



Select Board Meeting
Meeting Packet
April 15, 2025

**EMPLOYMENT AGREEMENT BETWEEN
WILLIAM A. DEKING III
AND THE TOWN OF MEDFIELD, MA**

This AGREEMENT is made pursuant to M.G.L. c. 41, § 108O between William A. DeKing III, ("Fire Chief" or "Mr. King") and the Town of Medfield ("Town"), acting by and through its Select Board ("Board"), to set forth the terms under which Mr. DeKing will be employed as the Medfield Fire Chief.

DUTIES

The Chief will perform the functions and duties specified in the Town By-Laws and to perform such other legally permissible and proper duties and functions as outlined in the Fire Chief's job description and Chapter 48, Section 42 of the General Laws of the Commonwealth of Massachusetts. The control of the Fire Department shall remain with the Fire Chief as defined under MGL Ch. 48, § 42. His duties shall include but not be limited to the following:

- A. The Chief shall supervise the daily operation of the Medfield Fire Department. The Chief shall supervise all department personnel.
- B. The Chief shall prepare the proposals for the Fire Department budget, which are submitted to the Town Administrator, Warrant Committee, and the Select Board.
- C. The Chief shall give oral and/or written reports to the Town Administrator and/or Select Board when requested or required in order to ensure that proper communication exists between the Select Board and the Fire Department.
- D. The Chief shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Medfield.
- E. The Chief shall oversee and be responsible for all equipment, vehicles, and non-expendable items assigned to the Fire Department.
- F. The Chief shall be responsible for all training programs for department personnel.
- G. The Chief shall assign shifts and duties of all department personnel.
- H. In consultation with the Town Administrator and Select Board and in recognition of their shared responsibility and authority, the Chief shall be responsible to maintain the discipline and good order of department personnel. In doing so, the Chief shall notify and consult with the Town Administrator when any officer engages in any conduct that might warrant discipline, including a written reprimand, suspension, and discharge. The Chief recognizes that, while the Chief makes the final decision on suspensions and discharges, the decision is subject to the Town Administrator's determination, as the Town's collective bargaining

agent, that it is consistent with the collective bargaining agreement between the Town and the Medfield Permanent Firefighters.

- I. In consultation with the Town Administrator and in recognition of their shared responsibility and authority, the Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies, or by-laws applicable to any Fire Department personnel, including bringing to the attention of the Town Administrator any issues arising thereunder. The Chief recognizes that the Town Administrator serves as the Town's chief union negotiator and the Select Board make the final decision on grievances. To the extent requested and authorized by the Town Administrator, the Chief will assist in collective bargaining matters, including negotiations.
- J. In accordance with Massachusetts General Laws Chapter 639, specifically Sections 1 & 13, the Chief shall serve as the Emergency Management Director for the Town of Medfield.

HOURS OF WORK; CELLPHONE AND VEHICLE

The Fire Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Fire Chief under this Agreement. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and as such time will least adversely impact Department operations. The Fire Chief shall be considered an exempt employee under the Fair Labor Standards Act.

The Town shall provide and pay the expenses for a cell phone for use by the Fire Chief. At the request of the Town Administrator, the cell phone will be returned to the Town upon the Fire Chief's conclusion of employment.

The Fire Chief shall be provided with a police vehicle for his use. The Town will pay all operating, maintenance expenses and insurance. The vehicle is to be used in connection with the performance of the Fire Chief duties and may be used for personal reasons, since the Fire Chief is always "on-call" and has been designated as an essential public safety employee in the event of an emergency.

TERM OF CONTRACT AND TERMINATION

This Agreement shall be for a three (3) year term commencing May 2, 2025 and ending on June 30, 2028, subject, however, to termination during this three (3) year term as provided in this agreement.

DISCIPLINE OR DISCHARGE

During the term of this agreement, it is agreed that the Fire Chief can be suspended or removed for cause in accordance with M.G.L. c. 48, § 42 upon proper notice and only after a hearing at which the Chief shall have the right to be represented by his counsel at his own expense. Before any such disciplinary hearing shall begin, the Chief shall be given advance notice thereof, together with a written statement of the charge or charges or other basis of the actions. The principles of progressive discipline shall apply. Any such suspension or removal shall suspend or terminate any applicable terms of this Contract. The Town recognizes the Chief's right to have any disciplinary hearing before the Select Board open to the public if the Chief so requests.

For the purposes of this Agreement, "cause" shall mean the existence of a reasonable basis for the Board's dissatisfaction with the Fire Chief, including without limitation for poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Fire Chief's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under the Agreement for the term of the suspension. A dismissal for cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement. The Parties agree that expiration of the term of this Agreement shall also constitute "cause" for the purposes of termination.

The Chief may appeal any suspension or removal by the Appointing Authority to an arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Chief and the Town. Each party shall be responsible for their own attorney's fees. In the event that the Chief is removed by virtue of non-renewal of this Agreement or re-appointment, such removal shall not be subject to an appeal under this paragraph.

REMOVAL/SEVERANCE PAY

In addition to any of its other rights to end the Town's obligations under this Agreement, the Board can end the Town's obligations and the employment of the Fire Chief during the term of the Agreement, or any holdover period, by paying the Fire Chief severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives her regular pay, or any combination thereof. At the Board's option, the severance payment can be paid in whole or part by relieving the Fire Chief of his duties and authority during the term of the Agreement and paying the severance for the remainder of the term. At any time during this Agreement, the Board may vote to request the resignation of the Fire Chief. If the Fire Chief agrees to the Board's request, he shall receive severance of six (6) months' salary either in a lump sum or in the same increments as the Fire Chief receives his regular pay, or any combination thereof.

PAID ADMINISTRATIVE LEAVE

Nothing in this Agreement shall preclude the Town Administrator or the Board from relieving the Fire Chief of his duties and authority by placing the Fire Chief on paid administrative leave.

FIRE CHIEF NOTICE TO END AGREEMENT

The Fire Chief may end his obligation under this Agreement with three (3) months written notice to the Town Administrator or the Board.

PERFORMANCE EVALUATION

The Fire Chief and the Town Administrator shall meet annually for the purpose of reviewing the Chief's performance of his duties and responsibilities. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Town Administrator, Select Board, and the Fire Chief. The Fire Chief shall have the opportunity to discuss an evaluation with the Town Administrator and the Board.

COMPENSATION

The Town agrees to pay the Fire Chief an annual, all-inclusive salary in installments on the same schedule as other Town employees:

- Effective May 2, 2025, the annual salary will be \$156,000
- Effective May 2, 2026, the annual salary will be \$159,900
- Effective May 2, 2027, the annual salary will be \$164,697

There shall also be an additional stipend of \$4,000 (Four Thousand Dollars) annually for holding the position of Emergency Management Director.

UNIFORMS

It is recognized that the Chief shall wear regulation uniform on a daily basis at his discretion. The Town agrees that the Chief shall be reimbursed for the purchase and/ or maintenance of regulation uniforms or civilian attire as follows:

Clothing allowance of \$1,500.00 annually which will be used to pay for purchases of work clothing from vendors. Cleaning allowance of \$300.00 to be made on the first pay date in December.

The Town agrees to replace any personal property, equipment, or clothing worn by the Chief covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expenses shall not be charged to the Chief's clothing allowance.

HEALTH INSURANCE AND DENTAL INSURANCE

The Town agrees that the Chief shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as other Town Department Heads.

DEATH DURING TERM OF EMPLOYMENT

If the death of the Chief occurs during his term of employment, the Town shall pay to the Chief's estate all of the compensation that would otherwise have been payable to the Chief up to the date of the Chief's death. This includes but is not limited to unused vacation days, holidays, and personal days.

VACATION, SICK AND PERSONAL LEAVE

The Fire Chief shall receive twenty-five (25) vacation days annually under the terms set forth in the Town's Personnel Administration Plan for non-union personnel. Subject to available funds and approval of the Select Board, the Fire Chief shall have the option of being compensated for up to ten (10) days of vacation leave at the salary in effect at the time of the request. The Fire Chief shall submit a request to the Select Board if he intends to exercise this provision, on or before December 31st of the fiscal year of the request.

The Fire Chief shall receive the sick and personal leave benefit under the terms set forth in the Town's Personnel Administration Plan for non-union personnel.

HOLIDAY PAY

Holiday pay shall be paid to the Chief for the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veterans' Day
5. Thanksgiving Day
6. Christmas Day
7. New Year's Day
8. Martin Luther King Day
9. Washington's Birthday
10. Patriot's Day
11. Memorial Day
12. Juneteenth

BEREAVEMENT LEAVE

The Fire Chief shall be granted Bereavement Leave benefit under the terms set forth in the Town's Personnel Administration Plan.

JURY DUTY

The Fire Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

INJURED ON DUTY

The Fire Chief shall be entitled to "injured on duty" benefits provided in MGL Chapter 41 Section 111F of The Massachusetts General Laws and medical expenses as provided in MGL Chapter 41 Section 100, as determined by the Board.

PROFESSIONAL DEVELOPMENT AND EXPENSES

The Town of Medfield recognizes its obligation to the professional development of the Fire Chief. The Town agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a Fire Chief. Any or all of the opportunities, including those set forth below, are subject to the Town's ability to pay, which shall be determined by the Town Administrator.

The Town agrees that the Chief may attend seminar(s), conferences and courses, which in his judgment will be beneficial to his employment with the Town, preferably relating to Fire Department services or management.

The Chief will be reimbursed by the Town for all proper expenses and fees incurred while attending said conferences, seminars, and courses.

The Town agrees to pay for professional dues, subscriptions and fees reasonably related to the professional growth, development, education and training of the Fire Chief. The Chief shall be allowed membership in professional Fire Chiefs organizations and such other professional organizations deemed necessary and appropriate as may be mutually agreed upon by the Chief and the Select Board.

INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 9, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties (irrespective of whether the Fire Chief is on duty or off) to a maximum of \$1 million dollars, provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. This section shall survive the termination of this Agreement or removal of the Chief for the Chief's acts or omissions that occurred during his tenure as Chief.

RESIDENCY

The Fire Chief shall maintain a permanent residence within the fifteen (15) mile requirement under MGL 41 Section 99A.

NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The Chief, except to the extent that such reduction is evenly applied “across the board” for all Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

RENEWAL

The Board shall give the Fire Chief written notice of its intentions about renewing the Agreement no later than December 31, 2027 provided that the Fire Chief first notifies the Board in writing between September 1, 2027 and October 30, 2027, inclusive, asking the Board to provide him with written notice of its intentions about renewal no later than December 31, 2027. If the Board fails to provide said notice by December 31, 2027, and this Agreement is not renewed, the Town shall pay the Fire Chief severance in the amount described under the Removal/Severance Pay section of this Agreement. Said severance shall be the sole remedy for failing to meet the notice requirements in this Paragraph. Non-renewal can be considered just cause.

MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

APPLICABLE LAW

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement shall is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 2nd Day of May, 2025.

William A. DeKing III

**Select Board,
Town of Medfield**

Acts (2025)

Chapter 2

AN ACT EXTENDING CERTAIN COVID-19 MEASURES ADOPTED DURING THE STATE OF EMERGENCY

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to extend certain COVID-19 measures adopted during the state of emergency, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public health.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 30A of chapter 20 of the acts of 2021, as most recently amended by section 40 of chapter 2 of the acts of 2023, is hereby further amended by striking out the words “March 31, 2025” and inserting in place thereof the following words:- June 30, 2027.

SECTION 2. The first sentence of section 15 of chapter 22 of the acts of 2022 is hereby amended by striking out the words “held during the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants,”.

SECTION 3. The first sentence of section 26 of said chapter 22 is hereby amended by striking out the words “during the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants, if the moderator in a town having a representative town meeting form of government determines that it is not possible to safely assemble the town meeting members and interested members of the public in a common location while complying with any applicable state or local orders, directives or guidance concerning public assemblies, the moderator” and inserting in place thereof the following words:- the moderator in a town having a representative town meeting form of government.

SECTION 4. Section 44B of said chapter 22, inserted by section 50 of chapter 2 of the acts of 2023, is hereby amended by striking out the words “March 31, 2025” and inserting in place thereof the following words:- June 30, 2027.

Approved, March 28, 2025.

Acts (2022)

Chapter 22

AN ACT MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2022 TO PROVIDE FOR SUPPLEMENTING CERTAIN EXISTING APPROPRIATIONS AND FOR CERTAIN OTHER ACTIVITIES AND PROJECTS

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to forthwith to make supplemental appropriations for fiscal year 2022 and to make certain changes in law, each of which is immediately necessary to carry out those appropriations or to accomplish other important public purposes, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. To provide for certain unanticipated obligations of the commonwealth, to provide for an alteration of purpose for current appropriations and to meet certain requirements of law, the sum set forth in section 2A is hereby appropriated from the General Fund unless specifically designated otherwise in this act, for the several purposes and subject to the conditions specified in this act and subject

to the laws regulating the disbursement of public funds for the fiscal year ending June 30, 2022. This sum shall be made available until June 30, 2022.

SECTION 2A.

