the aforesaid capacity, and further acknowledged the foregoing to be the free act and deed of said Kingsbury Club Medfield, Inc.

Notary Public: 

Name (print): Christina Cochran

My commission expires: 7-14-28



SOLAR TENANT:

2 ICE HOUSE, LLC

By: Bright Community Capital Holdings, LLC its Manager

By: _____

Name: Jesse McKinnell

Title: Chief Operating Officer

STATE OF MAINE

COUNTY OF _____

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____ as _____ of 2 Ice House, LLC, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose in the aforesaid capacity, and further acknowledged the foregoing to be the free act and deed of said 2 Ice House, LLC.

Notary Public: _____

Name (print): _____

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance	
Legal Address: (W-9, W-4, T&C): 459 Main Street Medfield, 02052		MMARS Department Code: ANF	
Contract Manager: Kristine Trierweiler		Business Mailing Address:	
E-Mail: ktrierweiler@medfield.net		Billing Address (if different):	
Phone: (508) 906-3012	Fax:	Contract Manager: Frank Gervasio	
Contractor Vendor Code: VC6000191875		E-Mail: gervasiof@dor.state.ma.us	Phone: 617-626-2345
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		Fax:	
<p style="text-align: center;">X NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 _____. Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>COMPENSATION: (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 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 25,000.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>%</u> PPD; Payment issued within 15 days <u>%</u> PPD; Payment issued within 20 days <u>%</u> PPD; Payment issued within 30 days <u>%</u> 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 (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026, to the Town of Medfield for the costs associated with: development of a budget document.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of _____, 20_____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 3. were incurred as of _____, 20_____, a date PRIOR 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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract 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.</p>			
<p>CERTIFICATIONS: 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Sean Cronin</u></p> <p>Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u></p>	

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Medfield [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$25,000 authorized under Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026 [“Act”] to the Town of Medfield for the costs associated with: development of a budget document [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Medfield is for the costs associated with: development of a budget document. The funds will allow the town to work with a consultant to consolidate its current budget communication materials into a comprehensive publication.

*****All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$25,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management

shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly

his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



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.

Date:

Signature

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

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



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

PROFESSIONAL SERVICE AGREEMENT
Town of Medfield
GFOA Budget Project

This Professional Service Agreement (“Agreement”) is made as of this _____ day _____, 2021 (“Effective Date”) between the Town of Medfield, MA, (“Town”), and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until 12/31/2022. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of \$25,000 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town as follows: \$12,500 upon submittal of working budget document for Town Meeting, and \$12,500 upon completion. The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to “University of Massachusetts Boston” and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Robert O’Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or

statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

UMass Boston

BY: 
Michael Ward, Director

BY: _____
Shala Bonyun, Associate Director of ORSP

Exhibit A: Scope of Services

GFOA BUDGET DOCUMENT FOR THE TOWN OF MEDFIELD

1. Overview

The Town of Medfield was awarded a Community Compact Best Practices Program grant to create a budget document that meets the best practices prescribed by the Government Finance Officers Association (GFOA) *Distinguished Budget Presentation Award* program. The Town seeks help from the Center to develop a GFOA-compliant budget.

Medfield's budget document is one of the Town's most important policy documents and communication tools. In collaboration with Town staff, the Collins Center project team will assist throughout the FY2023 budget process. This may include providing one-on-one help to staff, reviewing department submissions, creating, editing, and/or reviewing new components of the budget such as narrative, financial schedules, and charts and graphs, and/or making recommendations informed by knowledge of best practices and GFOA standards.

2. Proposed Workplan and Deliverables

This proposal includes the following deliverables:

1. *Templates for department operating budget requests, goals, and performance metrics/data;*
2. *Working budget document for consideration by residents at the Spring Town Meeting; and*
3. *GFOA-compliant FY2023 budget that can be submitted for consideration to the GFOA Distinguished Budget Presentation Award Program.*

In order to complete the noted deliverables, the project team proposes the following workplan:

Step 1: Meeting to review Town's existing budget document

The project team will meet with the Town Administrator and other members of the Town's management and finance team to review the Town's existing operating budget document and discuss strategies for improving it to align with GFOA best practices. This will include agreeing upon changes to existing content and the addition of new content. Recommended content includes the following. Content required by GFOA is indicated with a (*).

- Cover page
- Table of contents*
- Budget message / Transmittal letter*
- Town-wide strategic goals & strategies*
- Budget process (narrative and graphic)*
- Town-wide organizational chart*
- Position (FTE) summary schedule*
- Three-year budget summary with comparison and % change*

- Revenues with narrative and detail of each major category (property tax, state aid, local receipts, other available funds)*
- Summary of revenues & expenditures*
- Proposed budget detail by department including description of programs and services and organizational chart*
- Department goals & performance measures tied to Town-wide goals where appropriate*
- Summary of Capital Improvement Program*
- Overview of debt position*
- Financial policies*
- Fund balance schedule*
- Municipal glossary

In addition, GFOA recommends the following. The Center project team will work with the Town team to determine whether it is feasible to include these components.

- Overview of financial forecast/long-term financial plans
- Community profile
- Fund descriptions/fund structure
- Department-fund relationship
- Description of basis of budgeting

The project team will also provide high-level recommendations regarding the improvement of the readability, usability, and transparency of the existing document and facilitate a discussion on design considerations and preferences. These overarching qualities of the budget are taken into consideration by GFOA as part of the *Distinguished Budget Presentation Award Program*.

Step 2: Integration of organizational strategic goals into the budgeting process

Due to the GFOA's recent addition of Town-wide organizational goals and strategies in the program's mandatory criteria, the Center recommends integrating the budgeting process with the Town's goal-setting processes, if possible. Goals and strategies should be communicated to the departments in advance or at the same time as they are asked to submit their budget requests. Town management, the Board of Selectmen, and potentially the Warrant Committee should evaluate budget requests in light of the Town's stated goals and strategies. This is not only necessary to meet the GFOA's criteria, but also to help Town administration, staff, and residents better understand how departmental activities advance community goals.

The Center proposes to engage as early in the budget process as possible with the Town's budgeting team to determine how best to incorporate existing strategic plans and/or develop concise and thoughtful organization-wide goal statements and accompanying performance measures into the budget development process and ultimately the budget document. The Center is prepared to be flexible in this process to ensure a successful final product.

Step 3: Development of improved operating budget request submission forms

In close collaboration with Town staff, the project team will suggest and potentially make recommended changes to the operating budget submission form(s) or develop new form(s) in order to collect the additional information, including the information discussed in Step 2 above, from the departments necessary to meet GFOA standards. The project team can attend a meeting to present the new budget submission forms to department heads if requested and will be available to answer questions about the new budget content.

Step 4: Provision of on-the-ground implementation and support

The project team will provide on-the-ground implementation and support to the Town Administrator and the Town management and finance team as requested throughout the FY2023 budget process. This may include providing one-on-one help to any Town staff or official in drafting new budget content, reviewing and editing department submissions, creating, editing, and/or reviewing new components of the budget such as narrative, financial schedules, and charts and graphs, and/or making recommendations informed by knowledge of best practices and GFOA standards.

In addition, the project team will include a graphic designer, who will create a design theme and template for the Town's budget pages and a graphic representation of the budget calendar/process.

Step 5: Review final submission to GFOA Distinguished Budget Program

If the Town decides to submit the budget to the GFOA Distinguished Budget Award program, the project team will review the final FY2023 budget submission to assess compliance, correct any oversights or weaknesses, and assist with the application. The budget is required to be submitted to GFOA within 90 days of its approval or adoption.

3. Timeline

Below is a proposed timeline for this project. The Center is prepared to be flexible to meet the Town's budget calendar.

