

TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:

RECEIVED TOWN CLERK  
TOWN OF MEDFIELD, MASS.  
2018 MAR 30 A 11:21  
OFFICE OF THE  
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39, SECTION 13A AS AMENDED.

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room 2 <sup>nd</sup> floor	Tuesday April 3, 2018 @7:00 PM

## **AGENDA (SUBJECT TO CHANGE)**

6:15 PM Executive Session for the purpose of collective bargaining strategy

### **Announcement**

Disclosure of Video Recording

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

### **Citizen Comment**

### **Appointments**

7:05 PM Local Initiative Application (LIP) proposal for 41 Dale Street

Mr. John Kelly to present a proposal for thirty-six (36) unit 40B

### **Continued**

Discussion of Financial/Capital Policies

Remote Participation Policy

ALS Committee update

### **ACTION ITEMS**

Director of Public Works, Maurice Goulet requests the Selectmen vote to award the proposal for the SCADA System Review to Woodard & Curran, Engineers, Dedham, MA in the amount of \$12,800.00. And vote to sign the Town's standard contract.

Director of Public Works Maurice Goulet requests the Selectmen vote to award the bid for the Philip Street Bridge Replacement to New England Infrastructure, Inc., Hudson, MA in the amount of \$99,999.00.

Director of Public Works Maurice Goulet requests the Selectmen vote to sign Agreement for Engineering Consulting Services RE: Concept Plan – Route 109 to BETA Group, Inc., Norwood, MA in the amount of \$30,000.00

#### **LICENSES AND PERMITS (CONSENT AGENDA)**

Church of the Advent requests permission to place signs two weeks prior to their annual plant sale on May 12

Medfield Garden Club requests permission to post signs advertising their Annual Spring Plant Sale to take place Saturday May 19, 2018

Russ Hallisey, member New Life Furniture Bank-5K Trail Run Committee requests a one-day wine and malt beverage permit for the event on May 5, 2018 to be held on the State Hospital site

Medfield High School Cross Country Team request permission to hold a fundraising car wash behind Town Hall on Sunday September 16, 2018

#### **Town Administrator Update**

#### **Selectmen Report**

#### **Informational**

Copy of Norfolk County Mosquito Control District fy19 estimated Cherry Sheet Assessment  
ZBA public hearing notice – Wednesday April 11, 2018 to consider opening time change from 6 AM to 5 AM for Dunkin' Donuts, 563 Main Street from  
From Medfield Conservation Commission copy of legal notice

RECEIVED  
TOWN OF MEDFIELD, MASS  
2018 MAR 30 A 11:21  
OFFICE OF THE  
TOWN CLERK

E. Clarke  
3-30-18

# MEDFIELD GREEN

## MEDFIELD, MA

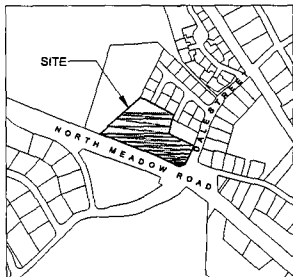
OWNER / DEVELOPER  
MEDFIELD MEADOWS LLC.  
25 Haven Street  
Dover, MA 02030

DEVELOPMENT CONSULTANT  
SEB LLC  
165 Chestnut Hill Avenue #2  
Brighton, MA 02135

ARCHITECT  
WINSLOW ARCHITECTS, INC.  
89 Massachusetts Avenue  
Arlington, MA 02474

CIVIL ENGINEER  
RONALD TIBERI, P.E.  
9 Massachusetts Avenue  
Natick, MA 01760

CHENEY ENGINEERING CO., INC.  
53 Mellen Street  
Needham, MA 02494



LOCUS PLAN - MEDFIELD MA

<u>DEVELOPMENT SUMMARY</u>	<u>NORTH</u>
LAND AREA:	2.93 ACRES
NO. OF UNITS:	36 UNITS
SALES 12	
RENTAL 24	
NO. OF PARKING SPACES:	70 SPACES

<u>LIST OF DRAWINGS</u>	
1 of 6	TITLE SHEET
2 of 6	SITE PLAN
3 of 6	TOWNHOUSE/APARTMENT PLANS & ELEVATIONS
4 of 6	TOWNHOUSE/APARTMENT PERSPECTIVE
5 of 6	DUPLEX COTTAGE PLANS & ELEVATIONS
6 of 6	TRIPLEX COTTAGE PLANS & ELEVATIONS



Date Issued:  
02-06-18



WINSLOW  
ARCHITECTS  
INC.

89 MASSACHUSETTS AVE.  
ARLINGTON, MA 02474  
P: 781 648-8900  
F: 781 648-8901

[www.winslowarchitects.com](http://www.winslowarchitects.com)

Client/Developer:  
MEDFIELD GREEN LLC

12 Haven Street  
Dover, MA 02030

Project:

MEDFIELD GREEN

Medford Road / Dale Street  
Medford, MA 02052

Drawing:

TITLE SHEET

Revisions:		
No.	Description	Date
	ADDED PARKING	3/28/18

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WINSLOW ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WINSLOW ARCHITECTS, INC.

© 2018 WINSLOW ARCHITECTS, INC.

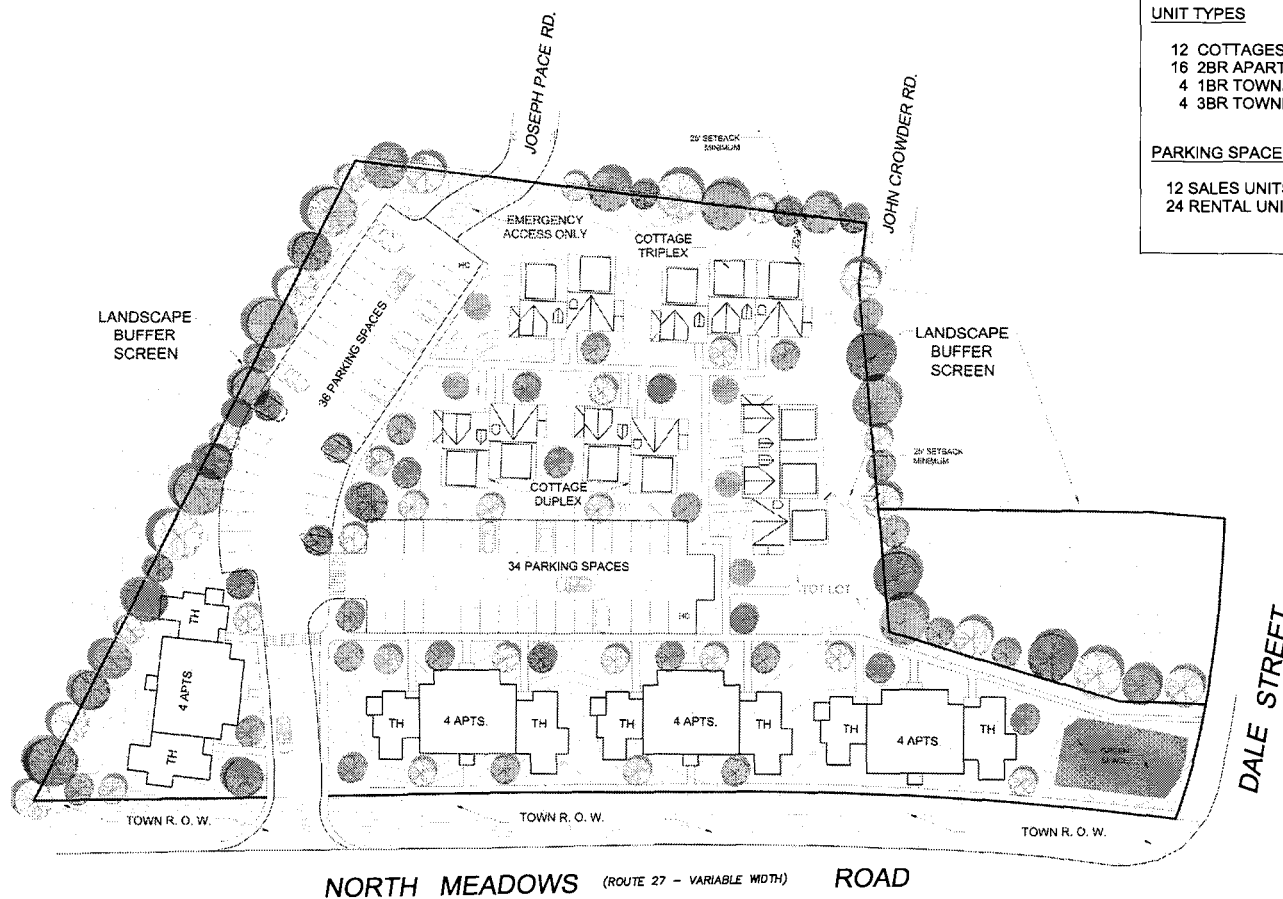
Stamp:

Project number:

16-515

Sheet:

1 of 6



# DEVELOPMENT SUMMARY

LAND AREA	2.93 acres.
NO. OF UNITS	36
UNIT TYPES	
12 COTTAGES @ 1,800SF. +/-	SALES
16 2BR APARTMENTS @ 900SF. +/-	RENTAL
4 1BR TOWNHOUSES @ 750SF. +/-	RENTAL
4 3BR TOWNHOUSES @ 1,300SF. +/-	RENTAL
PARKING SPACES	70 SPACES
12 SALES UNITS	36 PARKING
24 RENTAL UNITS	34 PARKING

MEDFIELD GREEN

MEDFIELD, MA

SITE PLAN

Date Issued:  
02-06-18



WINSLOW  
ARCHITECTS  
INC.

88 MASSACHUSETTS AVE.  
ARLINGTON, MA 02474  
P: 781.948.8900  
F: 781.948.8901  
www.winslowarchitects.com

Owner/Developer:

MEDFIELD GREEN LLC

12 Haven Street  
Dorset, MA 02030

Project:

MEDFIELD  
GREEN

Meadow Road / Dale Street  
Medfield, MA 02052

Drawing:

SITE PLAN

Revisions:

No.	Description	Date
1	ADDED PARKING	3/29/18

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WINSLOW ARCHITECTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF WINSLOW ARCHITECTS, INC. IS STRICTLY PROHIBITED.

© 2018 WINSLOW ARCHITECTS, INC.

Stamp:

Project number:

16-515

Sheet:

2 of 6

Date Issued:  
02-06-18



16 MASSACHUSETTS AVE.  
ARLINGTON, MA 02474  
P: 781 648.8800  
F: 781 648.8801  
www.winslowarchitects.com

Owner/Developer:  
MEDFIELD MEADOWS LLC  
25 Haven Street  
Dover, MA 02030

Project:  
MEDFIELD GREEN

Medford Road / Dan Street  
Medfield, MA 02052

Drawing:

TOWNHOUSE/  
APARTMENT  
PLANS &  
ELEVATIONS

Revision	By	Description	Date

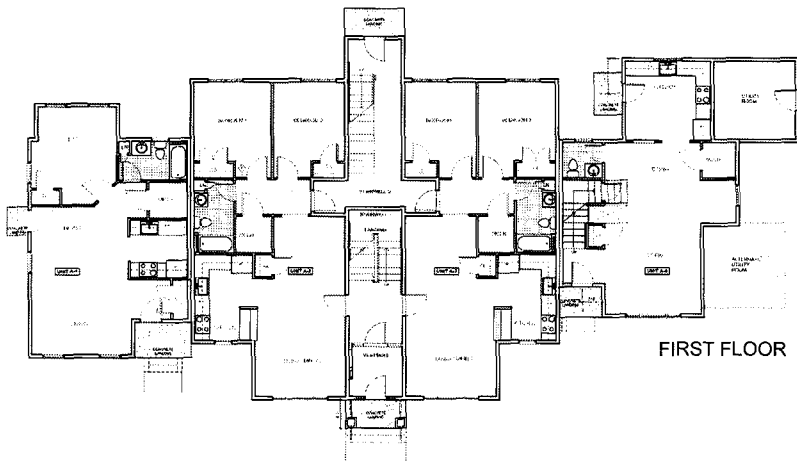
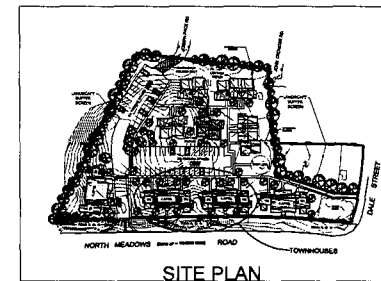
ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WINSLOW ARCHITECTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF WINSLOW ARCHITECTS, INC. IS PROHIBITED.

© 2018 WINSLOW ARCHITECTS, INC.