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

Reserves

1599-0080.. For a reserve to support the establishment and expansion of 2019 novel coronavirus testing locations, to be determined in consultation with the executive office of health and human services and the department of public health, and the purchase of 2019 novel coronavirus tests; provided, that such testing locations shall include, but not be limited to, community health centers, regional vaccination clinics, urgent care centers and other nonprofit organizations; provided further, that organizations receiving funds from this item for on-site testing shall provide walk-up appointments; provided further, that funds may be expended for staffing at such locations; provided further, that funds shall be expended for 2019 novel coronavirus rapid antigen tests for: (i) elementary and secondary public school districts, charter schools and educational collaboratives approved pursuant to section 4E of chapter 40 of the General Laws for the safe opening and operations of school facilities; (ii) early education and care programs; (iii) congregate care facilities including, but not limited to, nursing facilities; (iv) health care workers including, but not limited to, personal care attendants, home care aides, homemakers and home health aides; (v) early intervention programs certified by the department of public health; and (vi) homeless shelters; provided further, that not less than \$5,000,000 shall be expended for efforts to increase vaccination rates among the population of children ages 5 to 11, inclusive; provided further, that not less than \$5,000,000 shall be expended to support expanded infrastructure and staff capacity at community health centers to deliver 2019 novel coronavirus vaccines in communities with low vaccination rates and increased on-site testing; provided further, that such community health centers shall

utilize all sources of vaccine delivery staff available to them under the department of public health's rules and regulations including, but not limited to, enrolled medical students; provided further, that the department shall develop, publicly advertise and administer on an ongoing basis a depository of volunteers willing and eligible to administer 2019 novel coronavirus vaccines in community health centers and community-based and faith-based organizations delivering vaccines with limited staffing; provided further, that said funding shall prioritize efforts to maximize a culturally, linguistically and ethnically competent workforce as it relates to vaccine delivery; provided further, that funds shall be made available to the department of public health to provide, in consultation with the Massachusetts cultural council, a grant program for arts organizations, culture creators, influencers and local cultural organizations to promote vaccine awareness, education and adoption in an effort to increase vaccination rates; provided further, that the program shall prioritize grant applicants with demonstrated connections to, understanding of, penetration in and credibility in communities with low vaccination rates and that focus on and represent culturally, linguistically and ethnically diverse communities; provided further, that funds shall be made available for the staffing and administration of the program; provided further, that not later than March 15, 2022, the department shall provide a report to the house and senate committees on ways and means on the status of the grant program including, but not limited to: (i) grant criteria used in evaluating applicants; (ii) the number of applications received; (iii) the number of successful applicants to date; (iv) the communities in which successful applicants are focused; and (v) the grant award amounts to date by applicant; provided further, that not less than \$7,000,000 shall be expended to support technical assistance to local community groups and organizations conducting outreach and education including, but not limited to, holding vaccine clinics related to 2019 novel coronavirus vaccines in communities disproportionately impacted by the 2019 novel coronavirus pandemic; provided further, that said funds shall support culturally, linguistically and ethnically appropriate materials and staff to conduct 2019 novel coronavirus vaccine outreach and education; provided further, that

prioritization for such funds shall be given to organizations with experience providing grant-making and capacity-building assistance services to assist community-based and faith-based organizations with 2019 novel coronavirus pandemic mitigation and vaccination program activities in communities disproportionately impacted by the pandemic; provided further, that such outreach and education efforts shall continue for not less than 6 months after funds are received; provided further, that funds may be made available for vaccine incentive programs; provided further, that funds shall be expended to the COVID-19 Vaccine Equity Initiative for efforts to increase the rate of vaccination and booster shots in communities disproportionately impacted by the 2019 novel coronavirus pandemic; provided further, that funds shall be expended to support the implementation of the comprehensive COVID-19 vaccination equity plan established in section 30; provided further, that funds may be made available to the Massachusetts Growth Capital Corporation to provide 2019 novel coronavirus rapid antigen tests to small businesses operating in the commonwealth; provided further, that funds may be made available for a multilingual communications outreach plan to disseminate information to communities disproportionately impacted by the 2019 novel coronavirus; provided further, that the outreach plan shall include, but not be limited to: (i) the purpose and public health benefits of frequent rapid antigen testing; (ii) where and how to access free 2019 novel coronavirus rapid antigen tests; (iii) how to use such tests at home, in school, in the workplace and in other settings; and (iv) appropriate steps to take if a test comes back positive; provided further, that funds shall be prioritized for communities disproportionately impacted by the 2019 novel coronavirus pandemic; provided further, that funds shall be distributed in a manner that promotes geographic equity; provided further, that the administration shall pursue the highest allowable rate of federal reimbursement for all eligible expenditures from this item; and provided further, that funds shall be distributed not later than February 28, 2022..... \$50,000,000

1599-0767.. For a reserve to support the acquisition and distribution of high-quality personal protective masks for: (i) children, staff and faculty in elementary and secondary public school districts, charter schools, approved special education schools and educational collaboratives approved pursuant to section 4E of chapter 40 of the General Laws; (ii) children, staff and faculty in early education and care programs; (iii) personnel and residents in congregate care facilities including, but not limited to, nursing facilities; (iv) health care workers including, but not limited to, personal care attendants, home care aides, homemakers and home health aides; (v) staff in early intervention programs certified by the department of public health; and (vi) homeless shelters; provided, that such masks shall include, but not be limited to, N95 masks and KN95 masks; provided further, that such masks shall be distributed not later than February 28, 2022; provided further, that such masks, to the maximum extent practicable, shall be in alignment with the guidance issued under section 31; provided further, that funds shall be prioritized for communities disproportionately impacted by the 2019 novel coronavirus pandemic; provided further, that funds shall be distributed in a manner that promotes geographic equity; provided further, that the administration shall pursue the highest allowable rate of federal reimbursement for all eligible expenditures from this item; provided further, that the executive office for administration and finance, in consultation with the department of elementary and secondary education, the department of early education and care and the executive office of health and human services, shall make available on a public website the: (i) total number of masks purchased, including the total number of each type of mask purchased; (ii) total number of masks distributed; (iii) school districts, charter schools, approved special education schools and educational collaboratives approved pursuant to said section 4E of said chapter 40 to which they were distributed; (iv) early education and care programs to which they were distributed; (v) congregate care facilities to which they were distributed; and (vi) number of masks distributed for health care workers, broken down by type of worker; and provided further, that the executive office for administration and finance shall report on said public website: (i) the number of rapid

antigen tests purchased after January 1, 2022; (ii) the number of tests distributed; and (iii) the recipients to which the tests were distributed..... \$25,000,000

1599-0768.. For the department of unemployment assistance to maximize the reach of the public information campaign required under section 76 of chapter 102 of the acts of 2021 and promote awareness of the ability to seek a redetermination of a decision pursuant to section 23 in a culturally, linguistically and ethnically diverse manner that includes multi-lingual, plain language communication to each affected claimant in their preferred language, that promotes equity and reaches underserved and underrepresented individuals and that includes detailed information on how to request an appeal; provided, that detailed information on how to request an appeal shall also be posted prominently within the unemployment insurance online and pandemic unemployment assistance portals; provided further, that the department shall pursue the highest allowable rate of federal reimbursement for all eligible expenditures from this item..... \$1,000,000

SECTION 3. Section 75 of chapter 260 of the acts of 2020 is hereby amended by striking out the words “January 1” and inserting in place thereof the following words:- July 31.

SECTION 4. The first sentence of the first paragraph of section 11 of chapter 16 of the acts of 2021, as amended by section 3 of chapter 55 of the acts of 2021, is hereby further amended by striking out the figure “\$60,000,000” and inserting in place thereof the following figure:- \$85,000,000.

SECTION 5. Said section 11 of said chapter 16, as so amended, is hereby further amended by striking out the figure “\$75,000,000”, both times it appears, and inserting in place thereof, in each instance, the following figure:- \$100,000,000.

SECTION 6. The first paragraph of said section 11 of said chapter 16, as so amended, is hereby further amended by striking out the second sentence.

SECTION 7. Section 23 of chapter 20 of the acts of 2021 is hereby amended by striking out the words “December 15, 2021” and inserting in place thereof the following words:- July 15, 2022.

SECTION 8. Said chapter 20 is hereby further amended by inserting after section 26 the following section:-

SECTION 26A. Section 20 is hereby repealed.

SECTION 9. Section 27 of said chapter 20 is hereby amended by striking out the figure “20,”.

SECTION 10. Said chapter 20 is hereby further amended by inserting after section 30 the following section:-

SECTION 30A. Section 26A shall take effect on July 15, 2022.

SECTION 11. Section 89 of chapter 102 of the acts of 2021 is hereby amended by striking out the words “July 31, 2022”, both times they appear, and inserting in place thereof, in each instance, the following words:- December 31, 2022.

SECTION 12. (a) As used in this section, the following words shall, unless the context clearly requires otherwise, have the following meanings:

“Principal”, a person who is signing a document under this section as a principal or as a credible witness, as those terms are defined in section 1 of chapter 222 of the General Laws.

“Satisfactory evidence of identity”, (i) identification of an individual based on at least 1 current document issued by a federal or state government agency bearing the photographic image of the individual’s face and signature; or (ii) identification of an individual based on the notary public’s personal knowledge of the identity of the principal.

(b) In order to address the disruptions caused by the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants, a notary public appointed pursuant to chapter 222 of the General Laws may perform an acknowledgement, affirmation or other notarial act under said chapter 222 utilizing electronic video conferencing in real time as provided in this section. A principal in any such notarial act may act individually or in a representative capacity.

(c)(1) An acknowledgment, affirmation or other notarial act utilizing electronic video conferencing pursuant to this section shall be valid and effective if:

(i) the notary public observes each principal’s execution of a document;

(ii) both the notary public and each principal are physically located within the commonwealth;

(iii) each principal provides the notary public with satisfactory evidence of identity; provided, however, that if the principal is not a United States citizen, a valid passport or other government-issued identification credential that evidences the principal’s nationality or residence and that bears the photographic image of the principal’s face and signature shall constitute satisfactory evidence of identity; provided further, that if the satisfactory evidence of identity is a

government-issued identification credential, the principal shall both visually display the principal's identification credential to the notary public during the electronic video conference and shall transmit to the notary public a copy of the front and back of the identification credential, either with the executed document or separately through electronic means; provided further, that if the principal's identification credential is a United States or foreign passport book, a copy of the front cover and page displaying the principal's photograph, name and signature shall be a sufficient copy; and provided further, that a copy of any such identification credential shall be retained for a period of 10 years by the notary public, who shall keep it secure and confidential in accordance with state and federal law;

(iv) each principal makes the acknowledgement, affirmation or other act to the notary public, as appropriate;

(v) a principal causes the executed document to be delivered to the notary public by delivery service, courier or other means in accordance with the notary public's instructions; and

(vi) with respect to any document requiring notarization and executed in the course of closing a transaction involving a mortgage or other conveyance of title to real estate, upon receipt of the executed document, the notary public and each principal engage in a second video conference during which each principal verifies to the notary public that the document received by the notary public is the same document executed during the first video conference.

During any video conference pursuant to this section, each principal shall: (A) swear or affirm under the penalties of perjury that the principal is physically located within the commonwealth; and (B)

make a disclosure of any person present in the room with the principal and make that person viewable to the notary public.

(2) Upon completion of the process under paragraph (1), the notary public may affix the notary public's stamp and signature to the executed document, whereupon the notarial act shall be completed.

(3) The notarial certificate attached to the executed document shall include a recital indicating that the document was notarized remotely pursuant to this section. The certificate shall recite the county in which the notary public was located at the time that the notarial act was completed and shall recite the date that the notarial act was completed; provided, however, that the failure to include any of the recitals required by this subsection shall not affect the validity or recordability of the document; and provided further, that with respect to a document being notarized in connection with a mortgage financing transaction, the notarial certificate may recite the date stated within the body of the document, even if that date precedes the date of completion of the notarial act.

(4) The notary public shall execute an affidavit confirming under the penalties of perjury that the notary public has: (i) received a copy of each principal's current identification credential and visually inspected the credential during the initial video conference with the principal, if applicable; (ii) obtained each principal's verbal assent to the recording of the electronic video conference; (iii) taken each principal's affirmations as to physical presence of the principal within the commonwealth; and (iv) been informed of and noted on the

affidavit any person present in the room, including a statement of the relationship of any person in the room to the principal. The affidavit shall be retained for a period of 10 years by the notary public.

(5) With respect to any will, nomination of guardian or conservator, caregiver authorization affidavit, trust, durable power of attorney, health care proxy or authorization under the federal Health Insurance Portability and Accountability Act of 1996, the document shall be complete when all original counterparts and the notary public's affidavit are compiled.

(6) Each notary public who performs a notarial act utilizing electronic video conferencing pursuant to this section shall create an audio and video recording of the performance of the notarial act; provided, that the audio and video recording shall be retained for a period of 10 years by the notary public.

(d) A document executed, acknowledged or notarized pursuant to this section shall be a properly executed, acknowledged and notarized document for all legal purposes in the commonwealth, including, but not limited to, for recording with the registry of deeds of any county, for filing as a valid will and for filing or recording with any other state, local or federal agency, court, department or office.

With respect to any such document recorded in a registry of deeds or filed with a registry district of the land court: (i) the affidavit required pursuant to paragraph (4) of subsection (c) shall not be required to be recorded or filed; and (ii) a principal's being subsequently determined to have been physically located outside of the commonwealth during any video conference or a principal's having failed to accurately disclose the presence or identity of others

in the room during any video conference, in either case, shall not constitute grounds to set aside the title to real property acquired by an arm's length third-party mortgagee or purchaser for value.

The expiration, repeal or amendment of this section shall not affect the validity of a notarial act completed while this section is in effect and performed in accordance with the terms of this section.

(e) The signature of any witness who participates in the electronic video conference and whose signature is notarized pursuant to this section shall be valid as if the witness had been present to sign in person. A document signed on multiple pages or in multiple locations within the commonwealth or in multiple counterparts shall be valid and effective if it is otherwise in conformity with this section.

(f)(1) Notwithstanding any provision of this section to the contrary, with respect to any document requiring notarization and executed in the course of closing a transaction involving a mortgage or other conveyance of title to real estate or with respect to any will, nomination of guardian or conservator, caregiver authorization affidavit, trust, durable power of attorney, health care proxy or authorization under the federal Health Insurance Portability and Accountability Act of 1996:

(i) only a notary public appointed pursuant to chapter 222 of the General Laws who is an attorney licensed to practice law in the commonwealth or a paralegal under the direct supervision of such an attorney, shall perform an acknowledgment, affirmation or other notarial act utilizing electronic video conferencing in real time as provided in this section; and

(ii) if the notary public is a paralegal, any copy of a principal's identification credential required to be retained pursuant to paragraph (1) of subsection (c), the affidavit required pursuant to paragraph (4) of subsection (c), and the audio and video recording required to be retained pursuant to paragraph (6) of subsection (c), shall be retained by the notary public's supervising attorney.

(2) Notwithstanding any provision of this section to the contrary, with respect to any document requiring notarization and executed in the course of closing a transaction involving a mortgage or other conveyance of title to real estate, if the principal proves their identity by a government-issued identification credential in accordance with said paragraph (1) of said subsection (c) and the principal is not otherwise personally known to the notary public, the principal shall display a secondary form of identification containing the principal's name to the notary public during the initial video conference, which may contain the principal's photograph, signature or be issued by a government entity. Acceptable secondary forms of identification shall include, but not be limited to, a credit or debit card, a social security card, a municipal tax bill or a utility bill; provided, however, that any such municipal tax or utility bill is dated within 60 days of the first video conference.

(3) Nothing in this section shall affect any law or regulation governing, authorizing or prohibiting the practice of law, including, but not limited to, the requirement that the closing of a transaction involving a mortgage or other conveyance of title to real estate may only be conducted by an attorney duly admitted to practice law in the commonwealth.

SECTION 13. (a) As used in this section, the following words shall, unless the context clearly requires otherwise, have the following meanings:

“COVID-19”, the outbreak of the novel coronavirus, also known as COVID-19, and subsequent variants.

“COVID-19 rule”, an executive order, order of the commissioner of public health, declaration, directive or other state or federal authorization, policy, statement, guidance, rule-making, regulation or otherwise applicable law that waives, suspends or modifies otherwise applicable state or federal law, regulations or standards regarding either: (i) scope of practice or conditions of licensure, including modifications authorizing health care professionals licensed in another state to practice in the commonwealth; or (ii) the delivery of care, including those regarding the standard of care, the site at which care is delivered or the equipment used to deliver care, during the outbreak of COVID-19.

“Health care services”, services provided by a health care facility or health care professional, regardless of location, that involve the: (i) treatment, diagnosis, prevention or mitigation of COVID-19; (ii) assessment or care of an individual with a confirmed or suspected case of COVID-19; or (iii) care of any other individual who presents at a health care facility or to a health care professional during the outbreak of COVID-19.

“Damages”, injury or loss of property or personal injury or death, including economic or non-economic losses.

“Good faith”, shall, without limitation, include acts or omissions undertaken consistent with the guidelines for crisis standards of care during COVID-19, issued by the department of public health, and exclude, without limitation: (i) acts or omissions based on race, ethnicity, national origin, religion, disability, sexual orientation or gender identity; (ii) deceptive acts or practices; and (iii) fraud.

