

TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:

TOWN CLERK

TOWN OF MEDFIELD, MASS

2017 OCT 13 A 11:33

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 21A, AS AMENDED.

OFFICE OF THE  
TOWN CLERK

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room 2 <sup>nd</sup> floor	Tuesday October 17, 2017 @ 7:00 PM

## AGENDA (SUBJECT TO CHANGE)

7:00 PM Call to order

Disclosure of video recording

Announcements: We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

The Medfield Transfer Station and Recycling Committee is seeking new members. The committee meets the second Monday of the month at 10:00 AM. Interested residents please contact Town Hall or Committee Chairman Megan Sullivan

Arbor Day celebration to be held Tuesday November 7 at 10:00 AM

7:00 PM Council on Aging Director Roberta Lynch / Discuss COA Outreach Worker position

7:15 PM Facilities Director Jerry McCarty, Permanent Building Committee, Capital Budget Committee, Medfield Energy Committee / Discuss newly drafted 20 year Capital Plan

## CITIZEN COMMENT

### ACTION ITEMS

Mike Quinlan Chairman, Permanent Building Committee requests Selectmen's review of proposed draft charter for Permanent Building Committee

Town Counsel Mark Cerel requests the Selectmen vote authorizing action regarding encroachment issue within Rockwood Lane

Maurice Goulet Director Public Works requests the Selectmen vote to sign:

Chapter 90 – Final Report (1) Resurfacing Green Street, \$176,794.72

(2) Resurfacing North Meadows Road, \$973,773.15

Contract with Environmental Partners Group for landfill monitoring, \$30,600.00

Contract with Eastern Minerals for 2017-2018 joint purchase of road salt, CC\$45.20, Solar \$45.20, Treated Salt \$62.20

Discuss Town Administrator merit

#### PENDING ITEMS

Selectman Murby to discuss draft letter in support of cultural re-use of the Chapel at state hospital site

Selectman Murby to update status of Town Goals formatted for web site

Annual appointments

Veterans' Service Officer

#### LICENSES AND PERMITS (CONSENT AGENDA)

Medfield Garden Club requests permission to post signs at various locations advertising annual Green Sale on December 2; signs in place November 26 to December 2

Matt Triest requests a one-day permit for November 8 event 5-8 PM at his shop Be Charmed located at 70 North Street

Katie Walsh requests a one-day permit for Holiday Season event at her shop CAPSULE located at 70 North Street to take place November 2, 6:30-8:30 PM

#### TOWN ADMINISTRATOR UPDATE

#### INFORMATIONAL

Selectmen receive thank you note for taking part in the Memorial Library Centennial Celebration

Copy of appreciation memo regarding Mike Leuders of Leuders Tree and Landscaping for his assistance in tagging trees at Vine Lake Cemetery

Copy of Town Counsel's letter to Noon Hill resident regarding Medfield Conservation Commission Enforcement Order

Copy of Open Meeting Law Changes effective October 6, 2017

*E. Clark*

10-13-17

OFFICE OF THE  
TOWN CLERK

RECEIVED  
TOWN OF MEDFIELD, MASS.  
2017 OCT 13 A 11:33



Evelyn Clarke &lt;eclarke@medfield.net&gt;

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**Request for Selectmen's Meeting**

2 messages

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**Rachel Brown** <rachelsbrown@comcast.net>  
Reply-To: Rachel Brown <rachelsbrown@comcast.net>  
To: eclarke@medfield.net

Thu, Oct 5, 2017 at 9:39 AM

Hi Evelyn:

The Medfield Transfer Station and Recycling Committee is looking for new members. Could the following be included in the Selectmen's packet and made mention of at their next meeting?

Rachel Brown

Member, Transfer Station and Recycling Committee

58 Colonial Rd, Medfield

(508) 359-6701

For Immediate Release:

The Medfield Transfer Station and Recycling Committee (TSARC) is looking for up to 3 additional members. The committee works to minimize the amount of trash incinerated and also to reduce costs while encouraging the principals of "reduce, reuse and recycle." The committee meets monthly, usually on the second Monday of the month at 10am.

This year the committee will work on three initiatives in addition to the topics that are regularly on our agenda such as recycling rates, organics collection and the swap.

The first is to explore the option of curb-side pick up in town. This is taking a priority this year as nearly half of the residents indicated that they would like to know more about this when they completed the transfer station sticker renewal survey. There are many areas to think through on this topic! If you have questions about this, join us!

The second project is to look into the options for getting recycling barrels placed next to trash barrels at the public spaces in town.

The third project is to see if we can keep mattress recycling at the transfer station once the MassDEP grant that is currently funding that program has ended (1/31/18).

As you can see we have a variety of important topics on our agenda this year and could use your help. If you are interested but don't want to formally join the committee, there is a role for you too!

For more information or to express your interest, contact Megan Sullivan, TSARC Chair, at mbsul@comcast.net. The next meeting of the TSARC is Monday October 16th.

Megan B. Sullivan  
508-359-8274

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**Evelyn Clarke** <eclarke@medfield.net>  
Draft To: Rachel Brown <rachelsbrown@comcast.net>

Thu, Oct 5, 2017 at 1:41 PM

Rachel,

Yes it will be on the Oct 17 agenda.

[Quoted text hidden]

## Section ## Municipal Facilities

### ##.1 Permanent Planning and Building Committee

There shall be a Permanent Planning and Building Committee (hereinafter "Committee") responsible for overseeing the planning, prioritizing, design, approvals, construction, reconstruction, alteration or enlargement of all buildings owned by the Town or constructed on land owned, leased, or operated by the Town.

##.1.1 The Committee shall consist of five members appointed by a majority vote of the Town of Medfield Board of Selectmen.

##.1.2 Each member of the Committee shall be a registered voter in the Town of Medfield. No member of the Committee shall be a paid employee of the Town.

##.1.3 Among the members, the Board of Selectmen should endeavor to appoint members with expertise in Architecture, Building Engineering, Commercial or Municipal Construction, and/or Construction Law/Contracts. If volunteers with this expertise are not available for appointment, the Board of Selectmen shall have the discretion to appoint instead any individual meeting the qualifications set forth in ##.1.2

##.1.4 The Town Administrator, or his/her appointed designee, the Town Facility Manager and one member of the Town Warrant Committee shall be appointed as ex officio members in addition the five member Committee.

##.1.5 Committee members shall serve a term of 3 years.

##.1.6 If a Committee member chooses to resign his or her term, the Board of Selectmen shall appoint a replacement to complete the unexpired portion of that term. Expiring terms shall end on June 30th of each calendar year. A member may hold his or her seat after his or her term expires until a successor is qualified.

##.1.7 The Committee shall be responsible for all projects that fall under MGL c. 149, MGL c. 149A, and MGL c. 7C. The Committee may, with the consent of the Board of Selectmen, defer its jurisdiction to another governing board, committee, commission or town official should their involvement be deemed unnecessary.

##.1.8 The Committee, in consultation with the Town Facility Manager, shall be responsible for assessing the current conditions of all Town facilities and projecting their useful life.