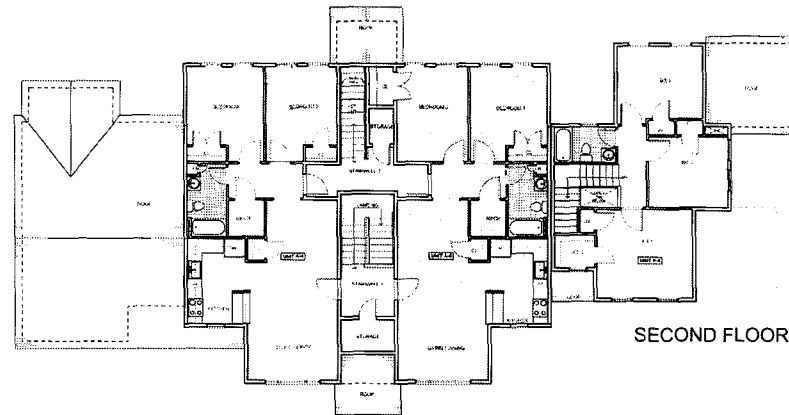
Stamp:

Project number:  
16-515

Sheet:  
3 of 6



FIRST FLOOR



SECOND FLOOR

1BR  
TOWNHOUSE

(2) 2BR  
APARTMENTS

3BR (1st Floor)  
TOWNHOUSE

(2) 2BR  
APARTMENTS

3BR (2nd Floor)  
TOWNHOUSE



TYPICAL APARTMENT BUILDINGS ( 4 FLATS + 2 TOWNHOUSES)

MEDFIELD GREEN

MEDFIELD, MA

TOWNHOUSE/APARTMENT - RENTAL



# MEDFIELD GREEN

MEDFIELD, MA

# TOWNHOUSE/APARTMENT - RENTAL

Date Issued:  
02-06-18



WINSLOW  
ARCHITECTS  
INC.

69 MASSACHUSETTS AVE.  
ARLINGTON, MA 02474

P: 781 643 6600

F: 781 643 6601

www.winslowarchitects.com

Client/Developer:

MEDFIELD MEADOWS LLC

25 Haven Street  
Dover, MA 02030

Project:

MEDFIELD  
GREEN

Medfield Road / Oak Street  
Medfield, MA 02052

Drawing:

TOWNHOUSE/  
APARTMENT  
PERSPECTIVE

Revisions:

No.	Description	Date

THIS DRAWING IS THE PROPERTY OF WINSLOW ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WINSLOW ARCHITECTS, INC.

© 2018 WINSLOW ARCHITECTS, INC.

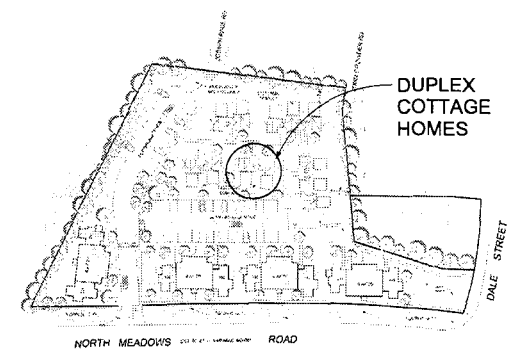
Sheet:

Project number:

16-515

Sheet:

4 of 6



MEDFIELD, MA

$$1/4'' = 1'-0''$$

02/06/18



WINSLOW  
ARCHITECTS  
INC.

89 MASSACHUSETTS AVE.  
ARLINGTON, MA 02474  
P: 781.648.6600  
F: 781.648.6601  
[www.winslowarchitects.com](http://www.winslowarchitects.com)

**Consultant:**

Owner/Developer:

MEDFIELD  
MEADOWS LLC

Project:

MEDFIELD GREEN

**Drawing:**

**DUPLEX  
COTTAGE  
PLANS &  
ELEVATIONS**

## Revisions

[illegible]

Stamp:

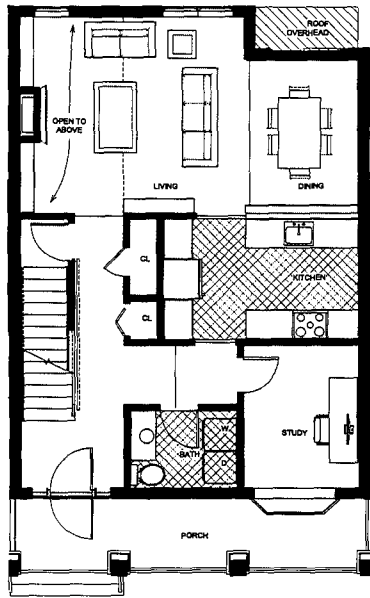
ANY PERFORMANCE OR PERFORMANCE ON LINE OF THE  
SUSPECTED SUBJECT? THE FIRST TWO PERFORMANCES  
WERE NOT SUFFICIENT TO BE PROMOTED TO  
SUSPECTED SUBJECT AND PROMOTED TO THE FULL  
SUSPECTED SUBJECT.

Project number:

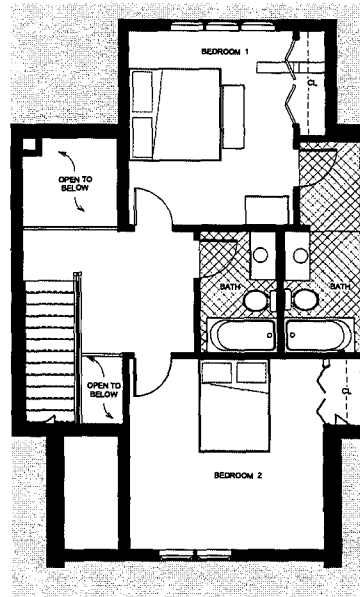
16-515

Sheet:

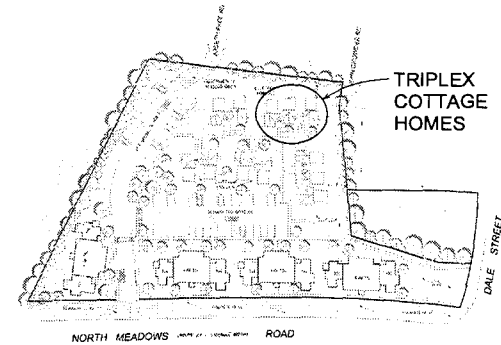
5 OF 6



MIDDLE UNIT - FIRST FLOOR



MIDDLE UNIT - SECOND FLOOR



TRIPLEX  
COTTAGE  
HOMES

Date Issued:

02/06/18



WINSLOW  
ARCHITECTS  
INC.

88 MASSACHUSETTS AVE.  
ARLINGTON, MA 02174  
P: 781 648-8800  
F: 781 648-8801  
www.winslowarchitects.com

Consultant:

Owner/Developer:

MEDFIELD  
MEADOWS LLC

Project:

MEDFIELD GREEN

Drawing:

TRIPLEX  
COTTAGE  
PLANS &  
ELEVATIONS

Revisions:

No.	Description	Date

Stamp:

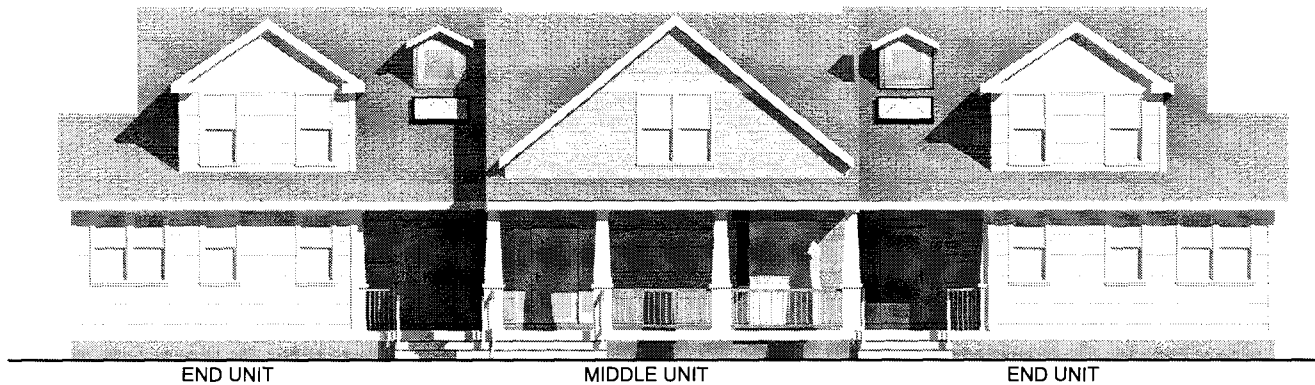
THIS DOCUMENT IS THE PROPERTY OF WINSLOW ARCHITECTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WINSLOW ARCHITECTS, INC.

Project Number:

16-515

Sheet:

6 OF 6



END UNIT

MIDDLE UNIT

END UNIT

TRIPLEX COTTAGE HOMES

MEDFIELD GREEN

MEDFIELD, MA

TRIPLEX COTTAGE HOMES - SALES

1/4" = 1'-0"



---

# Medfield Green

**29<sup>th</sup> March 2018**

## **TIMELINE TO DATE**

<b>Jan 2017</b>	MassHousing issue denial letter
<b>Feb 2017</b>	MassHousing meeting
<b>May 2017</b>	Meet Medfield town staff to present new proposal
<b>June 2017</b>	Meet Medfield town staff with updated proposal
<b>July 2017</b>	Present 95 unit proposal to abutters @ Medfield Legion
<b>Sept 2017</b>	Meet with Medfield town staff & Selectman Marcucci
<b>Oct 2017</b>	Meet Medfield town staff MRAH meeting #1
<b>Nov 2017</b>	Meeting w/ town staff
<b>Dec 2017</b>	MRAH & Allendale meeting #2
<b>Jan 2018</b>	Medfield AHT meeting #1
<b>Feb 2018</b>	Medfield AHT meeting #2 Medfield AHT meeting #3
<b>Mar 2018</b>	Medfield AHT meeting #4
<b>Apr 2018</b>	Board of Selectmen Meeting #1

## PROJECT DETAILS

### Key Contributions from AHT & MRAH meetings

- Reduction of development from 40 units to 36 units.
- Removal of 39 Dale St from development proposal - in order to preserve and enhance the existing corner of Dale/27/Frairy. Intention is to create a green space / pocket park on the corner.
- Offer both for-sale (12) & rental (24) units in the project - this was a clear preference from vast majority involved, even though it meant reducing the Allendale buffer from 50' in our all rental proposal, to 25' in the current proposal.
- Projects car ingress/egress now 500'+ from intersection of Dale/27 in order to minimize impact on the intersection during heavy traffic periods.
- Removal of Joseph Pace as public or resident ingress/egress for both car and foot traffic. Joseph Pace Rd access only for emergency vehicles through a gate via an opticon system. We have also provided a footpath connecting all to units directly onto Dale St.
- Significant landscaping and fencing planned to buffer abutters from project. Also to deter foot traffic on John Crowder Rd.
- Increase parking spaces from a total of 60 (1.66 / unit) to 70 (1.94 / unit).
- Inclusion on floor plans which can appeal to seniors; specifically units with master bedroom and living area on the ground floor; 23 of the 36 units have this design element.