Event	Dec	Jan	Feb	Mar	Apr	May	Summer
Step 1: Review existing budget	X						
Step 2: Develop Town-wide goals	X	X					
Step 3: Develop improved forms	X						
Step 4: Implement changes		X	X	X	X	X	
Step 5a: Develop Working Budget for Town Meeting					X		
Step 5b: Review final GFOA submission							X

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance	
Legal Address: (W-9, W-4, T&C): 459 Main Street Medfield, 02052		MMARS Department Code: ANF	
Contract Manager: Kristine Trierweiler		Business Mailing Address:	
E-Mail: ktrierweiler@medfield.net		Billing Address (if different):	
Phone: (508) 906-3012	Fax:	Contract Manager: Frank Gervasio	
Contractor Vendor Code: VC6000191875		E-Mail: gervasiof@dor.state.ma.us	Phone: 617-626-2345
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		Fax:	
<p style="text-align: center;">X NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 _____. Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>COMPENSATION: (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 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 25,000.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>%</u> PPD; Payment issued within 15 days <u>%</u> PPD; Payment issued within 20 days <u>%</u> PPD; Payment issued within 30 days <u>%</u> 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 (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026, to the Town of Medfield for the costs associated with: development of a wage and classification plan.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred <u>prior</u> to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of _____, 20_____, a date LATER than the Effective Date below and no obligations have been incurred <u>prior</u> to the Effective Date.</p> <p><input type="checkbox"/> 3. were incurred as of _____, 20_____, a date PRIOR 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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract 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.</p>			
<p>CERTIFICATIONS: 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Sean Cronin</u></p> <p>Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u></p>	

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Medfield [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$25,000 authorized under Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026 [“Act”] to the Town of Medfield for the costs associated with: development of a wage and classification plan [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Medfield is for the costs associated with: development of a wage and classification plan. The funds will allow the town to work with a consultant to develop a plan that evaluates and updates its wages, pay equity and overall compensation for all employees and update all job descriptions.

*****All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 24 of the Acts of 2021, Section 2, Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$25,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



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.

Date:

Signature

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

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



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



Nicholas Milano <nmilano@medfield.net>

Statewide opioid settlements - participation forms

Feiner, Gillian (AGO) <gillian.feiner@state.ma.us>
To: "ktrierweiler@medfield.net" <ktrierweiler@medfield.net>
Cc: "nmilano@medfield.net" <nmilano@medfield.net>

Wed, Dec 1, 2021 at 12:40 PM

Kristine,

Thank you for taking my call.

As I said, I was calling from the Attorney Generals' office to follow up on a notice Medfield should've received about an opportunity to receive settlement funds from 2 statewide settlements with three opioid distributors — Cardinal, McKesson and Amerisource Bergen — and opioid-maker Johnson & Johnson, recently announced by Attorney General Maura Healey. The Settlements will provide up to \$537 million in funds to the Commonwealth and its cities and towns over 18 years to fund prevention, harm reduction, treatment and recovery efforts across Massachusetts. The more municipalities that join, the more the Distributors and J&J will pay under the Settlements.

The participation forms are here:

<https://www.mass.gov/lists/subdivision-settlement-participation-forms>

The deadline for sign-on is Jan. 2, but **we are requesting that municipalities complete and submit the forms by mid-December** to avoid holiday delays and ensure participation is properly recorded.

You can mail them back to my attention at the address below.

Thank you for your attention to this!

Gillian Feiner
Senior Enforcement Counsel
Office of the Attorney General
One [Ashburton Place](#)
Boston, MA 02108
Tel: 617-963-2571

gillian.feiner@mass.gov

NOV

MUNICIPAL GOVERNMENT

 4
2021

Cities, towns urged to sign on to agreement providing millions to abate opioid crisis

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Over the next two months, every city and town in Massachusetts is eligible to sign on to an agreement that will fund work to address the opioid crisis.

In July, [Attorney General Maura Healey announced a resolution](#) with three opioid distributors — Cardinal, McKesson and Amerisource Bergen — and opioid-maker Johnson & Johnson that will provide up to \$537 million in “abatement funds” to the Commonwealth and its cities and towns over 18 years to fund additional prevention, harm reduction, treatment and recovery efforts across Massachusetts.

All Massachusetts cities and towns are eligible to receive a portion of the settlement funds directly, regardless of their size or whether they filed a lawsuit, so long as they sign up and agree to use the payments to abate the opioid crisis in their communities. Healey and [lawyers representing thousands of municipalities](#) in the national opioid litigation [strongly encourage municipalities to join](#).

Municipalities received a notice regarding the national opioids settlement in September. The notice, sent by National Opioids Settlement, states, “Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.”

According to the Attorney General's Office, municipalities that join will receive direct annual payments to expend on municipal abatement strategies developed with input from public health experts, municipal leaders, and families affected by the crisis.

Settlement funds that are not distributed directly to municipalities will go to the recently created [statewide Opioid Recovery and Remediation Fund](#) to fund additional prevention, harm reduction, treatment and recovery programs throughout Massachusetts. Healey has already directed more than \$11 million to the fund this year, [which is already being put to work](#), with input from nonprofit leaders, physicians, professors, and public officials from 10 municipalities (Amherst, Boston, Brockton, Falmouth, Framingham, Lynn, New Bedford, Pittsfield, Springfield, and Worcester).

The [Attorney General's Office website provides answers to frequently asked questions](#) about the settlements, including how to sign up.

Municipalities should return their Subdivision Settlement Participation Forms by Jan. 2, 2022. Municipalities that anticipate joining but will not be able to submit a participation form by Jan. 2 should notify the Attorney General's Office by email (MAOpioidSettlements@mass.gov) as soon as possible.

Written by [John Ouellette, Publications & Digital Communications Manager](#)

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Frequently Asked Questions About Statewide Settlements With Opioid Distributors and Johnson & Johnson

Your municipality should have recently received a notice about two national opioid settlements. This page provides answers to frequently asked questions regarding the notice and the settlements.

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(1) My municipality received a Notice in the mail about two Opioid Settlements. Is it real?

(#(1)-my-municipality-received-a-notice-in-the-mail-about-two-opioid-settlements.-is-it-real?-)

(2) Has the State joined the Settlements? (#(2)-has-the-state-joined-the-settlements?-)

(3) If my municipality joins, will it receive direct payments?

(#(3)-if-my-municipality-joins,-will-it-receive-direct-payments?-)

(4) If my municipality joins, how much of the Abatement Funds will it receive?

(#(4)-if-my-municipality-joins,-how-much-of-the-abatement-funds-will-it-receive?-)

(5) How were those percentages set? (#(5)-how-were-those-percentages-set?-)

(6) How can my municipality join the Settlements? (#(6)-how-can-my-municipality-join-the-settlements?-)

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(#(7)-is-there-a-deadline-for-returning-the-subdivision-settlement-participation-forms?-)

(8) Where will the statewide Abatement Funds go? (#(8)-where-will-the-statewide-abatement-funds-go?-)

(9) Do municipalities have a role in the statewide Opioid Recovery and Remediation Fund?

(#(9)-do-municipalities-have-a-role-in-the-statewide-opioid-recovery-and-remediation-fund?-)

(10) What about attorney's fees? (#(10)-what-about-attorney's-fees?-)

Show More ▾

(

(1) My municipality received a Notice in the mail about two Opioid Settlements. Is it real?

Yes. The [Notice](#) ([/doc/sept-24-2021-notice-regarding-national-opioids-settlement](#)) your municipality received relates to two [Settlements](#) ([/lists/national-opioid-settlements-with-distributors-and-jj](#)) resolving opioid claims against the nation's 3 largest distributors, Cardinal, McKesson and Amerisource Bergen, and opioid-maker Johnson & Johnson ("the Settlements") for their role in the opioid epidemic. The Notice went out to all Massachusetts cities and towns.

Under the Settlements, the State and its municipalities stand to receive [up to \\$537 million](#) ([/doc/maximum-potential-abatement-payments-into-massachusetts](#)) ("Abatement Funds") to abate the opioid epidemic over the next 18 years, starting in early to mid-2022. The more municipalities that join, the more the [Distributors](#) ([https://nationalopioidsettlement.com/wp-content/uploads/2021/08/Incentives-Distributors.pdf](#)) and [J&J](#) ([https://nationalopioidsettlement.com/wp-content/uploads/2021/08/Incentives-JandJ.pdf](#)) will pay under the Settlements.