##.1.9 The Committee shall be responsible for projecting the need to replace and/or renovate existing facilities and maintain a Facilities Master Plan with a prioritized list of future needs.

##.1.10 The Committee shall, subject to appropriation, conduct feasibility studies and final designs, oversee construction of projects, procure project management (if required), procure design, architectural and engineering services as it deems necessary or as required by law.

**##.1.11** Prior to commencement of a project or feasibility study, the relevant user Department shall designate up to two people to serve as ex officio members to support the completion of the project or feasibility study and represent the needs of that Department.

**##.1.12** Any user Department seeking to construct, reconstruct, alter or enlarge a building under its jurisdiction shall file a project application with the Committee. The Committee shall meet with the applicant Department and if the need is deemed viable by the Committee shall present its findings to the Board of Selectmen for approval to start a feasibility study.

**##.1.13** If, after the completion of a feasibility study, it is deemed by the Board of Selectmen that the proposed construction project is necessary, the Committee shall conduct the final design process subject to Town Meeting approval of all funding and review of projected budgets with the Board of Selectmen and Warrant Committee.

**##.1.14** The Permanent Planning and Building Committee shall report its progress on all capital projects on an as needed basis or as requested by the Board of Selectmen.

## MEMORANDUM

TO: Medfield Board of Selectmen

FROM: Mark G. Cerel, Town Counsel

RE: Unlawful Installation of Basketball Structure Within Rockwood Lane R.O.W.

DATE: October 12, 2017

Person(s), presumably the immediate abutters, have permanently installed a post-mounted basketball net and backboard within the public right-of-way of Rockwood Lane, at the top of the cul-de-sac, without permission. Encroachments within a public right-of-way without municipal permission are prohibited, see: G.L. Chapter 86, Sections 3, 4, and 5. Director of Public Works Maurice Goulet has sent letters to the immediate abutters so-informing them and requesting removal of the encroachment and repair of the pavement; to date, he has received no response to his letters and the structure has not been removed.

G.L. Chapter 86, Section 7 obligates the Board of Selectmen, as road commissioners, to remove obstructions within public ways; G.L. Chapter 86, Sections 3, 4, and 5 give the Board of Selectmen the right to remove an encroachment or obstruction within a public way at the owner(s) expense, if the owner(s) of adjoining land fail to do so, after written notice to the owner(s). It is therefore my recommendation that you authorize me to give written notice on your behalf to the two abutting property owners to remove the encroaching basketball structure and repair the pavement by a date-certain and, if they fail to do so, that you authorize the DPW to perform the work, with the cost thereof to be recouped from the property owner(s).

MGC:ce

cc: Maurice Goulet, Director of Public Works



## CHAPTER 90 - FINAL REPORT

updated 8/2012

**CONTRACT# 50878-08**

City/Town	<u>MEDFIELD</u>		Project	<u>Resurfacing Green Street</u>	
Location(s)					
Length	Feet		Width	Feet	
Work was Started	/	/	and Completed	/	/
Work was Suspended	/	/	and Resumed	/	/
Done by: Force Account	Advertised Contract		Other		

\* REMARKS:

<b>EXPENDITURES:</b>	State Funds @ 100%	\$176,794.72
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<u>\$176,794.72</u>

**SCOPE OF WORK:**

## CERTIFICATION

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

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


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

**PREPARED & REVIEWED BY**

**Signed:**

Maurice Goulet

DIRECTOR OF PUBLIC WORKS	10/11/17
Highway Officer's Title	Date

  
 Accounting Officer's Title

10/12/17  
 Date

TOWN ACCOUNTANT

Duly Authorized Municipal Officials \_\_\_\_\_ Date \_\_\_\_\_

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



**CHAPTER 90 - FINAL REPORT**

updated 8/2012

**CONTRACT#** 50878-03

City/Town MEDFIELD Project Resurfacing N Meadows.  
 Location(s) \_\_\_\_\_  
 Length \_\_\_\_\_ Feet Width \_\_\_\_\_ Feet  
 Work was Started \_\_\_\_\_ / / and Completed \_\_\_\_\_ / /  
 Work was Suspended \_\_\_\_\_ / / and Resumed \_\_\_\_\_ / /  
 Done by: Force Account \_\_\_\_\_ Advertised Contract \_\_\_\_\_ Other \_\_\_\_\_

**\* REMARKS:**

<b>EXPENDITURES:</b>	State Funds @ 100%	\$973,773.15
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$973,773.15</b>

**SCOPE OF WORK:****CERTIFICATION**

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

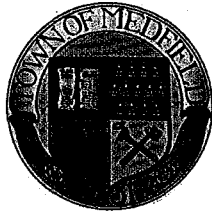
We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in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

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

<b>PREPARED &amp; REVIEWED BY</b>	
<i>Maurice Soulet</i>	
<b>DIRECTOR OF PUBLIC WORKS</b> 10/11/17	
Highway Officer's Title	Date
<i>Joy A. Riccio</i>	10/12/17
Accounting Officer's Title	Date
<b>TOWN ACCOUNTANT</b>	

<b>Signed:</b>	
Duly Authorized Municipal Officials	Date

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



**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT**

**CONTRACT # DPW 2017-05**

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

This Contract is made this 17<sup>th</sup> day of October 2017 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Environmental Partners Group having a usual place of business at 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 hereinafter referred to as the "Contractor".

**WITNESSED:**

Whereas, the Town solicited submission of formal bids for FY2018 Landfill Monitoring hereinafter referred to as "Program"; and

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Agreement. (Attachment A) The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Delivery: (if applicable) The Contractor shall deliver FOB to the Department of Public Works locations as listed in the Agreement.
5. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
6. Contract Term: The Contract Term is as follows: October 17, 2017 through June 30, 2018 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.

10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Contractor)

Board of Selectmen

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Town of Medfield, MA

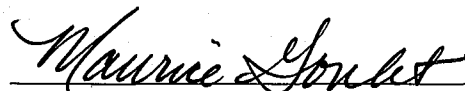
\_\_\_\_\_  
Mark G. Cerel, Town Attorney

\_\_\_\_\_  
Michael Sullivan, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

\_\_\_\_\_  
Joy Ricciuto, Town Accountant

Accepted:

  
\_\_\_\_\_  
Maurice Goulet, Director  
Department of Public Works

### CERTIFICATION OF GOOD FAITH

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

The Contractor by:

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

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

### CERTIFICATE OF STATE TAX COMPLIANCE

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## EXAMPLE CLERK'S CERTIFICATE

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

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

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

SEAL

## CONTRACT CHECKLIST

Initials

1. Certification of Signatures  
  - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago  
  
With Corporate Seal affixed (see attached form)
  - For LLC: need Manager signature or signed vote of the LLC
2. Insurance Certificate  
(showing Town as additional insured)  
  - Matches amount of insurance required under contract
3. Certificate of Good Faith
4. Certificate of Tax Compliance
5. Signed by Contractor  
  - Matches certification by Corp officer of authority.
6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from Secretary of State

Contract Reviewed by: \_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Name, Title

**ATTACHMENT**

**A**

# Environmental Partners

A partnership for engineering solutions. GROUP

September 15, 2017

Mr. Maurice Goulet  
Director of Public Works  
Town of Medfield  
55 North Meadows Road  
Medfield, Massachusetts 02052

RE: FY2018 Landfill Monitoring Contract  
Town Landfill, Medfield, MA

Dear Maurice:

Environmental Partners Group is pleased to provide you with three (3) copies of our contract to assist the Town of Medfield with your FY2018 Landfill Monitoring. The work is based on the Massachusetts Department of Environmental Protection's (DEP's) letter of September 29, 2000, with the addition of groundwater testing for 1,4-dioxane with a detection limit of not greater than 0.3 µg/L.