### Development Details

	Units	Market	Affordable	SHI Count	Av. Unit SF	Total SF	BR Count	Parking	Parking Ratio	Master & Living on GF Level
<b>Sales</b>										
2BR	2	1	1	1	1,600	3,200	4			0
3BR	10	8	2	2	1,800	18,000	30			10
<b>Total Sales</b>	<b>12</b>	<b>9</b>	<b>3</b>	<b>3</b>	<b>1,767</b>	<b>21,200</b>	<b>34</b>	<b>24</b>	<b>2 : 1</b>	<b>10</b>
<b>Rental</b>										
1BR	5	3	2	5	750	3,750	5			5
2BR	16	13	3	16	900	14,400	32			8
3BR	3	2	1	3	1,300	3,900	9			0
<b>Total Rental</b>	<b>24</b>	<b>18</b>	<b>6</b>	<b>24</b>	<b>3,150</b>	<b>22,050</b>	<b>46</b>	<b>46</b>	<b>1.92 : 1</b>	<b>13</b>
<b>TOTAL</b>	<b>36</b>	<b>27</b>	<b>9</b>	<b>27</b>	<b>1,201</b>	<b>43,250</b>	<b>80</b>	<b>70</b>	<b>1.94 : 1</b>	<b>23</b>

## Estimated Permitting & Development Timeline

<b>Mar 2018</b>	AHT Endorsement
<b>April 2018</b>	BoS Endorsement Application to DHCD (60 - 90 Days)
<b>Jun 2018</b>	Close on 41 Dale St
<b>July 2018</b>	Receive Project Eligibility Letter from DHCD
<b>Aug 2018</b>	ZBA Application (90+ Days)
<b>Nov 2018</b>	ZBA Approval
<b>Dec 2018</b>	Decision Filed with Town Clerk
<b>Jan 2019</b>	Building Permit Application
<b>Feb 2019</b>	Building Permits Issued
<b>April 2019</b>	Construction Begins
<b>April - Nov 2020</b>	Occupancy Permits Issued - (Phasing TBD)

## Density

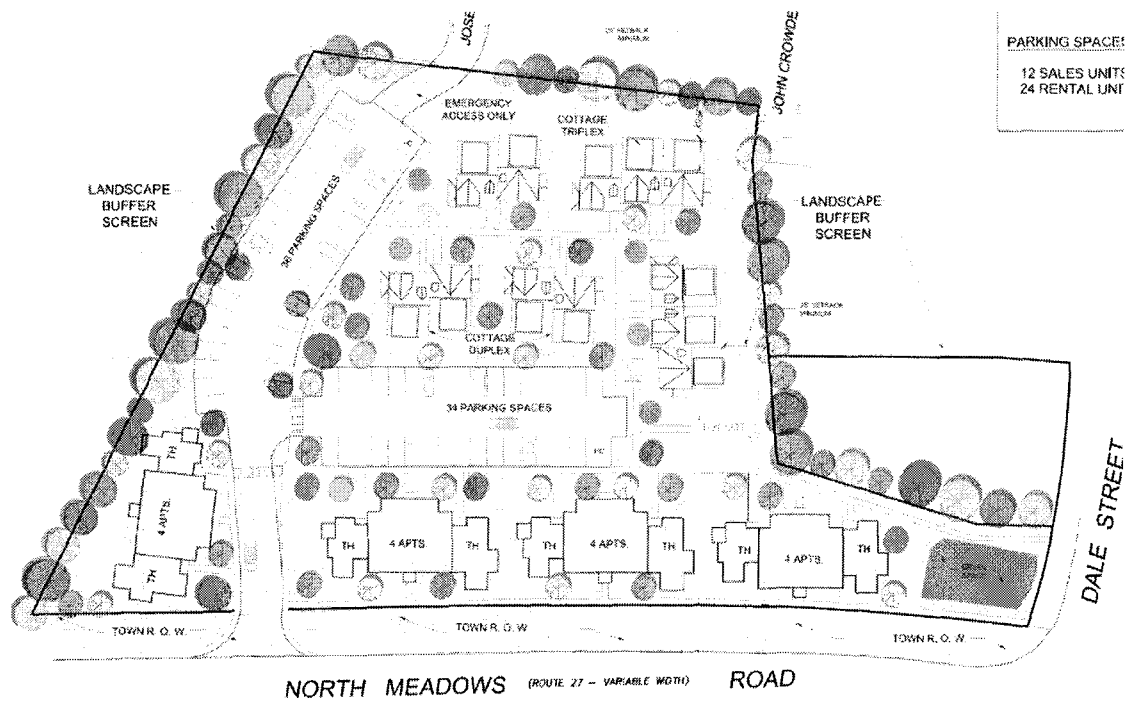
	<i>Status</i>	<i>Acre</i>	<i>Units</i>	<i>Units/ Acre</i>	<i>Distance from Town Hall</i>
Chapel Hill Landing	Permitted	8.03	49	6.10	2.5
67 North St	Permitted	0.69	8	11.62	
71 North St	BOS Support	0.23	8	34.85	
<b>North St - Combined</b>		<b>0.92</b>	<b>16</b>	<b>17.42</b>	<b>0.2</b>
90 N Meadows	BOS Support	1.59	16	10.06	1.2
383-385 Main St	Early AHT Process	0.42	8	19.03	0.3
41 Dale St	AHT Support	2.93	36	12.29	0.6

## Access

Car ingress/egress via North Meadows Rd - 500'+ from Dale/27 intersection.

Emergency vehicle access via Joseph Pace Rd through an opticon gate system.

Footpath along North Meadows & connecting development units to Dale St.

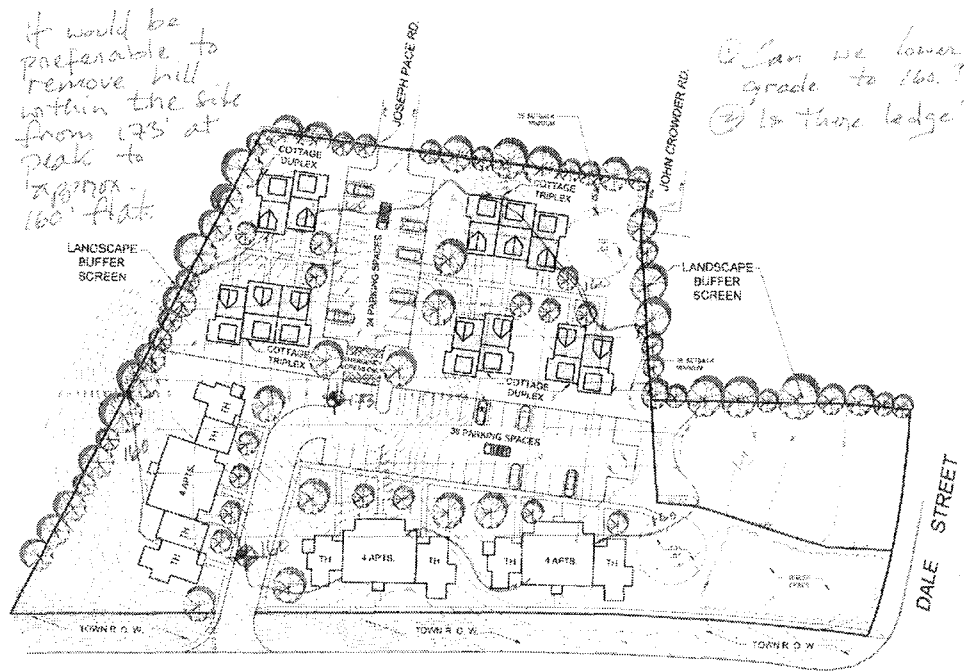


## Parking

	Units	Parking Spaces	Spaces / Unit	Notes:
The Parc	92	157	1.71	
90 North Meadows	16	24	1.50	
North St - Combined	16	45	2.81	Also serves retail parking
41 Dale St - Combined	36	70	1.94	
41 Dale St - For Sale	12	24	2.00	
41 Dale St - Rental	24	46	1.92	

## Project Elevation & Building Heights

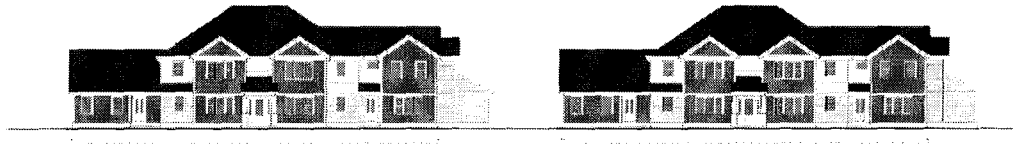
Currently, 41 Dale St has a peak height of 173'. We plan to lower this to a maximum of 160' throughout the site. At the new height of 160', the base of the buildings will only sit 3'-4' higher than abutters.



Note: Above plan is to demonstrate where site will be lowered to 160'. Buildings on plan are taken from a previous iteration.

---

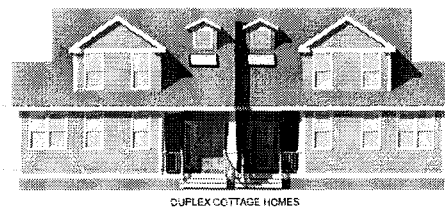
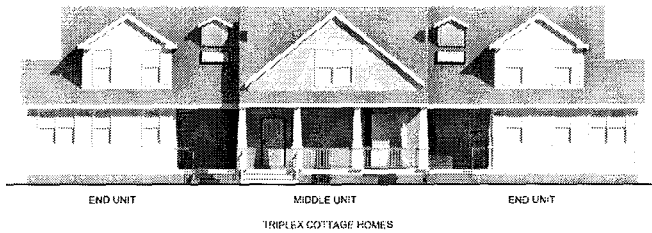
Our proposed buildings, will have elevations of 30' - 35'. This is under the RS zoning height limit, the less of 35' or 2.5 stories.



TYPICAL GARDEN APARTMENT BUILDINGS - (4 FLATS + 2 TOWNHOUSES)



TYPICAL TOWNHOUSE BUILDINGS - (6 TOWNHOUSES)



## Architecture

All buildings will be completed in a traditional New England style. Our architect, John Winslow has carried out many successful developments in this style, specifically the townhouse rental style that allows us to 'disguise' modern apartments in buildings which appear to be traditional New England homes.



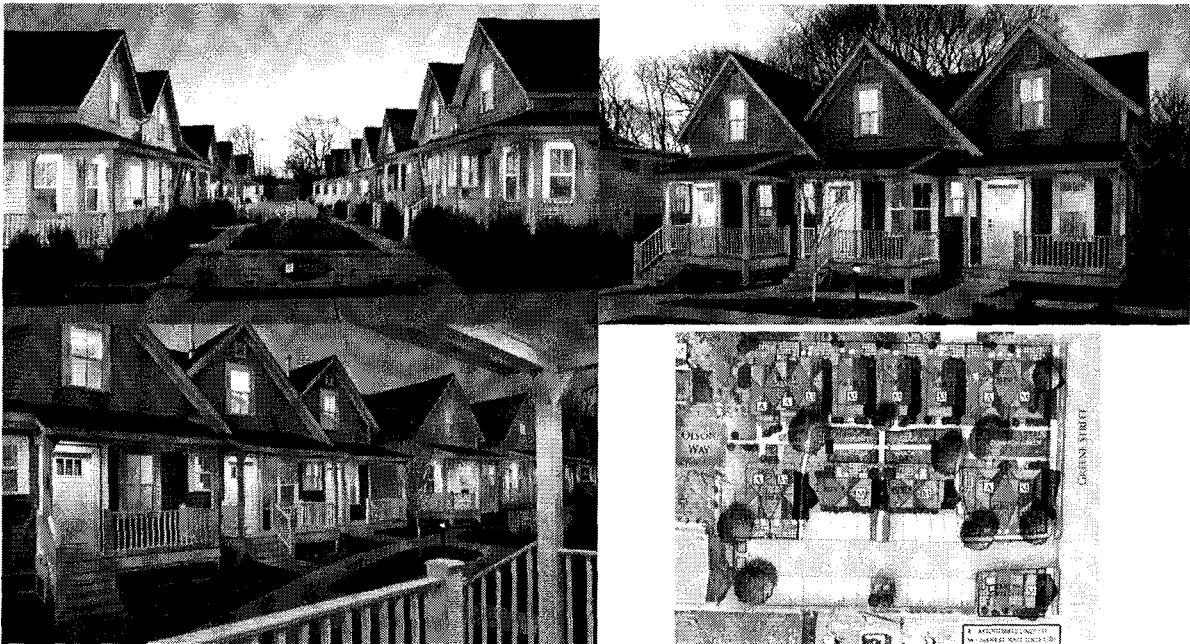
Note: This image is not a rendering of the current 4 apartment + 2 townhouse blocks. This image from a previous proposal, but gives a sense of the style of the proposed rental buildings.



---

Inspiration for the for-sale units comes from Cottages on the Green, a 15 unit award winning new urbanism project from East Greenwich, RI. The key elements of the project that we are emulating are:

- Centralized surface parking allows low building heights, in duplex & triplex blocks.
- Centralized parking removes the need for driveways, allowing the project to have a courtyard between the homeownership units which will be used for green spaces, gardening and walkways.
- Modest unit sizes - 1,600 (2BR) - 1,800(3BR) SF unit *plus* finished basement.





---

## **Project Management**

Both the rental properties and the HOA for the 12 for sale properties will be managed by a 3rd party operator. We are in early discussions with several operators, we are open to suggestions with regards to management companies but assure the town that the project will be professionally managed for a credible 3rd party operator.

We have budgeted a management fee of 7.5% of gross rental receipts plus the fee generated from the HOA of the 12 for sale properties, which is to be determined.

We have also budgeted a reserve of \$100,000 for the lease up and operating budget.

## **Financial Metrics**

- We are schedule to close on purchase of 41 Dale St on June 28. We intend to close in cash and pursue construction financing once permits are in hand.
- We will require c. \$10M - \$11M in construction financing, a LTV of c.70%
- Our development budgets include a 5% contingency cost on all hard and soft costs.
- We are assuming a 1.2 debt coverage ratio for the rental property.

## **Rental Details & Pricing**

We believe there is a lack of mid-high end rental in Medfield. Much of the existing stock is dated and lacking the features needed to command a higher rent.

We are proposing finishes in line with newer, high end developments in the greater area like Moderna in Natick in order to attract high end renters looking for a premium product. Our rental units will feature:

- Bright, open floor plan units with 9' ceiling.
- Quartz countertops & stainless steel appliances.
- Washer/Dryer in each unit.
- Modern bathroom finishes.
- Wood floor in living rooms.

We are forecasting market rents of:

- 1BR @ \$2,100.
- 2BR @ \$2,500.
- 3BR @ \$3,000.

---

This is slightly above other proposed LIP projects and significantly above existing Medfield rental stock.