(2) Has the State joined the Settlements?

Yes. Massachusetts Attorney General Maura Healey, together with the majority of state Attorneys General across the country have signed on to the Settlements. Those AGs and [lawyers representing thousands of municipalities](#) ([/doc/jan-3-2018-order-appointing-plaintiffs-executive-committee-in-national-opioid-litigation](#)) in the national opioid litigation [strongly encourage](#) ([/doc/july-21-2021-plaintiffs-executive-committee-press-release-re-national-opioid-settlement](#)) municipalities to join.

Municipalities that join will be helping to bring additional abatement resources to communities and families throughout the state for substance use prevention, harm reduction, treatment, and recovery.

(3) If my municipality joins, will it receive direct payments?

Yes. Massachusetts municipalities that join the Settlements will receive direct annual payments to expend on municipal abatement strategies developed with input from public health experts, municipal leaders, and families affected by the crisis.

(4) If my municipality joins, how much of the Abatement Funds will it receive?

Under the default terms of the national Settlements, Massachusetts municipalities that join the Settlements would directly receive 15% of the total Abatement Funds, [divided among the municipalities in the percentages reflected in the Settlements](#) ([/doc/allocation-percentages-for-municipal-abatement-funds](#)). We anticipate Massachusetts municipalities will receive considerably more than the 15% default. We are still working through the specifics and plan to update this FAQ.

(5) How were those percentages set?

Lawyers and experts in the national opioid litigation developed the allocation model based on nationally available federal data on opioid use disorder, overdose deaths and 2006-2016 opioid shipments into

Massachusetts, by region and community.

(6) How can my municipality join the Settlements?

Municipalities can join the Settlements by sending their completed [Subdivision Settlement Participation Form](#) (</lists/subdivision-settlement-participation-forms>) (with an original signature) to:

Commonwealth of Massachusetts

Office of the Attorney General

Attn: Opioid Settlement Team

One Ashburton Place

Boston, MA 02108

Alternatively, municipalities may complete their Subdivision Settlement Participation Forms electronically via DocuSign after [registering online](#) (<https://settlement-registration.web.app/>) using their municipality's unique registration code. Once a municipality is registered, it will be provided instructions regarding how to complete and submit the required participation forms online. Please note that this is a 2-step process and there can be short delay between registering and receiving the participation forms/completing the process. Municipalities that need their unique registration code can request it by emailing [MAOpioidSettlements@mass.gov](#) (<mailto:MAOpioidSettlements@mass.gov>).

(7) Is there a deadline for returning the Subdivision Settlement Participation Forms?

Municipalities should return their Subdivision Settlement Participation Forms by January 2, 2022.

Municipalities that anticipate joining but will not be able to submit a Subdivision Settlement Participation Form by January 2, 2022, should notify the AG's office by sending an email to [MAOpioidSettlements@mass.gov](#) (<mailto:MAOpioidSettlements@mass.gov>) as soon as possible.

(8) Where will the statewide Abatement Funds go?

Abatement Funds that are not distributed directly to municipalities will go to the recently-created [statewide Opioid Recovery and Remediation Fund](#) (</service-details/opioid-recovery-and-remediation-fund-advisory-council-statute>) to fund additional prevention, harm reduction, treatment, and recovery programs throughout Massachusetts. The Attorney General has already directed more than \$11 million to the Fund from other state opioid settlements.

(9) Do municipalities have a role in the statewide Opioid Recovery and Remediation Fund?

Yes. The Fund is overseen by the state's Executive Office of Health and Human Services together with a Council comprised of 10 municipal appointees appointed by the Massachusetts Municipal Association and 10 state appointees (</service-details/opioid-recovery-and-remediation-fund-advisory-council-members>). The appointees are qualified by experience and expertise regarding opioid use disorder.

In its first year, the Council met four times and focused on reviewing the scope of the opioid crisis in Massachusetts, the existing landscape of substance use prevention and treatment programming in Massachusetts, and opportunities to address racial and geographic inequities in substance use prevention and treatment. The Council dedicated significant time to developing a set of principles for future expenditures from the Fund.

On September 30, 2021, the Council voted unanimously to approve a proposal (</doc/orrf-advisory-council-meeting-presentation-93021-0/download>), based on suggestions and feedback provided by the Council, to spend \$10 million from the Fund to expand harm reduction services, increase access to methadone, expand supportive housing, and fund outreach teams to provide treatment, rehabilitation, and supportive services in home and community settings. The Council filed its first Annual Report (</doc/orrf-advisory-council-annual-report-2020-0/download>) on October 1, 2021.

(10) What about attorney's fees?

Some municipalities in Massachusetts and other States retained attorneys on a contingency fee basis to file opioid litigation. The national Settlements establish a \$1.6 billion Attorney Fee Fund and \$200 million Cost Fund for attorneys representing municipalities that join the Settlements. The Settlements require attorneys who recover from those funds to waive enforcement of their contingency fee entitlements (</lists/relevant-excerpt-from-ex-r-of-the-settlements>) as to all of their clients and notify their clients accordingly.

The state's investigation and litigation against the opioid industry is handled by government lawyers in AG Healey's office. No money from these Settlements will go to pay any state lawyers.

(11) Where can I get more information about the Settlements?

Municipalities that retained attorneys to file opioid litigation should consult their attorneys.

To speak with someone on the Attorney General's opioids team, email MAOpioidSettlements@mass.gov (<mailto:MAOpioidSettlements@mass.gov>).

Additional settlement-related information is available at <https://nationalopioidsettlement.com/> (<https://nationalopioidsettlement.com/>).

Check back for updates to this FAQ.

Settlement Participation Form - J&J Settlement

Governmental Entity:	Massachusetts
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Subdivision Settlement Participation Form - Distributor Settlement

Governmental Entity:	Massachusetts
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

National Distributor and J&J Settlements
Maximum Potential Abatement Funds to Massachusetts and its Municipalities

Payment Year	Maximum Potential Abatement Payments
2022	\$65,974,045
2023	\$35,901,456
2024	\$43,383,824
2025	\$44,674,446
2026	\$27,704,183
2027	\$27,704,183
2028	\$31,934,142
2029	\$32,941,275
2030	\$32,941,275
2031	\$28,438,669
2032	\$23,744,767
2033	\$23,744,767
2034	\$23,744,767
2035	\$23,744,767
2036	\$23,744,767
2037	\$23,744,767
2038	\$23,744,767
Total	\$537,810,867

Notes

- The totals in this chart are derived from Exhibits M and N of the Settlements.
- The 2022 payment includes the Distributor's first and second payment. In general, the payment date will be July 15 of each payment year.

City/Town	Percentage of Municipal Abatement Funds
Abington	0.240%
Acton	0.159%
Acushnet	0.155%
Adams	0.019%
Agawam	0.434%
Alford	0.001%
Amesbury	0.258%
Amherst	0.368%
Andover	0.710%
Aquinnah	0.005%
Arlington	0.335%
Ashburnham	0.014%
Ashby	0.007%
Ashfield	0.003%
Ashland	0.161%
Athol	0.036%
Attleboro	0.936%
Auburn	0.304%
Avon	0.074%
Ayer	0.018%
Barnstable County	0.064%
Barnstable	0.858%
Barre	0.010%
Becket	0.007%
Bedford	0.198%
Belcher	0.349%
Bellingham	0.196%
Belmont	0.242%
Berkley	0.121%
Berlin	0.040%
Bernardston	0.004%
Beverly	0.480%
Billerica	0.387%
Blackstone	0.022%
Blandford	0.001%
Bolton	0.011%
Boston	10.577%
Bourne	0.378%
Boxborough	0.040%
Boxford	0.091%
Boylston	0.056%
Braintree	0.446%
Brewster	0.128%
Bridgewater	0.057%