“Health care facility”, (i) hospitals, including acute and chronic disease rehabilitation hospitals, as licensed under section 51 of chapter 111 of the General Laws; (ii) state hospitals, mental health centers and other mental health facilities under the control of the department of mental health pursuant to section 7 of chapter 19 of the General Laws; (iii) hospitals operated by the department of public health pursuant to section 62I of chapter 111 of the General Laws, section 69E of said chapter 111 and chapter 122 of the General Laws; (iv) psychiatric hospitals, as licensed under section 19 of said chapter 19; (v) skilled nursing facilities, as licensed under section 71 of said chapter 111; (vi) assisted living residences, as defined in section 1 of chapter 19D of the General Laws; (vii) rest homes, as referenced in said section 71 of said chapter 111; (viii) community health centers, as defined in 130 CMR 405.000 and mental health centers, as defined in 130 CMR 429.000; (ix) home health agencies that participate in Medicare; (x) clinics, as licensed under said section 51 of said chapter 111; or (xi) sites designated by the commissioner of public health to provide COVID-19 health care services, including, but not limited to, step-down skilled nursing facilities, field hospitals and hotels.

“Health care professional”, an individual, whether acting as an agent, volunteer, contractor, employee or otherwise, who is: (i) authorized to provide health care services pursuant to licensure or

certification by the board of registration in medicine, the board of registration in nursing, the board of respiratory care, the board of registration of nursing home administrators, the board of registration in pharmacy, the board of registration of physician assistants, the board of allied health professionals, the board of allied mental health and human services professions, the board of registration of social workers or the board of registration of psychologists; (ii) a student or trainee in their approved medical professional services academic training program; (iii) a nursing attendant or certified nursing aide, including an individual who is providing care as part of the individual's approved nursing attendant or certified nurse aide training program; (iv) certified, accredited or approved under chapter 111C of the General Laws to provide emergency medical services; (v) a nurse or home health aide employed by home health agency that participates in Medicare; (vi) providing health care services within the scope of authority or license permitted by a COVID-19 rule; or (vii) a health care facility administrator, executive, supervisor, board member, trustee or other person responsible for directing, supervising or managing a health care facility or its personnel.

“Volunteer organization”, an organization, company or institution that makes its facility available to support the commonwealth's response and activities during the outbreak of COVID-19.

(b) Notwithstanding any general or special law to the contrary, except as provided in subsection (c), health care professionals and health care facilities shall be immune from suit and civil liability for any damages alleged to have been sustained by an act or omission by the health care professional or health care facility in the course of providing health care services during the outbreak of COVID-19;

provided, however, that: (i) the health care facility or health care professional is arranging for or providing health care services pursuant to a COVID-19 rule and in accordance with otherwise applicable law; (ii) arranging for or providing care or treatment of the individual was impacted by the health care facility's or health care professional's decisions or activities in response to treatment conditions resulting from the outbreak of COVID-19 or COVID-19 rules; and (iii) the health care facility or health care professional is arranging for or providing health care services in good faith.

(c) The immunity provided in subsection (b) shall not apply: (i) if the damage was caused by an act or omission constituting gross negligence, recklessness or conduct with an intent to harm or to discriminate based on race, ethnicity, national origin, religion, disability, sexual orientation or gender identity by a health care facility or health care professional providing health care services; (ii) to consumer protection actions brought by the attorney general; or (iii) to false claims actions brought by or on behalf of the commonwealth.

(d) Notwithstanding any general or special law to the contrary, a volunteer organization shall be immune from suit and civil liability for any damages occurring in or at the volunteer organization's facility where the damage arises from use of the facility for the commonwealth's response and activities related to the outbreak of COVID-19, unless it is established that the damages were caused by the volunteer organization's gross negligence, recklessness or conduct with an intent to harm.

SECTION 14. (a) Notwithstanding any general or special law to the contrary, subsections (b) and (c) of section 91 of chapter 32 of the General Laws shall not apply in calendar year 2022 to the following 2 categories of persons for hours worked and earnings received during the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants:

(i) any person who has been retired and who is receiving a pension or retirement allowance, pursuant to said chapter 32 or any other general or special law, from the commonwealth or a county, city, town, district or authority; or

(ii) any person whose employment in the service of the commonwealth or a county, city, town, district or authority has been terminated, pursuant to said chapter 32 or any other general or special law, by reason of having attained an age specified in a general or special law or by the rules and regulations of any department or agency of the commonwealth or a county, city, town, district or authority without being entitled to any pension or retirement allowance.

These 2 categories of persons may, during calendar year 2022 and subject to all other laws, rules and regulations governing the employment of persons in the commonwealth or a county, city, town, district or authority, be employed in the service of the commonwealth or a county, city, town, district or authority, including as a consultant or independent contractor or as a person whose regular duties require that such person's time be devoted to the service of the commonwealth, county, city, town, district or authority during regular business hours.

(b) This section shall not apply to individuals who retired under a general or special law on disability.

SECTION 15. (a) Notwithstanding section 13 of chapter 39 of the General Laws or any other general or special law, charter provision, ordinance or by-law to the contrary, a town may act by vote of its select board or board of selectmen, in consultation and with the approval of the town moderator, to prescribe the number of voters necessary to constitute a quorum at any town meeting held during the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants, at a number that is less than the number that would otherwise be required by law, town by-law or town charter; provided, however, that the number of voters necessary to constitute a quorum shall not be less than 10 per cent of the number that would otherwise be required.

(b) The select board or board of selectmen shall publish notice of its intention to consider an adjustment of town meeting quorum requirements under this section not less than 7 days before the vote of the select board or board of selectmen. The select board or board of selectmen shall provide for adequate means of public access that will allow interested members of the public to clearly follow the deliberations of the select board or board of selectmen on making a quorum adjustment as those deliberations are occurring.

(c) Not less than 10 days after a vote of the select board or board of selectmen to adjust the quorum requirement under this section, the town clerk shall notify the attorney general of the adjusted quorum requirement.

(d) All actions taken pursuant to this section are hereby ratified, validated and confirmed to the same extent as if the town meeting had been conducted in accordance with all other applicable laws, charter provisions, ordinances and by-laws.

SECTION 16. Notwithstanding section 28 of chapter 53 of the General Laws or any other general or special law to the contrary, the state primary in 2022 shall be held on Tuesday, September 6, 2022.

SECTION 17. Notwithstanding section 3 of chapter 53 of the General Laws or any other general or special law to the contrary, a person whose name is not printed on the September 6, 2022 state primary ballot as a candidate for an office, but who receives sufficient votes to nominate the person for the office, shall file in the office of the state secretary a written acceptance of the nomination and a receipt from the state ethics commission verifying that a statement of financial interest has been filed pursuant to chapter 268B of the General Laws not later than 5:00 P.M. on Thursday, September 8, 2022.

SECTION 18. Notwithstanding sections 11, 13 and 53A of chapter 53 of the General Laws and section 5 of chapter 55B of the General Laws or any other general or special law to the contrary, objections to and withdrawals from nominations made at the September 6, 2022 state primary shall be filed with the state secretary not later than 12:00 P.M. on Friday, September 9, 2022.

SECTION 19. Notwithstanding section 14 of chapter 53 of the General Laws or any other general or special law to the contrary, any vacancies from the September 6, 2022 state primary caused by death,

withdrawal or ineligibility under section 18 shall be filled by an executive committee, determined by the state party committee of the same political party who made the original nomination.

SECTION 20. Notwithstanding section 15 of chapter 53 of the General Laws or any other general or special law to the contrary, when a nomination is made to fill a vacancy caused by the death, withdrawal or ineligibility of a candidate from the September 6, 2022 state primary, the certificate of nomination shall be on a form prescribed by the state secretary, signed by the executive committee appointed by the state committee of the same political party as provided for in section 19 and filed with the state secretary not later than 5:00 P.M. on Monday, September 12, 2022.

SECTION 21. Notwithstanding section 135 of chapter 54 of the General Laws or any other general or special law to the contrary, a petition for a recount of the September 6, 2022 state primary shall be filed with the appropriate local election officials not later than 5:00 P.M. on Friday, September 9, 2022 and all recounts shall be completed and notice of the results shall be sent to the state secretary not later than 5:00 P.M. on Saturday, September 17, 2022.

Petitions for districtwide and statewide recounts of the September 6, 2022 state primary shall be submitted to the appropriate local election officials for certification not later than 12:00 P.M. on Friday, September 9, 2022 and local election officials shall complete certification not later than 10:00 A.M. on Tuesday, September 13, 2022. Thereafter, certified petitions shall be filed with the secretary of state not later than 5:00 P.M. on Tuesday, September 13, 2022. If the state secretary determines that the contest is eligible for a statewide or

districtwide recount, the state secretary shall notify the local election officials who shall complete the recount and shall notify the state secretary of the results of the recount not later than 5:00 P.M. on Saturday, September 17, 2022.

Notwithstanding the provisions of section 135 of chapter 54 of the General Laws, a board of registrars must only provide 2 days' notice of the date, time and location of the recount to each candidate for the office for which the recount has been petitioned. Electronic notice shall be sufficient.

SECTION 22. Notwithstanding sections 8 to 10, inclusive, of chapter 55B of the General Laws or any other general or special law to the contrary, the state ballot law commission shall notify candidates of any objections filed to nominations at the September 6, 2022 state primary not later than 5:00 P.M. on Friday, September 9, 2022. Notice of the commission hearings shall be given by telephone and electronic mail. Hearings on objections shall be held on Wednesday, September 14, 2022 and decisions shall be rendered not later than 5:00 P.M. on Monday, September 19, 2022.

SECTION 23. (a) Notwithstanding section 71 of chapter 151A of the General Laws, the department of unemployment assistance may reconsider a determination or redetermination that resulted in an overpayment issued on or after March 10, 2020 after 1 year from the date of the original determination.

(b) Not later than March 1, 2022, the department of unemployment assistance shall report a detailed accounting of all estimates for the number of individuals and cost of overpayments that occurred in calendar years 2020 and 2021 as a result of benefits

dispersed under said chapter 151A and federal programs including, but not limited to, Pandemic Unemployment Assistance, Federal Pandemic Emergency Unemployment Compensation, federal Extended Benefits, Federal Pandemic Unemployment Compensation and Mixed Earner Unemployment Compensation. The report shall include: (i) the number of individuals in overpayment, by program; (ii) the number of waiver requests filed, including the number of waiver requests granted or denied and including reasons for denials and approvals; (iii) the number of appeals pending from overpayment denials and qualification determinations; (iv) the dollar amount of overpayment in each program; (v) the estimate of expected recovery for each of the programs; (vi) an estimate of the cost for the department to adjudicate waivers and appeals as a result of denied waivers; (vii) the estimated cost for taking action to recover such amounts; (viii) the median and average income of all individuals subject to overpayment and a stratification of individuals in income brackets; (ix) demographic information about such individuals; (x) the number of individuals who have already repaid overpayments; (xi) the amount of money collected from recovery efforts for each program; and (xii) an estimate of the tax rate for the 2023 tax year for employers should recovery of overpayments not occur. The report shall be filed with the clerks of the house of representatives and the senate, the house and senate committees on ways and means and the joint committee on labor and workforce development.

SECTION 24. Notwithstanding section 7.08 of chapter 156D of the General Laws or any other general or special law to the contrary, as a result of the outbreak of the 2019 novel coronavirus, also known as COVID-19 and subsequent variants, a public corporation, as

referenced in said section 7.08 of said chapter 156D and otherwise consistent with the other provisions of said section 7.08 of said chapter 156D, or a corporation, as defined in section 2 of chapter 180 of the General Laws, may conduct an annual or special meeting of the shareholders solely by means of remote communication.

SECTION 25. Notwithstanding section 7A of chapter 167E of the General Laws, section 65C $\frac{1}{2}$ of chapter 171 of the General Laws or any other general or special law to the contrary, due to the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants, written certification from a counselor with a third-party organization that a mortgagor has received counseling via a synchronous, real-time video conference or by telephone in lieu of counseling in person shall satisfy the requirements of clause (ii) of subsection (b) of said section 7A of said chapter 167E or clause (ii) of subsection (b) of said section 65C $\frac{1}{2}$ of said chapter 171; provided, however, that the third-party organization shall have been approved by the executive office of elder affairs for purposes of such counseling.

SECTION 26. (a) Notwithstanding any general or special law, charter provision, ordinance or by-law to the contrary, during the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants, if the moderator in a town having a representative town meeting form of government determines that it is not possible to safely assemble the town meeting members and interested members of the public in a common location while complying with any applicable state or local orders, directives or guidance concerning public assemblies, the moderator may request that the select board or board of selectmen of the town call for a representative town meeting to be held through remote participation,

including, but not limited to, by means of a video or telephone conferencing platform. The request by the moderator to the select board or board of selectmen shall be in writing and shall include, but shall not be limited to: (i) the moderator's determination and request to hold a town meeting through remote participation in accordance with this section; (ii) the video or telephone conferencing platform the moderator has determined to use to hold the town meeting; (iii) confirmation that the moderator has consulted with the local disability commission or coordinator for federal Americans with Disabilities Act compliance; and (iv) a certification by the moderator that: (A) the moderator has tested the video or telephone conferencing platform; and (B) the platform satisfactorily enables the town meeting to be conducted in substantially the same manner as if the meeting occurred in person at a physical location and in accordance with the operational and functional requirements set forth in this section.

A video or telephone conference platform used by a town meeting for remote participation under this section shall, at minimum, provide for the ability for: (i) the moderator, town meeting members, town officials and any other interested members of the public to identify and hear the moderator and each town meeting member who attends and participates in the remotely-held town meeting, as well as any other individuals who participate in the remotely-held town meeting; (ii) the ability to determine whether a quorum is present; (iii) a town meeting member, town official or other individual to request recognition by the moderator without prior authorization; provided, however, that to the extent technologically feasible, the request is visible or audible to the public in real time and upon review of the recording of the town meeting proceedings, preserved according to

subsection (h); (iv) the moderator to determine when a town meeting member wishes to be recognized to speak, make a motion, raise a point of order or object to a request for unanimous consent; (v) the moderator to recognize a town meeting member, town official or other individual to speak and to enable that person to speak; (vi) the ability to conduct a roll call vote; (vii) any interested members of the public to access the meeting remotely for purposes of witnessing the deliberations and actions taken at the town meeting; and (viii) the town meeting to be recorded. Registered voters residing in the town wishing to participate in a remote town meeting conducted pursuant to this section shall submit a request to participate to the town clerk not less than 48 hours in advance of the town meeting. Upon receipt of the request and verification of the requester's voter registration status, the clerk shall provide to the requester instructions for participating in the remote town meeting.

(b) Not later than 10 business days following receipt of a written request by the moderator for remote participation at a town meeting pursuant to subsection (a), the select board or board of selectmen shall vote to determine if the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator.

(c) If the select board or board of selectmen votes to approve the request of the moderator for remote participation at a town meeting and the select board or board of selectmen has already issued a warrant pursuant to section 10 of chapter 39 of the General Laws calling a town meeting to be held not later than July 15, 2022, the select board or board of selectmen shall, at the same meeting of the board, approve and issue, in consultation with the moderator, a notice

that expressly states: (i) that the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator; (ii) the date and time of the meeting; and (iii) any information necessary for the moderator, town meeting members, town officials and interested members of the public to access and witness the deliberations and actions taken at the town meeting remotely.