Using Natick as an example, Moderna and the Mills building are essentially side-by-side in Natick Center, but because of the quality of Moderna units as compared to the dated Mills building, the Moderna units rent for 2x the Mills units. We aim to achieve a 50%+ premium over the average Medfield rental stock and a similar level as achieved/forecast by the North St projects and the proposed 90 North Meadows LIP.

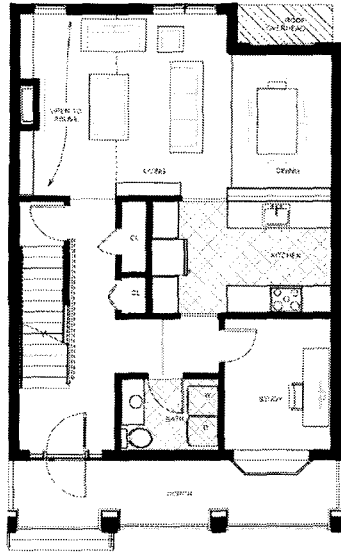
A detailed rental study will be carried out for financing purposes, but research to date and communication with town realtors lead us to believe these rental numbers are reasonable and accurate.



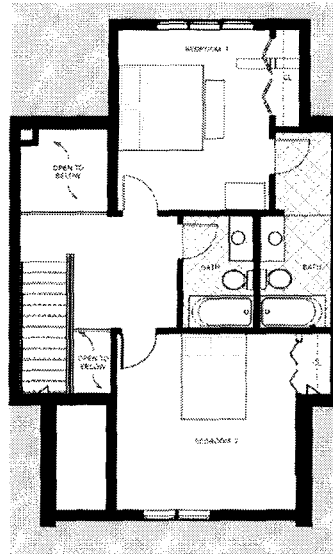
For more details - see market rent comp sheet.

## For-Sale Details & Pricing

2BR Market - 1,600SF + finished basement @ \$528,000+ (\$330+PSF)

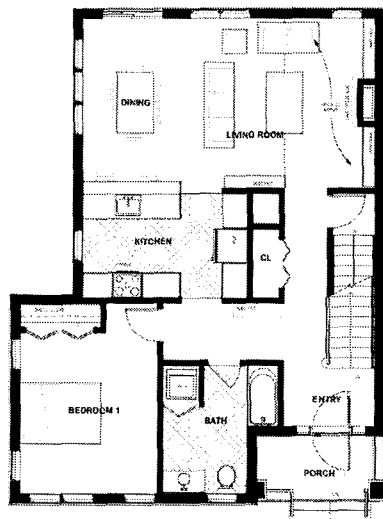


MIDDLE UNIT - FIRST FLOOR

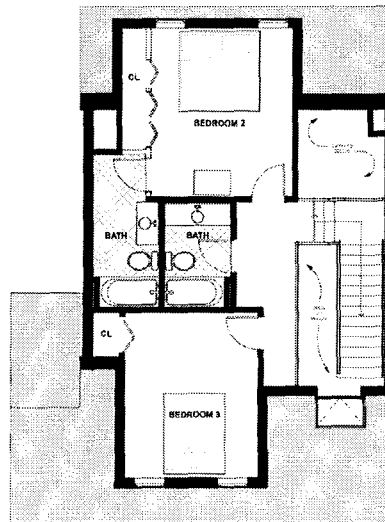


MIDDLE UNIT - SECOND FLOOR

3BR Market - 1,800SF + finished basement @ \$594,000+ (\$330+PSF)



FIRST FLOOR



SECOND FLOOR

Medfield Median House Sales Price - \$670,000 (\$294 PSF)

**Medfield Green - Homeownership Budget**

2/20/2018

**DEVELOPMENT BUDGET**

Project Inputs		Average Price Per Unit	
Total Units	12		
3BR Market	8		
2BR Market	1		
3BR Affordable Units	2	Affordable 3 BR Sales Price	\$210,900
2BR Affordable Units	1	Affordable 2 BR Sales Price	\$191,500
3BR Unit SF	1,800		
2BR Unit SF	1,600		
Total Square Feet	21,200	Sales Price Per SF	\$330
Hard Cost Variables			
Construction Cost Per SF	\$145		
Hard Cost Contingency	5%		

**USES**

Site Acquisition		PER UNIT	TOTAL
Land Acquisition			
	TOTAL	\$41,667	\$500,000
HARD COSTS		PER UNIT	TOTAL
House Demolition		\$583	\$7,000
Tree Removal		\$2,917	\$35,000
Earthwork		\$5,833	\$70,000
Geo-Technical		\$2,917	\$35,000
Utilities connection fees		\$5,250	\$63,000
Telephone, electric, cable, gas		\$4,725	\$56,700
Stormwater Detention		\$9,479	\$113,750
Site Improvements		\$2,917	\$35,000
Landscaping		\$2,625	\$31,500
Roads & Walks & Parking		\$7,875	\$94,500
Site Development Total		\$45,121	\$541,450
Construction @	21,200 GSF	\$256,167	\$3,074,000
Contingency @	5%	\$15,064	\$180,773
Sub-Total Hard Costs		\$358,019	\$4,296,223

SOFT COSTS			
Permit/Survey/Fees		\$2,500	\$30,000
Architectural		\$13,333	\$160,000
Environmental/Site Engineering		\$3,333	\$40,000
Condo Doc Legal		\$500	\$6,000
Legal		\$1,500	\$18,000
Deed Stamps, Recording and Legal Closing		\$3,000	\$36,000
Insurance		\$1,667	\$20,000
Taxes		\$667	\$8,000
40B Cost Certification Bond		\$2,500	\$30,000
Monitoring Agent Fee		\$1,500	\$18,000
Appraisal & MCHD Fees		\$417	\$5,000
Peer Review Consultant		\$1,000	\$12,000
Accounting		\$1,500	\$18,000
Financing Fee/Origination		\$3,333	\$40,000
Construction Loan Interest		\$16,667	\$200,000
Soft Cost Contingency	5%	\$2,562	\$30,740
Market Unit Sales Costs	5%	\$21,875	\$262,500
Lottery Unit Marketing Cost		\$1,500	\$18,000
Developer Overhead		\$4,000	\$48,000
Sub-total Soft Costs		\$83,353	\$1,000,240

**SUB-TOTAL DEVELOPMENT COSTS** **\$441,372** **\$5,296,463**

**SOURCES**

3BR Affordable Units	2	\$210,900	\$421,800
2BR Affordable Units	1	\$191,500	\$191,500
3BR Market Units	8	\$594,000	\$4,752,000
2BR Market Units	1	\$528,000	\$528,000
<b>TOTAL SALES REVENUES</b>			<b>\$5,893,300</b>

**PROFIT (LOSS)** **\$596,838**  
**% PROFIT** **10.1%**

## 2 Bedroom Affordable Unit - Medfield

<b>Purchase Price Limits</b>	
<b>Housing Cost:</b>	
<b>Sales Price</b>	<b>\$191,500</b>
<b>5% Down payment</b>	<b>\$9,575</b>
<b>Mortgage</b>	<b>\$181,925</b>
<b>Interest rate</b>	<b>4.79%</b>
<b>Amortization</b>	<b>30</b>
<b>Monthly P&amp;I Payments</b>	<b>\$953.40</b>
<b>Tax Rate</b>	<b>\$17.03</b>
<b>monthly property tax</b>	<b>\$272</b>
<b>Hazard insurance</b>	<b>\$96</b>
<b>PMI</b>	<b>\$118</b>
<b>Condo/HOA fees (if applicable)</b>	<b>\$100</b>
<b>Monthly Housing Cost</b>	<b>\$1,539</b>
<b>Necessary Income:</b>	<b>\$61,567</b>
<b>Household Income:</b>	
<b># of Bedrooms</b>	<b>3</b>
<b>Sample Household size</b>	<b>4</b>
<b>80% AMI/"Low-Income" Limit</b>	<b>\$70,350</b>
<b>Target Housing Cost (80%AMI)</b>	<b>\$1,759</b>
<b>10% Window</b>	<b>\$61,556</b>
<b>Target Housing Cost (70%AMI)</b>	<b>\$1,539</b>

As of Feb 20 2018

+ 50 basis points

FY2018

FY 2017

### 3 Bedroom Affordable Unit - Medfield

<b>Purchase Price Limits</b>	
<b>Housing Cost:</b>	
<b>Sales Price</b>	<b>\$210,900</b>
<b>5% Down payment</b>	<b>\$10,545</b>
<b>Mortgage</b>	<b>\$200,355</b>
<b>Interest rate</b>	<b>4.79%</b>
<b>Amortization</b>	<b>30</b>
<b>Monthly P&amp;I Payments</b>	<b>\$1,049.98</b>
<b>Tax Rate</b>	<b>\$17.03</b>
<b>monthly property tax</b>	<b>\$299</b>
<b>Hazard insurance</b>	<b>\$105</b>
<b>PMI</b>	<b>\$130</b>
<b>Condo/HOA fees (if applicable)</b>	<b>\$125</b>
<b>Monthly Housing Cost</b>	<b>\$1,710</b>
<b>Necessary Income:</b>	<b>\$68,399</b>
<b>Household Income:</b>	
<b># of Bedrooms</b>	<b>3</b>
<b>Sample Household size</b>	<b>4</b>
<b>80% AMI/"Low-Income" Limit</b>	<b>\$78,150</b>
<b>Target Housing Cost (80%AMI)</b>	<b>\$1,954</b>
<b>10% Window</b>	<b>\$68,381</b>
<b>Target Housing Cost (70%AMI)</b>	<b>\$1,710</b>

As of Feb 20 2018

+ 50 basis points

FY2018

FY 2017

Medfield Green  
Medfield MA  
2/20/2018

# DEVELOPMENT BUDGET

	Per Unit	Total
Acquisition Value	\$44,167	\$1,060,000
<b>Hard Costs</b>		
Site Preparation/Work	\$41,898	\$1,005,550
Construction (residential)	\$124,031	\$2,976,750
Garage	\$0	\$0
Contingency	\$8,296	\$199,115
<b>Sub-Total Hard Costs</b>	<b>\$174,226</b>	<b>\$4,181,415</b>
<b>Soft Costs</b>		
Appraisal/Market Study	\$417	\$10,000
Marketing/Initial Rent-up	\$833	\$20,000
Taxes	\$833	\$20,000
Utility Usage	\$417	\$10,000
Insurance	\$833	\$20,000
Construction Loan Interest	\$12,500	\$300,000
Fees - construction lender	\$2,500	\$60,000
Architecture/Engineering	\$8,333	\$200,000
Survey, permits	\$3,333	\$80,000
Construction Manager	\$4,167	\$100,000
Bond Premiums (P&P/Lien bond)	\$2,917	\$70,000
Environmental/Civil Engineer	\$3,333	\$80,000
Legal	\$2,500	\$60,000
Title & Recording	\$833	\$20,000
Accounting & 40B Cost Certification	\$1,042	\$25,000
MCHD Application Fee	\$417	\$10,000
40B Mediation Fund Fee	\$104	\$2,500
40B Land Appraisal (as-is appraisal)	\$208	\$5,000
40B Final Approval Processing fee	\$83	\$2,000
40B Monitoring Agent Fees	\$625	\$15,000
Development consultant	\$4,167	\$100,000
Lottery consultant	\$833	\$20,000
ZBA peer review consultants	\$625	\$15,000
Soft Cost Contingency @ 5%	\$2,593	\$62,225
<b>Sub-Total Soft Costs</b>	<b>\$54,447</b>	<b>\$1,306,725</b>
Allowable Developer Overhead & Fee	\$33,096	\$794,314
<b>Capitalized Reserves</b>		
Initial Rent-Up Reserves	\$1,042	\$25,000
Operating Reserves	\$3,125	\$75,000
Sub-Total Capitalized Reserves	\$4,167	\$100,000
<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$310,102</b>	<b>\$7,442,454</b>

## DEVELOPMENT SOURCES

Permanent Loan	\$5,118,451
Equity Required	\$2,324,003
less Developer Overhead/Fee contributed	-\$794,314
less land contributed	
Developer Cash Equity Required	\$1,529,689
<b>TOTAL DEVELOPMENT SOURCES</b>	<b>\$7,442,454</b>

PROJECT DATA	
Number of Units	24
Number of below ground parking spaces	0
Total GSF	22,050
Construction cost/GSF	\$195.00
Parking Construction Cost per Space	\$0
Construction Period (in months)	18
Construction Loan Interest	5.00%
Hard Cost Contingency (excl Dev OH, and Fee)	5.00%
Soft cost contingency	5.00%
Finance Fees (construction + mini perm + appl)	1.1