The services are for the period through June 2018. If these terms are acceptable, please return one executed copy to our office; should you have any questions or need anything further, please do not hesitate to call us.

We appreciate the opportunity you have given us to work with you.

Sincerely,



Ann Marie Petricca, C.P.G.  
Director of Geosciences

Attachments: Agreement for Consulting Services

cc:

**Agreement for Consulting Services**  
**Re: Town of Medfield FY2018 Landfill Monitoring**

Agreement made this \_\_\_\_\_ day of September 2017 by and between the Town of Medfield, a municipal corporation acting by and through its Department of Public Works (hereinafter: "Town") and Environmental Partners Group Inc., an environmental consulting firm with a place of business as 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be provided: Consultant shall assist the Town with FY2018 environmental monitoring of the Medfield Landfill, as outlined in the attached scope.
2. Fee for Services: Consultants' fee for services shall be based on time and materials and a not-to-exceed cost of thirty thousand and sixss hundred dollars (\$30,600), which shall cover all primary services provided by Consultant (Tasks 1 through 4) and all expenses incurred by Consultant in providing same.
3. Timing of Services: Consultant shall provide said services and complete same by June 30, 2018.
4. Payment for Services: Consultant shall be paid for said services upon the completion of each of the three project tasks and upon Town's acceptance of Consultant's work as follows:

Partial Completion of Tasks 1, 2 and 3 (October 2017)	\$11,700
Partial Completion of Tasks 4 (October 2017):	\$2,100
Partial Completion of Tasks 2 and 3 (December 2017):	\$1,500
Completion of Task 1, Partial Completion of Tasks 2 and 3 (April 2018):	\$ 11,700
Completion of Tasks 4 (April 2018):	\$ 2,100
Completion of Tasks 1 thru 3 (June 2018):	\$ 1,500

Town shall make each payment within (30) days of its acceptance of Consultant's work.

5. Consultants' Personnel: The Consultant commits to employing Ann Marie Petricca, Director of Geosciences, to coordinate and/or perform the services under this Agreement, and no others without prior written approval of Town.
6. Consultant Standard of Care: The Consultant shall perform its services and obligations hereunder in conformity with the ordinary standard of professional skill and care applicable to established consulting firms in the area.

7. Town's Ownership Rights in Consultant-Prepared Documents: All studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of the Town, who shall retain all common law, statutory and other reserved rights. Town may use any such documentation in connection with the completion of the Project regardless of whether Consultant is in default. Notwithstanding the foregoing, Consultant may use said documents in preparation of independent publications.
8. Waiver of Claims and Indemnifications of Town: Consultant, on behalf of itself, its agents, servant, and employees hereby waives in advance any and all claims for injury or damage arising from or connected with Consultant's fieldwork. Consultant agrees to indemnify and hold Town harmless from and against any and all liability loss, damage, or expense arising there from or connected therewith.

The data collected shall not be used on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing by the parties hereto. Any reuse without specific written authorization by the Consultant and the Town, will be at the sole risk of the user, and the Town shall indemnify and hold harmless Consultant from all claims, losses, and expenses arising there from.

Consultant agrees to maintain public liability insurance and motor vehicle liability insurance, each policy in the aggregate amount of one million dollars.

9. Arbitration Only if Mutually Agreed-Upon: Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of The American Arbitration Association currently in effect only if the parties mutual agree in writing to do so.
10. Termination:
- a. For Cause: The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately, if Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property.

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

- b. For Convenience: The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property: Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this agreement.
11. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage pre paid, return receipt requested to: 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage pre paid, return receipt requested to: Town Administrator, Town of Medfield 459 Main Street Medfield, MA 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.
12. Independent Contractor: The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
- a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
  - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
  - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Complete Agreement: This Agreement supersedes all prior agreements and understanding between the parties and may not be changed unless mutually agree upon in writing by both parties.
14. Governing Law-Venue: This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be

brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.

15. Enforceability: In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
16. Insurance Requirements: The Consultant shall, at its own expense, obtain and maintain professional liability insurance covering negligent acts and omissions of the Consultant and of any person or entity for whose performance the Consultant is legal responsible arising out of the performance of this Agreement in the aggregate amount of one million dollars together with the public and motor vehicle liability insurance specified in Paragraph 8 and worker compensation insurance covering any person employed by Consultant. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period.

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

17. Certifications: The Consultant hereby certifies that the statements made in Subparagraphs a. to and including d. herein are true, correct and complete, this certification shall continue throughout the period of the project.
  - a. The Consultant has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement for consulting services.
  - b. No consultant to or subcontractor for the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Consultant.
  - c. No person, corporation or other entity, other than a bona fide full time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining this Agreement for consulting services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Consultant.
  - d. The Consultant has complied with the tax laws of the Commonwealth of Massachusetts, to the extent applicable.



This Agreement is entered-into this \_\_\_\_\_ day of September 2017.

Town of Medfield:  
Department of Public Works,  
By:

\_\_\_\_\_  
Maurice Goulet

Consultant:  
Environmental Partners Group, Inc.,  
By:



\_\_\_\_\_  
Paul F. Gabriel, Principal

## **ATTACHMENT ONE**

### **SCOPE OF WORK**

Based on DEP's letter of September 29, 2000 and the most recent environmental results, the following recommended scope of work is suggested to comply with regulatory requirements for monitoring through June 2018.

*Task 1: Groundwater/Surface Water Monitoring*

Under this task two rounds of water sampling will be conducted: one in September/October 2016 and one in March 2017. The water sampling will be from two surface water locations (SW-1 and SW-2) and from ten wells (MW-1, MW-4, MW-4D, MW-5, MW-6, MW-6D, MW-101S, MW-101D, MW-102S, MW-102D). One duplicate sample will also be collected.