The notice issued by the select board or board of selectmen shall be: (i) accompanied by the written request of the moderator submitted to the select board or board of selectmen under subsection (a); (ii) filed and posted in accordance with the requirements of subsection (b) of section 10A of chapter 39 of the General Laws; (iii) distributed to each town meeting member; and (iv) publicly posted not less than 10 days before the scheduled date of the remote town meeting. The notice may include a date, time and place for the town meeting to be resumed if the town meeting does not vote to continue the town meeting remotely pursuant to subsection (f).

(d) If the select board or board of selectmen votes to approve the request of the moderator for remote participation at a town meeting and the select board or board of selectmen has not yet issued a warrant for a town meeting, the select board or board of selectmen shall approve and issue a warrant pursuant to section 10 of said chapter 39 for the town meeting that expressly states: (i) that the town meeting shall be held remotely by means of the video or telephone conferencing platform requested by the moderator; (ii) the date and time of the meeting; and (iii) any information necessary for the

moderator, town meeting members, town officials and interested members of the public to access and witness the deliberations and actions taken at the town meeting remotely.

The warrant issued by the select board or board of selectmen shall be: (i) accompanied by the written request of the moderator submitted to the select board or board of selectmen under subsection (a); and (ii) filed in accordance with said section 10 of said chapter 39, all other applicable laws and any relevant provisions of the town charter or by-laws. The warrant may include a date, time and place for the town meeting to be resumed if the town meeting does not vote to continue the town meeting remotely pursuant to subsection (f).

(e) Not later than 5 business days after a vote of the select board or board of selectmen to approve the request of the moderator to hold a town meeting remotely pursuant to subsection (c) or (d), the town clerk shall submit certified copies of the vote of the select board or board of selectmen and the written request of the moderator to the attorney general.

(f) Prior to taking up any business at a representative town meeting held through remote participation under this section, the town meeting members present and voting at the meeting shall vote on whether to commence business at the town meeting remotely by means of the chosen video or telephone conferencing platform. If the town meeting votes to continue conducting the town meeting remotely, then the town meeting shall proceed by remote participation to address the articles included in the warrant. If the town meeting does not vote to continue conducting the town meeting remotely, then the town meeting shall be adjourned to the date, time and place

specified in the notice or warrant under subsection (c) or (d). If no date, time and place has been specified in the notice or warrant, the town meeting shall immediately be dissolved without taking any votes on any other matters and the select board or board of selectmen may call the town meeting pursuant to a new warrant that provides for the town meeting to be held in person at a physical location in accordance with said section 10 of said chapter 39, and all other applicable laws and provisions of the town charter and by-laws.

(g) Any roll call vote taken at a representative town meeting held through remote participation pursuant to this section shall be taken by any means that the moderator determines accurately and securely records the votes of those entitled to vote at the meeting, including, but not limited to, roll call vote, electronic voting, voting by ballot, voting by phone or any combination thereof. The vote of each town meeting member on a roll call vote shall be recorded and kept with the minutes of the town meeting.

(h) A representative town meeting held remotely pursuant to this section shall be recorded and the recording shall be preserved and made publicly available on the town's website for not less than 90 days after the conclusion of the remote town meeting.

(i) All actions taken during a remote town meeting held pursuant to this section are hereby ratified, validated and confirmed to the same extent as if the town meeting had been conducted in person and such actions are in accordance with all other applicable laws, charter provisions, ordinances and by-laws.

SECTION 27. Notwithstanding any general or special law or any bylaw of the corporation to the contrary, as a result of the outbreak of the 2019 novel coronavirus, also known as COVID-19, and subsequent variants, and unless the articles of organization provide otherwise, the board of directors of a corporation defined in section 2 of chapter 180 of the General Laws may: (i) provide notice of a meeting of the board of directors: (A) only to those directors it is practicable to reach; and (B) in any practicable manner; (ii) cancel a meeting of the members, as defined in section 2 of said chapter 180, with notice of cancellation given in any practicable manner; (iii) allow a director or officer to continue to serve during the outbreak of COVID-19 and subsequent variants and until the director's or officer's successor is elected, appointed or designated; provided, however, that directors and officers whose term is extended pursuant to this section shall continue to serve until the director's or officer's successor takes office, despite the expiration of a director's or officer's term; (iv) allow a director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating are able to simultaneously communicate with each other during the meeting; (v) allow members at a meeting of the members to vote in person or by proxy; provided, however, that any member voting by proxy shall be considered present at the meeting for purposes of any quorum requirement; (vi) appoint successors to any of the officers, directors, employees or agents; (vii) relocate the principal office or designate alternative offices; and (viii) allow members to participate in any meeting of members by remote participation, even if not physically present at the meeting. Participation by remote communication at any meeting of the

members shall constitute presence at such meeting only if: (i) reasonable measures are implemented to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a member or proxyholder; (ii) reasonable measures are implemented to provide such members and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear to the proceedings of the meeting substantially concurrently with such proceedings, pose questions and make comments, regardless of whether the members can simultaneously communicate with each other during the meeting; and (iii) if any member or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

Directors who participate in a meeting of the board of directors pursuant to this section shall constitute a quorum. In a corporation with members, the corporation shall notify the members, as soon as reasonably practicable, of any action taken by the board of directors pursuant to this section.

SECTION 28. Notwithstanding any general or special law to the contrary, local election officials shall transmit absentee ballots to voters covered under the federal Uniformed and Overseas Citizens Absentee Voting Act, 52 U.S.C. section 20302 et seq., whose applications were received at least 45 days before the November 8, 2022 state election, not later than Saturday, September 24, 2022.

SECTION 29. Notwithstanding any general or special law to the contrary, the state secretary may add or change any dates relating to the nominations made at the September 6, 2022 state primary that the state secretary considers necessary for the orderly administration of the November 8, 2022 state election by providing notice of the change to the state parties and any affected person, by filing notice with the state secretary's rules and regulations division, by posting on the state secretary's website and by whatever other means the state secretary considers appropriate.

SECTION 30. Notwithstanding any general or special law to the contrary, the secretary of health and human services shall prepare and implement a detailed comprehensive COVID-19 vaccination equity plan, including interim goals, benchmarks and timelines, to significantly increase the proportion of adults and children who are fully vaccinated for COVID-19, including booster vaccinations, among communities in the commonwealth that have disproportionately low vaccination rates, which may include, but shall not be limited to, minority, immigrant and low-income communities. The goal of the plan shall be to eliminate disparities in the rates of vaccination within 120 days of the effective date of this section. The plan shall include: (i) mechanisms necessary to directly deliver medically and scientifically accurate, culturally competent and linguistically diverse information about the safety and efficacy of vaccination, including particularly the COVID-19 vaccine, and the pathways to receiving a COVID-19 vaccine; (ii) a complete list of existing or new community-based partnerships for implementation of the plan, including an explanation of the role of local public health departments or boards of health, community-rooted faith-based

organizations and locally-based health care providers in implementing the plan; and (iii) a budget for implementation with funding sources identified. The secretary shall provide the plan in writing to the house and senate committees on ways and means, the joint committee on COVID-19 and emergency preparedness and management and the joint committee on public health and make the plan publicly available on the website of the department of public health not later than 30 days after the effective date of this section. The secretary shall report progress towards achieving the equity plan goals by region, by municipality and statewide not less than every 60 days following the completion of the plan.

SECTION 31. Notwithstanding any general or special law to the contrary, the department of public health shall issue and post publicly on its website guidance on mask usage, including scientific information and data from scientific studies about the protection provided by different masks against COVID-19, and subsequent variants thereof, not later than 30 days after the effective date of this section. The department shall review and update this guidance as necessary not less than every 30 days thereafter for the duration of the public health emergency declared by the governor on May 28, 2021.

Any supports or resources procured or provided by the commonwealth for the purpose of protecting residents from COVID-19 shall, to the maximum extent practicable, be in alignment with the guidance issued under this section.

SECTION 32. Notwithstanding any general or special law to the contrary, the department of public health shall, within 30 days of the effective date of this act, issue and post publicly on its website

updated guidance related to testing, quarantining and isolation periods related to COVID-19 and subsequent variants thereof. The department shall review and update this guidance as necessary not less than every 30 days thereafter for the duration of the public health emergency declared by the governor on May 28, 2021. The department shall undertake efforts to assist compliance by residents with guidance issued under this section, including but not limited to, the bulk procurement and distribution of COVID-19 testing materials and kits.

SECTION 33. The special legislative commission established in section 106 of chapter 227 of the acts of 2020, as amended by section 93 of chapter 24 of the acts of 2021, is hereby revived and continued to March 1, 2022. The special legislative commission shall file its report pursuant to said section 106 of said chapter 227 with the clerks of the house of representatives and the senate, the house and senate committees on ways and means, the joint committee on education and the joint committee on economic development and emerging technologies not later than March 1, 2022.

SECTION 34. Not later than 10 days after the effective date of this act, the secretary of administration and finance shall direct the comptroller to transfer \$25,000,000 from the federal COVID-19 response fund established in section 2JJJJ of chapter 29 of the General Laws to the COVID-19 Massachusetts Emergency Paid Sick Leave Fund established in section 9 of chapter 16 of the acts of 2021 in response to the public health emergency caused by COVID-19, to the extent such funds are available for the uses allowed by said COVID-19 Massachusetts Emergency Paid Sick Leave Fund pursuant to relevant federal requirements; provided, however, that if the secretary of administration and finance certifies to the comptroller that

no such funds are available, the secretary shall direct the comptroller to transfer \$25,000,000 from the other funding sources, including the General Fund.

SECTION 35. The public information campaign required under item 1599-0768 of section 2A shall begin not more than 5 days after the effective date of this act.

SECTION 36. Section 3 shall take effect as of December 31, 2021.

SECTION 37. Section 12 shall take effect as of December 15, 2021; provided, however, that any affirmation, acknowledgement or other notarial act that occurred virtually on or after December 15, 2021 and until the effective date of this act shall be deemed valid if each requirement of chapter 71 of the acts of 2020 was satisfied at the time of the affirmation, acknowledgement or other notarial act.

SECTION 38. Section 13 shall take effect as of November 22, 2021 and shall apply to claims based on acts or omissions that occur or have occurred during the outbreak of COVID-19, and subsequent variants.

SECTION 39. If sections 15 and 26 are not in effect at least 15 days prior to the date of a scheduled representative town meeting to be held during the outbreak of COVID-19, and subsequent variants, the actions of a town moderator, select board and town meeting that are substantially consistent with the requirements hereof shall be ratified, validated and confirmed in all respects as if this act had been in place prior thereto.

SECTION 40. Sections 24 and 27 shall take effect as of December 15, 2021. Actions taken at meetings of shareholders and boards of directors on or after December 15, 2021 and until the effective date of this act shall be deemed valid; provided, that meetings of shareholders and boards of directors are consistent with sections 24 and 27.

SECTION 41. Sections 12, 15, 24, 25, 26 and 27 are hereby repealed.

SECTION 42. Section 13 is hereby repealed.

SECTION 43. Section 23 is hereby repealed.

SECTION 44. Section 41 shall take effect on July 15, 2022.

SECTION 45. Section 42 shall take effect on February 28, 2022.

SECTION 46. Section 43 shall take effect 90 days after the rescission of the public health emergency declared by the governor on May 28, 2021 or on August 1, 2022, whichever occurs first.

Approved, February 12, 2022.

Select Board
Gustave H. Murby, Chair
Osler L. Peterson, Clerk
Eileen M. Murphy, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

Joanne Bissetta
Director, Green Communities Division
Massachusetts Department of Energy Resources
100 Cambridge Street
9th Floor
Boston, MA 02114

Dear Ms. Bissetta,

This letter is written in support of Medfield's Application for Municipal Decarbonization Planning Assistance dated 3/13/2025.

As indicated in the application, the Town of Medfield has already met the following Climate Leader Community Requirements:

1. Be an existing Green Community in good standing
2. Have a local body (energy committee) advising the municipality on clean energy/climate initiatives
3. Commit to eliminate on-site fossil fuel use by 2050
4. Adopt a zero-emission vehicle first policy

As also required in the grant application documents, this will confirm that the Town of Medfield is committed to meeting the remaining Climate Leader Community requirements within one year of the technical assistance award:

5. Create a municipal decarbonization roadmap
6. Adopt the opt-in specialized building code

Note that the grant will allow us to move forward with #5 above (the decarbonization roadmap). We also expect to bring the opt-in specialized code to a vote at Town Meeting in May of 2026.

Thank you for your time. We hope that with this letter, our application is now complete.

Sincerely,

Gustave H. Murby
Select Board Chair



April 11, 2025

Select Board
459 Main Street
Medfield, MA 02052

Re: MEMO's 2025 Discover Medfield Day (45th Year) – Saturday, September 27th
Town Assistance / Land Use / Common Victualler's License / Street Banner

Dear Select Board Members:

The Medfield Employers and Merchants Organization, Inc. (MEMO) hereby requests the Town of Medfield's permission and assistance in holding MEMO's 45th Annual Discover Medfield Day on Saturday, September 27, 2025. MEMO's plans currently call for essentially the same format, locations, hours, and layout as in 2024, including a 10:00 am opening time and a 4:00 pm closing time.

MEMO hereby requests the Town's permission to use Town-owned land at Meetinghouse Pond area and portions of North and Frairy Streets and Upham Road, and for a small amount of assistance in undertaking the Discover Medfield Day events again this year. However, due to Montrose School planning to be in the midst of renovations to their grounds, their parking lot is not available to us for our Kids' Alley rides area. As such, MEMO is also requesting the use of the Janes Avenue and Town House parking lots for use of our Kids' Alley rides, and closing Janes Avenue for foot traffic and relocation of a few Exhibitor booths from Montrose parking lot. If your Board and the Town Departments under your jurisdiction are willing to approve MEMO's plans, please indicate your consent by signing below and returning one copy to me.

I'm also enclosing herewith an application for a blanket Common Victualler's License and ask that you act on that application as well. In the past your Board has graciously waived the application fee. However, if the fee is required, please let me know and I'll forward payment to you.

As a condition of your approval, MEMO agrees to provide the Town with a certificate of insurance for Discover Medfield Day.

Written permission is also being requested of private property owners Brook Run Development Corp. and the First Parish Meeting House, which are expected to give permission for the use of their downtown properties.

Request is also made to hang our banner announcing Discover Medfield Day across Main Street at Baxter Park from around August 17th through Discover Medfield Day.

Thank you for your courtesies and assistance.

Very truly yours,

Russ Hallisey

Russ Hallisey
MEMO's Discover Medfield Day 2025 Chair
tel: 508-733-9995

APPROVED AND ASSENTED TO BY THE TOWN OF MEDFIELD:

SELECT BOARD

By: _____ Eileen Murphy, Chair	_____ Date
_____ Gus Murby	_____ Date
_____ Osler L. Peterson	_____ Date



TOWN OF MEDFIELD

Office of SELECT BOARD

KRISTINE TRIERWEILER
Town Administrator

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

Date: April 11, 2025

I Russ Hallisey hereby apply to the Select Board for the following license:

COMMON VICTUALLER

Licensee's Social Security No. _____ or Federal I.D. No. 22-3132241

I certify under the penalties of perjury that I have filed all state and municipal tax returns and paid all state and municipal taxes required under law.