Calculation of Maximum Allowable 40B Developer Fee

A.			
Appraised land value as-is	i.	1,060,000	(lower of purchase price or estimated appraised pre-40B value)
Carrying Costs	ii.	50,000	
Allowable Acquisition Cost		1,110,000	
B.			
Allowable Acquisition Cost * 5%		55,500	
C.			
Hard Costs	i.	4,181,415	(excludes development consultant, operating reserves, development OH/fee)
Soft Costs	ii.	1,206,725	
Adjusted TDC		5,388,140	

Maximum Allowable 40B Developer Fee

15% of 1st \$3,000,000 of Adjusted TDC	i.	450,000
12.5% of the next \$2,000,000 of Adjusted TDC	ii.	250,000
10% of the difference between \$5,000,000 to Adjusted TDC	iii.	38,814
	iv.	
Sub-total Developer Fee		738,814
5% of Acquisition		55,500
Maximum Allowable 40B Developer Fee		794,314



**Medfield Green  
Medfield MA  
2/20/18**

Number of Units: 24

	Units	Approx. Sq. Ft.	Maximum Rent @80%	Utility Allowance	Rent /Month
<b>RENTAL REVENUES</b>					
Affordable Studio	0	0	0	0	0
Affordable 1 BR	2	750	1,242	153	1,089
Affordable 2 BR	3	900	1,491	226	1,265
Affordable 3 BR	1	1,300	1,722	286	1,436
Market Studio	0	0			0
Market 1 BR	3	750			2,100
Market 2 BR	13	900			2,520
Market 3 BR	2	1,300			2,990
<b>Total Units</b>	<b>24</b>				
<hr/>					
Gross Annual Rental Income		22,050			629,388
<hr/>					
Other Income - parking					0
Other Income - Miscellaneous					3,147
Retail / Commerical Rent					0
Total "OTHER" Income					3,147
<hr/>					
<b>TOTAL GROSS INCOME</b>					<b>632,535</b>
<hr/>					
<b>OPERATING EXPENSES</b>					
				Total	Per Unit
MANAGEMENT FEE	7.50%			47,440	1,977
MAINTENANCE				36,000	1,500
UTILITIES				7,200	300
TAXES				84,000	3,500
RESIDENT SERVICES				1,200	50
INSURANCE				7,200	300
MONITORING FEE				15,000	625
REPLACEMENT RESERVES				7,200	300
<hr/>					
<b>TOTAL OPERATING EXPENSES</b>				<b>205,240</b>	<b>8,552</b>
<hr/>					
<b>OPERATING PRO-FORMA- Initial yr - stabilized occupancy</b>					
Gross Rental Income				629,388	
Other Income Parking				0	
Other Income Miscellaneous				3,147	
Other Income Retail/Commerical				0	
			TOTAL	632,535	
(less) Vacancy and Bad Debt				-31,627	
<hr/>					
<b>Effective Total Income</b>				<b>600,908</b>	
<hr/>					
(less) Annual Operating Expenses				-205,240	
<hr/>					
<b>NET OPERATING INCOME</b>				<b>395,668</b>	
<hr/>					
Debt Service Coverage Ratio				1.20	
Available for debt service				329,723	
<b>Supportable Loan</b>				<b>5,118,451</b>	

<b>Assumptions</b>	
<b>Residential Income</b>	
Rent Per SF Market Rate Studio	NA
Rent per SF Market Rate 1BR	\$2.80
Rent per SF Market Rate 2BR	\$2.80
Rent per SF Market Rate 3BR	\$2.30
Percentage of "Other Income" as Percentage of Gross Rental Incom	0.50%
Total Number of Rentable Parking Spaces	0
Monthly Parking Space Rent	0
<b>Retail/Commerical Income</b>	
Total Net Rental Square Feet	-
Rent Per SF (Triple Net)	\$0.00
<b>Operating Assumptions</b>	
Vacancy & Bad Debt	5.00%
Management Fee /Unit	\$500
Replacement Reserves Per Unit	\$300
Insurance Per Unit	\$300
Resident Services Per Unit	\$50
Administration Per Unit	\$1,500
Maintenance Per Unit	\$1,500
Utilities per Unit	\$300
Taxes per Unit	\$3,500
<b>Loan Assumptions</b>	
Interest Rate	5.00
Term	30
Debt Service Coverage Ratio	1.20

<b>Mortgage Calculator</b>	
Total monthly payment allowed	27,477
Annual Interest rate	5.00
Duration of loan (in years)	30
Monthly principal + interest payment	27,477
Maximum loan amount	5,118,451

Medfield Green  
Medfield MA

Assumptions:  
Rate of Growth Income 1.03  
Rate of Growth Expenses 1.04  
Rate of Growth - Taxes 1.025

ANNUAL RENTAL INCOME	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross Rental Income	629,388	648,270	667,718	687,749	708,382	729,633	751,522	774,068	797,290	821,209
Other Income	3,147	3,241	3,339	3,439	3,542	3,648	3,758	3,870	3,986	4,106
TOTAL GROSS INCOME	632,535	651,511	671,056	691,188	711,924	733,281	755,280	777,938	801,276	825,315
(less) Vacancy and Bad Debt-mkt units	(31,627)	(32,576)	(33,553)	(34,559)	(35,596)	(36,664)	(37,764)	(38,897)	(40,064)	(41,266)
NET RENTAL INCOME	600,908	618,935	637,504	656,629	676,327	696,617	717,516	739,041	761,213	784,049
ANNUAL OPERATING EXPENSES										
Management Fee	47,440	49,338	51,311	53,364	55,498	57,718	60,027	62,428	64,925	67,522
Maintenance	36,000	37,440	38,938	40,495	42,115	43,800	45,551	47,374	49,268	51,239
Utilities	7,200	7,488	7,788	8,099	8,423	8,760	9,110	9,475	9,854	10,248
Real Estate Taxes	84,000	86,100	88,253	90,459	92,720	95,038	97,414	99,850	102,346	104,904
Insurance	7,200	7,488	7,788	8,099	8,423	8,760	9,110	9,475	9,854	10,248
Tax Credit Monitoring Fee	15,000	15,600	16,224	16,873	17,548	18,250	18,980	19,739	20,529	21,350
Replacement Reserves	7,200	7,488	7,788	8,099	8,423	8,760	9,110	9,475	9,854	10,248
SUB-TOTAL OPERATING EXPENSES	205,240	213,450	221,988	230,867	240,102	249,706	259,694	270,082	280,885	292,121
NET OPERATING INCOME	395,668	405,486	415,516	425,761	436,226	446,911	457,822	468,959	480,327	491,928
Debt Service	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)
NET CASH FLOW	65,945	76,762	85,792	96,038	106,502	117,188	128,098	139,236	150,604	162,205

ANNUAL RENTAL INCOME	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Gross Rental Income	845,845	871,220	897,357	924,277	952,006	980,566	1,009,983	1,040,282	1,071,491	1,103,636
Other Income	4,229	4,356	4,487	4,621	4,760	4,903	5,050	5,201	5,357	5,518
TOTAL GROSS INCOME	850,074	875,576	901,844	928,899	956,766	985,469	1,015,033	1,045,484	1,076,848	1,109,154
(less) Vacancy and Bad Debt-mkt units	(42,504)	(43,779)	(45,092)	(46,445)	(47,838)	(49,273)	(50,752)	(52,274)	(53,842)	(55,458)
NET RENTAL INCOME	807,570	831,797	856,751	882,454	908,928	936,195	964,281	993,210	1,023,006	1,053,696
ANNUAL OPERATING EXPENSES										
Management Fee	70,223	73,032	75,953	78,991	82,151	85,437	88,854	92,409	96,105	99,949
Maintenance	53,289	55,420	57,637	59,943	62,340	64,834	67,427	70,124	72,929	75,847
Utilities	10,658	11,084	11,527	11,989	12,468	12,967	13,485	14,025	14,586	15,169
Real Estate Taxes	107,527	110,215	112,971	115,795	118,690	121,657	124,698	127,816	131,011	134,287
Insurance	10,658	11,084	11,527	11,989	12,468	12,967	13,485	14,025	14,586	15,169
Tax Credit Monitoring Fee	22,204	23,092	24,015	24,976	25,975	27,014	28,095	29,219	30,387	31,603
Replacement Reserves	10,658	11,084	11,527	11,989	12,468	12,967	13,485	14,025	14,586	15,169
SUB-TOTAL OPERATING EXPENSES	300,884	309,911	319,208	328,784	338,648	348,807	359,272	370,050	381,151	392,586
NET OPERATING INCOME	506,686	521,887	537,543	553,670	570,280	587,388	605,010	623,160	641,855	661,110
Debt Service	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)	(329,723)
NET CASH FLOW	176,963	192,163	207,820	223,948	240,556	257,665	275,286	293,437	312,131	331,387

41 Dale Market Rental Comps

		1BR		2BR		3BR / Townhouse	Parking	Dedicated Parking Space / Unit	Amenities	Built	Notes
ACTUAL		Low	High	Low	High						
67 North St, Medfield	Medfield	\$1,800	\$1,800	\$1,950	\$2,050		Surface	1	No	2017	67 + 71 Combined Parking = 45 Spaces. Also serves retail.
SF		700	700	740	803						
\$ PSF		\$2.57	\$2.57	\$2.64	\$2.55						
Parc	Medfield	\$1,050	\$1,150	\$1,200	\$1,400	\$1,500	Surface	1	Yes	2015	All units at 50% AMI affordable level. Parking Ratio of 1.7 / Unit
SF		650	650	925	925	1,150					
\$ PSF		\$1.62	\$1.77	\$1.30	\$1.51	\$1.30					
Meadow View Apartments	Medfield			\$1,500	\$1,550		Surface	-	No	1977	
SF				822	1,080						
\$ PSF				\$1.82	\$1.53						
Wilkins Glen	Medfield	\$1,225		\$1,581		\$1,498	Surface	1	No	1975	Renovated 2012
SF		581		900		1,300					
\$PSF		\$2.11		\$1.76		\$1.15					
89 Pleasant St	Medfield	\$1,400	-	-	-	-	Surface	-	No	-	
SF		400									
\$ PSF		\$3.50									
121 North St	Medfield	-	-	\$1,625	-	-	Surface	-	No	-	
SF				950							
\$ PSF				\$1.71							
Modera	Natick	\$2,437	\$3,205	\$2,645	\$4,625	\$4,232	Surface + Garage	1	Yes	2015	
SF		779	1,002	1,000	1,423	1,500					
\$ PSF		\$3.13	\$3.20	\$2.65	\$3.25	\$2.82					
13 W Central St	Natick	\$2,100	\$2,100	\$2,525	\$2,850		Garage	1	No	2017	Small 1BR Units - 592SF
SF		592	592	767	996						
\$ PSF		\$3.55	\$3.55	\$3.29	\$2.86						
Charles River Landing	Needham	\$2,589	\$5,258	\$3,779	\$6,089		Surface + Garage	-	Yes	2010	Paid Parking
SF		792	1,316	1,379	1,139						
\$ PSF		\$3.27	\$4.00	\$2.74	\$5.35						
Avalon Station 250	Dedham	\$2,280	\$2,430	\$2,811	\$2,920	\$3,615	Surface + Garage	-	Yes	2008	
SF		857	896	1,070	1,307	1,377					
\$ PSF		\$2.66	\$2.71	\$2.63	\$2.23	\$2.63					
Avalon	Sharon	\$2,215	\$2,215	\$2,680	\$3,030		Surface	1	Yes	2008	
SF		1,129	1,129	1,106	1,273						
\$ PSF		\$1.96	\$1.96	\$2.42	\$2.38						
Highland Glen	Westwood	\$1,695	\$2,806	\$2,786	\$5,786		Surface	N/A	Yes	2007	55+ Community
SF		746	746	1,103	1,403						
\$ PSF		\$2.27	\$3.76	\$2.53	\$4.12						
Jefferson One Upland	Westwood	\$2,150	\$2,515	\$2,720	\$3,265	\$3,355	Surface	1	Yes	2015	
SF		906	1,061	1,183	1,389	1,426					
\$ PSF		\$2.37	\$2.37	\$2.30	\$2.35	\$2.35					
Commons @ Windsor Gardens	Norwood	1623	2541	1834	3224	\$2,517 - \$3,580	Surface	1	Yes	1968	
SF		580	730	785	925	1,210					
\$ PSF		\$2.80	\$3.48	\$2.34	\$3.49	\$2.08 - \$2.96					
Stoney Brook	Mills	\$1,400	\$1,400	\$1,600	\$1,700			2	No	1971	
SF		786	786	850	1,035						
\$ PSF		\$1.78	\$1.78	\$1.88	\$1.64						
LIP PROJECTIONS											
71 North St	Medfield			\$1,800	\$2,100	-	Surface	1	No	-	67 + 71 Combined Parking = 45 Spaces. Also serves retail. Smaller unit sizes.
SF				952	952						
\$ PSF				\$1.89	\$2.21						
80 North Meadows Rd	Medfield		\$1,925		\$2,350	-	Surface	1	No	-	Parking ratio of 1.5 spaces / Units = Medfield Multi-Family Minimum
SF			986		1,056						
\$ PSF			\$1.95		\$2.23						
SPONSORED COMPARE											
41 Dale St - Market Units	Medfield		\$2,100		\$2,500	\$2,990	Surface	1	No	-	
SF			750		900	1,300					
\$ PSF			\$2.80		\$2.78	\$2.30					
41 Dale St - Affordable Units	Medfield		\$1,089		\$1,265	\$1,436	Surface	1	No	-	
SF			790		900	1,300					
\$ PSF			\$1.45		\$1.41	\$1.10					

# Medfield Green

## Development Experience

---

27th March 2018

The applicant, John Kelly and his family members of Redquartz Ltd, based out of Dublin, Ireland have a combined 100 years of experience and have been involved in the development of:

- 5,000+ residential units in Ireland, UK, Europe & Canada.
  - 3,000,000+ SF of commercial/office space in Ireland & UK.
  - 6,000+ hotel rooms in Ireland, UK & Europe.
- 

14 Years Development Experience

Working on North American development projects since 2010

## Current North American Developments

Junction 58 | Roxbury Boston, MA

Co-Developer (25%) with partner, Waterstone Property Group

Potential c.480,000SF planned. Currently in initial permitting phase.