In accordance with 310 CMR 19.132(l)(h), water sampling will include those analytes specified in the regulations. Each well will be purged of a minimum of three well volumes before sampling. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the following analytes:

- Alkalinity
- Nitrate Nitrogen
- Total Dissolved Solids (TDS)
- Chloride
- Chemical Oxygen Demand (COD)
- Sulfate
- Manganese
- Iron
- Cyanide
- Volatile Organic Compounds (VOCs) by EPA Method 8260
- Filtered Metals - Arsenic; Barium; Cadmium; Chromium; Copper; Lead; Mercury; Selenium; Silver; and Zinc
- 1,4 Dioxane (detection limit of not greater than 0.3 µg/L)

Samples collected for metals analyses shall be filtered in the laboratory with a 0.45 micron filter. Laboratory testing will also include a duplicate for all parameters and a trip blank for VOCs. In addition to the laboratory analyses, samples will also be collected during the sampling events for field screening of the following parameters: temperature; conductivity; pH; specific conductance; dissolved oxygen, and static water elevation. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

In accordance with 310 CMR 19.132(l)(h), surface water sampling will include those analytes specified in the regulations. Surface water samples will be collected in March from the previous two locations: SW-1 and SW-2. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the same parameters listed for groundwater. Samples collected for metals analyses shall not be filtered. In addition to the laboratory analyses, samples will also be collected during the sampling events for field screening of the following parameters: temperature; conductivity; pH; specific conductance; and dissolved oxygen. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

### *Task 2: Landfill Gas Monitoring*

In accordance with 310 CMR 19.132(4), under this task, fourteen landfill gas probes (SG-101 through SG-111 and SG-103A, SG-103B, and SG-103C) will be sampled on a quarterly basis: in September/October 2017, December 2017, March 2018 and June 2018.

The probes shall be screened for percent oxygen, volatile organic compounds (VOCs), hydrogen sulfide (H<sub>2</sub>S), carbon dioxide (CO<sub>2</sub>) and the lower explosive limit (LEL) percentage calibrated for methane. If methane gas exists at the gas monitoring wells in concentrations greater than 25% of the LEL, the MA-DEP regional office shall be notified within 24 hours of the reading.

### *Task 3: Quarterly Monitoring Reports*

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be written on a quarterly basis to summarize the sampling results. This report will be submitted to the Town within a month following the monitoring event.

### *Task 4: Groundwater and Surface Water Resampling*

DEP is requiring that the Town resample groundwater and surface water sample locations if there is an exceedance of the regulatory limits in 310 CMR 19.132(2), as summarized below:

*(j) If the concentrations of any of the parameters listed in 310 CMR 19.132(2)(h) exceed the state or federal drinking water standards, Maximum Contaminant Levels (MCLs), Ambient Water Quality Standards for surface water samples established at 314 CMR 4.00: Massachusetts Surface Water Quality Standards, or alternative standards established in a permit, or guidelines or standards established by a permit, order or authorization issued by the Department for contaminants for which no federal or state standard exists, at any sampling point, the owner or operator shall:*

- 1. notify the Department within 14 days of the finding; and*
- 2. collect, analyze and submit to the Department another round of samples within 60 days of the prior date of sample collection and determine the concentration of all parameters identified in 310 CMR 19.132(2)(h) that were exceeded unless otherwise specified by the Department.*

Based on historical sampling, Environmental Partners has assumed that resampling of groundwater and surface water will be required after the Fall 2017 and Spring 2018 sampling events and that five monitoring wells will be re-sampled for laboratory analysis of 1,4-dioxane and two surface water locations will be resampled for copper and lead.

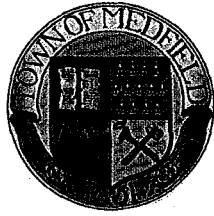
Environmental Partners has asked DEP if the resampling could be eliminated from the monitoring program, but DEP has indicated that at this time they are requiring that the Town comply with the full monitoring requirements of 310 CMR 19.132. If DEP relaxes the resampling requirement, then this Task will not be performed and the Town will not be invoiced for this work.

### *Proposed Budget*

We propose to conduct Tasks 1, 2 and 3 for a not-to-exceed fee of \$26,600. Task 4 Groundwater and Surface Water Resampling will be conducted for a not-to-exceed fee of \$4,100 and will only be performed as long as required by DEP. Therefore, the Total Budget for the FY 2018 Landfill Monitoring program is \$30,700. This budget is based on our current understanding of the Town's needs, and may be modified after further consultation with the Town.

### *Assumption and Limitations*

1. Groundwater monitoring will be performed at the ten existing wells listed under Task 2. The analysis of groundwater conditions within these wells is consistent with the activities that were performed as part of the development of the Comprehensive Site Assessment that was developed for the site. Following the completion of each groundwater monitoring event, Environmental Partners will assess the monitoring program to determine whether the number of wells included in the monitoring program should be reduced or increased to provide an adequate assessment of groundwater conditions.
2. It is assumed that all groundwater monitoring wells are accessible and in good condition for use. It is further assumed that re-development of wells will not be necessary for suitable samples to be collected.
3. Groundwater monitoring well purge water will be disposed directly to the ground.
4. The scope of services includes all materials, equipment and labor required to complete the environmental monitoring program presented herein. It also includes the preparation of summary letter reports for submittal to the DEP that will outline the activities performed and the results obtained. Two draft copies of the summary letter report will be prepared and submitted to the Town for review. After incorporating any comments, we will issue one final copy to the DEP, and will provide a single final copy of each report to the Town.



**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT**

**CONTRACT # DPW 2017-06**

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

This Contract is made this 17th day of October 2017 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Eastern Minerals, Inc. having a usual place of business at 134 Middle Street, Suite 210, Lowell MA 01852 hereinafter referred to as the "Contractor".

**WITNESSED:**

Whereas, the Town solicited submission of formal bids for the supply of Road Salt to the Medfield Department of Public Works for the 2017-2018 winter season hereinafter referred to as "Program"; and

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

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the IFB. (Attachment A) The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Delivery: The Contractor shall deliver FOB to the Department of Public Works locations as listed in the IFB.
5. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
6. Contract Term: The Contract Term is as follows: October 17, 2017 through October 31, 2018 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such

claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with the supply and services of specified products.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against



the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and

Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Contractor)

Board of Selectmen

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Town of Medfield, MA

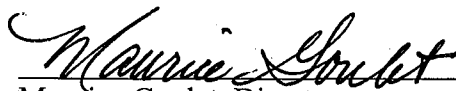
\_\_\_\_\_  
Mark G. Cerel, Town Attorney

\_\_\_\_\_  
Michael Sullivan, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

\_\_\_\_\_  
Joy Ricciuto, Town Accountant

Accepted:

  
\_\_\_\_\_  
Maurice Goulet, Director  
Department of Public Works

### CERTIFICATION OF GOOD FAITH

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

The Contractor by:

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

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

### CERTIFICATE OF STATE TAX COMPLIANCE

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

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

Written Consent

(Date)

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

- VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

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

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

SEAL

## CONTRACT CHECKLIST

Initials

1. Certification of Signatures

- For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago

With Corporate Seal affixed (see attached form)

- For LLC: need Manager signature or signed vote of the LLC

2. Insurance Certificate

(showing Town as additional insured)

- Matches amount of insurance required under contract

3. Certificate of Good Faith

4. Certificate of Tax Compliance

5. Signed by Contractor

- Matches certification by Corp officer of authority.

6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from Secretary of State

7. IFB documents or 30B Quote Form (if applicable)

Contract Reviewed by: \_\_\_\_\_

Department Head Signature

\_\_\_\_\_  
Name, Title

**ATTACHMENT**

**A**



# TOWN OF MEDFIELD

*Office of*

## DIRECTOR OF PUBLIC WORKS

MEDFIELD, MASSACHUSETTS

Maurice Goulet  
*Director*

(508) 906-3002

The unofficial bid results for the Joint Purchase of Salt 2017-2018 are as follows:

<u>Company</u>	<u>Solar Salt</u>	<u>CC Salt</u>	<u>Treated Salt</u>
Eastern Minerals	\$ 45.20	\$ 45.20	\$62.20
Mid-American Salt	\$ no bid	\$ 51.44	63.30
Morton Salt	\$ 65.68	\$ 64.93	82.93
Cargill Inc.	\$ NO BID	\$ NO BID	\$ NO BID

The Board of Selectmen will meet on October 3, 2017 where these bid results will be reviewed.

Thank you

Donna Cimeno

Town of Medfield  
Department of Public Works





**MICHAEL J. SULLIVAN**  
Town Administrator

# TOWN OF MEDFIELD

Office of  
**BOARD OF SELECTMEN**

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

**(508) 359-8505**

October 4, 2017

To: Director of Public Works, Maurice Goulet

From: Evelyn Clarke, Administrative Assistant to  
Board of Selectmen

Please be advised the Board of Selectmen at a duly called and posted meeting on Tuesday October 3, 2017 VOTED unanimously to award the bid for 2017 – 2018 Joint Purchase of Salt to Eastern Minerals in the amounts of CC \$45.20; Solar \$45.20, Treated Salt \$62.20 and as recommended by DPW Director.

**LEGAL NOTICE**

**TOWN OF MEDFIELD**

**NOTICE TO BIDDERS**

**BID: JOINT SALT (SODIUM CHLORIDE) PURCHASE  
2017-2018**

The Towns of Braintree, Bridgewater, Canton, East Bridgewater, Easton, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, North Attleboro, Norwood, Norton, Plainville, Randolph, Sharon, Stoughton, Walpole, Weymouth and Wrentham will receive sealed bids for Solar Sodium Chloride and an alternate of CC Sodium Chloride for snow and ice control for the 2017-2018 season, for approximately 100,000 tons total.

Specifications may be obtained at the Office of the Director of Public Works, Town of Medfield DPW Garage 55 North Meadows Road, Medfield, MA 02052 during regular business hours. Bids will be received at same address until **8:30 AM, Wednesday, September 27, 2017** at which time and place they will be publicly opened and read.

**MEDFIELD BOARD OF SELECTMEN**

**Representing Twenty-five Towns Listed Above**



**TOWN OF MEDFIELD  
NOTICE TO BIDDERS  
BID: JOINT SALT PURCHASE  
2017-2018  
(SODIUM CHLORIDE)**

The Towns of Braintree, Bridgewater, Canton, East Bridgewater, Easton, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, North Attleboro, Norwood, Norton, Plainville, Randolph, Sharon, Stoughton, Walpole, Weymouth and Wrentham will receive sealed bids for Solar Sodium Chloride and an alternate of CC Sodium Chloride for snow and ice control for the 2017-2018 season, for approximately 100,000 tons total.

Specifications may be obtained at the Office of the Director of Public Works, Town of Medfield DPW Garage 55 North Meadows Road, Medfield, MA 02052 during regular business hours. Bids will be received at same address until **8:30 A.M., Wednesday, September 27, 2017** at which time and place they will be publicly opened and read.

**BOARD OF SELECTMEN**

**Representing Twenty-five Towns Listed Above**

**AUTHORIZATION FOR PARTICIPATION IN JOINT PURCHASE OF SALT**

**2017-2018**

The Town of \_\_\_\_\_ hereby authorizes the Medfield Board of Selectmen to advertise the Joint Salt Bid for the 2017-2018 Season.

Approximate Quantity \_\_\_\_\_ Ton

Type:

CC \_\_\_\_\_

SOLAR \_\_\_\_\_

LOW BID, regardless of type \_\_\_\_\_

Our town does not wish to participate in this year's JOINT SALT BID \_\_\_\_\_

Our town is willing to pay for this year's legal notice \_\_\_\_\_

SIGNED \_\_\_\_\_

For \_\_\_\_\_  
(Board or Department)

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Email Address \_\_\_\_\_

DATED \_\_\_\_\_



August 18, 2017

Gentlemen:

It is time to advertise our Joint Salt Bid. Assuming the same towns are interested in participating, we will publish our Notice to Bid in the **Hometown Weekly News** with a Bid opening date of **September 27, 2017**.

Please fill out the enclosed form and **fax it to (508-359-4050)** or email to [dcimeno@medfield.net](mailto:dcimeno@medfield.net). Also enclosed is a copy of the Notice to Bidders should your town by-law require other advertising.

Copies of the salt bid specifications will be sent to the following salt companies:

Eastern Minerals, Inc. 134 Middle St #210, Lowell, MA 01852  
International Salt Co., LLC 655 Northern Blvd, Clarks Summit, PA 18411  
Cargill, Inc. PO Box 5621, Minneapolis, MN 55440-5621  
Continental Salt, Inc., 1 Edgewater Street, Staten Island, NY 10305  
American Rock Salt Co., PO Box 190, Mt. Morris, NY 14510  
Mid-American Salt, LLC, 4528 Hillegas Rd, Fort Wayne IN 46818  
LEED Salt, 394 North Main St, Northborough, MA 01532

Feel free to have a representative of your town present at the bid opening to be held on **September 27, 2017 at 8:30 A.M.** at the Town of Medfield DPW Garage, 55 North Meadows Road (Route 27), Medfield, MA 02052.

Sincerely,

Maurice G. Goulet  
Director of Public Works  
Medfield, Massachusetts



TOWN OF MEDFIELD

BID: JOINT PURCHASE OF SALT 2017-2018  
(SODIUM CHLORIDE)

TERMS & SPECIFICATIONS

The following listed towns will receive sealed bids for Solar Salt for snow and ice control for the 2017-2018 Season, and with the approximate total of 100,000 tons.

BRAINTREE  
BRIDGEWATER  
CANTON  
EAST BRIDGEWATER  
EASTON  
FOXBOROUGH  
FRANKLIN  
HINGHAM  
HOLBROOK  
HOLLISTON  
MANSFIELD  
MEDFIELD  
MEDWAY  
MILLIS  
MILTON  
NORFOLK  
NORTON  
NORTH ATTLEBORO  
NORWOOD  
PLAINVILLE  
RANDOLPH  
SHARON  
STOUGHTON  
WALPOLE  
WEYMOUTH  
WRENTHAM

Alternate bids also will be received for mined CC Salt and the towns reserve the right to award a contract for either Solar Salt or CC Salt.

The quantity is approximate only, being given as a basis of comparison of bids, and the towns do not expressly, or by implication agree that the amount of Sodium Chloride will correspond therewith, but reserve the right to increase or decrease the quantity in accordance with their needs.

**BID BOND:** Bid Bond in the amount of 5% of the Bid price must be submitted with bid. An increase or decrease in the quantity of Sodium Chloride shall not be regarded as a cause for an increase in the contract unit price.

In the event of an actual increase or decrease in the quantity used, the actual Sodium Chloride delivered or picked up shall be paid for on the basis of the unit bid.

The amount of tons is an approximation and the contract shall be for the season's supply.

By accepting the bid, the supplier agrees with each town included in the contract that in the event that he cannot meet the requirements of each town the supplier will pay an additional difference in price that any town is required to pay to another supplier.

**REJECTION:** The Sodium Chloride shall be rejected if it fails to conform to the requirement of the specification and, if any town is required to purchase from another supplier because of failure to meet specifications, the original supplier shall pay any additional cost incurred and shall continue to pay the additional cost as long as the failure to meet specifications continues.

**AVAILABILITY OF SUPPLY:** By accepting the proposal, the bidder agrees that he will deliver salt during a major storm of six (6) inches or over, during the storm and within twenty-four hours thereafter, including Saturdays, Sundays and Holidays.

**GRADATION:** Solar Salt shall not contain more than 3% water content and no foreign material other than anti-caking additive.

Solar Salt shall be treated with sufficient anti-caking conditioner to prevent caking. The rate shall be two (2) pounds of conditioner per ton of Sodium Chloride.

**ALTERNATE:** CC, or mined salt shall comply with the following grading:

Passing 7/16" sieve	100 %
Passing 3/8" sieve	95-100 %
Passing No. 4	20-79%
Passing No. 8	10-50%
Passing No. 30	0-10

CC Salt shall not contain more than 2% water content.

CC Salt shall be treated with sufficient anti-caking conditioner to prevent caking. The rate shall be two (2) pounds of conditioner per ton of Sodium Chloride.

LOAD COVERING: All Sodium Chloride must be covered during transit with a canvas cover or a cover made of other suitable material and delivered in a dry condition.

DELIVERY: To the Storage areas of each town.

DISCOUNT: Please state what discounts, if any, are available for salt deliveries taken before October 13, 2017.

Bids must be submitted on or before **10:00 A.M., Wednesday, September 28, 2017** to the Office of the Director of Public Works, Medfield Town Garage, 55 North Meadows Road, Medfield, MA 02052, at which time and place they will be publicly opened and read. Bidders or their representatives are invited to attend the opening of bid.

Selected envelopes are to be designated on the lower left hand corner "JOINT SALT BID".

The awarding authorities reserve the right to reject any or all bids and to award the bid in the best interest of their municipality. They also reserve to themselves the right to allow reasonable variations in the specifications should, in its sole opinion, such action be deemed to be in the best interest of the municipality.

STATEMENT OF BIDDER (1) MUST BE SIGNED AND ATTACHED \_\_\_\_

STATEMENT OF BIDDER (2) MUST BE SIGNED AND ATTACHED \_\_\_\_

BID BOND (5% of total bid) ATTACHED \_\_\_\_





**TOWN OF MEDFIELD**  
**BID: JOINT PURCHASE OF SALT 2017-2018**  
**(SODIUM CHLORIDE)**  
**BID FORM**

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

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

**SOLAR SALT DELIVERED**

UNIT PRICE (written) \_\_\_\_\_

UNIT PRICE (figures) \_\_\_\_\_

PICKUP POINT \_\_\_\_\_ TEL # \_\_\_\_\_

**CC SALT DELIVERED**

UNIT PRICE (written) \_\_\_\_\_

UNIT PRICE (figures) \_\_\_\_\_

PICKUP POINT \_\_\_\_\_ TEL # \_\_\_\_\_

SIGNATURE & TITLE \_\_\_\_\_

COMPANY & LOCAL REP. \_\_\_\_\_

DATED \_\_\_\_\_

**STATEMENT OF BIDDER (1)**

In accordance with the provisions of Chapter 701 of the Massachusetts Acts of 1983, the following statement is attached as part of the bid submitted.

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

DATE \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**COMPANY**

STATEMENT OF BIDDER (2)

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

\_\_\_\_\_  
\*Signature of Individual or  
Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer  
(Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # (Voluntary)  
or Federal Identification #

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

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



## **TOWN OF MEDFIELD**

### **BID: JOINT PURCHASE OF LIQUID CALCIUM CHLORIDE**

#### **TERMS & SPECIFICATIONS**

The Towns of Braintree, Bridgewater, Canton, East Bridgewater, Easton, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Sharon, Stoughton, Walpole, Weymouth and Wrentham will receive sealed bids for Liquid Calcium Chloride for snow and ice control for the 2017-2018 season for approximately 36,000 gallons total.

The quantity is approximate only, being given as a basis of comparison of bids, and the towns do not expressly, or by implication agree that the amount of Liquid Calcium Chloride will correspond therewith, but reserve the right to increase or decrease the quantity in accordance with their needs.

**BID BOND:** Bid Bond in the amount of 5% of the Bid price must be submitted with bid.

**Corrosion Inhibitor:** The inhibited Calcium Chloride should contain no less than the minimum inhibitor specified by the supplier.

**Corrosion Rate:** The corrosion rate shall be at least 70% lower than reagent grade sodium chloride tested under similar conditions. Testing methods for confirmation shall conform to the following requirements:

Coupon dip test, 72 hours 10 min. in / 50 min. out @ 65-80 degrees F ambient temperature.

Deicer diluted to 3% by weight.

Testing method: NACE Standard TMO 169-95 SHRP-H205.7

The successful contractor must submit results from testing to confirm results from an independent laboratory pertaining to Corrosion Rate. Neglecting to submit results will cause the disqualification of bidder.

**Precipitation & Flocculation:** The successful bidder must provide Calcium Chloride with No Precipitation of Flocculation & Solidification.

Test Method: Standing sample for 168 hours @ -2F.

**Specific Gravity:** Minimum Specific Gravity shall be 1.317

**Packaging and Packing:** The product shall be packed in a manner which will ensure arrival at destination in a satisfactory condition.

The product shall be delivered in bulk in tank trucks. Delivery shall be in load lots of 500 gallons or more and shall be made within 24 hours of request for delivery. Each delivery truck shall be equipped with pumps and hand hoses for the unloading.

Toxic Substance- Material Safety Data Sheets: Each contractor must submit at least two Material Safety Data Sheets.

Corrosion Inhibited Calcium Solution (32%): The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake  $\text{CaCl}_2$ . The calcium chloride shall meet the following material specification (see ASTM Designation D98; AASHTO-M144)

Calcium Chloride	32% +/- 1%
Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%
Phosphates	<5.000 PPM
Cyanide	<0.050 PPM
Arsenic	<1.000 PPM
Copper	<0.200 PPM
Lead	<0.400 PPM
Mercury	<0.005 PPM*
Chromium	<0.100 PPM
Cadmium	<0.100 PPM

Test Method: Standard Methods for the determination of water and waste, 19th Edition 1995  
Method 312OB/\*3112B

Typical (In Lb. per Gallon)

Calcium Chloride	4.50
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	<u>5.80</u>

Certification: With each shipment the Contractor shall provide certification that the product offered meets the above requirement and conforms to the manufacturer's specifications, standards and quality assurance practices and is the same as is offered for sale in the commercial marketplace.

**OR EQUAL**

Bids must be submitted on or before **8:30 A.M., Wednesday, September 27, 2017** to the Office of the Director of Public Works, Town of Medfield DPW Garage, 55 North Meadows Road, Medfield, MA 02052, at which time and place they will be publicly opened and read. Bidders or their representatives are invited to attend. Envelopes are to be sealed and marked on left hand corner "LIQUID CALCIUM CHLORIDE BID".

The awarding authorities reserve the right to reject any or all bids and to award the bid in the best interest of their municipality. They also reserve to themselves the right to allow reasonable variations in the specifications should, in its sole opinion, such action be deemed to be in the best interest of the municipality.

**AUTHORIZATION FOR PARTICIPATION IN JOINT PURCHASE OF SALT**

**2017-2018**

The Town of \_\_\_\_\_ hereby authorizes the Medfield Board of Selectmen to advertise the Joint Salt Bid for the 2017-2018 Season.

Approximate Quantity \_\_\_\_\_ Ton

Type:

TREATED SALT \_\_\_\_\_

Our town does not wish to participate in this year's JOINT SALT BID \_\_\_\_\_

Our town is willing to pay for this year's legal notice \_\_\_\_\_

SIGNED \_\_\_\_\_

For \_\_\_\_\_  
(Board or Department)

Address. \_\_\_\_\_

Tel. No. \_\_\_\_\_

Email Address \_\_\_\_\_

DATED \_\_\_\_\_



**TOWN OF MEDFIELD**  
**BID: JOINT PURCHASE OF SALT 2017-2018**

**ADDENDUM #1**

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

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

**TREATED SALT**

UNIT PRICE (written) \_\_\_\_\_

UNIT PRICE (figures) \_\_\_\_\_

PICKUP POINT \_\_\_\_\_ TEL # \_\_\_\_\_

**PICK UP PRICING FOR SOLAR SALT**

UNIT PRICE (written) \_\_\_\_\_

UNIT PRICE (figures) \_\_\_\_\_

PICKUP POINT \_\_\_\_\_ TEL # \_\_\_\_\_

**PICK UP PRICING FOR CC SALT**

UNIT PRICE (written) \_\_\_\_\_

UNIT PRICE (figures) \_\_\_\_\_

PICKUP POINT \_\_\_\_\_ TEL # \_\_\_\_\_





**ADDENDUM #1**

SIGNATURE & TITLE \_\_\_\_\_

COMPANY & LOCAL REP. \_\_\_\_\_

DATED \_\_\_\_\_

October 1, 2017

Medfield Board of Selectmen  
Town House  
Medfield, MA 02052

Board of Selectmen:

On behalf of the Medfield Garden Club, I would like to ask permission to place signs at several locations in town, advertising our annual Greens Sale. The signs would be in place November 26-December 2.

All of the proceeds from our sale are used for town beautification. Following is a list of locations where we would like to place signs:

1. Hartford Street and Route 109
2. Route 27 and South Street
3. Route 109 and Bridge Street
4. North Street and Dale Street
5. North Street and Harding Street
6. Harding Street at Hospital Road
7. North Meadows Road at Frairy Street
8. North Meadows Road at Transfer Station
9. North Meadows Road at Hospital Road

Thank you,

  
For the Medfield Garden Club  
Debbie Gaines  
27 Lois Lane  
Norfolk, MA 02056

RECEIVED

OCT 04 2017

MEDFIELD SELECTMEN



Evelyn Clarke <eclarke@medfield.net>

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## One day liquor license - 70 North St

1 message

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**Matt Triest** <matttriest@gmail.com>

Mon, Oct 9, 2017 at 8:28 PM

To: Evelyn Clarke <eclarke@medfield.net>

Hi Evelyn,

My name is Matt Triest and I own Be Charmed in Medfield. I am requesting a one-day wine and malt beverage permit for November 8th. I will be hosting a shopping party at my store. The event will be from approximately 5 pm to 8 pm.

Thanks,  
Matt Triest

-

Matt Triest  
Be Charmed  
70 North St  
Medfield, MA 02052



Evelyn Clarke <eclarke@medfield.net>

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## CAPSULE Lifestyle Inc. Event

1 message

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**Capsule Lifestyle Inc** <katie@capsulelifestyleinc.com>

Tue, Oct 10, 2017 at 2:10 PM

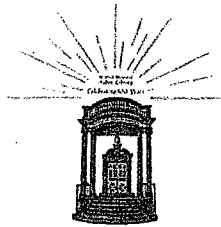
To: Evelyn Clarke <eclarke@medfield.net>

Good afternoon Evelyn,

I am hosting a "gifts" event for the holiday season November 2nd from 6:30 to 8:30. I am hoping to drum up holiday buying. I will have astraluna liquor at the store during the event. I wanted to see if I could get a one day permit for that.? Thank you as always.

Katie Walsh  
Owner of Capsule

# Informational



*Thank you for taking part in the  
Medfield Memorial Library Centennial Celebration*

*on*

*Sunday, October 1, 2017.*

*The Town of Medfield is very proud of its history and your  
participation in this celebration*

*of 100 years made the day even more special!*

*With our thanks,  
The Medfield Memorial Library Centennial Committee*

16 Margauxs Way  
Norfolk MA 02056

October 3, 2017

Bobby Kennedy, Jr., Public Works Dept., 459 Main St., Medfield MA 02052

Mike Sullivan, Town Administrator, 459 Main St., Medfield MA 02052

Thomas V. Sweeney, Chairman, Cemetery Commission, 61 North Street, Medfield MA 02052

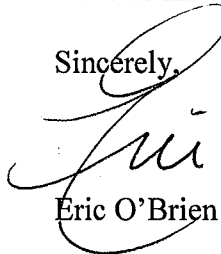
Robert Gregg, Keeper of Old Vine Lake Cemetery, 52 South Street, Medfield MA 02052

To all:

Recently Mike Lueders of Lueders Tree and Landscape and I visited the Vine Lake Cemetery property and our task was to get an inventory of the species of trees at the cemetery. We felt that the Latin name was not appropriate in this case. My intent will be to get a limited number of tags indicating the species of tree. I do not feel they need to go on every tree, but where we have lots of Norway Maples we could put one or two tags in the different sections.

Should you have any questions, please feel free to contact me. I owe a great deal of gratitude to Mike as his expertise is trees.

Sincerely,



Eric O'Brien

RECEIVED

OCT 08 2017

MEDFIELD SELECTMEN

Common Name	Latin
Acer ginnala	
Arborvitae	
Ash	
Atlantic Cedar	
Austrian Pine	
Beech	
Blue Spruce	
Bradford Pear	
Canadian Hemlock	
Cherry	Prunus
Crabapple	
Crimson King Maple	
Dawn Redwood	
Elm	
Fastigate Oak	
Fir	
Florida Dogwood	
Fringe Tree	Chionanthus virginicus
Hawthorn	
Hickory	
Honeylocust	
Japanese Tree Lilac	Syringa reticulata
Juniper	
Kousa Dogwood	
Lilac	
Linden	
Magnolia	

Common Name	Latin
Mountain Laurel	
Mulberry	
Norway Maple	
Norway Spruce	
Paperbark Birch	
Paperbark Maple	
PeeGee Hydrangea	
Privet Shrubs	
Purpleleaf Plum	
Red Oak	
Rhododendron carolina (small leaf)	
Rhododendron catawba (large leaf)	
Rose-of-Sharon	
Rutgers Dogwood	
Silverbell	
Snowball	Styrax japonica
Sourwood	
Sparkleberry Holly	
Stewartia	
Sugar Maple	
Sweetgum	
Sycamore (London Plane)	Platanus occidentalis
Treeform Yew	Taxus
Viburnum	
White Pine	
Zelkova	



**Law Office of  
MARK GORDON CEREL**

Medfield Professional Building  
5 North Meadows Road (Rte. 27)  
Medfield, MA 02052

Mailing Address:  
P.O. Box 9  
Medfield, MA 02052

Tel. (508) 359-5536  
Fax No: (508) 359-5133

October 10, 2017

David and Brenda Goldman  
25 Noon Hill Road  
Medfield, MA 02052

Re: Outstanding Conservation Commission Enforcement Order

Dear Mr. and Mrs. Goldman,

This office is Town Counsel for the Town of Medfield and, in that capacity, provides legal representation to the Town's Conservation Commission. This letter is a follow-up to Medfield Conservation Commission's correspondence and action relating to your property at 25 Noon Hill Road, as well as a response to your correspondence to the Commission.

The Medfield Conservation Commission administers and enforces both the state's Wetlands Protection Statute and the Town of Medfield's Wetlands Protection Bylaw; the Commission has jurisdiction of wetlands resource areas, as defined in both the statute and the local bylaw. Both the statute and bylaw require prior written application and approval from the Medfield Conservation Commission before performing any work in any wetlands resource area. Significant portions of your property lie within wetlands resource areas and there is evidence that you have performed work in those areas without complying with the approval process. As a result of this evidence being brought to the attention of the Conservation Commission Agent, she issued an enforcement order to you; that enforcement order required you to cease and desist from further work and to attend the Conservation Commission's next meeting to address the specified violations. You failed to attend not only that meeting, but also the Conservation Commission's meeting held on the evening of Thursday, October 5, although you did submit a hand-drawn "as-built" plan earlier in the day. At their October 5 meeting, the Conservation Commission reviewed the legal framework and factual basis for the enforcement order and voted to adopt it.

Having voted to adopt the wetland enforcement order, the Conservation Commission has a range of remedies available to it, including imposition of fines, both

David and Brenda Goldman  
October 10, 2017  
Page 2

civil and criminal, and initiation of legal proceedings to require remediation of disturbed wetlands resource areas. Notwithstanding the availability of these remedies and your failure to attend their prior meetings, the Medfield Conservation Commission's preference is to attempt to obtain your voluntary cooperation. Accordingly, the Conservation Commission is offering you one last opportunity to attend a meeting to work out a resolution; this meeting will take place on Thursday, October 19 at 7:30 p.m. in the Selectmen's meeting room on the second floor of the Medfield Town House at 459 Main Street. You are strongly encouraged to attend this meeting to avoid the expense and inconvenience that will necessarily result from litigation. Although you are welcome to engage legal counsel, you are particularly encouraged to retain the services of an environmental engineer or firm prior to the October 19 meeting to assist you in preparing a remediation plan.

If you have any questions, please feel free to contact the Conservation Commission Agent Leslee Willitts at telephone no. 508-906-3028 or myself at 508-359-5536.

Very truly yours,  
Law Office of Mark Gordon Cerel



Mark G. Cerel  
Medfield Town Counsel

MGC:ce

cc: Medfield Conservation Commission  
Medfield Board of Selectmen

RECEIVED

OCT 10 2017

MEDFIELD SELECTMEN



## **SPEAKING ENGAGEMENT**

Attorney Leo Peloquin will be conducting a workshop on "Employer Rights And Limitations In Addressing Employee Use Of Marijuana" (medicinal and recreational) at the Massachusetts Municipal Personnel Association Annual Labor Relations Seminar on October 27 at the Foxboro Regency Hotel and Conference Center.

## **AGENCY FEE CHALLENGE TO BE DECIDED BY U.S. SUPREME COURT**

The U.S. Supreme Court has agreed to hear Janus v. American Federation of State, County and Municipal Employees to decide whether public sector unions may require workers who are not members to help pay for collective bargaining. Mark Janus, an Illinois state government employee, is asking the court to overrule a 1977 decision in Abood v. Detroit Board of Education, where the court made a distinction between two kinds of compelled payments. The court said workers need not pay for the political activities of unions, like campaign spending, as that would violate their First Amendment rights, but it is constitutional to require nonmembers to help pay for the union's collective bargaining efforts.

## **OPEN MEETING LAW CHANGES IN EFFECT OCTOBER 6, 2017**

**T**he Attorney General's revisions to the Open Meeting Law (OML) regulations which took effect October 6 include the following:

- While notices must continue to be filed with the municipal clerk, the municipal website is the only alternative to posting the official notice on the bulletin board where the municipal clerk's office is located. Even though they will not be considered official notices, a municipality can still post notices in other locations. If the website is the official notice location and it becomes inaccessible to the public during the 48-hour window for posting, the website must be restored within 6 business hours of when the website deficiency is discovered. Otherwise, the 48-hour notice period starts anew.
- Remote participation still has to be adopted in the usual manner. But it will now be easier to justify remote participation. Previously, the chair had to determine that participation would be unreasonably difficult because of personal illness, personal disability, emergency, military service and/or geographic distance. Now, remote participation will be allowed, without any independent determination by the chair, if "physical attendance would be unreasonably difficult."
- There is no longer the requirement of an administrative law judge hearing before the Attorney General issues orders of nullification and reinstatement of an employee because of an OML violation. But a public body still has the right to appeal the Attorney General's order within 21 days.
- A public body that receives an order from the Attorney General must certify in writing to the Attorney General within 30 days that it has complied with the order. Typical orders requiring written certification include approval and release of meeting minutes and attendance at a training. No certification is required for orders of immediate and future compliance.
- A revision that mirrors the OML itself makes clear that while the Attorney General may fine a public body for an intentional violation of the OML, but a fine will not be imposed where the public body acted in good faith compliance with advice of counsel.
- Public bodies are obligated to approve both open and executive session meeting minutes in a "timely manner." Within thirty (30) days is considered timely although not a hard and fast requirement as there can be a showing of good cause for further delay.
- Complainants have been required to file complaints within 90 days of the alleged violation. Now, however, that time period has been extended "if the alleged violation could not reasonably have been known at the time it occurred..." to within 90 days of when of the date the alleged violation "should reasonably have been discovered."
- New members of the public body are now required to receive a copy of each Attorney General determination, over the prior five years, that the public body violated the Open Meeting Law.
- Although Attorney General's determinations have made it clear that public bodies must meet to review Open Meeting Law complaints, the revisions clarify this in the regulations.
- Public bodies can request mediation with a complainant who has filed five or more complaints within the prior 12 months. If the public body requests mediation and the complainant fails to participate, then the Attorney General may decline to review the complaint.