Russ Hallisey

Russ Hallisey, Treasurer - Signature of Individual (or Corporate Officer)

License to be made out in the name of Medfield Employers and Merchants Organization, Inc.

Address PO Box 6, Medfield, MA 02052

First application for this license? No Renewal license _____

Date license to be exercised Saturday, September 27, 2025 Fee: _____

Applicant's signature

Russ Hallisey

Residence 11 Ledge tree Road, Medfield, MA 02052

Please leave blank

License approved or disapproved _____

Date: _____ No. _____ Fee _____

Select Board



Dwight Derby House Proposal:

Assessment: Step 1 will be to remove damaged lower sash (4 minimum, though a few of the upper sash have some damage and may need to come out). Repair will be done offsite.

Repair: Sash will have to be completely disassembled, glazing removed, glass and points removed, so the frames can be taken apart. Damaged muntin bars and rails will have to be replaced. It might be possible to find old sash and salvage these pieces. The second option is to have a custom set of knives made to match the profile and mill the stock. Everything will be cut to size and re-fit, the sash re-assembled, then windows will need to be glazed, primed and painted. Due to the labor intensive nature of sash repair I generally charge \$1000 per, but due to the extensive nature of the damage, possible need to order knives and mill new stock, and potential repair on several of the upper sash I'm estimating this at \$5500.

If you have any questions you can reach me at lee_mccolgan@yahoo.com or at 781-424-6771 All the best,

Lee McColgan



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

April 7, 2025

Chief William Carrico
Town of Medfield
112 North St
Medfield, MA 02052

Dear Chief Carrico,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the Town of Medfield Fire Department \$9,495.00 of funding for the second round of the Firefighter Safety Equipment Grant Program in State Fiscal Year 2025.

With each new challenge, the fire service in Massachusetts demonstrates its ability to adapt, overcome, and continue providing the excellent level of services that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov for contract terms, conditions, and other award documents.
Sincerely,

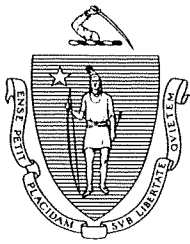
A handwritten signature in blue ink, reading "M. T. Healey".

GOVERNOR MAURA T. HEALEY

A handwritten signature in blue ink, reading "Kim Driscoll".

LT. GOVERNOR KIMBERLEY DRISCOLL

CC: Capt. William DeKing



MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

Telephone (978) 567~3100

www.mass.gov/dfs



JON M. DAVINE
STATE FIRE MARSHAL

April 7, 2025

Chief William Carrico
Town of Medfield
112 North St
Medfield, MA 02052

Dear Chief Carrico,

I am pleased to provide you with a Commonwealth of Massachusetts Standard Contract Form and Grant Agreement Scope of Work and Budget for your FY25 Round 2 Firefighter Safety Equipment Grant award. Please print and mail copies of these documents with original signatures to Tim Moore at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms. As a reminder, equipment orders may not be placed until this contract has been fully executed by DFS and your department. DFS will provide you with a copy of the fully executed contract and provide specific direction to proceed when your contract has been executed.

The funds for this program will be disbursed on a reimbursement basis in accordance with the terms of the grant Notice of Funding Opportunity. Once you have received your equipment and paid the vendor(s), reimbursement requests may be submitted to DFS by submitting the following documents to OPS.DFS-TM-Grants@mass.gov:

- Completed Final Report Template.
- Copy of invoice(s) with detailed description of all eligible costs.
- Proof of payment to the vendor(s) (cancelled check copy or other official financial system record).

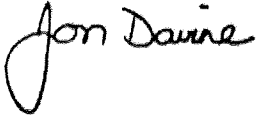
If your award amount is less than your application amount, you will note that all of the items that you applied for are listed in the table of equipment that is allowable through this program on the second page of your Grant Agreement Scope of Work and Budget document. You may use your discretion to adjust the originally proposed quantities of each item on that list however you deem necessary to obtain the best value for your department within the awarded budget.

If you have any questions during the grant performance period, please contact Tim Moore at 978-567-3721 or OPS.DFS-TM-Grants@mass.gov.

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

This program is an excellent opportunity to improve the health and safety of firefighters across the Commonwealth, and I am grateful that we are able to provide this vital equipment to your department this year.

Sincerely,

A handwritten signature in black ink that reads "Jon Davine". The signature is written in a cursive style with a large, looped initial "J".

Jon M. Davine
State Fire Marshal

CC: Capt. William DeKing

Grant Award:

Department	Description of allowable Equipment
Town of Medfield	Boots (Structural) Helmet (Structural)
Total Award	\$9,495.00

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract **will not** be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2025. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program.

Reimbursement requests must be submitted no later than July 25, 2025. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2025.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the terms of the Round 2 FY25 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a “material” change in the contract. “Material” changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to “... maintain records, books, files and other data as

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name Town of Medfield		d/b/a	Department Department of Fire Services		MMARS Code DFS
Legal Address As entered on Form W-9 or Form W-4 459 Main St, Medfield, MA 02052			Contract Manager Name David Clemons		Business Mailing Address P.O. Box 1025, Stow, MA 01775
Contract Manager Name Chief William Carrico			Billing Address If Different N/A		
Phone 508-359-2323	Email Wcarrico@Medfield.net	Fax 508-359-2212	Phone 978-567-3179	Email David.Clemons@mass.gov	Fax 978-567-3121
Vendor Code VC6000191876			MMARS Doc ID(s) CT-DFS-1000-2025FFEGRANTROUND200		
Vendor Code Address ID AD001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-112910		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) <input type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="radio"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "No Change" Amendment Type (Check one option only. Attach details of amendment changes.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
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 . <input type="radio"/> 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.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$9,495.00					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy . Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
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. FY25 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' Round 2 FY25 Firefighter Safety Equipment Grant, in accordance with the Round 2 FY25 Firefighter Safety Equipment Grant Program Notice of Funding Opportunity, the contractor's FY25 Round 2 Grant Application, and the attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? <input type="radio"/> YES If YES, the Contractor's annual SDP commitment for this Contract is <input checked="" type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption: Non-construction grants to public entities					
ANTICIPATED START DATE (complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 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. <input type="radio"/> 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.					
CONTRACT END DATE					
Contract performance shall terminate as of June 30, 2025, 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.					
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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature	Date		Signature	Date	
Print Name Kristine Trierweiler	Print Title Town Administrator		Print Name Jon Davine	Print Title State Fire Marshal	



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

April 8, 2025

Chief William Carrico
Town of Medfield
112 North St
Medfield, MA 02052

Dear Chief Carrico:

Congratulations! We are pleased to inform you that the Town of Medfield has been awarded \$4,700.00 for the Student Awareness of Fire Education (SAFE) program and \$2,200.00 for the Senior SAFE program in FY25.

The SAFE Program has provided immeasurable benefits to the Commonwealth since its inception, and we are so proud to be continuing that tradition again this year. Please know how thankful we are for your ongoing dedication to educating and protecting our most vulnerable populations.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Sheryl Hedlund at the Department of Fire Services at 978-567-3381 with any questions you have about this award.

Sincerely,

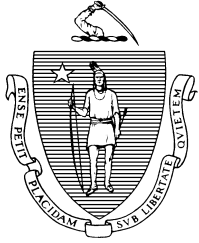
Handwritten signature of Maura T. Healey in blue ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in blue ink.

LT. GOVERNOR KIMBERLEY DRISCOLL

CC: Captain William DeKing
Firefighter Robert Bruno



MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

Telephone (978) 567~3100

www.mass.gov/dfs



JON M. DAVINE
STATE FIRE MARSHAL

April 8, 2025

Chief William Carrico
Town of Medfield
112 North St
Medfield, MA 02052

Dear Chief Carrico:

I am pleased to inform you that the Town of Medfield has been awarded \$4,700.00 for the Student Awareness of Fire Education (SAFE) program and \$2,200.00 for the Senior SAFE program in FY25.

Attached to this letter is a Commonwealth of Massachusetts Standard Contract Form and Grant Agreement Scope of Work for your award. Please print and mail copies of these documents with original, wet ink signatures to Sheryl Hedlund at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms.

Please be aware that no purchases or activities funded by this grant award can begin until this contract has been fully executed by DFS and your department, and funds will not be disbursed until this contract has been fully executed. DFS will provide you with a copy of the fully executed contract and provide specific directions to proceed when your contract has been executed.

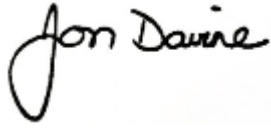
As a reminder, the eligible costs for the FY25 SAFE and Senior SAFE programs are listed on page 6 of the Notice of Funding Opportunity that you responded to when applying to this program. Only costs and activities that are listed on this page and included in your application can be supported with SAFE and Senior SAFE funding.

If you have any questions about the requirements described above, please contact Sheryl Hedlund at 978-567-3381 or SAFE.FireSafetyDivision@mass.gov.

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

As always, I thank you for your dedication to educating our most vulnerable citizens on the risks of fire and other life safety hazards. Your tireless efforts will without a doubt continue to save lives, and I look forward to hearing of the success stories that result from this year's funding.

Sincerely,

A handwritten signature in black ink that reads "Jon Davine". The signature is written in a cursive style with a large, looped initial "J".

Jon M. Davine
State Fire Marshal

CC: Captain William DeKing
Firefighter Robert Bruno

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name Town of Medfield		d/b/a	Department Department of Fire Services		MMARS Code DFS
Legal Address As entered on Form W-9 or Form W-4 459 Main St, Medfield, MA 02052			Contract Manager Name David Clemons		Business Mailing Address P.O. Box 1025, Stow, MA 01775
Contract Manager Name Chief William Carrico			Billing Address If Different N/A		
Phone 508-359-2323	Email wcarrico@medfield.net	Fax 508-359-2212	Phone 978-567-3179	Email David.Clemons@mass.gov	Fax 978-567-3121
Vendor Code VC6000191876			MMARS Doc ID(s) CT-DFS-1000-2025SAFEGRANT0000000		
Vendor Code Address ID AD001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number FY25 SAFE and Senior SAFE Grant Program		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) <input type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="radio"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment		
			Amendment Amount Or Enter "No Change"		
			Amendment Type (Check one option only. Attach details of amendment changes.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
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 . <input type="radio"/> 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.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$6,900.00					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy . Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> Only initial payment					
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. This contract is for funds from the FY25 SAFE and Senior SAFE Grant program administered by the Department of Fire Services in accordance with the FY25 grant application, the attached Contract Addendum, and the attached FY25 SAFE and Senior SAFE Grant Report Template. Award amounts are as follows: SAFE Grant - \$4,700.00 Senior SAFE Grant - \$2,200.00.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES If YES, the Contractor's annual SDP commitment for this Contract is <input type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption: Non-construction grants to public entities					
ANTICIPATED START DATE (complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 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. <input type="radio"/> 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.					
CONTRACT END DATE					
Contract performance shall terminate as of December 31, 2025, 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.					
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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH		
Signature and date must be captured at time of signature.			Signature and date must be captured at time of signature.		
Signature		Date	Signature		Date
Print Name Kristine Trierweiler		Print Title Town Administrator	Print Name Jon Davine		Print Title State Fire Marshal

**Department of Fire Services
Contract Addendum for
Discretionary Grant Agreement**

**FY25 SAFE and/or Senior SAFE Grant
Scope of Work and Budget**

Authorization: The Department of Fire Service (DFS) is authorized to administer discretionary FY25 Student Awareness of Fire Education (SAFE) and Senior SAFE grant funds in accordance with 815 CMR 2.00, Chapter 140 of the Acts of 2024, the so-called General Appropriations Act, line item 8324-0000, and Massachusetts General Law Chapter 64C, Section 2C, as applicable to the Senior SAFE program.

Introduction: This entire agreement (the “Grant Agreement”) between the parties consists of the following documents in the following order of precedence: (1) the Commonwealth’s Standard Terms and Conditions; (2) the Commonwealth’s Standard Contract Form; (3) the FY25 SAFE and Senior SAFE Grant Notice of Funding Opportunity and Application BD-25-1021-DFS-DFS01-110184; (4) this Addendum; and (5) the Grant Recipient’s (the “Grantee”) application for SAFE and/or Senior SAFE funding. The Grantee agrees to comply with this Grant Agreement and all applicable laws, regulations, contractual requirements and policies as a condition of receiving a DFS grant.

Grant Project Description: The purpose of this grant is to deliver fire and life safety education to school-age students from Pre-K to 12th grade and/or fall and fire prevention education to senior citizens 65 and older to reduce the number of preventable injuries and fatalities in these vulnerable populations.

Grant Manager: The DFS and the Grantee will each assign a grant manager with respect to this Grant Agreement. It is anticipated that the grant manager listed in the Grantee’s application will not change during the term of this Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other.

The DFS grant manager is responsible for coordinating day-to-day operations of the grant and grant supported activities. The DFS grant manager will monitor the grant and grant-supported activities to assure compliance with grant requirements, work closely with the Grantee to ensure successful completion of the grant performance goals, provide technical assistance upon request, and review and approve required reporting documentation.

The Grantee’s grant manager will serve as the interface between the DFS and all Grantee personnel participating in this program. The Grantee’s grant manager will oversee the projects and activities that must be executed to meet the grant funding goals, will monitor the grant to assure the objectives are being met, funds are utilized efficiently and communicate necessary adjustments to the DFS grant manager if challenges arise, will facilitate regular communication with the DFS grant manager, including status reports/updates, participation in site visits, and review of performance against the Grant Agreement, and will provide accurate and timely reporting to the DFS grant manager.

Payment Terms: All payments under this agreement shall be made in accordance with the Commonwealth’s bill paying policy. The Grantee shall receive a lump sum payment upon

proper execution of the entire Grant Agreement by both the Grantee and DFS. Said lump sum payment shall be equal to the value of their total grant award. Grant funds shall only be spent on costs listed in the “Budget Worksheet” section of the Grantee’s FY25 SAFE & Senior SAFE Grant Application and shown on the list of allowable program expenses found in Section VI (page 6) of the FY25 Student Awareness of Fire Education & Senior SAFE Grant Program Notice of Funding Opportunity, which is incorporated into this section by reference. Funds for SAFE and Senior SAFE cannot be mixed or interchanged.

Grantee acknowledges and agrees that funds may not be used for salaried employees, to purchase gift cards, to cover registration fees for the MA Fire & Life Safety Education Conference, or to fund other item limitations listed in Section VII (page 7) of the FY25 Student Awareness of Fire Education & Senior SAFE grant Program Notice of Funding Opportunity.

The funds may not be used to serve as a match for a federal grant without prior written authorization from the Department of Fire Services’ Chief Financial Officer.

All applicable local and state procurement requirements must be adhered to in the use of these grant funds. The Grantee shall implement effective internal and accounting controls to ensure a system for safeguarding all grant funds, property and assets for the life of the grant and ensure that funds are used solely for authorized grant purposes. DFS has the right to recoup overpayments made for grant performance and the Grantee shall reimburse DFS at the end of the grant, as directed in the Grant Agreement, for all unexpended grant funds or overpayments. The Grantee shall properly account for all income earned as a result of the grant funding, which shall be returned to DFS, used to offset grant approved costs, or used towards the cost of additional grant performance consistent with the grant purposes.