[www.junction58.com](http://www.junction58.com)



## OVERVIEW

River City, Toronto | Condominium

Co-Developer with partner, Urban Capital

Based in Toronto during Phase 1.

600 units completed | 333 under construction | 200+ planned for final phase

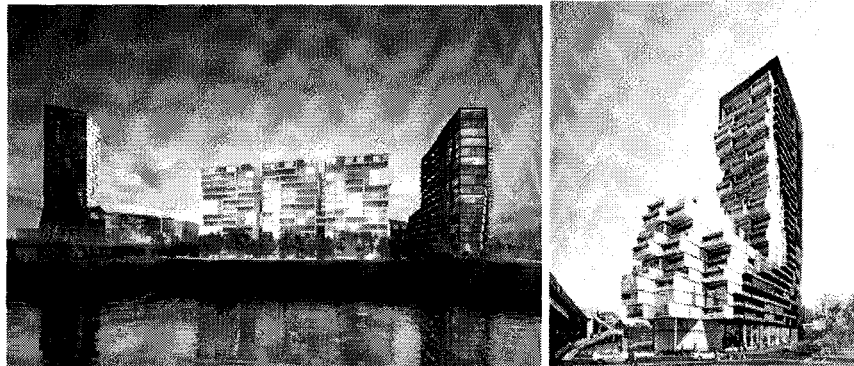
*BILD 2014 Award | Best Building Design*

*PUG 2014 Award | Favorite Residential Development*

[www.rivercitytoronto.com](http://www.rivercitytoronto.com)

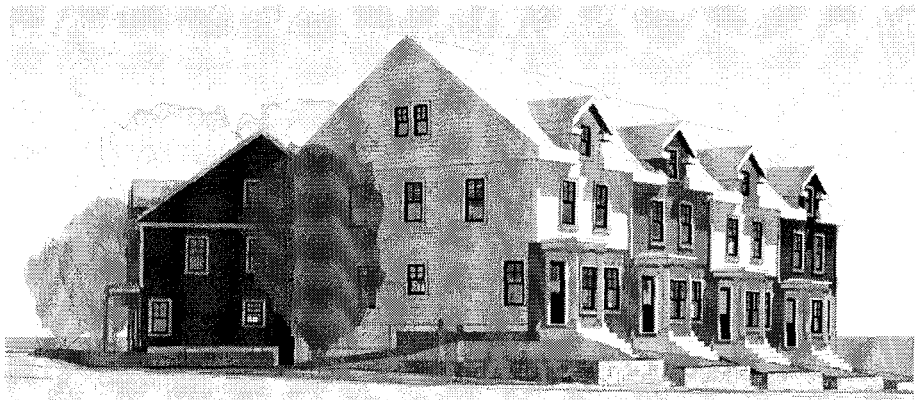
## APPLICANT

John Kelly



Medway Greens, Medway, MA | Townhouse

Lead developer. Approval of 8 townhouse for-sale development.



45 Draper Rd, Dover, MA | Luxury Single Family  
Co-Developer of luxury single family home project. Sold for \$2.1M in  
Dec, 2016.



## Norfolk County, MA | Luxury Single Family Development

Co-Developer of a multi unit, luxury single family development project.  
In early stages of the approval and permit process. Anticipate  
\$10M - \$15M of gross sales value.

## European Development Experience

Worked on multiple development projects in Dublin & Europe, 2004 -  
2010.

- Hanover Quay | Mixed Use Development | Dublin
- Flower Markets | Mixed Use Development | Dublin
- Smithfield Market | Mixed Use Development | Dublin
- Tulfarris Hotel & Golf Resort | Blessington, Ireland



February 16, 2018

Mr. Maurice Goulet  
Superintendent of Public Works  
Town of Medfield  
55 North Meadow Road  
Medfield, MA 02052

Re: Proposal for Professional Engineering Services for SCADA Review  
Town of Medfield, MA

Dear Mr. Goulet:

It was a pleasure meeting with you and the Department of Public Works water staff to discuss the Town's current Supervisory Control and Data Acquisition (SCADA) system, and how Woodard & Curran could assist the Town improving their water and wastewater SCADA system. As a follow up to our conversation, I'm pleased to present you with this proposal for a SCADA Review for the Town.

The purpose of the SCADA Review is to evaluate the current condition of the existing SCADA system in order to create a plan which includes a list of priorities as well as budgetary costs for developing a more reliable, supportable and maintainable system with increased operational efficiency and appropriate safeguards. This Scope of Services outlines the tasks required, as it pertains to the Town of Medfield's Department of Public Works' five water pump stations, two tanks, 1.5 MGD wastewater plant and nine sewer pump stations.

## **BACKGROUND**

During our initial meeting, we discussed several important issues and areas of concern which will be included during the review. These issues included:

- Replacing Lookout software and PCs with more robust SCADA PCs and GE Proficy iFix software;
- Using more features of the GE Proficy iFix software to better understand and optimize the process. Also, adding individual user security to securely control functionality of the screens;
- Improving the reliability of the radio communications, especially Wells 1 and 2;
- Investigating the automated reports, which are currently unusable due to the communications issues;
- Adding control functionality to booster station, which is currently monitored from SCADA only
- Addressing cybersecurity for Remote Access to the SCADA PCs and Remote Access software.

## **OBJECTIVES**

Based on meetings with the Town, we understand that the Town's goals are as follows:

- To review existing SCADA infrastructure with recommendations for a more reliable, supportable, optimized and safe SCADA system at the DPW;
- To improve operational efficiency through the applied use of technology; and





- To develop budgets and a plan to accommodate the recommended SCADA system improvements.

The Scope of Services outlined below reflects the following objectives:

- Review existing documentation of the project site, provided by the Town (Task 2);
- Conduct site visit(s) to the facilities identified in Task 3 to backup all site programs and gather photos, notes and existing documentation for use during the report development;
- Conduct brainstorming sessions in collaboration with the Town to determine proposed upgrades to improve the existing SCADA system (Task 4); and
- Produce a budgetary planning document that summarizes the decisions made during the brainstorming phase, outlines estimated construction costs, and proposes project phases to implement the decisions (Task 5).

## **SCOPE OF SERVICES**

Woodard & Curran will provide the following engineering services to perform a SCADA Review of the instrumentation and control systems for the Town of Medfield. The following is a description of the major activities to be undertaken under this agreement.

### **TASK 1 – Project Kickoff Meeting**

- Schedule and conduct overall Project Kickoff meeting to introduce the Town's and Woodard & Curran's project teams, identify roles and responsibilities, and review project scope and schedule
- Interview the key stakeholders at all levels, including operations, management, etc., to better understand the operational needs and future goals

### **TASK 2 – Existing Documentation Review Workshop**

- At least one week prior to scheduled workshop, the Town will make copies of all existing documentation for the facilities included in the project scope available to Woodard & Curran. Documentation can include (but is not limited to):
  - Network Architecture Diagrams
  - Record Drawings (SCADA control panel drawings)
  - Operation & Maintenance (O&M) manuals
  - Existing I&C standards, if any
  - Operational costs (this will assist W&C in determining ROI)
- Woodard & Curran will evaluate the existing documentation to gain a thorough understanding of the state of the current SCADA system in preparation for the site visits.

### **TASK 3 – Site Investigations**

- Woodard & Curran will conduct a site visit of all the sites to assess the condition of the facilities, focusing on the instrumentation and controls (I&C) and SCADA equipment and software. Information gathered during the site visit will include (but is not limited to):





- Detailed review of the controls, hardware, software, instrumentation, documentation and communications at each facility location;
  - Backup of all SCADA programs (PLC, OIT, HMI, WIN-911, etc.);
  - Photos of buildings, process equipment, control panels and instrumentation;
  - Notes and observations from the Woodard & Curran investigation team;
  - Comparison of existing site documentation to current conditions in order to evaluate documentation accuracy; and
  - Discussions with operations staff to understand areas of concern at each site.
- Organize all data collected from the site investigations and post to the project file for the Town and Woodard & Curran project teams to review.

#### **TASK 4 – Brainstorming Sessions**

- Conduct an internal (Woodard & Curran) brainstorming session to process the information collected during the site visits and develop options for SCADA system upgrades.
- Schedule and conduct an overall brainstorming session with the Town and Woodard & Curran's project team to review the findings of the site investigations, discuss potential alternatives for system upgrades and collaboratively choose the solution that best fits the Town's operational and technological needs for the SCADA system.

#### **TASK 5 – SCADA Summary Plan**

- Develop a SCADA budgetary planning document summarizing the findings and documenting the information and decisions in the following focus areas:
  - **Safety:** Items that we have observed that present a health and safety concern.
  - **Optimization:** Items that will improve the operational efficiency and effectiveness of the treatment facility.
  - **Reliability:** Items that will enhance the reliability of the system and thus the efficiency.
  - **Supportability:** Items that will address the short- and long-term supportability of the system.
- Overview of project goals and requirements, as well as a brief description of the actions taken to enable a successful outcome of the project;
- Recommended upgrades at all project sites to create a more robust, reliable and secure SCADA system;
- Proposed projects or project phases to address mission-critical areas first and then areas based on the Town's preference or need;
- Budgetary cost estimates for the Design, Construction and Implementation of the proposed upgrades;
- Proposed network architecture diagram; and
- Estimated Return on Investment (ROI) as related to SCADA.



#### **TASK 6 – SCADA Summary Plan Presentation**

- Meet with the Town's project stakeholders to present the SCADA Summary Plan improvements and budget.
- Determine the next steps in the project process.

#### **RESPONSIBILITY OF THE CLIENT**

- At least one week prior to scheduled workshop, the Town will make copies of all existing documentation listed in Task 2 for the facilities included in the project scope available to Woodard & Curran.
- Provide access to the sites and information applicable to the scope of the project. Assist Woodard & Curran during site visits.
- Provide qualified staff to attend meetings as scheduled by Woodard & Curran with the Town.
- Provide timely feedback to requests for information pertinent to the project.
- Provide operational cost as it pertains to the SCADA system (e.g. high-speed connection, service costs/overtime fees, support contracts, monthly and annual fees related to the Alarm Dialers, etc.)0

#### **FEE BUDGET**

For the Scope of Services presented above, the Town of Medfield will pay Woodard & Curran a fixed fee of \$12,800. This fee shall not be exceeded without prior written authorization. This fee is valid for 60 days from the date of this proposal. Monthly invoices will be submitted to the Town of Medfield. The final invoice will be paid upon the Town of Medfield's approval of the final deliverable.

#### **SCHEDULE**

Woodard & Curran is available to commence work within 30 days upon a signed contract, and we anticipate the project can be completed within 90 days of commencement.

#### **TERMS AND CONDITIONS**

The Terms and Conditions under which we are providing these services are attached and are incorporated herein by reference.

We appreciate the opportunity to support the Town of Medfield Department of Public Works. If this Scope of Services meets your approval, please sign and return copy of the agreement to our office. If necessary, please reference a purchase order number if required for billing purposes.

Sincerely,

WOODARD & CURRAN

Douglas L. Tirrell, Jr.  
Vice President



\*\*\*\*\*

IN WITENESS THEREOF, Woodard & Curran, by its duly authorized Officer, and The Town of Medfield, Massachusetts, Department of Public Works by its duly authorized Administrator, have executed this Proposal Agreement as the date and year written below.

**ACCEPTED**

Date: February 16, 2018

By:   
Title: Douglas L. Tirrell, Jr. | Vice President

**WOODARD & CURRAN**

Date: \_\_\_\_\_

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

**TOWN OF MEDFIELD**



# WOODARD & CURRAN TERMS & CONDITIONS

## STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated February 16, 2018 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran, Inc. ("Engineer"), with an address of 980 Washington Street, Suite 325, Dedham, MA 02026, and Town of Medfield, MA ("Client"), with an address of 55 North Meadow Road, Medfield, MA 02052, with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

### 1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

### 2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Engineer's undertaking herein or its performances of services, and it is agreed that Engineer is not a fiduciary or municipal advisor to the Client.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required to perform the Scope of Services.