City/Town	Percentage of Municipal Abatement Funds
Brimfield	0.036%
Bristol County	0.102%
Brockton	2.117%
Brookfield	0.037%
Brookline	0.824%
Buckland	0.003%
Burlington	0.303%
Cambridge	4.305%
Canton	0.291%
Carlisle	0.053%
Carver	0.218%
Charlemont	0.007%
Charlton	0.031%
Chatham	0.169%
Chelmsford	0.316%
Chelsea	0.524%
Cheshire	0.002%
Chester	0.010%
Chesterfield	0.017%
Chicopee	0.882%
Chilmark	0.006%
Clarksburg	0.030%
Clinton	0.237%
Cohasset	0.143%
Colrain	0.002%
Concord	0.175%
Conway	0.035%
Cummington	0.001%
Dalton	0.012%
Danvers	0.404%
Dartmouth	0.551%
Dedham	0.319%
Deerfield	0.087%
Dennis	0.097%
Dighton	0.023%
Douglas	0.166%
Dover	0.068%
Dracut	0.205%
Dudley	0.018%
Dukes County	0.005%
Dunstable	0.004%
Duxbury	0.374%
East Bridgewater	0.231%
East Brookfield	0.005%

City/Town	Percentage of Municipal Abatement Funds
East Longmeadow	0.272%
Eastham	0.079%
Easthampton	0.267%
Easton	0.568%
Edgar	0.081%
Egremont	0.005%
Erving	0.051%
Essex	0.011%
Everett	0.437%
Fairhaven	0.327%
Fall River	2.106%
Falmouth	0.663%
Fitchburg	0.691%
Florida	0.017%
Foxborough	0.259%
Framingham	0.690%
Franklin	0.451%
Free	0.035%
Gardner	0.308%
George	0.136%
Gill	0.003%
Gloucester	0.422%
Goshen	0.002%
Gosnold	0.001%
Grafton	0.279%
Granby	0.142%
Granville	0.021%
Great Barrington	0.024%
Greenfield	0.452%
Groton	0.011%
Groveland	0.011%
Hadley	0.104%
Halifax	0.074%
Hamilton	0.015%
Hampden	0.009%
Hancock	0.008%
Hanover	0.298%
Hanson	0.031%
Hardwick	0.005%
Harvard	0.165%
Harwich	0.286%
Hatfield	0.063%
Haverhill	0.814%
Hawley	0.000%

City/Town	Percentage of Municipal Abatement Funds
Heath	0.001%
Hingham	0.483%
Hinsdale	0.004%
Holbrook	0.122%
Holden	0.034%
Holland	0.024%
Holliston	0.167%
Holyoke	0.966%
Hopedale	0.137%
Hopkinton	0.203%
Hubbardston	0.008%
Hudson	0.199%
Hull	0.195%
Huntington	0.003%
Ipswich	0.208%
Kingston	0.137%
Lakeville	0.020%
Lancaster	0.012%
Lanesborough	0.058%
Lawrence	1.476%
Lee	0.152%
Leicester	0.193%
Lenox	0.161%
Leominster	0.790%
Leverett	0.040%
Lexington	0.509%
Leyden	0.001%
Lincoln	0.110%
Littleton	0.104%
Longmeadow	0.299%
Lowell	1.024%
Ludlow	0.304%
Lunenburg	0.192%
Lynn	1.592%
Lynnfield	0.233%
Malden	0.466%
Manchester-By-The-Sea	0.020%
Mansfield	0.682%
Marblehead	0.349%
Marion	0.070%
Marlborough	0.367%
Marshfield	0.493%
Mashpee	0.346%

City/Town	Percentage of Municipal Abatement Funds
Mattapoisett	0.084%
Maynard	0.101%
Medfield	0.208%
Medford	0.397%
Medway	0.194%
Melrose	0.230%
Mendon	0.016%
Merrimac	0.010%
Methuen	0.715%
Middleborough	0.393%
Middlefield	0.000%
Middleton	0.092%
Milford	0.532%
Millbury	0.233%
Millis	0.100%
Millville	0.006%
Milton	0.352%
Monroe	0.000%
Monson	0.127%
Montague	0.029%
Monterey	0.004%
Montgomery	0.000%
Mt Washington	0.000%
Nahant	0.036%
Nantucket	0.110%
Natick	0.342%
Needham	0.491%
New Ashford	0.000%
New Bedford	2.362%
New Braintree	0.001%
New Marlborough	0.003%
New Salem	0.002%
Newbury	0.014%
Newburyport	0.291%
Newton	1.009%
Norfolk County	0.056%
Norfolk	0.089%
North Adams	0.343%
North Andover	0.449%
North Attleborough	0.637%
North Brookfield	0.070%
North Reading	0.166%
Northampton	0.541%
Northborough	0.242%

City/Town	Percentage of Municipal Abatement Funds
Northbridge	0.282%
Northfield	0.015%
Norton	0.456%
Norwell	0.275%
Norwood	0.341%
Oak Bluffs	0.077%
Oakham	0.003%
Orange	0.138%
Orleans	0.094%
Otis	0.004%
Oxford	0.234%
Palmer	0.162%
Paxton	0.012%
Peabody	0.716%
Pelham	0.024%
Pembroke	0.339%
Pepperell	0.010%
Peru	0.001%
Petersham	0.016%
Phillipston	0.004%
Pittsfield	1.154%
Plainfield	0.000%
Plainville	0.074%
Plymouth County	0.001%
Plymouth	1.073%
Plympton	0.031%
Princeton	0.009%
Province	0.090%
Quincy	1.028%
Randolph	0.352%
Raynham	0.074%
Reading	0.246%
Rehoboth	0.034%
Revere	0.575%
Richmond	0.035%
Rochester	0.066%
Rockland	0.305%
Rockport	0.119%
Rowe	0.024%
Rowley	0.013%
Royalston	0.002%
Russell	0.001%
Rutland	0.012%
Salem	0.625%

City/Town	Percentage of Municipal Abatement Funds
Salisbury	0.032%
Sandisfield	0.002%
Sandwich	0.494%
Saugus	0.333%
Savoy	0.010%
Scituate	0.394%
Seekonk	0.333%
Sharon	0.316%
Sheffield	0.007%
Shelburne	0.015%
Sherborn	0.036%
Shirley	0.005%
Shrewsbury	0.647%
Shutesbury	0.036%
Somerset	0.294%
Somerville	0.554%
South Hadley	0.329%
Southampton	0.077%
Southborough	0.217%
Southbridge	0.291%
Southwick	0.017%
Spencer	0.020%
Springfield	3.441%
Sterling	0.020%
Stockbridge	0.009%
Stoneham	0.167%
Stoughton	0.312%
Stow	0.009%
Sturbridge	0.124%
Sudbury	0.195%
Sunderland	0.039%
Sutton	0.172%
Swampscott	0.280%
Swansea	0.313%
Taunton	1.316%
Templeton	0.017%
Tewksbury	0.253%
Tisbury	0.067%
Tolland	0.001%
Topsfield	0.071%
send	0.009%
Truro	0.060%
Tyngsborough	0.116%
Tyngsborough	0.001%

City/Town	Percentage of Municipal Abatement Funds
Upton	0.021%
Uxbridge	0.226%
Wakefield	0.212%
Wales	0.015%
Walpole	0.319%
Waltham	0.532%
Ware	0.204%
Wareham	0.360%
Warren	0.018%
Warwick	0.007%
Washington	0.000%
Water	0.254%
Wayland	0.215%
Webster	0.241%
Wellesley	0.481%
Wellfleet	0.067%
Wendell	0.001%
Wenham	0.011%
West Boylston	0.122%
West Bridgewater	0.147%
West Brookfield	0.006%
West Newbury	0.009%
West Springfield	0.463%
West Stockbridge	0.003%
West Tisbury	0.010%
Westborough	0.507%
Westfield	0.654%
Westford	0.294%
Westhampton	0.020%
Westminster	0.023%
Weston	0.225%
Westport	0.281%
Westwood	0.290%
Weymouth	0.566%
Whately	0.031%
Whitman	0.045%
Wilbraham	0.031%
Williamsburg	0.034%
Williams	0.078%
Wilmington	0.247%
Winchendon	0.183%
Winchester	0.257%
Windsor	0.001%
Winthrop	0.151%