Period of Performance: The Grant Agreement begins on the date that both the Standard Contract Form and this Contract Addendum have been executed by both the Department of Fire Services and the Grantee. The Grantee may not incur any expenses until these documents have been fully executed by both the Grantee and the Department of Fire Services. The period of performance for this grant will end on December 31, 2025.

All expenses must be incurred during the period of performance. Expenses involving supplies or equipment are considered incurred on the date that the Grantee accepts delivery of the supply or equipment, while personnel expenses are considered to be incurred on the date that the activity occurs. Expenses incurred outside of the period of performance **will not** be considered valid program expenses.

Reporting Requirements and Return of Unspent Funds: The Grantee shall submit a year-end-report using the *FY25 SAFE and Senior SAFE Grant Report Template* (attached) no later than January 31, 2026.

All funds that are not used for allowable expenses within the grant performance period must be returned to DFS. After receiving the Grantee’s report, the DFS Grant Manager will provide the Grantee with an amount due to DFS and detailed payment instructions if all funding has not been expended in accordance with grant terms and conditions. Such funds shall be returned to DFS within 30 calendar days of notification that they are due.

Failure to submit a year-end report will result in a demand for all awarded funds to be returned to DFS. Failure to submit a year-end report or return unspent funds will result in the recipient being considered ineligible for future SAFE or Senior SAFE grant awards.

Grant Monitoring: The DFS may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice, when practicable, will be given prior to a site visit. In accordance with 815 CMR 2.00, the Grantee shall maintain records, books, files, reports, and other data in such detail as shall properly substantiate claims for payment for a minimum retention period of seven years beginning on the first day after the final payment under the grant. Any and all records pertaining to this grant are subject to inspection or audit by DFS at any time. DFS reserves the right to request, and the Grantee expressly agrees to provide, any additional records or documentation DFS deems necessary, at any time and any reason, to verify that grant funds are being expended in a manner consistent with the stated purpose of the grant. Findings of non-compliance with any portion of this Agreement may result in a demand for funds to be returned to DFS

Changes in Scope of Work or Budget: The Grant Agreement performance goals and budget are fixed, and any change would be a “material” change in the contract. “Material” changes to the Grant Agreement performance goals (adding, deleting, or altering items) or budget lines (deletions, additions, or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be made retroactively and must be made prior to the grant end date.

Opportunity to Consult with Counsel: Grantee acknowledges that it has had the opportunity to consult with counsel of its choosing in the review of this Grant Agreement, that it is encouraged by the DFS to do so, and that the Grantee is fully aware of the contents of this Grant Agreement and its legal effect.

Representations: The individuals signing this Agreement attest that they are competent and authorized to enter into this Agreement on behalf of their respective agencies.

Approved and accepted by:

Approved and accepted by:

Town of Medfield

Department of Fire Services

Kristine Trierweiler, Town
Administrator

Jon Davine, State Fire Marshal

Print Name and Title

Print Name and Title

Date

Date



Remit to:
PO Box 55008
Boston, MA 02205-5008

T 800.426.4262
T 207.774.2112
F 207.774.6635

INVOICE

TD BANK

Electronic Transfer:

⑆ 211274450 ⑆ 2427662596 ⑆

Mr. Robert Quinn
Facilities Director
Medfield, MA, Town of
Medfield Professional Building
55 North Meadows Road (Rte.27)
Medfield, MA 02052

April 9, 2025

Project No: 0235770.00

Invoice No: 247588

Project 0235770.00 MEDFIELD MA PARKS BUILDING STRUCTURAL RVW

Work Performance Breakdown:

- Conducted a visual site inspection, documented observations, and met with town staff.
- Evaluation & Conditions Assessment, including existing steel lintels' condition, assessment of the extent of corrosion, roof covering system, and impact of masonry walls
- Prepared and completed Technical Memorandum
- Provided a summary of recommendations for rehabilitation focusing on immediate safety needs and long-term durability improvements, as well as preventative maintenance recommendations for longevity of repairs

Professional Services for the period ending April 4, 2025

Phase 001 STRUCTURAL REVIEW

Fee Total 9,700.00

Percent Complete 100.00 Total Earned 9,700.00

Previous Fee Billing 0.00

Current Fee Billing 9,700.00

Fee Total 9,700.00

Total this Phase \$9,700.00

Total this Invoice \$9,700.00

	Current Fee	Previous Fee	Total
Project Summary	9,700.00	0.00	9,700.00

Approved by:

Scott Salvucci, PE
Senior Client Manager
Woodard & Curran



April 1, 2025

Maria De La Fuente
Director of Land Use
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: 40B Technical Assistance—Winder Estates at 86 Plain Street, Medfield

Dear Ms. De La Fuente:

I have enclosed the town's award letter and a copy of the agreement between MHP and the 40B consultant for the project referenced above.

Also enclosed is the award supplement. Please have it signed and then email a copy to me and keep a second copy for your records.

Contact me at any time with questions or concerns at emcgurren@mhp.net or 857-317-8517.

Sincerely,

Emma McGurren
Emma McGurren (Apr 1, 2025 11:53 EDT)

Emma McGurren
Program Coordinator
Community Assistance



April 1, 2025

Eileen Murphy
Chair, Select Board
Town of Medfield
459 Main Street
Medfield, MA 02052

John J. McNicholas
Chair, Zoning Board of Appeals
Town of Medfield
459 Main Street
Medfield, MA 02052

PROJECT NAME: Winder Estates at 86 Plain Street, Medfield

Dear Ms. Murphy and Mr. McNicholas,

I am pleased to inform you that the Massachusetts Housing Partnership ("MHP") has approved the application of the Town of Medfield for up to **\$10,000** under the 40B Technical Assistance Grant program. This award is provided to the Zoning Boards of Appeal and will be used to pay for the consulting services of **Paul Haverty of Blatman, Bobrowski, Haverty & Silverstein, LLC** to assist with the review of **Winder Estates**.

MHP's 40B Technical Assistance Grant program supports Zoning Boards of Appeal in reviewing applications for Chapter 40B Comprehensive Permits. Technical assistance is provided by qualified third-party professionals who are pre-approved by MHP. Consultants are hired to advise the ZBA and review technical reports submitted as part of a comprehensive permit application. The Ch. 40B technical assistance award is available for **12 months** from the date of this letter. Repayment of these funds is not expected.

MHP will contract with the Program Consultant who will render services directly to the Town and shall be required to submit invoices to MHP, with a copy to the Town. MHP will make payment directly to the Program Consultant upon confirmation by the Town that the services were rendered and were deemed satisfactory.

As part of 40B Technical Assistance Grant program, an MHP evaluation form will be mailed to the municipality at the time the ZBA issues a decision for the project. It is the municipality's responsibility to notify MHP in a timely manner of the issuance of the decision.

MHP is pleased to offer support to this proposal. **Please indicate your acceptance of this technical assistance by signing the attached copy of the supplement and return one to Emma McGurren by email at emcgurren@mhp.net.**

Sincerely,

Christine Madore
Director of Community Assistance

CC: Maria De La Fuente, Director of Land Use



ATTACHMENT A:
PROJECT NAME:

Award Letter Supplement
Winder Estates at 86 Plain Street, Medfield

MHP provides the following supplement to Zoning Boards of Appeal for use of the 40B Technical Assistance funds. If you should have questions please don't hesitate to contact MHP staff about your award, disbursement procedures or your consultant's technical assistance scope.

Use of Technical Assistance (TA) Funds

TA funds are to be used only for the engagement of an MHP 40B consultant to assist the ZBA in responding to the proposed project. MHP's technical assistance funds may not be used for services that are typically the financial responsibility of the developer, such as Peer Review of engineering, traffic, architecture and other technical issues. Legal costs for municipal counsel and mediation are not within the scope of our services.

Scope of Services for MHP 40B Consultants

Ideally consultants are engaged early enough in the review process to provide a training and education session to ZBA members, city boards and other interested citizens about the Ch. 40B process and proposal review.

Responding to the Developer's Proposal

Consultant services may include, but are not limited to the following:

- 1) Educating the Town boards about the comprehensive permit process as needed;
- 2) In conjunction with the Town, reviewing the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise
- 3) Assisting the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies;
- 4) Facilitating productive discussion between the Town and the developer about the proposed development. Assisting the Town with negotiations as appropriate;
- 5) Advising Zoning Board of Appeals as needed.

Municipality's Responsibilities

Responsibilities of the municipality include:

- 1) Keeping MHP informed of any unusual delays in the decision schedule.
- 2) Notifying MHP, in a timely manner, of final decisions and/or permit issuance.

Billing Procedure

MHP prepares the contract for 40B technical assistance. Consultants bill MHP directly.

AGREED AND ACCEPTED BY:

By: _____
Eileen Murphy, Chair of Select Board

By: 
John J. McNicholas, Chair of ZBA

Date: _____
Hereunto duly authorized

Date: _____
Hereunto duly authorized

Contract ID: VR_00176
Consultant/Contractor: Blatman, Bobrowski, Haverty, & Silverstein, LLC
Contact Name: Paul Haverty
Contact Email: paul@bbhslaw.net
Project: 86 Plain Street_Medfield
Project ID: 40BF-0067
Amount: not to exceed \$10,000.00
Completion Date: 03/24/2026
Account: 81010_40BF-0067_500_R220
PO No.: PO-00785
Included in Annual Budget

CONTRACT FOR SERVICES

This Contract for Services (“Contract”) is made as of this 24th day of March, 2025 by and between the Massachusetts Housing Partnership Fund Board, a body politic and corporate having its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (“MHP”), and Blatman, Bobrowski, Haverty, & Silverstein, LLC, a limited liability company with a principal place of business at 9 Damonmill Square, Suite 4A4, Concord, Massachusetts 01742 (“Contractor”).

1. **Services.** Contractor agrees to provide timely the services described in Schedule A to this Contract (the “Services”). Contractor warrants that the Services will be consistent with generally accepted business practices in Contractor’s area of expertise. Contractor agrees that the Services will be completed on or before March 24, 2026 unless otherwise agreed in writing by MHP.
2. **Compensation and Payment Terms.** In full consideration for Contractor providing the Services, MHP agrees to pay the compensation described in Schedule B to this Contract (the “Compensation”) subject to the payment terms set forth in such Schedule B.
3. **Termination.** Either party may terminate this Contract with or without cause upon seven (7) days prior written notice to the other party. In the event of an unforeseen public emergency mandating immediate action, MHP may terminate this Contract immediately upon written notification to Contractor. Upon termination of this Contract, Contractor will promptly (a) submit to MHP a final invoice for work performed up to the effective date of termination (or the date of default if MHP terminates the Contract for default), (b) turn over to MHP all Confidential Information, including, without limitation, drawings, notes, memoranda, specifications, devices and documents, (c) deliver to MHP any work product described in Section 7.
4. **Independent Contractor; Contractor and Its Personnel Not MHP Employees.** Contractor and its employees, subcontractors and agents, if any (collectively, “personnel”) are independent contractors and not employees of MHP. Nothing in this Contract shall be interpreted as creating or establishing the relationship of employer and employee between MHP and Contractor or its personnel. Contractor shall enter into written agreements with its personnel who performs any Services and shall bear sole responsibility for compensation and benefits to any personnel, including, if applicable, state and federal tax withholding, social security, unemployment, health or disability insurance, retirement benefits or other benefits to which such personnel may be entitled.
5. **Conflict of Interest Law.** If Contractor is a special state employee as defined in Massachusetts General Laws, Chapter 268A, MHP shall require, as a condition to payment hereunder, Contractor’s submission of a current Certificate of Completion of the on-line training course offered by the State Ethics Commission.
6. **Confidential Information.** Contractor will not disclose any “Confidential Information” as defined below without the express written consent of MHP, and will take all reasonable steps to prevent the disclosure of Confidential Information by any personnel. Contractor shall comply with M.G.L. c. 66A (fair information practices) if Contractor has access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, and shall comply in all respects with the Contractor Certification attached hereto and made a part hereof (the “Contractor Certification”). As used herein, Confidential Information shall mean information that (i) is disclosed to Contractor and is designated in a writing or other tangible form as confidential or proprietary (or, if disclosure is made orally, is described as confidential by the person disclosing the information or is of a nature that Contractor knew or reasonably should have

known would be regarded as confidential); (ii) is not generally known in the relevant industry; or (iii) is information deemed confidential as described below. The following shall be deemed conclusively to be Confidential Information, whether in electronic, hard copy, or other format: (i) any and all documents, spreadsheets, data, financial statements, or other information containing the identity of and/or pertaining to past, present and prospective MHP borrowers, clients, customers or business partners ("MHP Parties"), any and all financial information pertaining to MHP Parties; (ii) any data, information, documents, flow charts, logic diagrams, relating to Confidential Information; and (iii) any accounting, financial or statistical data or information, sales and marketing information, development plans, business plans, strategies, forecasts, client lists or data or the like, not generally known to the public; and (iv) any documents created by Contractor containing, summarizing or referring to the foregoing. Except as otherwise permitted by this Contract, Contractor shall not copy, duplicate, compile, record, or otherwise reproduce any Confidential Information, nor shall Contractor disclose any Confidential Information to any third party without MHP's prior written consent, provided, however, that Contractor may disclose Confidential Information to any personnel who have a need to know the information in question in connection with performance of the Services so long as such personnel have been instructed that such Confidential Information is subject to the obligation of confidence set forth herein. Contractor will maintain all Confidential Information under secure conditions, using reasonable security measures, and shall promptly report to MHP any attempt by any person of which Contractor has knowledge to use, disclose or copy Confidential Information without MHP's express authorization. Any tangible embodiments of Confidential Information that may be generated, either pursuant to or in violation of this Contract, will, in accordance with Section 6 below, be deemed to be the sole property of MHP and fully subject to the obligations of confidence set forth herein. If Contractor is ordered by a court, administrative agency, or other governmental body to disclose Confidential Information, or if it is served with or becomes aware of a motion or similar request that such an order be issued, then Contractor will not be liable for such disclosure if Contractor complies with the following: (i) if an already-issued order calls for immediate disclosure, then Contractor shall request a stay of such order to permit MHP to respond as set forth in clause (iii) below, (ii) Contractor immediately notifies MHP of the motion or order by the most expeditious possible means; and (iii) Contractor joins or agrees to (and in any case shall not oppose) a motion or similar request by MHP for an order protecting the confidentiality of the Confidential Information, including joining or agreeing to (and in any case not opposing) a motion for leave to intervene by MHP.

7. **Ownership of Work Product.** All Contractor's interim and final work product, including, without limitation, all reports or other documents prepared pursuant to this Contract, shall be forward upon completion to MHP and all become the exclusive property of MHP. MHP may duplicate, reproduce, publish, and distribute materials prepared pursuant to this Contract without providing additional compensation to Contractor.

8. **Assignment.** This Contract may not be assigned by Contractor, and the Services may not be subcontracted or delegated in whole or in part by Contractor, without the prior written consent of MHP.

9. **State Contract Certifications.** Contractor certifies, acknowledges and agrees that it shall observe and at all times be in compliance with the Contractor Certification, and that Contractor's representation and covenant concerning observance and compliance with the Contractor Certification shall be confirmed without any further action by the Contractor upon execution of any future contract for goods or services between Contractor and MHP.