### 3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

- 3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Engineer is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.



# WOODARD & CURRAN

## TERMS & CONDITIONS

### 4. Subcontracts

- 4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Engineer will add a 10% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to Client.

### 5. Billing and Payment

- 5.1 Client shall pay Engineer on a Lump Sum basis as set forth in the attached Scope of Services.
- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the Client will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.
- 5.3 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the Client and Engineer.
- 5.4 No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.
- 5.5 If the Client fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by

Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

- 5.6 If Client objects to all or part of any invoice, Client shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.7 If circumstances or conditions not originally contemplated or known to Engineer are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Engineer shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

### 6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the



# WOODARD & CURRAN

## TERMS & CONDITIONS

specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by Client and Engineer.

- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

### 7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's applicable insurance policy limits set forth herein.
- 7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

### 8. Insurance

- 8.1 Engineer is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

### 9. Indemnification Hold Harmless

- 9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

### 10. Delays/Force Majeure

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Engineer does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

### 11. Notice

- 11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days being after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.





# WOODARD & CURRAN

## TERMS & CONDITIONS

### 12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

### 13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Engineer shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

### 14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the Client so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend



# WOODARD & CURRAN

## TERMS & CONDITIONS

to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

### 15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and Client may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

### 16. Environmental Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or

liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional





# WOODARD & CURRAN

## TERMS & CONDITIONS

who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

### 17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer may, upon written request, arrange for storage of samples at Engineer's offices at mutually agreed storage charges. Engineer will not give Client prior notice of intention to dispose of samples.

17.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Engineer shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Engineer will store such samples at Client's expense and Client will pay an additional fee as charged by Engineer in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

### 18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

18.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the Commonwealth of Massachusetts, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The Client and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the Client and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

(Signatures on next page)



# WOODARD & CURRAN TERMS & CONDITIONS


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

WOODARD & CURRAN, INC.

CLIENT:

TOWN OF MEDFIELD, MA

By: 

Printed: Douglas L. Tirrell, Jr.

Title: Vice President

Thereunto duly authorized

Date: February 16, 2018

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

Printed: \_\_\_\_\_

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

Thereunto duly authorized

Date: \_\_\_\_\_

March 27, 2018



Mr. Maurice Goulett  
Director of Public Works  
55 North Meadows Road  
Medfield, MA 02052

Re: Philip Street Superstructure Replacement

Dear Maurice,

Bid proposals for the Philip Street Bridge Superstructure Replacement project were received and opened on March 22, 2018. The bids received are as listed below:

<u>Company Name</u>	<u>Location</u>	<u>Bid Amount</u>
New England Infrastructure, Inc.	Hudson, MA	\$99,999.00
Northern Construction, LLC	Weymouth, MA	\$169,240.00

The Engineer's Estimate for this work was \$45,000 which does not include engineering and inspection.

The proposals have been reviewed by HNTB and found to be in order. Both bids are significantly more than the Engineer's Estimate. The major differences were related to Item 114.1 - Demolition of Superstructure of Bridge No. M-11-017(79k) and Item 995.001 - Bridge Superstructure, Bridge No. M-11-017(79k), In-Place. We believe that these items are significantly different due to inherent bid risk and possible accelerated schedule premiums. The delta between the Engineer's Estimate and those two items is approximately \$45,000.

Based on the material submitted we believe that New England Infrastructure, Inc. is capable of successfully completing this Contract in accordance with the Contract Plans and Specifications. HNTB recommends that the Town of Medfield award the Philip St. Superstructure Replacement to New England Infrastructure, Inc., at the Contract Total price submitted in the amount of \$99,999.00.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in blue ink that reads "Roland A. Lavalley".

Roland A. Lavalley, P.E., PLS.  
Vice President

HNTB File No.: 13551-DS-026

**AGREEMENT FOR ENGINEERING CONSULTING SERVICES,  
RE: CONCEPT PLAN - ROUTE 109**

**TOWN OF MEDFIELD, MA  
AGREEMENT**

This Contract is made this        day of        201       by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA GROUP, Inc. of 315 Norwood Park South, 2<sup>nd</sup> Floor, Norwood, MA 02062 (hereinafter referred to as the "Contractor").

**WITNESSED:**

Whereas, the Town solicited submission of proposals for Engineering Consulting Services for the Department of Public Works hereinafter referred to as "Program"; and

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

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

1. **Contract Documents.** The Contract Documents consist of this Agreement together with the proposal (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 the work plan (Attachment A), as well as, all services necessary or incidental there to.
3. **NOT USED**
4. **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 professional and business licenses as required for the performance of the Program. This shall include applications for regulatory permits required for the program, but only to the extent that they are identified in the contract work plan.

5. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
6. Contract Term: In accordance with the schedule provided by the Department of Public Works, will be three months after the execution of this Agreement.
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 monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
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 defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any negligent act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
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 Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
10. Contractor's Personnel. The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
11. Liability Insurance Requirements. The Consultant shall at its own expense obtain

and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The Town will also require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute).

The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

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

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. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination.

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

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

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

17. Notice. Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA GROUP, Inc. of 315 Norwood Park South, 2nd Floor, Norwood, MA 02062 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be

deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. 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.
20. 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.

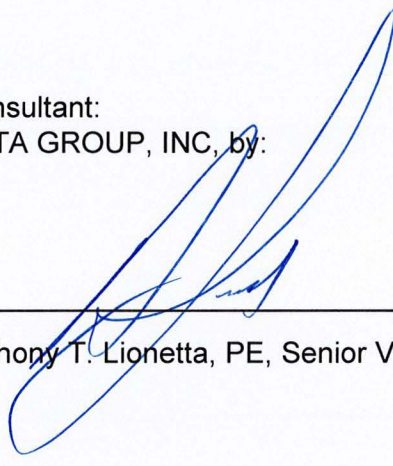


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

Town of Medfield, by its  
Board of Selectmen:

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

Consultant:  
BETA GROUP, INC, by:

  
\_\_\_\_\_  
Anthony T. Lionetta, PE, Senior Vice President

Approved as to form:

\_\_\_\_\_  
Mark G. Cerel, Medfield Town Counsel

**Work Plan - Scope of Services**  
**Route 109 Corridor**  
**Concept Plan**

**A. PROJECT DESCRIPTION**

CLIENT is considering advancing a traffic and roadway improvement project along a section of the Route 109 Corridor in Medfield. This section extends from Route 109's intersection with Bridge Street east to its intersection of Hartford Street, an overall distance of approximately 11,600 LF (2.2 Miles).

The initial phase of work is to develop a conceptual plan generally depicting key proposed improvements along the corridor for presentation to the community. Proposed improvements will likely include traffic signal and related modifications to the four intersections located along the project corridor. One signal is located at the Shaw's Plaza Driveway and the other three are located within the Downtown. The Downtown locations are at Rte. 27, North Street, and South Street.

The other key intent will be on providing sidewalks, proper shoulders and bike accommodations along the corridor. This will include a general review of existing pavement widths and right of way width in relation to a typical section(s), which provide bicycle accommodations, proper shoulders and sidewalks, as well as proper lane widths. Geometrics will be reviewed at the more problematic intersections for possible modifications (Bridge Street and Hartford Street).

In the Downtown area, the effort will identify the current and proposed widths of sidewalk and the nature of bicycle accommodations. The concept plan will depict lane use /markings in the Downtown including parking. Over the balance of the corridor, the Concept Plan will be more general in its depiction of improvements: graphics with notations and typical sections.

**B. SCOPE OF SERVICES**

**1.0 – Collect Data**

- 1.1 Extract Base Map from available aerial mapping. The overall Base Map will be at a smaller scale, say 1' = 200'. The section from Bridge Street to South Street will be at a larger scale, say 1"=50'.
- 1.2 Compile on the base map available GIS based environmental resource and right of way information, as well as street names.
- 1.3 Obtain Traffic Volume data at the four signalized intersection (Shaw's Plaza, Route 27, North Street and South Street) and two unsignalized intersection (Bridge Street and Hartford Street). Peak hour manual turning counts will be taken (7- 9 AM and 4-6 PM). The counting between South Street and North Street will track the key flows between these two streets. The program will also include 48-hour machine counts at three locations along the project corridor.

1.4 Review Historical Collision data provided by the Town for key intersections for the last available five year period. Also, review MassDOT collision data for the corridor. Assess the general nature of collision and identify contributing issues. Detailed collision analyses and/or the preparation of collision diagrams are not planned as part of this phase of work.

1.5 Conduct Field Walk of the corridor to note key notable features that may have influence on the proposed improvements (walls, slopes, resources, utility poles, cross culverts).

1.6 Obtain Information on signal setting at the four locations, as well as noting the nature of equipment in control cabinets. Detailed signal inventories are not planned to be done at this time.

## 2.0 Traffic Analysis

2.1 Conduct Level of Service (LOS) analysis at key intersections.

2.2 Prepare Brief Technical Memorandum to summarize traffic and collision data and analysis.

## 3.0 Concept Plan

3.1 Evaluate Data collected for the corridor and prepare Concept Plan. The overall Concept Plan will be graphical in nature with notations on the proposed improvements augmented by typical sections.

The Concept Plan for the westerly portion of the project (from Bridge to South Streets) will depict recommended travel lane uses and widths, geometric modifications, side-walks and traffic signal improvements in a general way.

It is anticipated that proposed improvements will fit within the limits of the public right of way. Work that falls outside the limits of the existing ROW will be denoted.

3.2 Identify likely environmental permitting that may be required for the project

3.3 Prepare budgetary construction cost estimate.

## 4.0 Meetings/Public Outreach

4.1 Attend Working Meeting with Town Staff to obtain information, review the projects status and obtain input.

4.2 Prepare Graphics for public presentation of the proposed project. These will consist of rendered plans and typical sections.

4.3 Present Proposed Project at public informational meeting.

## 5.0 Project Funding Applications

5.1 Prepare Project Notification Form (PNF) and subsequently Project Initiation (PIF) for submittal to MassDOT via the MaPIT portal

5.2 Attend Meeting at District 3 with the Town to present the project concept plan.

**C. FEE**

The estimated fee for the above services is a lump sum of \$30,000.



BETAG-1

OP ID: KR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2017

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

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

<b>PRODUCER</b> Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 George Hulme		<b>508-620-6200</b>		<b>CONTACT Jodi Colena</b> NAME: PHONE (A/C, No, Ext): <b>508-620-6200</b> FAX (A/C, No): <b>508-481-0227</b> E-MAIL ADDRESS: <b>jcolena@FittsInsurance.com</b>	
<b>INSURED</b> Beta Group, Inc. 315 Norwood Park South Norwood, MA 02062				<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Twin City Fire Insurance Co.</b> NAIC # <b>Z29459</b> INSURER B: <b>Hartford Casualty Insurance Co</b> <b>Z29424</b> INSURER C: <b>Lexington Insurance Company</b> <b>19437</b> INSURER D: INSURER E: INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		08UUNUF7256	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08UUNUF7256	04/12/2017	04/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			08XHUUF6914	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WBNK9526	04/12/2017	04/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liab			029210548 DEDUCTIBLE \$100,000	04/12/2017	04/12/2018	Ea Claim 2,000,000 Aggregate 3,000,000

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

**RE: CONCEPT PLAN - ROUTE 109 for Engineering Consulting Services**  
When required by written contract Town of Medfield is included as additional insured for General Liability subject to forms and conditions of the policy per HG00010916 attached.

## CERTIFICATE HOLDER

## CANCELLATION

TOWNME1

Town of Medfield  
Medfield Town House  
459 Main Street  
Medfield, MA 02052

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

AUTHORIZED REPRESENTATIVE

Church of the Advent requests permission to place signs two weeks prior to their  
*Annual Plant Sale* to be held May 12, 2018



March 28, 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 Spring Plant Sale, scheduled for May 19th. All of the proceeds from our sale are used for town beautification.

The signs would be in place May 11 through May 19.

The following is a list of MGC site locations where we would like to place signs:

- Hartford Street and Route 109
- Route 27 and South Street
- Route 109 and Bridge Street
- North Street and Dale Street
- North Street and Harding Street
- Harding Street at Hospital Road
- North Meadows Road at Frairy Street
- North Meadows Road at Transfer Station
- North Meadows Road at Hospital Road
- Rt 27 entrance to Medfield at Walpole line

Thank you,

For the Medfield Garden Club  
Donna Orvedahl  
13 Cross Street  
Medfield, MA 02052  
508-359-9658

RECEIVED

MAR 21 2018

MEDFIELD SELECTMEN

March 29, 2018

Board of Selectmen  
459 Main Street  
Medfield, MA 02052

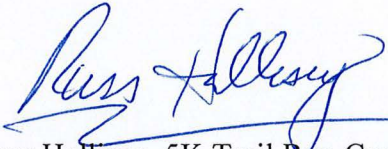
Re: New Life Furniture Bank – 5K Trail Run

Dear Selectmen:

Request is made for permission to have either 7<sup>th</sup> Wave Brewery or Sam Adams give away free samples of their beer products to adult participants at our 5K Trail Run being held May 5<sup>th</sup> at the State Hospital grounds.