City/Town	Percentage of Municipal Abatement Funds
Woburn	0.350%
Worcester	3.793%
Worthington	0.002%
Wrentham	0.096%
Yarmouth	0.131%
TOTAL	100.000%

Southeastern Regional Services Group
DPW SERVICES AWARDS for 2/1/22 - 1/31/23

The Board of Selectmen of the Town of Medfield voted at their meeting held on _____ to award contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve month period commencing 2/1/22. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

ITEM NO. and DESCRIPTION	UNIT PRICE	Estimated Quantity	Total Value
NEW CONTRACTS			
7. RUBBER CHIP SEAL			
<i>All States Asphalt, Sunderland, MA</i>			
<i>WINNING BIDDER'S NAME</i>			
Rubber Chip Seal	\$ 5.25 per sq yd	45,000	\$ 236,250.00
Level/Shim Course	\$ 160.00 per ton	200	\$ 32,000.00
		Item Sub-Total	\$ 268,250.00
10. BONDED WEARING COURSE			
<i>All States Asphalt, Sunderland, MA</i>			
<i>WINNING BIDDER'S NAME</i>			
Bonded Wearing Course application	\$ 7.75 per sq yd	25,000	\$ 193,750.00
Leveling Course	\$ 160.00 per ton	100	\$ 16,000.00
structure Adjustments	\$ 400.00 per structure	25	\$ 10,000.00
Structure Remodels	\$ 520.00 per structure	5	\$ 2,600.00
Structure Rebuilds	\$ 325.00 per vert ft	5	\$ 1,625.00
		Item Sub-Total	\$ 223,975.00
11. CRACK SEALING			
<i>Sealcoating, Inc. dba indus, Braintree, MA</i>	\$ 5,980.00 per day	0	\$ -
<i>WINNING BIDDER'S NAME</i>	\$ 9.13 per gallon	6,000	\$ 54,780.00
		Item Sub-Total	\$ 54,780.00
13. CHLORINATED RUBBER TRAFFIC LINE PAINTING			
<i>Markings, Inc., Pembroke, MA</i>			
<i>WINNING BIDDER'S NAME</i>			
4" White or Yellow lines	\$ 0.06 per lin ft	1,500,000	\$ 90,000.00
4" Yellow Hatch Lines	\$ 0.28 per lin ft	1,000	\$ 280.00
Crosswalks	\$ 0.58 per lin ft	5,000	\$ 2,900.00
Stopline	\$ 0.58 per lin ft	5,000	\$ 2,900.00
Stop Words	\$ 19.25 each	10	\$ 192.50
Parking Lines	\$ 0.28 per lin ft	5,000	\$ 1,400.00
Ts and Ls	\$ 5.75 each	100	\$ 575.00
Directional arrows (federal)	\$ 24.95 each	50	\$ 1,247.50

Southeastern Regional Services Group
DPW SERVICES AWARDS for 2/1/22 - 1/31/23

ITEM NO. and DESCRIPTION	UNIT PRICE	Estimated		
		Quantity	Total Value	
8" "only"	\$ 37.25 each	5	\$ 186.25	
3" "only"	\$ 19.50 each	5	\$ 97.50	
8" "school"	\$ 51.75 each	5	\$ 258.75	
Traffic Islands	\$ 10.00 each	5	\$ 50.00	
Railroad Crossings	\$ 78.50 each	10	\$ 785.00	
Removal of Existing Paint Lines	\$ 1.25 per sq ft	2,500	\$ 3,125.00	
Grinding for Inlay	\$ 0.95 per sq ft	0	\$ -	
		Item Sub-Total	\$	103,997.50

16. GUARD RAILS, INSTALLATION OF STEEL BEAM

Premier Fence, Canton, MA

WINNING BIDDER'S NAME

Straight (Galvanized, Metal Posts)	\$ 36.00 per foot	500	\$ 18,000.00
Straight (Galvanized, Wooden Posts)	\$ 32.00 per foot	50	\$ 1,600.00
Straight (Rust, Wooden Posts)	\$ 35.00 per foot	500	\$ 17,500.00
Curved (Galvanized)	\$ 25.00 per foot	100	\$ 2,500.00
Curved (Rust)	\$ 25.00 per foot	100	\$ 2,500.00
End Pieces (Galvanized)	\$ 88.00 each	4	\$ 352.00
End Pieces (Rust)	\$ 88.00 each	4	\$ 352.00
	Item Sub-Total		\$ 42,804.00

17. STRUCTURE WORK

Tasco Construction, Belmont, MA

WINNING BIDDER'S NAME

		Est Qty
Structures Adjusted (1-5 per mobilization)	\$ 650.00 per structure	
Structures Adjusted (6-10 per mobilization)	\$ 635.00 per structure	
Structures Adjusted (11-20 per mobilization)	\$ 583.00 per structure	
Structures Adjusted (20+ per mobilization)	\$ 515.00 per structure	
AVERAGE PRICE - ADJUSTED	\$ 595.75 per structure	40 \$ 23,830.00
Structures Remodeled (1-5 per mobilization)	\$ 650.00 per structure	
Structures Remodeled (6-10 per mobilization)	\$ 635.00 per structure	
Structures Remodeled (11-20 per mobiliztn)	\$ 583.00 per structure	
Structures Remodeled (20+ per mobilization)	\$ 515.00 per structure	
AVERAGE PRICE - REMODELED	\$ 595.75 per structure	20 \$ 11,915.00
Structures Rebuilt (1-5 per mobilization)	\$ 650.00 per vert ft	
Structures Rebuilt (6-10 per mobilization)	\$ 635.00 per vert ft	
Structures Rebuilt (11-20 per mobilization)	\$ 583.00 per vert ft	
Structures Rebuilt (20+ per mobilization)	\$ 515.00 per vert ft	
AVERAGE PRICE - REBUILT	\$ 595.75 per vert ft	10 \$ 5,957.50
	Item Sub-Total	\$ 41,702.50

Southeastern Regional Services Group
DPW SERVICES AWARDS for 2/1/22 - 1/31/23

ITEM NO. and DESCRIPTION	UNIT PRICE	<u>Estimated</u>			
		<u>Quantity</u>	<u>Total Value</u>		
20. CATCH BASINS CLEANED & MEASURED					
<i>R J Gabriel, Bridgewater, MA</i>					
<i>WINNING BIDDER'S NAME</i>					
Contents deposited in town	\$ 22.00 each	0	\$ -		
Contents removed from town	\$ 33.00 each	2,100	\$ 69,300.00		
		Item Sub-Total	\$	69,300.00	
21. TUB GRINDING					
<i>Wicklow Wood Northbridge, MA</i>	\$ 450.00 per hour	32	\$ 14,400.00		
<i>WINNING BIDDER'S NAME</i>					
		Item Sub-Total	\$	14,400.00	
26. SNOW & MATERIAL HAULING					
NO BIDS RECEIVED					
<i>WINNING BIDDER'S NAME</i>					
Contents deposited - IN TOWN	\$ - per hour	24	\$ -		
Contents removed - FROM TOWN	\$ - per hour	0	\$ -		
		Item Sub-Total	\$	-	
28. SIDEWALK CONSTRUCTION AND SETTING OF CURBS AND EDGING					
<i>L A L Construction, Fall River, MA</i>					
<i>WINNING BIDDER'S NAME</i>					
Sidewalks					
Cement Concrete Sidewalk	\$ 92.00 per sq yd	3,500	\$ 322,000.00		
Cement Concrete Sidewalk at Driveways	\$ 100.00 per sq yd	20	\$ 2,000.00		
Cement Concrete Wheelchair Ramp	\$ 165.00 per sq yd	150	\$ 24,750.00		
Hot Mix Asphalt Walk Surface & Driveways	\$ 92.00 per sq yd	1,500	\$ 138,000.00		
Furnish & Install rubber ADA Handicap Panels, all color choices	\$ 0.01 each	20	\$ 0.20		
Curb and Edging					
Install Granite Curb Type VB - Straight	\$ 16.00 per lin ft	5,000	\$ 80,000.00		
Installation of bituminous concrete berms/curbs	\$ 15.00 per lin ft		\$ -		
Furnish & Install Granite Curb Inlet Type A - Curved	\$ - per each		\$ -		
Furnish & Install Granite Curb Inlet Type A - Straight	\$ 500.00 per each		\$ -		
Furnish & Install Granite Curb Type A - Corner	\$ 280.00 per each		\$ -		
Furnish & Install Granite Curb Type SB - Straight	\$ 35.00 per lin ft		\$ -		
Furnish & Install Granite Edging Type SB - Straight	\$ 35.00 per lin ft		\$ -		

Southeastern Regional Services Group
DPW SERVICES AWARDS for 2/1/22 - 1/31/23

ITEM NO. and DESCRIPTION	UNIT PRICE	<u>Estimated</u>	
		<u>Quantity</u>	<u>Total Value</u>
Furnish & Install Granite Curb Type VA4 -			
Curved	\$ 65.00 per lin ft		\$ -
Furnish & Install Granite Curb Type VA4 -			
Straight	\$ 55.00 per lin ft		\$ -
Furnish & Install Granite Curb Type VB -			
Curved	\$ 60.00 per lin ft		\$ -
Furnish & Install Granite Curb Type VB -			
Straight	\$ 45.00 per lin ft		\$ -
Furnish & Install Granite Transition Curb for wheelchair ramps & driveways Type VB -			
Curved	\$ 75.00 per lin ft		\$ -
Furnish & Install Granite Transition Curb for wheelchair ramps & driveways Type VB -			
Straight	\$ 75.00 per lin ft		\$ -
Furnish & Install Transition Slope to Vertical	\$ 300.00 per each		\$ -
Remove & Reset Granite Curb - Type SB	\$ 18.00 per lin ft		\$ -
Remove & Reset Granite Curb - Type VB	\$ 35.00 per lin ft	500	\$ 17,500.00
Remove & Reset Granite Curb Corner	\$ 90.00 per each		\$ -
Remove & Reset Granite Curb Inlet	\$ 250.00 per each		\$ -
Remove & Reset Granite Edging	\$ 25.00 per lin ft		\$ -
Remove & Stack Granite Curb	\$ 5.00 per lin ft		\$ -
Remove & Stack Granite Curb Inlet	\$ 0.01 per each		\$ -
Drainage & Structure Work			
Furnish & Install 6" Pipe	\$ 100.00 per lin ft		\$ -
Furnish & Install 8" Pipe	\$ 105.00 per lin ft		\$ -
Furnish & Install 12" Pipe	\$ 115.00 per lin ft		\$ -
Structures Change in Type/Converted	\$ 2,500.00 per each		\$ -
Structures Adjusted	\$ 900.00 per each		\$ -
Structures Rebuilt	\$ 500.00 per vert ft		\$ -
Miscellaneous: Additional work needed			
Earth Excavation	\$ 35.00 per cub yd		\$ -
Class A Rock Excavation	\$ 250.00 per cub yd		\$ -
Stump Excavation	\$ 250.00 per cub yd		\$ -
Topsoil Excavated and stacked	\$ 10.00 per cub yd		\$ -
Dense graded stone	\$ 35.00 per cub yd		\$ -
Processed gravel, in place	\$ 35.00 per cub yd		\$ -
Unclassified Excavation	\$ 35.00 per cub yd		\$ -
Loam and Seed	\$ 16.00 per sq yd		\$ -
Pavement Sawcutting/Grinding	\$ 5.00 per lin ft		\$ -
Sweeping/Cleanup after Sawcutting/Grinding	\$ 5.00 per lin ft		\$ -
	Item Sub-Total		\$ 584,250.20

Southeastern Regional Services Group
DPW SERVICES AWARDS for 2/1/22 - 1/31/23

ITEM NO. and DESCRIPTION	UNIT PRICE	<u>Estimated</u>	
		<u>Quantity</u>	<u>Total Value</u>
NEW Contract SubTOTAL		\$ 1,403,459.20	

2020 PRICING RENEWED for work in 2022: 3rd and final contract year

1. PAVEMENT RECLAMATION

Murray Paving & Reclamation, Holliston, MA

WINNING BIDDER'S NAME

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

5. SUPER PAVE HOT MIX ASPHALT

ZONE E: Medfield, Norfolk

Aggregate Industries, Saugus, MA

WINNING BIDDER'S NAME

SuperPave application	\$ 77.20	per ton	8,000	\$ 617,600.00
Bitumen Tack Coat	\$ 4.00	per gallon	2,400	\$ 9,600.00
Hot Poured Rubberized Asphalt Sealer	\$ -	per lin ft	0	\$ -
Warm Mix Additive	\$ 1.50	per gallon	8,000	\$ 12,000.00
Cold Planing	\$ 2.61	per sq yd	50,000	\$ 130,500.00
Structure Adjustments	\$ 230.00	each	70	\$ 16,100.00
Structure Remodels	\$ 480.00	each	6	\$ 2,880.00
Structure Rebuilds	\$ 300.00	per vert ft	20	\$ 6,000.00
Lower and raise manholes	\$ -	each	0	\$ -
Lower and raise water gates	\$ 300.00	each	30	\$ 9,000.00
Lower and raise gas gates	\$ 300.00	each	5	\$ 1,500.00
Hand Work	\$ 130.00	per ton	100	\$ 13,000.00
Unclassified Excavation	\$ -	cub yds	0	\$ -
Sawcutting	\$ 1.00	per lin ft	5,000	\$ 5,000.00
Playgrounds/Parking Lots	\$ 150.00	per ton	0	\$ -
Item Sub-Total				\$ 823,180.00

RENEWED Contract SubTOTAL

\$ 845,605.00

**Southeastern Regional Services Group
DPW SERVICES AWARDS for 2/1/22 - 1/31/23**

ITEM NO. and DESCRIPTION	UNIT PRICE	<u>Estimated</u>	<u>Quantity</u>	Total Value
Combined New & Renewed Contracts GRAND TOTAL \$ 2,249,064.20				

Signatures

Chair and members of the Board of Selectmen

Board Member

Board Member

Informational



Board of Selectmen
Administration
Town Counsel
Warrant Committee
Building Commissioner

TOWN OF MEDFIELD

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TOWN OF MEDFIELD, MASS.

Office of the
PLANNING BOARD

2021 DEC - 1 A 11: 08

OFFICE OF THE
TOWN OF MEDFIELD

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009
WWW.TOWN.MEDFIELD.NET

508-906-3027
(508) 359- 6182 Fax

Notice of Planning Board Hearing

Relative to Proposed Zoning By-Law Amendments Pursuant to M.G.L. c. 40A, § 5

The Planning Board of the Town of MEDFIELD will hold a public hearing to discuss proposed amendments to the town's zoning by-laws. The public hearing will be held as follows:

Place: This meeting will be held remotely on ZOOM due to the COVID-19 state of emergency.
Date: Monday, January 10, 2022 **Time:** 7:35 pm

The subject matter of the proposed amendments is/are as indicated below. The complete text and maps relative to the proposed amendments are available for inspection during regular business hours at the following place(s):¹

Place: Planning Department, Town Hall, 459 Main St., Medfield, MA

Place: Town Clerk, Town Hall, 459 Main St., Medfield, MA

Place: www.medfield.net > Planning Board > Proposed Zoning Bylaw Amendments (Contact Sarah Raposa, Town Planner, with any questions or comments: sraposa@medfield.net or (508) 906-3027)

ALL INTERESTED PERSONS SHOULD ATTEND THE PUBLIC HEARING.

Seth Meehan, Chair, Medfield Planning Board

THE PRESS: December 20, 2021 and December 31, 2021

Article Number #	Subject Matter of Proposed Amendments Sufficient for Identification
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Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 7:35 p.m. on Monday, January 10, 2022, via Zoom, for the purpose of accepting public comments on the following proposed amendments to the Town of Medfield Zoning By-laws:

Continued on next page

¹ **Note:** The above information is *strictly required* by M.G.L. c. 40A, § 5.

1) TABLE OF USE: FOOD CUPBOARD

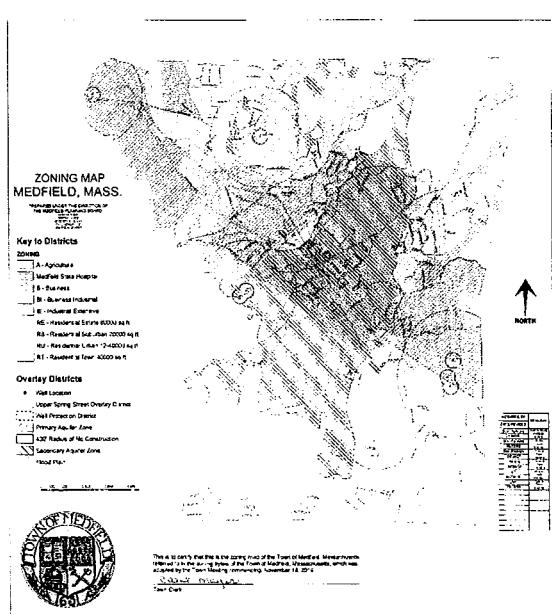
Article ##: To see if the Town will vote to amend the Medfield Town Code Chapter 300 Zoning Attachment 1 Table of Use Regulations, by adding the new section **in bold** as follows:

	Use	A	RE	RT	RS	RU	B	BI	IE
2	Public, Semi-Public/Institutional								
<u>PROPOSED</u> 1.2.a	Public or nonprofit food & necessities distribution center	SPP B	SPP B	SPP B	SPP B	SPPB	PB	PB	PB

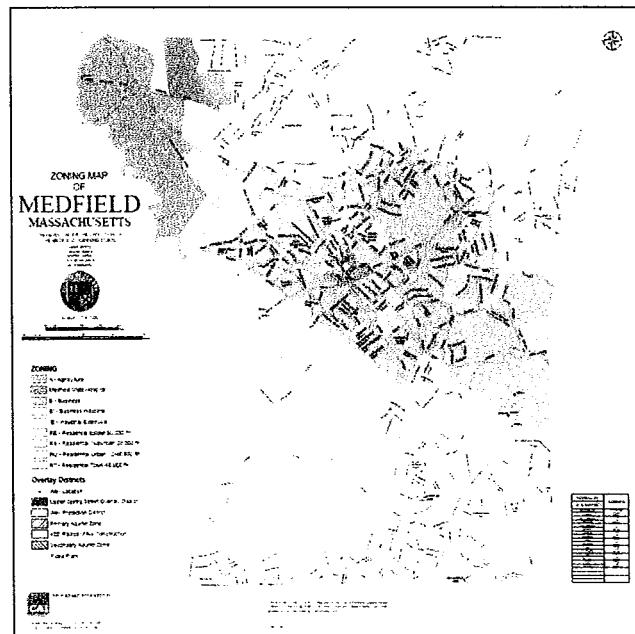
Summary: This section of the Table of Use Regulations allows “food pantry” uses by Site Plan Approval from the Planning Board in Business, Business Industrial, and Industrial Extensive zoning districts and by Special Permit in all Residential zoning districts. Abutters notices, public hearings, review of impacts, and conformance with specific performance standards is required for any proposed project.

2) ZONING MAP: NEW WELL 3A (LOCATION, ZONE OF NO CONSTRUCTION, AND WELL PROTECTION DISTRICT) & WELL PROTECTION BUFFER ZONE DISPLAY ERROR

Article ##: To see if the Town of Medfield will vote to amend the Town of Medfield Zoning Map, adopted pursuant to Medfield Town Code Chapter 300, Zoning, Section 3.2, by: 1.) locating new Well 3A and adding the 2,000 linear foot dimension as defined by Medfield Zoning Bylaw Article 16.2 definition of Well Protection District and 400' public well or wellpoint no construction radius per § 300-16.5; and 2.) fixing a display error so that the boundary of the Well Protection District coincides with the 2,000 linear foot dimension as defined by Medfield Zoning Bylaw Article 16.2 definition of Well Protection District.



MAP 1: Existing Zoning Map



MAP 2: Proposed Zoning Map

Summary: This amendment adds new Well 3A to the zoning map with the required buffer zone which has been inadvertently been incorrectly displayed for many years and it was not until a recent Zoning Board of Appeals application that the error was discovered.

3) FLOODPLAIN ZONING

Article ##: To see if the Town will vote to amend the Medfield Town Code Chapter 300, Zoning, Article 10, Floodplain District, by striking the existing section in its entirety and replacing it as follows:

300-10. Floodplain District

10.1. Purposes. The purposes of the Floodplain District are to ensure public safety by reducing threats to life and personal injury; eliminate new hazards to emergency response officials; prevent the occurrence of public emergencies resulting from water quality contamination and pollution due to flooding; avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding; eliminate costs associated with the response and cleanup of flooding conditions; and reduce damage to public and private property resulting from flooding waters.

10.2. Overlay District. The Floodplain District shall be deemed to be superimposed over other districts in this Zoning Bylaw. The floodplain management regulations found in this Floodplain Overlay District section shall take precedence over any less restrictive conflicting local laws, by-laws or codes. The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection. Property owners constructing structures and improvements in a Floodplain District do so at their own risk. Natural changes can occur over time which may affect the flood elevations. In the event any regulations of this Floodplain District are in conflict with the regulations of any other districts, the more restrictive regulation shall govern. The Town designates the position of Town Administrator (or their designee) to be the official floodplain administrator for the Town of Medfield.

10.3. Applicability. The Floodplain District includes: All special flood hazard areas designated as Zone A or AE on the Norfolk County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program as may be updated or revised. These maps indicate the 1%-chance regulatory floodplain. The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Norfolk County Flood Insurance Study (FIS) with an effective date of *[July 16, 2015] (this date will change)* and further defined by the Norfolk County Flood Insurance Study (FIS) report dated *[July 16, 2015] (this date will change)*. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk and Land Use Department.

10.4. Definitions. As used in this Section, the following terms shall have the following meanings:

Area of Special Flood Hazard: The land in the floodplain that is subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A, AO, AH, A1-30, AE, A99, V1-30, VE, or V.

Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Development: Any manmade change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

District: Floodplain district.

Federal Emergency Management Agency (FEMA): The agency that administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

Flood Hazard Boundary Map (FHBM): An official map of a community issued by FEMA where the boundaries of the flood and related erosion areas having special hazards have been designated as Zone A or E.

Flood Insurance Rate Map (FIRM): An official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study: An examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of flood-related erosion hazards.

Floodway: The channel of a river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally Dependent Use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities

Highest Adjacent Grade: the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure

Historic Structure: any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior or
 - (2) Directly by the Secretary of the Interior in states without approved programs

Lowest Floor: The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, PROVIDED that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of NFIP Regulations 60.3.

New Construction: For floodplain management purposes, new construction means structures for which the "start of construction" commenced on or after the effective date of the first floodplain management code, regulation, by-law, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. *New construction includes work determined to be substantial*

improvement.

One-Hundred-Year Flood: See Base Flood.

Recreational Vehicle: A vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use

Regulatory Floodway: See Floodway

Special Flood Hazard Area: The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, or AH.

Start of Construction: The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building

Structure: As used in this Section and for floodplain management purposes, "structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage: As defined in the Massachusetts State Building Code.

Substantial Improvement: As defined in the Massachusetts State Building Code.

Substantial Repair of a Foundation: When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR.

Variance: a grant of relief by a community from the terms of a floodplain management regulation.

Violation: the failure of a structure or other development to be fully compliant with the community's Floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided

Zone A: an area of special flood hazard without water surface elevations determined.

Zone A1-30 and Zone AE: an area of special flood hazard with water surface elevations determined.

Zones B, C, and X: Areas identified in the Flood Insurance Study as areas of moderate or minimal flood hazard. Zone X replaces Zones B and C on new and revised maps.

10.5. Base Flood Elevation and Floodway Data.

1. Floodway Data. In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. In A Zones, in the absence of FEMA BFE data and floodway data the Applicant shall submit to the Town for review of flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A as the basis for elevating residential structures to or above base flood level, for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

3. In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the Town's FIRM encroachments are prohibited in the regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

4. Base Flood Elevation Data. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

5. If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to: FEMA Region 1 Risk Analysis Branch Chief, 99 High Street, 6th floor, Boston, MA 02110, copy to: Massachusetts NFIP State Coordinator, MA Dept. of Conservation and Recreation, 251 Causeway Street, Boston, MA 02114

10.6. In a riverine situation, the Conservation Agent shall notify the following of any alteration or relocation of a watercourse: adjacent communities, NFIP State Coordinator (Department of Conservation and Recreation), and NFIP Program Specialist (FEMA Region 1).

10.7. Use Regulations.

1. Permitted Uses. The following uses shall be permitted in the Floodplain District provided that the Conservation Commission has acted within the scope of its jurisdiction under G.L. c. 131, § 40.

a) Uses permitted in the underlying zoning district are allowed provided they meet the requirements of this Section and the State Building Code dealing with construction in floodplains.

b) Uses directly related to the conservation of water, plants and wildlife.

c) Outdoor recreation activities and facilities, including unpaved play areas nature study; boating; fishing and hunting where otherwise legally permitted.

d) Wildlife management areas, landings; foot, bicycle and/or horse paths and bridges; provided such uses do not affect the natural flow pattern of any watercourse.

- e) Grazing and farming, including truck gardening and harvesting of crops.
- f) Forestry and nurseries.
- g) Small non-residential structures of less than 100 square feet of floor area used in connection with recreation or the growing, harvesting, storage, or sale of crops raised on the premises.
- h) Creation of ponds with a total water surface area at normal elevation not in excess of 40,000 square feet.
- i) Removal of salt and other accumulated debris from a watercourse which tends to interfere with natural flow patterns of the watercourse.
- j) Access driveways to land outside the Floodplain District not otherwise accessible.
- k) Buildings lawfully existing prior to the adoption of these provisions.

2. All manmade changes to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, including structural and nonstructural activities, whether permitted by right or by special permit, shall comply with G.L. c. 131, § 40, and the following:

- a. Sections of the State Building Code (780 CMR) which address floodplain and coastal high hazard areas;
- b. Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);
- c. Inland Wetlands Restriction, DEP (currently 310 CMR 13.00).
- d. Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5).

6. Any variances from the provisions and requirements of the above-referenced state regulations may only be granted in accordance with the required variance procedures of these state regulations.

7. In A1-30, AH, and AE Zones, Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

8. **Prohibited Uses.** The following shall be prohibited in the Floodplain District:

- a) New construction of a building or structure except as otherwise provided in this District;
- b) Movement, alteration, or expansion of an existing building or structure so as to increase its ground coverage by more than a total of 20 percent;
- c) Dumping or filling or relocation of earth materials except as may be required for the uses permitted in Section 10.7.(h) (i) and (j).
- d) Storage of road salt, fertilizer, manure, or other organic or chemical leachable material.

10.8. Subdivisions. All subdivision proposals shall be designed to assure that:

1. Such proposals minimize flood damage;

2. All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards.
4. Existing contour intervals of site and elevations of existing structures must be included on plan proposal.

10.9. Lot Area Allowance. Minimum lot area shall be calculated to include only contiguous land which is not in the Floodplain District. No building or structure shall be erected on the portion outside the Floodplain District unless it contains suitable space for a building or structure, for installation of adequate sewage disposal facilities in accordance with Title V of the State Environmental Code, and for meeting the setback, frontage, and other dimensional requirements of this Zoning Bylaw, but in no case less than 10,000 square feet.

10.10. A lot with a dwelling existing thereon at the time of the adoption of this Zoning Bylaw shall not be deemed a non-conforming lot solely because any portion of it lies within the Floodplain District.

10.11. Special Permits. The Board of Appeals may grant a special permit for any of the following upon finding that the purposes of the Floodplain District have been met.

1. A special permit from the Board of Appeals shall be required for construction on any lot in a commercial or industrial district when a portion of the lot is overlaid by the Floodplain District.
2. Determination of Flooding and Suitability.
 - a. The Board of Appeals may grant a special permit for a use permitted in the underlying district if the Board determines that:
 - i. The proposed use of such land will not interfere with the general purposes for which the Floodplain District has been established, and will not be detrimental to the public health, safety and/or welfare; and
 - ii. The proposed use or structure will comply with all other provisions of the underlying district within which the land is located.
 - b. The Board of Appeals shall refer such special permit applications to the Planning Board, Conservation Commission, and Board of Health for review and comment, and shall not act until these agencies have reported their recommendations or thirty-five days have elapsed after such referral and no report has been received.
 - c. Any special permit granted hereunder shall be conditional upon receipt of all other permits or approvals required by local, state, or federal law.
3. No construction requiring a public utility, including electric, water, gas, and telephone lines or waste disposal or drainage facilities, shall be permitted unless the Board of Appeals determines that all such utilities are located, elevated, and constructed so as to minimize or eliminate flood damage and that methods of disposal of sewage, refuse, and other wastes and methods of providing drainage are adequate to reduce flood hazards.
4. Special permit application, review, and decision procedures shall be in accordance with Section 14 of this Zoning Bylaw and the rules and regulations of the Board of Appeals.

10.12. Variances from Floodplain Bylaw. A variance from this floodplain bylaw must meet the requirements set out by State law, and in addition may only be granted if: 1) good and sufficient cause and

exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.

10.13. Variance from State Building Code. The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the any variance granted by that Board from the requirements for floodplain construction, and will maintain this record in the Town's files.

The Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification will be maintained with the record of all variance actions for the referenced development in the floodplain overlay district.

10.14. The Town of Medfield requires a permit for all proposed construction or other development in the floodplain overlay district, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties. The town's permit review process includes the requirement that the proponent obtain all local, state and federal permits that will be necessary in order to carry out the proposed development in the floodplain overlay district. The proponent must acquire all necessary permits, and must demonstrate that all necessary permits have been acquired.

10.15 Limits of authority. Nothing contained in this Article 10 shall limit the authority of the Board of Health with respect to premises in the Floodplain District or limit the applicability of the Commonwealth of Massachusetts State Building Code to any structure in the Floodplain District.

10.16 Severability section. If any section, provision or portion of this bylaw is deemed to be unconstitutional or invalid by a court, the remainder of the ordinance shall be effective.

Summary: The Charles Watershed RiskMAP mapping update for Norfolk County was recently completed and the subsequently updated Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) are to become effective six months from the date of the Final Determination (LFD), expected to be issued in December 2021 or January 2022. Communities that participate in the National Flood Insurance Program (NFIP), which includes Medfield, are required to update their local zoning bylaw to reflect the updated mapping. Updates to local regulations must also be consistent with the State's model bylaw, which includes all standards necessary to be compliant with NFIP regulations.

ALL INTERESTED PERSONS SHOULD ATTEND THE PUBLIC HEARING. A COPY OF THE ENTIRE PROPOSAL IS ON FILE WITH THE TOWN CLERK AND PLANNING DEPARTMENT, AND MAY BE INSPECTED DURING REGULAR BUSINESS HOURS.

SETH MEEHAN, CHAIR
MEDFIELD PLANNING BOARD

HOMETOWN WEEKLY:

- December 23, 2021
- December 30, 2021

<u>DISTRIBUTION LIST:</u>	DATE: <u>12/1/21</u>
<ul style="list-style-type: none">• Board of Selectmen/Administration/Town Counsel• Warrant Committee• Building Commissioner• DHCD• MAPC• Planning Boards of:<ul style="list-style-type: none">○ Dover○ Sherborn○ Millis○ Walpole○ Norfolk	



Fios® TV Programming Change

On or after December 31, 2021, Univision will discontinue the Fusion network offered on channels 108 SD / 1552 HD. These channels will be removed from the Fios TV channel lineup.