10. **Indemnification.** Contractor will indemnify and hold harmless MHP, its officers, and employees, against any and all claims, liabilities, losses, damages, costs and expenses that MHP sustains or incurs arising out of Contractor's or its personnel's failure to comply with this Contract or performance of the Services.

11. **Miscellaneous.** This Contract contains the entire agreement of the parties and may not be modified except by a writing signed by the parties. If any portion of this Contract is found to be unenforceable, the remaining portions will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Contract. Any notice required or permitted under this Contract will be deemed to have been given if in writing and (a) if delivered by hand, when delivered, (b) if sent by certified mail, three (3) business days after such mailing, postage prepaid, or (c) if sent by overnight courier, one (1) business day after delivery to the courier, in each case, to the party at the address set forth above. This Contract is governed by the laws of the Commonwealth of Massachusetts.

Signatures on next page

IN WITNESS WHEREOF, the parties have entered into this Contract under seal as of the date set forth above.

**MASSACHUSETTS HOUSING
PARTNERSHIP FUND BOARD**

**BLATMAN, BOBROWSKI,
HAVERTY & SILVERSTEIN, LLC**

By: _____
Christine Madore
Director of Community Assistance

By: _____
Paul Haverty
Partner

Approved as to form: _____
Legal Counsel Date

Approved as to funds: _____
Finance Approval Date

Contractor's Tel. No. _____

Contractor is a minority business enterprise/sole proprietor ____

Contractor is a women's business enterprise/sole proprietor ____

Contractor is a MA Supplier Diversity Office (SDO) certified minority business enterprise__

Contractor is a MA Supplier Diversity Office (SDO) certified women's business enterprise ____

CONTRACTOR CERTIFICATION

In connection with the engagement of Blatman, Bobrowski, Haverty, & Silverstein, LLC, a limited liability company ("Contractor"), by the Massachusetts Housing Partnership Fund Board (collectively with its successors and assigns, "MHP") with regard to 40BF-0067_86 Plain Street_Medfield, Contractor hereby certifies to MHP, under the pains and penalties of perjury, as follows:

The Contractor is qualified to perform the engagement and possesses, or shall obtain, all requisite licenses and permits to complete performance under the engagement; the Contractor is in compliance with all federal and state tax laws, including M.G.L. c. 62C, §49A; pursuant to M.G.L. c. 151A, §19A and M.G.L. 152, the Contractor will comply with all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies; if consistent with accepted business practice in the area of the Contractor's expertise, the Contractor will carry professional and personal liability insurance sufficient to cover its performance under this engagement; the Contractor will comply with all relevant prevailing wage rate and employment laws; the Contractor is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00, and the Contractor is either a "qualified employer" (the Contractor has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or an "exempt employer"; pursuant to M.G.L. c. 156B, §109 (business corporations), c. 180, §26A (non-profit corporations), and c. 12, §8F (public charities), if applicable, the Contractor has filed all required certificates and reports with the Secretary of State and the Attorney General's Office; the Contractor is not currently debarred or suspended by the federal government or the Commonwealth of Massachusetts under any law or regulation, including Executive Order 147, M.G.L. c. 29, §29F and M.G.L. c. 152, §25C; the Contractor will comply with Executive Orders 130 (anti-boycott covenant) and 346 (privatization and hiring state employees), M.G.L. c. 268A (Conflict of Interest Law), and M.G.L. c. 7, §22C (companies with offices in Northern Ireland). Pursuant to Executive Order 481, the Contractor shall not knowingly use undocumented workers in connection with the performance of this engagement; Contractor shall verify the immigration status of all workers assigned to such engagement without engaging in unlawful discrimination and the Contractor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of the engagement may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

For all contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor: (a) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information, and (b) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>; under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under the engagement, for all state agencies in the Executive Department of the Commonwealth, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

- (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies;
- (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>; under Policies and Standards.

- (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;
- (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;
- (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;
- (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of the engagement, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, §3B for violations under M.G.L. c. 66A.

BLATMAN, BOBROWSKI, HAVERTY & SILVERSTEIN, LLC

By: _____

Name: Paul Haverty

Its: Partner

Date: _____

This certification may be signed and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Schedule A
Services

Contractor agrees to provide and oversee the following services:

1. Educate the Town of Medfield ("Town") boards about the comprehensive permit process as needed.
2. In conjunction with the Town, review the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise.
3. Assist the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies.
4. Facilitate productive discussion between the Town and the developer about the proposed development. Assist the Town with negotiations as appropriate.
5. Advise Zoning Board of Appeals as needed, with specific attention to site plan review, design, traffic, and public safety concerns.

Schedule B **Compensation**

Billing Rate and Maximum Billable Amount: Contractor shall bill MHP for Services up to a maximum of \$10,000.00 (the "Maximum Billable Amount") inclusive of out-of-pocket expenses (which shall be billed to MHP at cost to Contractor without any upcharge). Contractor shall not bill in excess of the Maximum Billable Amount without MHP's prior written consent. Notwithstanding any other provision hereof, travel time of Contractors providing services under M.G.L. Chapter 40B shall be billed at 50% of the hourly rate set forth above.

Estimated Hours: Contractor will bill only for actual hours expended on the Services. If Contractor determines that the actual number of hours necessary to complete the Services is substantially in excess of Contractor's estimate, Contractor shall notify MHP, and the parties shall cooperate to determine whether Contractor should perform the Services without increasing the Maximum Billable Amount, or whether to increase the Maximum Billable Amount, adjust the hourly billing rates, scale down the Services, or some combination of the foregoing.

Invoices; Use of BILL.COM: Contractor shall submit invoices monthly in arrears for the preceding month, with the last invoice submitted no more than thirty (30) days after the first to occur of completion of the Services or termination of the Contract. Invoices shall be payable within thirty (30) days of receipt. Contractor shall submit all invoices by email to mhp_payables@bill.com. To ensure prompt payment, such invoices must include the Project ID and PO numbers set forth in the box on the upper righthand corner of page 1 of this Contract. Invoicing may also be done through MHP's automated billing service, BILL.COM. Enrollment in BILL.COM is at <https://app-signup.us.bill.com/onboarding/signup>. Questions regarding invoicing and BILL.COM shall be directed to mhpfinance@mhp.net.

MIIA HEALTH BENEFITS TRUST
Medfield
Renewal Proposal
07/01/2025 - 06/30/2026

MONTHLY CONTRIBUTION RATES				
PRODUCTS		Current	Renewal	
Unified Plan Name for FY2026	COVERAGE	RATES	RATES	CHANGE
Blue Care Elect \$500 Deductible with HCCS	Individual	\$ 953.01	\$ 1,114.26	16.92%
	Family	\$ 2,480.07	\$ 2,899.70	
Access Blue NE Saver \$2,000 Deductible	Individual	\$ 838.89	\$ 980.83	16.92%
	Family	\$ 2,182.26	\$ 2,551.50	
Network Blue NE \$500 Deductible with HCCS	Individual	\$ 943.34	\$ 1,102.95	16.92%
	Family	\$ 2,454.00	\$ 2,869.22	
Network Blue Select \$500 Deductible new	Individual		\$ 959.57	
	Family		\$ 2,496.22	
Network Blue Select Saver \$2,000 Deductible new	Individual		\$ 853.32	
	Family		\$ 2,219.81	
Dental Blue Freedom	Individual	\$ 39.45	\$ 39.45	0.00%
	Family	\$ 100.60	\$ 100.60	
Dental Blue Value	Individual	\$ 28.62	\$ 28.62	0.00%
	Family	\$ 70.86	\$ 70.86	

Renewal rates are based on final plan design and enrollment.

Senior plans will renew on January 1, 2026.

Please provide a copy of the in-force PEC or IAC agreement, if applicable.

Signed commitment is due on or before April 1, 2025.

Deductible funding on Medical plans limited to 50% of the deductible

Signature for Acceptance of Rates	Title	Date
Print Name		



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **26th of March** in the year **Two Thousand and Twenty Five** between **A.T.E. Painting LLC** with a usual place of business at **300 Andover Street, Ste 257 Peabody, MA 01960**, hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Town of Medfield's scope of work document dated 2/10/2025 inclusive of addendum 1 (Attachment A) and Contractors proposal submitted 3/6/2025 (Attachment B) as to scope and pricing only. 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 Work

The scope of work includes supplying all labor, materials and equipment to make repairs to siding and trim and paint the entire exterior of the Medfield Council on Aging Facility. Work is to be performed in accordance with the Town of Medfield's scope of work document inclusive of addendum 1. Note that ALTERNATE #1 to prepare and paint the exterior fencing on site has been accepted and included in the contract total.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$19,850.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before May 30th, 2025.**

- A. Definition of Term: The Term "Substantial Completion" shall mean the date certified by the Owner when services are sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
 - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
 - (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in

its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.

- D. **Notices, Compliance With Laws:**

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

- E. **Project Superintendent:** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- H. **Protection of the Work and Owner's Property:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or

injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. **Warranties:** The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. **Wage Rates**

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. **Payment for Work**

The Town shall pay the Contractor in the amount of **\$19,850.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of

the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of Medfield as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR: A.T.E. Painting LLC

OWNER: Town of Medfield

By: AMROU ELICASHAWY

Name: 

Title: owner

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator



SCOPE OF WORK:

Council on Aging - Exterior Painting
Town of Medfield, MA
Bid # FAC 2025-02

February 10, 2025

The Medfield Council on Aging facility (COA) is a light wood framed structure with structural wood, beams, and wood roof trusses that was built back in 2008. The exterior is constructed of a wood fiber board clapboard siding with a combination of wood and synthetic 'Azek' trim to create a residential colonial style building. The exterior paint is past its life expectancy and needs to be repainted. The goal of this project is to perform minor repairs and repaint the entire exterior of the building.

PROJECT LOCATION

Council on Aging
1 Ice House Road
Medfield, MA 02052

M.G.L. STATUTE

Chapter 149 - Building Construction Contracts

CONTACT INFORMATION

Ben Jachowicz
Project Manager
508-359-8505 x 3369
bjachowicz@medfield.net

SITE VISIT

A MANDATORY site visit will be held on Wednesday, February 26, 2025 at 10:00 AM. Notify Ben twenty-four (24) hours in advance if you plan on attending.

QUESTIONS

Please email questions directly to Ben a minimum of six (6) days before the bid due date. Responses will be sent out to all bidders recorded as planholders.

BID DUE DATE

Bids are due on Friday, March 7, before 5:00 PM. Bids should be emailed directly to Ben in PDF format before the due date.

EXPERIENCE

Bidders should have a minimum of ten (10) years experience with commercial painting including projects of similar scope. Experience with municipal projects is preferred.

SCOPE OF WORK

1.0 EXTERIOR PAINTING

- 1.1 The contractor shall provide all labor, materials, tools, and equipment necessary to complete the following tasks:
- 1.2 Inspect all exterior surfaces to be painted and identify areas requiring repair or additional preparation.
- 1.3 Pressure wash or clean all surfaces to remove dirt, mildew, and debris.
- 1.4 Scrape, sand, and prime all loose, peeling, or flaking paint.
- 1.5 Repair minor cracks, holes, and other imperfections in the clapboard siding and trim.
- 1.6 Caulk gaps, seams, and joints where necessary to ensure a weather-tight seal.
- 1.7 Repair & Prep work must be signed off by the Town before priming or painting can commence.
- 1.8 Apply a high-quality exterior primer where necessary.
- 1.9 Apply two coats of high-quality, weather-resistant exterior paint in a color approved by the Municipality. The colors are to match the existing exterior colors.
- 1.10 Ensure even coverage and a uniform finish across all surfaces.
- 1.11 Properly protect adjacent surfaces, windows, doors, and landscaping from paint splatter and damage.

1.12 Remove and properly dispose of all debris, paint chips, and hazardous materials in compliance with Massachusetts environmental regulations.

1.13 Restore work areas to their original condition.

1.14 All work must comply with the Massachusetts State Building Code, OSHA regulations, and all other applicable federal, state, and local laws.

1.15 The contractor must obtain all necessary permits before commencing work.

1.16 All materials used must meet or exceed industry standards for durability and environmental compliance.

1.17 The contractor must be licensed and insured in the Commonwealth of Massachusetts.

1.18 Final signoff on all punch list items is required by the Town prior to the release of final payment.

2.0 SCHEDULE

2.2 This project will commence on or around April 24, 2025, and must be completed by May 30, 2025.

3.0 WARRANTY

3.1 Provide a 1-year warranty on workmanship and materials

3.2 Attic stock must be provided for all paint materials

4.0 PREVAILING WAGE RATE

4.1 In accordance with M.G.L. this project is subject to the prevailing wage rate

5.0 BONDING REQUIREMENTS

5.1 In accordance with M.G.L. if the contract amount is greater than \$25,000 a payment bond equal to 50% of the contract total will be required.

6.0 SUBMISSION REQUIREMENTS

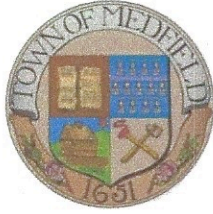
- 6.1 Completed 'Bid Submission Form' (found on page 5)
- 6.2 Completed 'References Form' (found on page 6)
- 6.3 Proof of licensing, certifications, insurance, and bonding (if applicable)
- 6.4 Contractor is prepared to agree to contract terms and conditions if awarded

The Town of Medfield reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in the bidding process, and to make the award in the best interest of the Town.

7.0 EXISTING CONDITIONS PHOTOS

Below is a photo of the front of the 7,810 square foot Council on Aging facility:





BID SUBMISSION FORM

Council on Aging Exterior Painting

COMPANY NAME

Contractor: A.T.E. Painting LLC

ADDENDUMS

Acknowledges Addendums #: 1, _____, _____, _____, _____

CONSTRUCTION COST

Base Bid Amount: \$ 17,650.00

**Budgeted for prevailing wage rates of \$81.32/hr as of 01/01/25 for spray/repaint and \$79.42/hr as of 3/1/25 for carpentry)*

Schedule to complete work (in Calendar Days): 42

ALTERNATES

ALT 1: Prep & paint the exterior fencing \$ 2,200.00

ALT 2: Prep and paint the storage shed \$ 1,800.00

ALT 3: Deduct to prep & paint siding only \$ 12,800.00

UNIT COSTS

Additional square foot of siding repair \$ 85 /SF

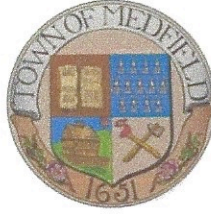
Additional square foot of painting \$ 110 /SF

ATTESTATION

Has reviewed the contract and is prepared to execute the agreement with terms and conditions as written? (see pages 7 through 17) YES or NO

SIGNED: 

DATE: 03/05/2025



REFERENCES FORM

Council on Aging Exterior Painting

Customer: City of Attleboro / Attleboro Public Schools
Mailing Address: 1 Blue Pride Way, Attleboro 02703
Period of Service (MM/YYYY): 06/2023 through 02/2025
Is this a Municipal or other Governmental Unit? Yes No
Project Name: various interior / exterior projects at Thatcher Elem Sch / Willett Elem Sch / Coelho Middle Sch / Attleboro High School
Primary Contact: Jason Parenteau Title: Facilities Manager
Telephone: 508-326-0258 Ext: N/A
Email: jason.parenteau@sodexo.com

Customer: Michael and Donna Gardikas
Mailing Address: 215 Pleasant St., Winthrop, MA 02152
Period of Service (MM/YYYY): 08/2024 through 08/2024
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: 3 Story Colonial Full Exterior Painting @ 215 Pleasant St, Winthrop, MA 02152
Primary Contact: Michael and/or Donna Gardikas Title: Homeowner
Telephone: 617-557-2814 Ext: N/A
Email: michael.gardikas@verizon.net

Customer: Dan and Kathleen Gallanar
Mailing Address: 16 Argilla Rd, Ipswich, MA 01938
Period of Service (MM/YYYY): 05/2024* through 05/2024
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Full Exterior Painting @ 16 Argilla Rd., Ipswich, MA 01938
Primary Contact: Dan Gallanar Title: Homeowner / *Repeat Customer
Telephone: 646-785-7533 Ext: N/A (since 2010)
Email: Dangallanar@gmail.com

Customer: Brian Pilcher
Mailing Address: 28 North Ave., Melrose, MA 02176
Period of Service (MM/YYYY): 07/2020 through 08/2020
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Full Exterior Painting / Carpentry @ 28 North Ave, Melrose, MA 02176
Primary Contact: Brian Pilcher Title: Homeowner
Telephone: 603-568-9482 Ext: N/A
Email: brianpilcher@gmail.com

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:

Amrou Elkashawy

Print Name

Owner, A.T.E. Painting LLC

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Amrou Elkashawy, authorized signatory for

name of signatory

A.T.E. Painting LLC, whose

name of contractor

principal place of business is at 300 Andover St., Ste 257

Peabody, MA 01960

does hereby certify under the pains and penalties of perjury that

A.T.E. Painting 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.