They will be part of our vendor booths for the post race festivities located at the east entryway of the grounds. We are expecting upward to 250 participants of all ages, and we will set up a process of checking IDs at the time of check-in. The Trail Run start time is 9 am and we expect the event to come to completion around 11 am.

Very truly yours,



Russ Hallisey, 5K Trail Run Committee

APPROVED AND ASSENTED TO BY THE TOWN OF MEDFIELD:

BOARD OF SELECTMEN

By: \_\_\_\_\_  
Osler L. Peterson, Chairman Date

\_\_\_\_\_  
Michael T. Marcucci Date

\_\_\_\_\_  
Gus Murby Date



Medfield High School Cross Country Team requests permission to hold a fundraising car wash behind Town Hall Sunday September 16, 2018

# Informational

# Norfolk County Mosquito Control District

FY 2019 Estimated Cherry Sheet Assessments based on FY 2019 Proposed Budget

DOR Code	NCMCD Municipality	2016 Equalized Valuations (EQV)	Square Mileage	Municipality share of budget	NCMC District Assessment	SRMCB* Assessment	Total Town Assessment
018	AVON	\$823,961,800	4.38	1.1%	\$19,247	\$802	\$20,049
025	BELLINGHAM	\$2,306,766,000	18.5	3.4%	\$62,737	\$2,615	\$65,352
040	BRAINTREE	\$6,327,219,800	13.9	5.1%	\$92,536	\$3,857	\$96,393
050	CANTON	\$4,615,563,300	18.93	5.5%	\$99,860	\$4,162	\$104,022
073	DEDHAM	\$4,726,182,700	10.45	3.8%	\$69,407	\$2,893	\$72,300
078	DOVER	\$2,504,188,200	15.33	3.4%	\$61,360	\$2,557	\$63,917
099	FOXBOROUGH	\$2,963,786,200	20.08	4.1%	\$75,370	\$3,141	\$78,511
101	FRANKLIN	\$5,001,281,700	26.74	6.4%	\$117,045	\$4,878	\$121,923
133	HOLBROOK	\$1,127,964,100	7.35	1.5%	\$28,270	\$1,178	\$29,448
175	MEDFIELD	\$2,639,413,000	14.51	3.4%	\$62,335	\$2,598	\$64,933
177	MEDWAY	\$1,890,229,500	11.45	2.5%	\$46,144	\$1,923	\$48,067
187	MILLIS	\$1,158,638,500	12.16	2.0%	\$35,581	\$1,483	\$37,064
189	MILTON	\$5,448,423,500	13.04	4.6%	\$84,242	\$3,511	\$87,753
199	NEEDHAM	\$9,675,551,500	12.61	5.7%	\$104,695	\$4,364	\$109,059
208	NORFOLK	\$1,697,790,600	14.84	2.6%	\$47,911	\$1,997	\$49,908
220	NORWOOD	\$5,011,923,000	10.48	3.9%	\$71,041	\$2,961	\$74,002
238	PLAINVILLE	\$1,390,184,300	11.06	2.1%	\$37,682	\$1,571	\$39,253
243	QUINCY	\$12,930,445,600	16.78	7.7%	\$139,608	\$5,819	\$145,427
244	RANDOLPH	\$3,154,751,600	10.07	3.3%	\$59,505	\$2,480	\$61,985
266	SHARON	\$3,353,753,400	23.31	4.7%	\$86,121	\$3,590	\$89,711
285	STOUGHTON	\$3,704,878,300	16.04	4.5%	\$81,356	\$3,391	\$84,747
307	WALPOLE	\$4,386,626,800	20.54	5.4%	\$98,525	\$4,107	\$102,632
335	WESTWOOD	\$4,342,334,700	10.97	3.8%	\$69,597	\$2,901	\$72,498
336	WEYMOUTH	\$7,069,961,500	17.01	6.0%	\$109,693	\$4,572	\$114,265
350	WRENTHAM	\$2,092,925,900	22.2	3.5%	\$64,606	\$2,693	\$67,299
		<b>\$100,344,745,500</b>	<b>372.73</b>	<b>100.0%</b>	<b>\$1,824,474</b>	<b>\$76,044</b>	<b>\$1,900,518</b>
					<b>96.0%</b>	<b>4.0%</b>	<b>100%</b>

\*SRMCB - State Reclamation and Mosquito Control Board

# Norfolk County Mosquito Control District

## NOTICE OF PRELIMINARY PROPOSED BUDGET FOR FY 2019

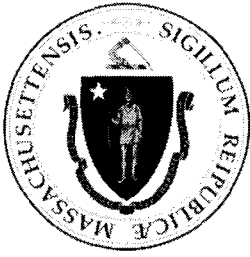
Notice is hereby given that the Norfolk County Mosquito Control District's (the "District") preliminary proposed budget for FY2019 is available online for viewing at [www.norfolkcountymosquito.org](http://www.norfolkcountymosquito.org) and summarized below. Any questions, comments or concerns regarding this preliminary budget should be directed to: David Lawson, Director of the Norfolk County Mosquito Control District - [Dave.lawson@norfolkcountymosquito.org](mailto:Dave.lawson@norfolkcountymosquito.org) or The State Reclamation and Mosquito Control Board Chair, Taryn LaScola - [taryn.lascola@state.ma.us](mailto:taryn.lascola@state.ma.us) by April 15th.

1. The total preliminary dollar amount that the District is proposing for FY2019 is \$1,824,473. The chart found below highlights the preliminary budget request by the District for the coming year with pertinent budget information that fully describes the "total trust fund account" budget amount available for the District to expend in FY2019.

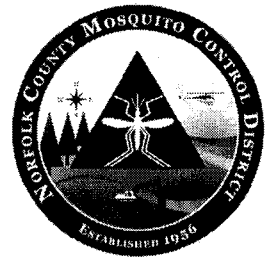
A. District Name	Norfolk County Mosquito Control
B. Number of Employees	12
C. FY2019 Preliminary Proposed Budget Amount	\$1,824,473
D. FY2019 % Increase towards Operating Budget	3.4%
E. FY2019 % Increase towards Capital Budget	0.1%
F. FY2019 Total % Increase Over Certified FY2018 Budget (Add D + E)	3.5%
G. FY2018 Estimated Balance Forward /Rollover Amount	100,000
H. FY2018 Actual Budget Revenues	\$1,762,776
I. FY2019 Total Est'd Funding Available in Trust Account (Add C + G)	\$1,924,473

2. The member municipalities within the District together with each municipality's estimated proportionate share thereof expressed both as a percentage and as a dollar amount, are as set forth below. As of the date of this notice, the District is comprised of 25 municipalities as listed. If the composition of the District changes because one or more municipalities join or withdraw from the District, the total preliminary budget will be adjusted pro rata.

A copy of this Notice, together with a copy of the preliminary budget proposed, has been delivered or mailed to the Chief Administrative Officer, or Chief Executive Officer, or to the Finance Committee of each member municipality having a finance committee, and to the State Reclamation and Mosquito Control Board.



**THE COMMONWEALTH OF MASSACHUSETTS**  
**The State Reclamation and Mosquito Control Board**  
**NORFOLK COUNTY MOSQUITO CONTROL DISTRICT**  
61 Endicott Street, Building #34, Norwood, MA 02062  
(781) 762-3681 fax: (781) 769-6436  
[www.NorfolkCountyMosquito.org](http://www.NorfolkCountyMosquito.org)



---

**ROBIN L. CHAPPELL   NORMAN P. JACQUES   MAUREEN P. MACEachern   LINDA R. SHEA   RICHARD J. POLLACK, PhD**  
Commissioners

**DAVID A. LAWSON**  
Director

**CAROLINE E. HAVILAND**  
Field Operations Manager

## **Norfolk County Mosquito Control District: Narrative Memo Highlighting Justification of the FY 2019 Proposed Budget Increase over 2.5%. March 2018 Update**

**FY 2019:** The Norfolk County Mosquito Control District is proposing an FY 2018 3.5% budget increase over FY2017, to \$1,824,473.

Primary factors in this proposed budget increase are as follows.

- 1) The District headquarter offices moved from Norwood to Walpole in November 2017. The new lease is about \$100,000 more than what the District was paying at the Norwood Commerce Center. The budget needs to 'catch up' to this new major budget factor.
- 2) The District continues fulfilling a Fleet Management Plan that involves replacing older and high mileage vehicles each fiscal year. The Fleet Management Plan has already seen the replacement of 2 of the Districts aging vehicles in FY 2013, 3 replacements in FY 2014, 2 replacements in FY 2015, 3 replacements in FY2016, and 1 in FY2017. The District will not replace any vehicles in FY2018, but will likely need to in FY2019. The current FY2019 plan does not reflect this. Some concessions on Aerial larvicide may need to be made to meet this target.
- 3) Employee COLA and pay increases, with the accompanying fringe costs, remain a continuing year to year cost increase. Fringe rates have recently increased and add to the burden. No new hires are projected.
- 4) Retirement costs:  
The unfunded liability of the Norfolk County Retirement System (NCRS) grew substantially since 2010, principally due to the 2008 financial crisis.  
For the NCRS to maintain the 2031 funding schedule, The NCMCD has absorbed a 10% direct cost increase and will continue to budget for 10% increases that will be assessed through 2019 or until a new valuation dictates a change.

- 5) The District attempts to keep a significant rollover amount each year in anticipation of potential floodplain aerial larvicide applications. The rollover into FY2020 is currently projected to be about \$50,000.
- 6) Other than minor adjustments up or down, most other expense categories will remain basically level or contain only minor estimated increases due to normal inflationary cost increases.

David Lawson, Director  
The Norfolk County Mosquito Control District



# TOWN OF MEDFIELD

## BOARD OF APPEALS ON ZONING

459 Main Street  
Medfield, MA 02052

Phone: 508-906-3027  
Fax: 508-359-6182

### ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:30 p.m. on Wednesday, April 11, 2018, at the Medfield Town House, 459 Main Street, to hear the following petition:

**7:30 PM** – DLT Family Limited Partnership (applicant) and Medfield Realty Trust, Robert W. Basile, Trustee (owner) seeks a modification of ZBA Decision No. 1146 to change the hours of operation for Dunkin' Donuts from 6 am to 10 pm (Sun – Sat) to 5 am to 10 pm (Sun – Sat).

The property is located at 563 Main Street; Assessors' Map 42, Lot 151; B/RS Zoning District.

The applications and plans may be viewed during regular business hours. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

Stephen M. Nolan, Chairman  
Board of Appeals on Zoning

### MEDFIELD PRESS

March 23, 2018

March 30, 2018

---

*Most applications and plans are available on the Town's website:*  
[www.town.medfield.net](http://www.town.medfield.net) > Boards and Committee > Zoning Board of Appeals  
**Questions? Comments?**  
Contact Sarah Raposa, Town Planner: (508) 906-3027 or [sraposa@medfield.net](mailto:sraposa@medfield.net)



# Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009  
(508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net

March 22, 2018

Editor, Legal Notices  
Medfield Press

Please publish the following legal notice on **Friday, March 30, 2018**  
If you have any questions, please call Leslee Willitts, Conservation Agent,  
at (508) 906-3028.

## LEGAL NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Chapter 290, the Medfield Conservation Commission will conduct a public meeting at Medfield Town Hall, Chenery Room, 2nd floor, 459 Main Street, on

**\*Thursday, April 5, 2018 at 7:30 P.M.**

to review a Request for Determination of Applicability from the **\*Kingsbury Club Medfield, Inc.** for the review of the Bordering Vegetative Wetlands boundary at **\*2 Ice House Road, Map 56, Parcel 45**, on land owned by the **\*Town of Medfield.**

**Ralph A. Parmigiane, Chairman**

\*\*\*\*\*

**Please set starred (\*) insertions in boldface.**

cc: Town Clerk (Please post a notice of this hearing)

✓Board of Selectmen	Building Dept.	Water & Sewer Dept.	DPW
Board of Health	Planning Board	Zoning Board of Appeals	

Applicant: Kingsbury Club Medfield, Inc., 2 Ice House Road,  
Medfield, MA 02052

Owners: Kingsbury Club Medfield, Inc., 2 Ice House Road,  
Medfield, MA 02052

Representative: Bradley C. McKenzie, McKenzie Engineering Group Inc., 150 Longwater  
Drive, Suite 101, Norwell, MA 02061