03/05/25

Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of N/A*, a Massachusetts Corporation

(the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL N/A*

** A.T.E. Painting LLC is a single-member LLC (no board / shareholders / voting) that files taxes as an S-corp. Amrou Elkashawy is the Owner / President.*



03/05/25



CERTIFICATE OF COMPLETION

This certifies that

Amrou Elkashawy

is awarded this certificate for

OSHA 10 Hour Outreach Training Program - Construction



Curtis Chambers

Curtis Chambers, Trainer C 26-0110333 and G 26-0082322



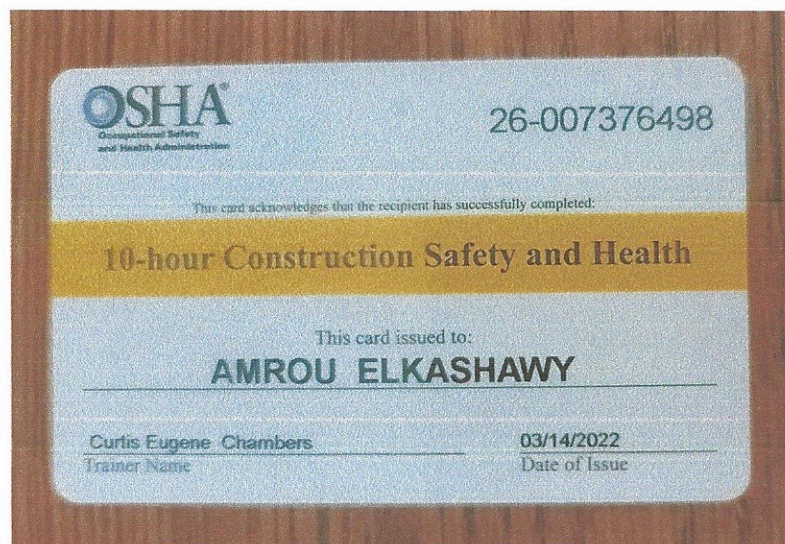
"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

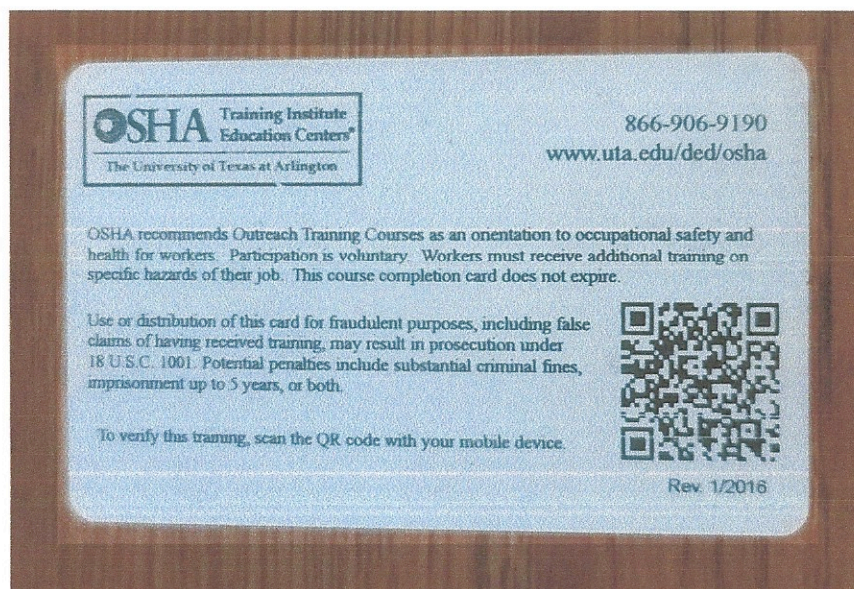
THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

FRONT OF CARD

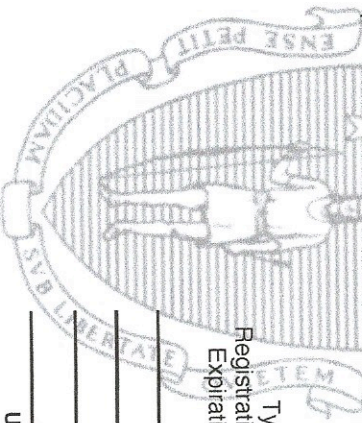


BACK OF CARD



THE COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, Massachusetts 02118
Home Improvement Contractor Registration

A.T.E. PAINTING LLC
300 ANDOVER STREET
SUITE 257
PEABODY, MA 01960



Type: LLC
Registration: 168624
Expiration: 08/08/2025

Update Address and Return Card.

THE COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs & Business Regulation
HOME IMPROVEMENT CONTRACTOR
TYPE: LLC

Registration 168624
Expiration 08/08/2025

A.T.E. PAINTING LLC

AMROU ELKASHAWY
2 SURREY LANE
DANVERS, MA 01923

Edward G. Roberts
Undersecretary

Registration valid for individual use only before the
expiration date. If found return to:
Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, MA 02118

Not valid without signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/25

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

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

PRODUCER Alden C. Goodnow Jr. Ins. Agency Inc. 16 Park Street Danvers, MA 01923	CONTACT NAME: Brian Giordano
	PHONE (A/C, No, Ext): 978-774-2620 FAX (A/C, No): 978-849-6816
	E-MAIL ADDRESS: goodnowinsurance@goodnowins.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: CONCORD GROUP
INSURED ATE Painting LLC 300 Andover St Ste 257 Peabody, MA 01960	INSURER B: CONCORD GROUP
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		20011416	06/16/24	06/16/25	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			19MMBBGP12	05/21/24	05/21/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			20011416	06/16/24	06/16/25	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

~TOWN OF MEDFIELD IS LISTED AS AN ADDITIONAL INSURED~

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA 02052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Medfield

459 Main Street
Medfield, MA 02052

Ben Jachowicz, PM
Phone: 508-359-8505 x 3369

FAC 2025-02
COA Exterior Painting
Questions & Responses - Addendum #1
Dated 3/3/2025

This Addendum #1 includes questions and responses #1-11.

1. Question: Will you be posting an addendum providing the sign in sheet from the walkthrough?
Answer: Walkthrough sign in sheet is attached to the end of this document.
2. Question: Is painting of the window sash within the scope of work?
Answer: Window sashes do not need to be painted.
3. Question: What will the liquidated damages be for this project?
Answer: There are no liquidated damages for this project.
4. Question: Do you need copies of OSHA and Lead Paint Certificates?
Answer: Proof of OSHA certification, but lead paint is not applicable to this project as the building was constructed in 2008.
5. Question: What is the budget for this project?
Answer: The budget for this project is \$50,000.
6. Question: Will they be accepting Bid Bonds for this project?
Answer: Under M.G.L. 149, five percent (5%) Bid Bonds are required for any bids over \$50,000 up to \$150,000.
7. Question: Will you be posting the current prevailing wage rates for the project?
Answer: PWR sheet is attached to the end of this document.
8. Question: What are these two statements asking for: Additional square foot of siding repair and Additional square foot of painting?
Answer: These unit costs are for reference to understand the approximate cost per square foot, and in the event that there is additional square footage added to the scope.
9. Question: Is the wood railing and pergola to be included?

Answer: Yes any wood components should be included. Any vinyl or PVC components should not be included.

10. Question: Is the fence to be included or an add alternate?

Answer: The fences on the property should be included as alternates as noted in the scope of work.

11. Question: Will the building be occupied during painting?

Answer: Yes, the assumption is that the building will be occupied during work so the project will need to be phased accordingly to accommodate the building staff and the public.

[PLEASE CONTINUE ON TO NEXT PAGES...]

AMENDMENT NO. 3

TO

AGREEMENT FOR DESIGN SERVICES

Between

TOWN OF MEDFIELD
Medfield Town House
459 Main Street
Medfield, MA 02052

And

BETA GROUP, INC.
701 George Washington Highway
Lincoln, RI 02865

For

Council on Aging Garage Design
Medfield, MA

THIS AMENDMENT No. 3 made this 10th Day of April 2025, between the **Town of Medfield**, hereinafter called the “TOWN”, and **BETA Group, Inc.**, hereinafter called the “CONSULTANT”, amends the “AGREEMENT FOR DESIGN SERVICES” BETWEEN TOWN and CONSULTANT for Council on Aging Garage Design, dated July 20, 2024, Amendment No. 1, dated October 9, 2024, and Amendment No. 2 dated January 31, 2025.

WHEREAS, the during the design of the PROJECT additional time is required to complete the services of the CONSULTANT, and

WHEREAS, TOWN and CONSULTANT have mutually agreed that the Contract Term is required to be amended;

NOW THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

AMENDMENT

- A.) Amend to the end of PARAGRAPH 2 SCOPE OF SERVICES the following:
Consultant shall furnish additional services related to the Program in accordance with the Scope of Services provided in Attachment B.
- B.) Amend PARAGRAPH 6 PAYMENT FOR WORK as follows:
Increase the Consultant’s fee from \$33,200 to \$39,100, **an increase of \$5,900.**

All terms and conditions of the AGREEMENT and all prior AMENDMENTS remain in full force except as specifically modified by this AMENDMENT NO. 3.

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

MEDFIELD SELECT BOARD

By: _____

By: _____

By: _____

BETA GROUP, INC.

By: _____

Title: President & CEO

TOWN OF MEDFIELD

Kristine Trierweiler, Town Administrator

Approved as to Form:

Mark G. Cerel, Town Attorney

April 10, 2025

Mr. Ben Jachowicz
Project Manager
Town of Medfield

Re: Amended Proposal for Professional Services – Council on Aging (COA) Garage
One Icehouse Road, Medfield, Massachusetts

Dear Mr. Jachowicz,

BETA Group, Inc. (BETA) continues to provide engineering, design, and permitting services associated with the proposed garage building to be located at One Icehouse Road, Medfield, Massachusetts. The following additional work is required to advance the design and will be included under and amended Task 4: Preparation of Permitting Submittals, originally included as part of BETA's Scope of Services, dated June 5, 2024.

SCOPE OF SERVICES

ENGINEER'S additional services shall be as listed below.

TASK 4: PREPARATION OF PERMITTING SUBMITTALS

Due to the project's location in the Aquifer Protection Overlay District and proposed increase in impervious area, the project is subject to compliance with the Medfield Board of Health Regulations (BOH Regulations) for Storm Water and Runoff Management. As such, the following additional work is to be included under this amended task:

- Review record plans and documentation for project Site and adjacent "Enclave" development to determine extent of existing Site stormwater compliance.
- Evaluate design alternatives and perform preliminary layout and design of up to one (1) stormwater control measure (SCM) to comply with BOH Regulations.
- Observe test pits at proposed location of SCM to document soil textures and groundwater elevations. If exfiltration tests are required by the Board of Health, they will be provided as an additional scope of services.
- Perform final design for proposed SCMs and incorporate layout and details into Plan Set.
- Prepare Stormwater Management Report, including associated calculations, to document compliance with BOH Regulations.
- Prepare Board of Health Stormwater Application and submit associated documentation to Board of Health and Peer Reviewer.
- Respond to any minor Board of Health or Peer Review comments and incorporate revisions to a revised submission.
- Attend one (1) Board of Health meeting (virtual attendance).

It is anticipated that the Town will be the Applicant and will be exempt from local filing fees.

The deliverable will be up to two (2) application packages suitable for submittal to the Town of Medfield Board of Health.

SERVICES AND FEES NOT INCLUDED

Except as modified above, excluded services detailed in BETA's Scope of Services, dated June 5, 2024, remain in effect.

FEE ESTIMATE

Payment for additional services as outlined above, based on a time and materials basis, will increase the Consultant fee from \$33,200 to \$39,100, **an increase of \$5,900**, not to be exceeded without prior approval from the Town.

ACCEPTANCE

If this proposal is acceptable, please provide signature for execution. If you have any questions, please do not hesitate to contact us at 781-255-1982.

Very truly yours,
BETA Group, Inc.



Matthew J. Crowley, PE
Associate

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Bellforge Arts Center Email: jmineo@bellforge.org

Street Address: 45 Hospital Road Telephone: 617-877-5158

City/Town, State: Medfield, MA

Event and Purpose:

private, invitation only fund raising event

Location of Event: Medfield State Hospital, front lawn

Date and Hours of Event: Sat. May 3, 2025, raindate Sun. May 4, 2025 from 4 pm - 6 pm

Type of License Requested: All Alcohol x Or Malt/Wine only

Sketch of Area Where Liquor to be Served attached: Yes x No

Copy of Valid Bartender Trainings attached: Yes x No

Copy of Certificate of Liability Insurance attached: Yes x No

If Requested All Alcohol License, proof of non-profit status attached: Yes x No

Signature of Applicant

4/11/2025

Date filed

Licensing Authority Signature

Date approved

Conditions:

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Bellforge Arts Center Email: jmineo@bellforge.org

Street Address: 45 Hospital Road Telephone: 617-877-5158

City/Town, State: Medfield, MA

Event and Purpose:

private, invitation only fund raising event

Location of Event: Medfield State Hospital, front lawn

Date and Hours of Event: Sat. Oct. 4, 2025, raindate Sun. Oct. 5, 2025 from 3 pm - 6 pm

Type of License Requested: All Alcohol x Or Malt/Wine only

Sketch of Area Where Liquor to be Served attached: Yes x No

Copy of Valid Bartender Trainings attached: Yes x No

Copy of Certificate of Liability Insurance attached: Yes x No

If Requested All Alcohol License, proof of non-profit status attached: Yes x No

Signature of Applicant

4/11/2025

Date filed

Licensing Authority Signature

Date approved

Conditions: