



Board of Selectmen  
Meeting Packet  
June 29, 2021

NOTICE OF AWARD

TO: **Biszko Building Systems, Inc.**  
**20 Development Street**  
**Fall River, MA 02721**

DATE: **June 29, 2021**

**PROJECT DESCRIPTION: Wells 3 & 4 Water Treatment Plant, Town of Medfield, Massachusetts**

The Owner has considered the Bid submitted by you for the above described Work on **April 28, 2021**, in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Base Bid and Alternate Item A-1 has been accepted for Items totaling the amount of **Eight Million, Two Hundred Seventy-Nine Thousand, One Hundred Forty-Two Dollars, and Ninety-Nine Cents (\$8,279,142.99)**

You are required by the Instructions to Bidders to execute the Contract Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) days from the date of this Notice of Award.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. Dated this **29<sup>th</sup>** day of **June 2021**.

**FOR THE TOWN OF**  
**MEDFIELD, MASSACHUSETTS**

BY: \_\_\_\_\_  
**TOWN ADMINISTRATOR**

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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





April 30, 2021

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

**RE: Recommendation to Award  
Wells 3 & 4 Water Treatment Plant  
Contract DPW-2021-05**

Dear Mr. Goulet,

Bids for the Wells 3 & 4 Water Treatment Plant general contract were received electronically through an online bidding platform (ProjectDog) and were opened on April 28, 2021, at 2:00 p.m. Bids were received from four general contractors. Environmental Partners has checked the bid proposals for completeness and accuracy, in accordance with the Contract Documents and the provisions and requirements of M.G.L. Chapter 149, Sections 44A to 44J. Enclosed is a detailed Bid Tabulation of the bid prices included with each bid and a checklist showing the documents that were provided with each filed sub-bidder and general bid.

Biszko Building Systems Inc. is the lowest apparent bidder with a Base Bid price of \$8,018,780.66. Additionally, Biszko Building Systems Inc. was the lowest bidder for Bid Alternate A-1. The total base bid plus Alternate A-1 price of \$8,279,142.99. As required by the bid documents, Biszko Building Systems Inc. (Biszko) submitted references with their bid. We spoke with five of the references provided in their bid form. Four of Biszko's project references were designed by Environmental Partners; two of the projects were completed prior to 2021, one has recently achieved substantial completion, and one is in active construction. Based on our reference checks and our history of experience, we have determined that Biszko adheres to agreed upon schedules and ultimately delivers good quality construction. Please note that this project will be Biszko's first project with a contract value in excess of 4 million dollars. However, the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) currently approves Biszko for single projects valued at up to \$9,347,000.

Based on the information provided herein, we have determined that Biszko is the lowest responsible and eligible bidder under the provisions of M.G.L. Chapter 149, Section 44A to 44J. As a result, we recommend the award of the Wells 3 & 4 Water Treatment Plant, Contract DPW-2021-05 to Biszko Building Systems Inc.

As a condition of the bid, Biszko is required to hold their bid price for a period of 60 calendar days. This provision was included so that the Town could request funding approval at Annual Town Meeting scheduled for May 17, 2021. Following completion of Annual Town Meeting, Environmental Partners

shall discuss with the Town the procedures for formal notification of award and execution of the contract agreement between the Town and Biszko.

Please feel free to contact Eric or me directly with any questions or concerns.

Sincerely,



Environmental Partners Group, Inc.  
Paul C. Millett, PE  
Senior Principal  
O: 617-657-0276  
E: [pcm@envpartners.com](mailto:pcm@envpartners.com)



Eric A. Kelley, PE  
Principal  
O: 617-657-0282  
E: [eak@envpartners.com](mailto:eak@envpartners.com)

Cc: Nicholas Milano, Town of Medfield  
Dave Patangia, PE, Environmental Partners  
Renee Lanza, PE, Woodard & Curran

**GENERAL BID OPENING  
FOR  
WELLS 3 & 4 WATER TREATMENT PLANT  
CONTRACT DPW-2021-05  
MEDFIELD DEPARTMENT OF PUBLIC WORKS  
TOWN OF MEDFIELD, MA**

**April 28,2021 2:00 PM  
Bids submitted electronically via ProjectDog**

Apparent Order of Bidders	Company	Base Bid Price	Filed Sub Bid Price	Total Base Bid Price	Bid Alternate A-1	Total Bid Price Including Alternate A-1	Restrictions/Exclusions
1	Biszko Building Systems Inc.	\$5,993,957.66	\$2,024,823.00	\$8,018,780.66	\$260,362.33	\$8,279,142.99	None
2	WES Construction Corp	\$6,559,177.00	\$2,024,823.00	\$8,584,000.00	\$735,000.00	\$9,319,000.00	None
3	D&C Construction	\$6,744,000.00	\$2,024,823.00	\$8,768,823.00	\$330,000.00	\$9,098,823.00	None
4	Winston Builders Corp	\$7,042,866.00	\$2,020,023.00	\$9,062,889.00	\$570,000.00	\$9,632,889.00	None

**FILED SUB-BID OPENING  
FOR  
WELLS 3 & 4 WATER TREATMENT PLANT  
CONTRACT DPW-2021-05  
MEDFIELD DEPARTMENT OF PUBLIC WORKS  
TOWN OF MEDFIELD, MA**

**April 14, 2021 2:00 PM & April 16, 2021 2:00 PM  
Bids submitted electronically via ProjectDog**

Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Commercial Masonry Corporation	Masonry	\$97,700.00	--
2	K. Walter Construction Inc.	Masonry	\$101,100.00	--
3	Heckman Masonry	Masonry	\$106,000.00	--
4	Marmelo Bros. Construction	Masonry	\$109,000.00	--
5	Cendella Masonry Inc	Masonry	\$121,800.00	Excludes IFCC
6	Fernandes Masonry	Masonry	\$128,900.00	--
7	Empire Masonry Corp	Masonry	\$162,000.00	--
8	Costa Brothers Masonry Inc	Masonry	\$191,100.00	--
9	Folan Waterproofing	Masonry	\$191,100.00	--
10	B&B Commercial Masonry Inc	Masonry	\$274,930.00	--
Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Winston Builders Corp	Misc. and Ornamental Iron	\$50,000.00	Restricted to Winston Builders Corporation
2	Quinn Brothers of Essex Inc	Misc. and Ornamental Iron	\$54,800.00	Excludes Seaver Construction Inc. and GTC Construction Management
3	L&L Contracting Inc	Misc. and Ornamental Iron	\$67,500.00	--
4	SMJ Metal Co. Inc	Misc. and Ornamental Iron	\$82,360.00	--
5	North Shore Steel Co. Inc	Misc. and Ornamental Iron	\$130,200.00	--
Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Superior Caulking & Waterproofing	Waterproofing, Dampproofing, Caulking	\$61,833.00	--
2	Chapman Waterproofing Company	Waterproofing, Dampproofing, Caulking	\$66,300.00	--
3	Folan Waterproofing	Waterproofing, Dampproofing, Caulking	\$84,600.00	--
Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Silktown Roofing Inc	Roofing	\$58,427.00	--
2	Capeway Roofing Systems Inc	Roofing	\$67,500.00	--
3	Rockwell Roofing Inc	Roofing	\$74,000.00	--
4	Belcour Corp	Roofing	\$83,000.00	--
5	Greenwood Industries	Roofing	\$84,000.00	--
Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Keltic Painting LLC	Painting	\$96,600.00	--
2	John W Egan Co	Painting	\$96,950.00	--
3	Dandis Contracting Inc	Painting	\$132,700.00	--
4	RJ Forbes Painting Contractor	Painting	\$155,575.00	--
Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Araujo Bros Plumbing & Heating	Plumbing	\$174,360.00	--

**FILED SUB-BID OPENING  
FOR  
WELLS 3 & 4 WATER TREATMENT PLANT  
CONTRACT DPW-2021-05  
MEDFIELD DEPARTMENT OF PUBLIC WORKS  
TOWN OF MEDFIELD, MA**

**April 14, 2021 2:00 PM & April 16, 2021 2:00 PM  
Bids submitted electronically via ProjectDog**

Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Apex Corp	HVAC	\$332,000.00	--
2	Arden Engineering Constructors LLC	HVAC	\$367,000.00	--
3	Davison Company Inc	HVAC	\$422,000.00	--
4	Winston Builders Corp	HVAC	\$430,000.00	Restricted to Winston Builders Corporation
5	CAM HVAC & Construction Inc	HVAC	\$437,000.00	Excludes City Enterprise
6	Thomas E. Snowden Inc	HVAC	\$488,000.00	--
Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Yankee Sprinkler Co	Fire Protection	\$42,000.00	--
2	Carlyle Engineering	Fire Protection	\$68,700.00	--
Apparent Order of Bidders	Company	Filed Sub-Bid Class of Work	Bid Proposal Price	Restrictions/Exclusions
1	Watermark Electric Co Inc	Electrical	\$1,107,103.00	--
2	Elm Electric Inc		\$1,152,343.00	
3	Metropolitan Corp	Electrical	\$1,184,729.00	Except Biszko Building and Ricciardi Bros.
4	Wayne J. Griffin Electric Inc	Electrical	\$1,196,500.00	--
5	Richard T. Losordo Electrical Services	Electrical	\$1,208,000.00	--
6	LaFleur Electrical Company Inc	Electrical	\$1,248,545.00	--
7	Fall River Electrical Associates	Electrical	\$1,394,928.00	Except Waterline Industries

## PHONE LOG

**Date:** April 29, 2021

**Time:** 8:24 AM

**By** Julian Ospina, Environmental Partners  
**Spoke To** Glenn Scudder, Tighe & Bond  
**Phone No.** 508.245.3999  
**Subject** Union Street Pumping Station, Reference Check for Biszko Building Systems

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**Purpose of the call:** Checking Biszko Building Systems reference for the Union Street Pumping Station project in Portsmouth, RI.

**Project Title** Union Street Pumping Station

**Project Location** Portsmouth, RI

**Project Cost** \$2,148,944.65

**Project Completion Date** 05/2020

1. **Quality of Work:** Excellent.
2. **Ability to Stay on Schedule:** No delays on their end.
3. **Number of Change Orders:** Not their fault.
4. **Easy/Difficult in Working with Them:** Easy to work with.
5. **Other Comments:**
6. **Recommended?:** Yes, but depends on size of project.

## PHONE LOG

**Date:** April 29, 2021

**Time:** 8:47 AM

**By** Julian Ospina, Environmental Partners  
**Spoke To** Alston Potts, Environmental Partners  
**Phone No.** 617.657.0292  
**Subject** Muddy Pond Replacement Wells and Pump Station, Reference Check for Biszko Building Systems

---

**Purpose of the call:** Checking Biszko Building Systems reference for the Muddy Pond Replacement Wells and Pump Station project in Stoughton, MA.

**Project Title** Muddy Pond Replacement Wells and Pump Station

**Project Location** Stoughton, MA

**Project Cost** \$3,141,340

**Project Completion Date** 04/2021

1. **Quality of Work:** Good work
2. **Ability to Stay on Schedule:** No delays on their end.
3. **Number of Change Orders:** None on their end.
4. **Easy/Difficult in Working with Them:** Good communication for the most part.
5. **Other Comments:** Not the most organized office work.
6. **Recommended?:** Yes.

## PHONE LOG

**Date:** April 29, 2021

**Time:** 08:15 AM

**By** Julian Ospina, Environmental Partners

**Spoke To** Francesca Barilla, Environmental Partners

**Phone No.** 617.657.0966

**Subject** Interim Carbon Filters Airport Well and Straightway Facility, Reference Check for Biszko Building Systems

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**Purpose of the call:** Checking Biszko Building Systems reference for the Interim Carbon Filters Airport Well and Straightway Facility project in Barnstable, MA.

**Project Title** Interim Carbon Filters Airport Well and Straightway Facility

**Project Location** Barnstable, MA

**Project Cost** \$1,479,465.27

**Project Completion Date** 05/2020

1. **Quality of Work:** Up to par.
2. **Ability to Stay on Schedule:** Some delays due to COVID – not their fault.
3. **Number of Change Orders:** A few, but no major changes to cost.
4. **Easy/Difficult in Working with Them:** Somewhat easy, some problems - nothing major.
5. **Other Comments:**
6. **Recommended?:** Yes, but may depend on the amount of work.



## PHONE LOG

**Date:** April 29, 2021

**Time:** 8:07 AM

**By** Julian Ospina, Environmental Partners

**Spoke To** Lauren Underwood, Environmental Partners

**Phone No.** 617.657.0252

**Subject** Forges Field Pump Station, Reference Check for Biszko Building Systems

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**Purpose of the call:** Checking Biszko Building Systems reference for the Forges Field Pump Station project in Plymouth, MA.

**Project Title** Forges Field Pump Station

**Project Location** Plymouth, MA

**Project Cost** \$2,235,545

**Project Completion Date** 06/2020

1. **Quality of Work:** Very Good.
2. **Ability to Stay on Schedule:** No huge issues, some hold-ups.
3. **Number of Change Orders:** All warranted.
4. **Easy/Difficult in Working with Them:** Not the easiest to communicate with.
5. **Other Comments:**
6. **Recommended?:** Capable, not the greatest.

## PHONE LOG

**Date:** April 29, 2021

**Time:** 11:00 AM

**By** Julian Ospina, Environmental Partners  
**Spoke To** Tyler Schmidt, Environmental Partners  
**Phone No.** 617.657.0979  
**Subject** Holbrook Street Wellfield & Pump Station, Reference Check for Biszko Building Systems

---

**Purpose of the call:** Checking Biszko Building Systems reference for the Holbrook Street Wellfield & Pump Station project in Norfolk, MA.

**Project Title** Holbrook Street Wellfield & Pump Station

**Project Location** Norfolk, MA

**Project Cost** \$1,900,928.30

**Project Completion Date** work ongoing.

1. **Quality of Work:** Good work to date.
2. **Ability to Stay on Schedule:** Some delays, none were the fault of Biszko.
3. **Number of Change Orders:** One change order to date, requested by the client.
4. **Easy/Difficult in Working with Them:** Good communication for the most part.
5. **Other Comments:**
6. **Recommended?:** Yes.

Via Electronic Mail

April 30, 2021



Mr. Maurice Goulet, Director  
Town of Medfield  
Department of Public Works  
55 N Meadows Road  
Medfield, MA 02052

RE: Owner's Project Manager Review of Bids  
Wells 3 & 4 Water Treatment Plant  
Medfield, Massachusetts

Dear Mr. Goulet:

On April 28, 2021, the Town of Medfield, Massachusetts (Town) received four Bids for the Wells 3 & 4 Water Treatment Plant project. Woodard & Curran has reviewed the bid tabulation, the bid submitted by Biszko Building Systems, as well as the reference checks and review of bids completed by Environmental Partners and the details are as follows:

The lowest Base Bid was submitted by Biszko Building Systems Inc. (Biszko), located at 20 Development Street in Fall River, Massachusetts for the sum of \$8,018,780.66. The project also included an alternate for the sewer force main. Biszko's alternate amount was \$260,362.33, making their base bid and alternate a total of \$8,279,142.99. Award of the alternate does not change the low bid, however award of the alternate would put D&C Construction as second low bid. The Base Bid, Alternate, and Base Bid plus Alternate amounts for all bidders are as follows:

		<b>Base Bid</b>	<b>Alternate 1</b>	<b>Base Bid + Alt. 1</b>
1	Biszko Building Systems Inc.	<b>\$8,018,780.66</b>	<b>\$260,362.33</b>	<b>\$8,279,142.99</b>
2	WES Construction Corporation	<b>\$8,584,000.00</b>	<b>\$735,000.00</b>	<b>\$9,319,000.00</b>
3	D&C Construction	<b>\$8,768,823.00</b>	<b>\$330,000.00</b>	<b>\$9,098,823.00</b>
4	Winston Builders Corporation	<b>\$9,062,889.00</b>	<b>\$570,000.00</b>	<b>\$9,632,889.00</b>

Environmental Partners checked the Bids submitted for completeness and correctness, and contacted references. Any items missing from bids, such as state revolving fund (SRF) diesel retrofit paperwork or disadvantaged business enterprise participation forms, were deemed incidental and Woodard & Curran agreed with Environmental Partners.



The Bidding Documents required General Contractors to provide references of six recent projects of similar scale to the Wells 3 & 4 Water Treatment Plant project. Within their bid, Biszko provided six projects as references to demonstrate their experience and skill. These projects are summarized below:

1. Forges Field Pump Station, Plymouth MA  
Date Completed: June 2020  
Project Cost: \$2,235,545
2. Interim Carbon Filters, Airport Well and Straightway Facility, Barnstable MA  
Date Completed: May 2020  
Project Cost: \$1,479,465.27
3. Union Street Pumping Station, Portsmouth RI  
Date Completed: May 2020  
Project Cost: \$2,148,944.65
4. Muddy Pond Replacement Wells and Pump Station, Stoughton MA  
Date Completed: April 2021  
Project Cost: \$3,141,340.00
5. Baycoast Wastewater Treatment Facility, Swansea MA  
Date Completed: August 2014  
Project Cost: \$2,200,000
6. Cotuit Pump Station Improvements, Cotuit MA  
Date Completed: May 2016  
Project Cost: \$2,000,000

All six of the references submitted are for water/wastewater work however, only three of these projects are similar in character (Barnstable MA, Stoughton MA, and Swansea MA). Of the submitted reference projects, the largest in value, Stoughton MA, is \$3,141,240.00, which is notably less in value than this Water Treatment Plant Project. However, the Bid price submitted by Biszko is within their DCAMM single project limit of \$9,347,000.

Environmental Partners conducted five reference checks for Biszko. Four out of the five reference checks were from Environmental Partners and the fifth was from Tighe & Bond. The references gathered were generally positive and indicated that there were few delays and only minor change orders that were not owner driven. However, two of the five references said they would only recommend Biszko depending on the size of the project, and one referred to them as “capable, but not the greatest”. In their review of bids, Environmental Partners indicated that they felt Biszko would be able to perform the work required as part of this project. Based on references, Environmental Partners has worked closely with Biszko in the past.



In accordance with the original solicitation, and as the Awarding Authority (Owner), the Town reserves the right to proceed with Award of the contract or reject any or all Bidders as the Town believes is in the best interest of the Project or the public.

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

Sincerely,

WOODARD & CURRAN

Renee Lanza, P.E.  
Project Manager



## CONTRACTOR REFERENCE CHECK

**CONTRACTOR:** Biszko Building Systems Inc.  
**REFERENCE FOR:** Union Street Pump Station  
**REFERENCE FROM:** Jessica Lynch (Portsmouth, RI)  
**DATE:** 05-03-2021

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**What did the project involve?**

*The project involved the construction of a 3.5MG pump station, associated yard piping, and connection to the existing system. They also decommissioned the existing station.*

**How was the quality of work?**

*Great quality of work. They were on top of any issues that arose and were very responsive during their work.*

**How was the Contractor's paperwork? Was it correct and timely?**

*Pretty good. Occasionally they took longer to submit the pay reqs but it wasn't too bad. Tighe and Bond were the construction coordinators who oversaw the project and handled the pay reqs.*

**How were the Contractor's relationships with the Owner? Engineer? Subcontractors?**

*No problems recalled. Smooth going project.*

**How many change orders? What type? What magnitude?**

*Two change orders neither the fault of the Biszko. One was Town directed, the other based on a discrepancy between Tighe & Bond and Natural Grid Systems for the design.*

**Would you recommend this contractor for similar work? Would you hire the contractor again?**

*Definitely would recommend and would hire again.*

**Were there any bonds invoked or legal efforts initiated by any parties?**

*No.*



## Suggested FY2022 Goals

### Goal: Civic Engagement

1. Develop Committee Handbook to reflect most current information on roles and responsibilities of committees and their members
  - A. Provide Educational resources to ensure compliance with applicable laws and regulations
  - B. Continue to improve the effectiveness of committees by ensuring they have updated Charter documents which include direction and purpose
  - C. Provide all committee chairs with Town of Medfield email to improve archival processes
2. Develop Summer Intern Program to be in place for Summer 2022

### Goal: Inter/Intra Governmental Operations

3. Identify and advance opportunities for cooperation between Town departments, Medfield School Department, neighboring municipalities, and regional governments as ways to improve services and reduce costs.
  - A. Review feasibility of establishing regional operations with surrounding towns
  - B. Encourage communication and create cross-departmental teams to improve cooperation and coordination of services.

### Goal: Grounds and Open Space Maintenance and Improvement Plan Proposal

4. Work with Town Boards and Departments, including DPW, Parks and Recreation, and Conservation to develop a grounds and open space maintenance plan
  - A. Update grounds and open space inventory
  - B. Identify responsibility for grounds and open space
  - C. Prepare maintenance plan for all identified locations

### Goal: Long Term Financial Planning

5. Establish long term financial sustainability for the Town by adherence to approved financial policies regarding reserve levels, balanced budgets, and capital financing and financial forecasting.
  - A. Capital Budget recommendation for FY2023 to be made to the BOS before September 30, 2021
  - B. Update Financial Policy to include formalized test to measure compliance



### **Goal: Communications**

6. Increase level of communication between the Board of Selectmen and Department Heads, identify and improve website navigation to make it clearer to understand and easier to navigate
  - A. Quarterly update reports to BOS from Police Chief, Fire Chief, and DPW Director, other departments as requested
  - B. Website audit to remove old committees, archive outdated information, bring more current information front and center
  - C. Create new "Welcome Section" on website with basic information for new residents to Medfield

### **Goal: Board of Selectmen Policy Updates**

7. Continue to formalize the policies and procedures of the Board of Selectmen
  - A. Minimum: Car Wash Policy, Flag Policy, Municipal Building/Grounds Use policies to be presented to the Board of Selectmen for review
8. Recommend and update process for adoption of Personnel Policies

### **Goal: Labor Relations**

9. Initiate and complete collective bargaining sessions prior to the expiration of the contract
  - A. Submission of a fair and reasonable offer to the collective bargaining unit will constitute meeting this goal



**AGREEMENT BETWEEN**  
**TOWN OF MEDFIELD**  
**and**  
**MEDFIELD PERMANENT FIREFIGHTERS ASSOCIATION,**  
**LOCAL 4478, IAFF, AFL-CIO**

**July 1, 2020 to June 30, 2022**

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## **AGREEMENT**

Agreement entered into this \_\_\_\_\_ day of **June, 2021** by and between the Town of Medfield, Massachusetts, hereinafter referred to as the “Employer”, and the Medfield Permanent Firefighters Association, hereinafter referred to as the “MPFA.”

### **ARTICLE I – RECOGNITION**

The Town of Medfield recognizes the MPFA as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all permanent, full time firefighters and lieutenants in the Medfield Fire Department, but excluding the positions of Fire Chief, Deputy Fire Chief, on call firefighters of all ranks, all other positions in the Fire Department, all managerial, confidential and casual employees and all other employees. The parties reserve their positions on the inclusion/exclusion of a permanent Captain’s position in the bargaining unit if the position is established.

### **ARTICLE II – MANAGEMENT RIGHTS**

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Employer, through its Fire Chief, Town Administrator, Board of Selectmen and/or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, including M.G. L. c. 48, § 42, the Medfield Fire Department Rules and Regulations, practice, precedent or other means to manage and control the Fire Department and its employees.

The existing Medfield Fire Department Rules and Regulations shall remain in effect to the extent that they do not expressly conflict with any specific provisions of this agreement; provided the union waives no rights pursuant to M.G.L. c. 150E.

By way of example but not limitation, management retains the following rights:

- To enforce existing rules, regulations, policies and procedures, amend or supplement them;
- To add to or eliminate departments, increase or decrease the number of jobs, including abolishing positions;
- To determine the mission, budget, and policy of the Department;
- To determine the organization of the Department, the number of employees, the positions needed, the work functions to be performed and the technology required to perform them;
- To manage and direct employees of the Department, including determining and implementing personnel policies;

- To determine the numbers, types, grades/ranks of positions or employees assigned to the Department, work project or shift or to any location, vehicle, building, station, facility or task;
- To hire outside contractors to provide Fire Department services; however, the Town will not hire outside contractors to perform any service that, as of June 30, 2007, is performed solely by the members of the bargaining unit;
- To hire employees, including determining initial step placement, up to Step Three (3) based on prior experience or other special qualifications related to the position;
- To assign, including shift and group assignment and the number assigned, to reassign and transfer employees; generally, there will be advance notice of 30 (thirty) calendar days for re-assignment to a different shift or group, but a shorter notice period is sufficient if the Chief determines that it is necessary to the efficient operation of the Department;
- To promote employees, provided that the promotion procedure will include an interview and written examination;
- To determine job duties, descriptions, qualifications and classifications, including but not limited to combined operations for more than one Department, subject to the obligation to bargain changes pursuant to G.L. c. 150E.
- To determine when overtime is necessary, who is qualified to perform it, to require that overtime be performed and to assign overtime; shift overtime will be distributed in a reasonably equitable manner among those qualified to perform it, but involuntary overtime will not be counted against an employee;
- To determine the equipment to be used and the uniforms to be worn in the performance of duties;
- To evaluate the work performance of employees under a written evaluation procedure developed by the Town's Personnel Board;
- To layoff employees based on permanent firefighter service time in the Medfield Fire Department with the employee with the least amount of permanent firefighter service being laid off first;
- To approve the scheduling of all time off, including without limitation vacation time;
- To take whatever actions may be necessary to carry out the responsibilities of the Department and the Town in situations of emergency;
- To require the truthful cooperation of all employees during investigations, including without limitation investigations which could result in disciplinary action against the employee or others;

- To determine its internal security practices;
- To take actions necessary to comply with state and federal law, regulations or mandates.

The Employer also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

### **ARTICLE III- MEMBERSHIP IN THE MPFA**

- In accordance with Massachusetts law, the Employer shall not interfere with, restrain, or coerce employees in the exercise of the rights of self-organization to form, join, or assist the MPFA, to bargain collectively through the MPFA on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- In accordance with Massachusetts law, the MPFA shall not interfere with, restrain or coerce employees in the exercise of their right not to join or assist the MPFA. The MPFA shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.
- Each employee of the Department shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws, rules and regulations.

### **ARTICLE IV-DUES COLLECTION**

- In accordance with Massachusetts law, the Employer shall deduct from earned wages periodic MPFA membership dues required as a condition of acquiring or retaining membership in the MPFA of those employees who individually authorize such deduction in writing on the form provided by the Employer. The Employer will remit all sums deducted under such check off authorization to the Treasurer of the MPFA together with a list of the employees from whom such dues or fees have been deducted.
- The MPFA shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action, taken or not taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished to the Employer, including but not limited to any proceeding in which the Employer is made a party.
- The employer will incur no liability for loss of dues money after the Union representative receives said money in person from the Town Treasurer.

## **ARTICLE V-GRIEVANCE AND ARBITRATION PROCEDURE**

- a. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth. By mutual agreement in writing, the parties can extend time lines and/or combine steps.
- b. Members of the MPFA shall have the right to file grievances. Grievances are defined as problems arising out of the application by the Town of the express provisions of this Agreement as they might affect an employee, or a group of employees with the same problem who are covered by this Agreement. Grievances shall be filed within 20 days from occurrence. All Grievances shall be filed using the attached grievance form. All grievances shall specify:
- the particular contract article and section alleged to have been violated;
  - the facts supporting each alleged violation in reasonable detail;
  - the date each act or omission violating the Agreement is alleged to have occurred; and,
  - the remedy sought for each alleged contract violation.
- c. Grievances shall be processed as follow:

Step 1. The grievance shall be submitted to the Fire Chief. Within fourteen (14) calendar days, the Chief will meet with the Grievant and/or a representative of the MPFA, who shall provide him with any information in support of the grievance. No allowing of a grievance or settlement of a grievance is binding on the Town unless approved by the Town Administrator.

Step 2. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Chief, within fourteen (14) calendar days thereafter, the employee and representative of the MPFA shall give written notice to the Town Administrator reciting the intermediate steps taken and submitting a written statement of the grievance and within fourteen (14) calendar days the Town Administrator through its designee shall meet with the MPFA designee and the employee to discuss the matter.

Step 3. If no disposition of the grievance to the satisfaction of the employee has been made in fourteen (14) calendar days after presentation to the Town Administrator, within fourteen (14) calendar days thereafter, the employee and representative of the MPFA shall give written notice to the Board of Selectmen reciting the intermediate steps taken and submitting a written statement of the grievance and, by the second regular Selectmen's meeting after the grievance is filed with the Board, the Board shall meet with the MPFA designee and the employee to discuss the matter.



Step 4. If at the expiration of the fourteen (14) calendar days following the conclusion of this presentation and discussion, no disposition of the grievance to the satisfaction of the employee has been made and if the grievance is within the definition of the term as contained in this agreement, the MPFA or the Municipal Employer may present the grievance to the American Arbitration Association.

The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this agreement. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. Subject to an appeal under M.G.L. c. 150C, the award shall be final and binding on the Town, the Union and the grievant.

- d. The Municipal Employer and the MPFA shall share the expense of such arbitration service equally, except that each party shall assume the cost of its own presentation before the Arbitrator.
- e. A grievance will be considered waived if the employee and/or MPFA does not pursue it in accordance with the provisions of this Article, including the timelines.
- f. Written submissions of grievances at step 2 shall be in not less than triplicate, on forms to be agreed upon jointly. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the form and shall be signed by the employee, the MPFA representative and the Town's representative reaching this adjustment.
- g. Any incident that occurred or failed to occur prior to the effective date of this agreement shall not be subject of any grievance hereunder.

## **ARTICLE VI-CLASSIFICATION OF POSITIONS & PAY SCHEDULE**

- a. Appendix A sets forth the placement on the salary schedule of each member of the bargaining unit as of July 1, 2007 and July 1, 2008.
- b. Each member who has been employed for at least a year will receive a step raise on July 1<sup>st</sup> of each calendar year of this Contract.
- c. Salary Schedule (salary paid in bi-weekly installments):

### **FIREFIGHTER/EMT**

<b>FF/EMT</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>7/1/2020</b>	<b>24.87</b>	<b>25.64</b>	<b>26.37</b>	<b>27.19</b>	<b>27.99</b>	<b>28.86</b>	<b>29.69</b>	<b>30.57</b>
<b>7/1/2021</b>	<b>25.37</b>	<b>26.15</b>	<b>26.90</b>	<b>27.73</b>	<b>28.55</b>	<b>29.44</b>	<b>30.28</b>	<b>31.18</b>

### **CAPTAIN/EMT**

<b>CAPT/EMT</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/1/2020	28.86	29.72	30.47	31.23	32.17	33.13
7/1/2021	33.62	34.29	34.97	35.67	36.38	37.11

Effective July 1, 2021 the rank of Lieutenant will be replaced with Captain. It is mutually agreed between the Employer and the MPFA that the Captain/EMT position will be included in the Bargaining Unit and members of the MPFA.

For reasons of seniority an order will be set based on the member of the MPFA's hire date as a full time firefighter /EMT for the Town of Medfield. If two or more members are hired on the same date, seniority will be granted to the first candidate considered hired by the Chief of the department.

### **EMT Certification**

Maintaining EMT certification is a condition of employment. Each member of the MPFA who maintains the EMT certification for the entire calendar year shall receive an EMT stipend to be paid in the first pay period of December. EMT-P certification and Massachusetts license as a Paramedic is a condition of employment for all members hired on or after July 1, 2014.

Effective July 1, 2017 the stipends will be as follows:

EMT-B	\$ 2,000.00
EMT-I	\$ 4,000.00

### **EMT-P Compensation**

In addition to their regular pay, effective July 1, 2018, an EMT-P shall receive a stipend of \$7,500 (seven thousand and five hundred dollars) for the entire calendar year to be paid in the first pay period of December. The stipend shall be pro-rated for any portion of the calendar year during which services are provided. The stipend will compensate the EMT-P for providing the services and maintaining the EMT-P certification. The stipend will not be included in the calculation of any other compensation, including the overtime rate.

The Chief may assign an EMT-P to perform ALS/EMS Coordinator duties determined by the Chief, including those duties currently performed by the EMS Coordinator. The stipend shall be pro rated for any portion of the calendar year during which the services are provided. The stipend will compensate the ALS/EMS Coordinator for all duties assigned by the Chief related to the Department providing ALS/EMS Services. Effective July 1, 2018 to be paid in the first pay period in December the stipend will be as follows: ~~The full-time EMS Coordinator who serves in the position for the entire calendar year shall receive an annual stipend to be paid in the first pay period of December. Effective July 1, 2018 the stipend will be as follows:~~

ALS/EMS Coordinator	\$3,000.00
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The EMT/ALS and EMS/ALS Coordinator stipends will not be included in the calculation of any other compensation, including the overtime rate.

## **ARTICLE VII-HOURS OF WORK & OVERTIME**

- a. The schedule shall consist of 24 hours on, 48 hours off, 24 hours on and 96 hours off (“1-2-1-4”) The work week will consist of forty-two (42) hours average over an eight (8) week cycle.
- b. The target date for beginning the trial period is on or about July 1, 2010, with the Chief determining the exact date in July.
- c. The accrual of time off and the increments for using time off shall remain the same. The regular work day portion will begin at 8 am and shall remain ten (10) hours. The regular work night portion is and shall begin at 6 pm. and shall remain fourteen (14) hours. Overtime for shift coverage shall be taken and assigned in 10 and 14 hours segments as currently practiced. No member may work more than 38 consecutive hours, without written approval of the Chief.
- d. The parties recognize an obligation to discuss and/or negotiate other changes for unseen circumstances that arise as a result of the transition to and implementation of the 24 hour shift schedule.
- e. During the three month trial period, the Town will have exclusive discretion to determine whether and when the 24 hour shift trial period will end and the work schedule will revert back to the current schedule. This right must be exercised on or before October 1, 2010 by notifying the Union in writing at least 30 days prior to the end date. The Town will not have to justify its decision nor will it have any bargaining obligation related to the ending of the trial period and reversion back to the current work schedule nor will it be grievable, arbitable or subject to challenge in any forum. Any provisions related to the 24 hour shift will then be incorporated into the parties’ 2009-2011 collective bargaining agreement.
- f. In the event that the town exercises its right to end the trial period, the Town will be obligated to reopen bargaining on the terms of the parties collective bargaining agreement for the period beginning July 1, 2010 if the Union so requests.
- g. There will be no cost to the Town, in the change to or from the 24 hour shift schedule.
- h. If the town does not end twenty for hour schedule pursuant to Section III, E. and either party to this agreement seeks to terminate the twenty-four (24) hour shift schedule, and return to the prior schedule, it shall, on or before May first on the fiscal year preceding the fiscal year for which such termination is sought, give notice to the other party of its intent to terminate said twenty-four (24) hour shift schedule. If the party receiving such notice is agrees with the notice seeking to terminate said twenty-four (24) hour shift schedule, it must notify the other party of its disagreement. The parties shall promptly meet to discuss their disagreement and to

determine whether the concerns of the parties seeking to terminate the twenty-four (24) hour can be resolved through negotiations. If the parties are unable to resolve such disagreement, either party may submit this matter to the mediation/arbitration procedures set forth below which shall govern and take precedence over the grievance and arbitration provisions of the contract.

- i. The mediator/arbitrator selected shall immediately meet with the parties in order to mediate and resolve the disagreement over the twenty-four (24) hour shifts. If such mediation is unsuccessful, the arbitrator shall immediately thereafter convene an expedited arbitration. The mediator/arbitrator shall only have the authority to decide whether or not the twenty-four (24) hour shift shall remain in effect for the next fiscal year with or without any modifications of said schedule. The arbitrator shall terminate the twenty-four (24) hour schedule for the next fiscal year if he finds that maintaining the twenty-four (24) hour schedule is not in the best interest of the Town of Medfield. In making this determination the arbitrator shall consider
  - a. The financial cost of maintaining the twenty-four (24) hours schedule;
  - b. Whether the twenty-four (24) hours shift schedule has adversely affect the operation of the department, including overtime costs and sick leave utilization;
  - c. How the twenty-four (24) hours shift schedule has affected the morale of the Department;
  - d. How the twenty-four (24) hours shift schedule has affected the training needs of the department.
- j. The arbitrator may consider other factors so long as such factors related to the efficacy of the twenty-four (24) hours schedule.
- k. Pending the decision of the arbitrator, which decision shall, if possible, be made before the end date sought, the status quo shall be maintained. The decision of the arbitrator shall not preclude either party from invoking this procedure for rescinding the twenty-four (24) hours shift schedule in a subsequent fiscal year.
- l. Members of the MPFA shall have their overtime rate considered to be one & one half of his/her regular hourly rate as set forth in Article VI Section c.
- m. For purposes of determining overtime obligations under the Fair Labor Standards Act ("FLSA") the Department operates under a 28 day work period, meaning it is not obligated to pay overtime until a member has worked 212 hours in the 28 day period.
- n. All hours in excess of the regular scheduled work week of any member of the MPFA covered by this agreement shall be considered overtime and paid at time and one-half of the members' hourly rate.
- o. Members of the MPFA who respond to a call for additional help during their off duty hours shall be compensated at the overtime rate with a two (2) hour minimum being credited provided that arrival at the call is within fifteen minutes. Firefighters who arrive after fifteen minutes, but while the incident is in progress, shall be paid hour for hour. Work performed over the two (2) hour minimum shall be paid to the next highest half hour.

- p. Members of the MPFA who are required to work more than 15 minutes prior to or after a scheduled shift will be paid hour for hour at his or her respective overtime rate to the nearest half hour. This does not include call outs.
- q. Generally, members of the MPFA shall have first refusal on all extra shifts coverage, details and extra duty. The Union recognizes the Chief's discretion to assign the work otherwise in those instances where it would be more efficient to do so, i.e., a call firefighter is readily available to perform a brief assignment. Unfilled work may be offered to members of the call department or out of town fire fighters/EMT's.
- r. All paid details will be paid hour for hour, with a two hour minimum, at the detail rate of time and one-half the member's hourly rate.
- s. Shift assignments can be made, or changed, in the exclusive discretion of the Chief, including to allow for sufficient EMT-P's to be regularly scheduled at any time to meet minimum ALS licensing requirements and to allow for the most efficient way to schedule those EMT-P's to provide those ALS services. **To the extent necessary to meet minimum ALS licensing requirements, the Chief will have the right to offer overtime first to EMT-P's and, if no EMT-P volunteers for the overtime, to hold over an on-duty EMT-P and/or order in off-duty EMT-P on a rotating basis.**

### **ARTICLE VIII-HOLIDAYS**

- a. Members of the MPFA shall be paid for each of the following holidays. If the Personnel By-Law is amended to add another paid holiday for all Town employees, the holiday will be added to the list below.

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriots Day	Columbus Day	
- b. Effective July 1, 2008, members of the MPFA shall be paid ten and a half (10.5) hours of straight time for the holiday.
- c. In addition to holiday pay, the compensation for members who work any or all of the twenty-four hours beginning at 0800 hrs on Memorial Day, Independence Day, Thanksgiving Day, or Christmas Day will be 1.5 times their regular compensation for that

shift. If a member is receiving overtime compensation for staffing the shift, they will not be eligible for additional holiday compensation.

## **ARTICLE IX-VACATIONS**

- a. Effective July 1, 2021, the following annual vacations with pay will be granted to all members of the MPFA.

1. First Year:

Members of the MPFA will accrue eight (8) hours of vacation time for each month worked to a maximum of ninety six (96) hours earned in the first year of employment.

2. Subsequent Years:

Following the first full year of employment, members of the MPFA will accrue vacation time as follows:

1 year to 5 years	96 Hours
5 years to 10 years	144 Hours
10 years to 20 years	192 Hours
20 Years and Over	240 Hours

- b. After the first year of employment, accrual will be as of January 1st, except on the 5<sup>th</sup> and 10<sup>th</sup> year anniversary date when additional hours earned will be granted on anniversary date.
- c. Vacation hours cannot be carried over from year to year except under unusual circumstances and with the approval of the Fire Chief. Any hours allowed to be carried over shall be used by September 30<sup>th</sup> of the following year.

In case of retirement, resignation, or termination of employment, the employee shall be paid for all accrued vacation prorated from January 1<sup>st</sup> to the last day of employment.

- d. The additional accrued vacation time for each member for calendar year 2008 based on the new accrual formula set forth above, which will be bought back by the Town, is set forth in Appendix B. Payment shall be made during July, 2009.

## **ARTICLE X-SICK LEAVE**

- a. For record keeping purposes only, the sick leave that each current MPFA member had accrued as of January 1, 2009 pursuant to the formula and terms set forth in this article is set forth in Appendix D.

- b. Upon completion of 30 days of full-time active employment, a member of the MPFA shall be allowed ten (10) hours of sick leave per month for each month of employment completed in any given calendar year provided such leave is caused by sickness or injury or by any exposure to contagious disease. For purposes of administration, in subsequent years after the first full year of employment, eligible employees will be credited with 120 (one hundred and twenty) hours of sick leave as of January first of each year.
- c. An employee in continuous employment shall be credited with the unused portion of sick leave granted under section (b) up to a maximum of twelve hundred (1200) hours. Upon retirement or death, payment shall be made to the employee or the employee's estate for 30% of those hours accumulated over seven hundred and twenty (720) hours.
- d. If the amount of sick leave credit provided for under subsection (b.) has been, or is to be exhausted, the employee may make application for additional allowance to that provided under (b.). Such application shall be made to the Fire Chief, who is authorized to grant such to advance additional allowance as it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his/her request for additional allowance. Decision of the Fire Chief is not grievable or arbitrable.
- e. Sick leave must be reported to on-duty personnel or the Fire Chief as soon as possible but in no event later than thirty minutes before the start of each work shift that the employee will be absent.
- f. Sick leave may only be used by employees who are:
  - Incapacitated from the performance of their duties by illness or injury
  - Whose attendance is prevented by public health requirements
  - Who are required to absent themselves from work for the purpose of a doctor's appointment
  - Who are required to absent themselves from work to personally care for a member of their immediate family in medical emergencies or sickness.
    - Immediate family shall be defined by employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, and grandparents of the employee.
- g. Sick leave shall not be available for illness or disability that resulting from the use of alcohol and/or non-prescribed drugs provided that this shall not apply to circumstances where the employee seeks the assistance of the Town before the alcohol or drug has an impact on the employee's performance of his job duties and the sick leave is part of a Town-approved treatment program.
- h. Any member reporting sick on the day before, the day of, or the day after any Holiday as set out in Article VIII of the contract, will forgo their Holiday Pay compensation for that Holiday. This shall not apply to any member that provides documentation of their illness from their physician. The Chief may waive the physician's documentation requirement if in his view the sick day is warranted.

- i. The Chief will determine whether a member is eligible for sick leave provided that the Chief will only exercise his authority to require medical documentation pertaining to the sick leave if he has a reasonable suspicion that the employee's absence is not caused by personal illness that renders the employee unable to perform his duties. The Chief will not exercise his authority in an unreasonable fashion. This provision is subject to Side Letter 2, attached to this agreement.

#### **ARTICLE XI-PERSONAL LEAVE**

Effective January 1, 2009, members of the MPFA, upon completion of 30 days regular full-time employment, employees shall be allowed 2.6 hours of personal time off with pay for each completed month of service. Such personal time must be taken within 1 year of being earned, and scheduled with the approval of the Fire Chief. For purposes of administration, in subsequent years of employment after the first full year of employment, eligible employees will be credited with (31.5) thirty one and a half hours of personal time, effective January first of each year.

#### **ARTICLE XII-COURT TIME**

- a. A member of the MPFA who is called for jury duty shall be paid by the Town as required under Massachusetts General Law.
- b. Members of the MPFA who are required by the Department to appear in the District Courts, Superior Courts or Civil Courts of the Commonwealth for criminal or civil business (other than grievances or Association business) at other than their regularly scheduled working hours, when the appearance is required as a result of the employee's performance of his regular duties, shall be guaranteed three (3) hours pay at the overtime rate. All time in excess of three (3) hours shall be compensated at the next highest hour.

#### **ARTICLE XIII-BEREAVEMENT LEAVE**

Members of the MPFA shall be offered a maximum of three (3) shifts leave with pay for the purpose of making arrangements and attending the funeral of a members immediate family as defined in the Medfield Personnel Plan, i.e. mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, and grandparents of the employee. Employees are only eligible for paid bereavement time if the process of making arrangements and attending the funeral occurs during a regularly scheduled shift. Additional time may be granted at the discretion of the Fire Chief. If the times allowed are not needed it is expected that the member will return to his/her duties as soon as possible.

#### **ARTICLE XIV-LONGEVITY**



Members of the MPFA shall receive an annual longevity payment of \$250.00 after five years (5) continuous regular full-time employment plus \$50.00 for each additional year up to a total maximum of \$1,000.00, Payable on the 1<sup>st</sup> payday of December. Longevity shall not be included for the purpose of overtime calculation.

#### **ARTICLE XV-UNIFORMS & EQUIPMENT**

- a. The Town of Medfield, through its Fire Chief or some other person designated by him, shall supply a complete uniform to all new members admitted to the Department as a permanent member. The Town shall also supply a complete set of Personal Protective Equipment needed for the duties of a firefighter / EMT.
- b. Effective 7/1/2016 the town shall annually allow \$600 to each permanent firefighter/EMT for the replacement of shift uniforms. The Chief of the Fire Department shall administer the uniform allowance.
- c. The Town shall annually pay to each member of the MPFA a uniform cleaning allowance of \$300 payable the first pay period in December.
- d. If a member's uniform is damaged beyond repair while the member is on duty that portion of the uniform shall be replaced without being charged to the member's annual allowance.

#### **ARTICLE XVI-TRAINING**

- a. A member of the MPFA attending any training class related to the fire or EMS service shall be compensated for the time spent at the class with a minimum of two (2) hours pay. Any class over the two (2) hour minimum will be paid for the actual class time. All training shall be paid at the overtime rate. All members must get approval from the Chief to attend any class. Payment for any class must be pre-approved by the Chief and is at the discretion of the Chief. Members of the MPFA will not be compensated for any costs associated with or required for the recertification of EMT stipends or any other licenses.
- b. Members attending training or classes approved/required by the Fire Chief shall be given shift coverage for the hours the training or class conflicts with his/her regularly scheduled shift. Following the training the employee shall report back to the station for the remainder of his/her shift.
- c. Members of the bargaining unit hired before July 1, 2017 can volunteer for the training under the terms of this article by submitting a written request to the Fire Chief on or before October 15, 2021. The Town will pay all tuition costs, fees and training materials related to the training and certification as required by the Commonwealth of Massachusetts and Medical Control. ("tuition costs").

- d. The Fire Chief will review candidates and determine the order and schedule for members to participate in a training program approved by the Town.
- e. If the employee's regularly scheduled shift conflicts with classroom training, the Chief shall excuse the Paramedic candidate from those specific hours of the shift. A Paramedic candidate will be excused from all shifts for 24 hours preceding a scheduled Commonwealth of Massachusetts certification exam and/or practical examination. **Additionally, a Paramedic participating and completing their precepting ride time as a requirement of certification shall be compensated at their regular hourly rate unless the ride time results in a candidate working excess of 42 hours, at which time the candidate will receive compensation at 1.5 times their regularly hourly rate.**
- f. Members who undertake the training and earn certification as an EMT-P **no later than May 31, 2023** shall be eligible for a one time paramedic completion bonus of \$200 per bi-weekly pay check for 50 pay checks (\$10,000) beginning once the Department is providing licensed ALS services and provided the member meets the member's other obligations under this article.
- g. A member who requests an opportunity to obtain EMT-P certification and is provided with that opportunity by the Department, but then fails to obtain certification by **May 31, 2023** shall be required to reimburse the Town an amount not to exceed the total of the tuition costs, including under a reimbursement schedule of pay deductions determined by the Town and/or by withholding any amounts due the member upon separation of employment with the Town.
- h. A member who leaves the employment of the Town without providing at least 10 consecutive years of EMT-P service once the Department begins providing ALS services shall be required to reimburse the Town an amount not to exceed the total of the tuition costs, including on a reimbursement schedule of pay deductions determined by the Town and/or by withholding any amounts due the member upon separation of employment with the Town.
- i. Unless there are mitigating circumstances, as determined in the exclusive discretion of the Chief, a member will be given one opportunity to obtain the EMT-P certification at the with the Town paying tuition costs. This shall not preclude a member from trying to earn certification on his/her own.
- j. Members who earn certification as an EMT-P shall maintain that certification and provide Paramedic services as a condition of their continued employment with the Medfield Fire Department.

## **ARTICLE XVII – ACTING PAY**

An employee of the MPFA that has been officially designated by the Fire Chief or his designee to assume temporarily the full responsibilities of a company officer or higher, the member shall be paid according to Step 1 pay scale for the position the member is acting in. Any employee of the MPFA acting in a higher grade must be named on a current promotional list for the grade that the member is acting in. If there is an inability to staff the vacant position with a member on a current promotional list, the senior member on duty will assume temporarily the full responsibilities of the company officer as described in this article.

## **ARTICLE XVIII-INJURED LEAVE**

An employee incapacitated for duty because of sickness, injury or disability sustained in the performance of their duty without fault on their part shall be granted injured leave without loss of pay or other compensation for the period of such incapacity pursuant to G.L. c. 41, §§ 100 and 111F as modified hereunder and subject to the provisions of this Article.

Members shall notify the Chief immediately of any such illness or injury.

The Fire Chief will determine whether a member is eligible for injured leave and when a member is no longer eligible for injured leave. The Chief may require medical documentation in determining whether to allow the leave or whether to end the leave. The documentation may include without limitation the member's medical and treatment records related to the injury. The Chief shall consider all pertinent information including medical evidence in making his decision and his decision shall not be arbitrary and capricious.

The Fire Chief may also order a member to attend an evaluation by a Town designated physician or specialist designated by the Chief provided that such evaluation is scheduled, if an appointment is available, within thirty(30) calendar days of when the Chief receives the claim for injured leave, including any initial documentation from the employee's physician related to the claimed injury. In addition, the Chief may require an examination by the Town physician to determine fitness to return to duty.

Nothing in this provision shall be interpreted to preclude the employee from receiving treatment from the employee's physician.

## **ARTICLE XIX-DISCIPLINE**

The Employer may take disciplinary action, up to and including dismissal, against an employee, but no employee will be demoted, suspended without pay or dismissed except for just cause

## **ARTICLE XX – UNION BUSINESS**

One(1) Union Delegate shall be allowed time off without loss of pay for the purpose of attending a national/statewide union conference every other year for up to a maximum of four (4) days.

## **ARTICLE XXI – PROBATIONARY PERIOD**

Any newly hired full-time fire fighter shall be deemed to be on probation for a period of twelve (12) months from the date of appointment as a full-time firefighter. Full-time firefighters will accrue vacation, sick, and personal leave, as prescribed in this agreement, during this probationary time but will not be eligible to use any of the accrued time until completion of three (3) months employment. This probationary period may be extended by mutual agreement between the Employer and the Union. During the probationary period or any extension, the Employer may discipline, suspend or dismiss a probationary member without any recourse by the Union and without any recourse by the employee under the Contract.

## **ARTICLE XXII– NO STRIKE**

- a. No member of the bargaining unit shall engage in, induce or encourage any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- b. The MPFA agrees that neither the MPFA nor any of its officers, agents or members, nor any fire fighter or employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike, or other withholding of services from the Employer, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services, including upon termination of this Agreement.
- c. The MPFA agrees further that should any fire fighter or employee or group of fire fighters or group of employees covered under this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such fire fighter or employee or group of fire fighters or group of employees to terminate such job action.
- d. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be just cause for disciplinary action by the Town against a fire fighter or employee, and such other action that the Town may deem appropriate.

- e. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

#### **ARTICLE XXIII- MISCELLANEOUS**

- a. Each member of the bargaining unit will receive a copy of the Department's Rules and Regulations, Policies and Procedures and any changes and sign for them if asked to do so by the Chief. Each member is obligated to know them and abide by them but the signatures shall not waive any right that the Union may have to challenge any change.
- b. Upon mutual signing of the Agreement between the Employer and the MPFA, the employer will provide an electronic PDF copy of the signed Agreement with an additional copy in Microsoft Word format within 30 days of said signing to the MPFA

#### **ARTICLE XXIV-AMENDMENTS**

All articles of this agreement may be amended at any time during the duration of this contract if mutually agreed upon in writing by the Town of Medfield and members of the MPFA.

#### **ARTICLE XXV-STABILITY OF AGREEMENT**

- a. This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Any benefit not specifically included in this Agreement expressly or by reference, including without limitation provisions of the Medfield Personnel Administration Plan, is not a part of the Agreement.
- b. The failure of the Town or the Union to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition and the obligation of the Union or Town to such future performance shall continue in full force and effect.
- c. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

#### **ARTICLE XXVI- SAVINGS CLAUSE**

Should any provision of this Agreement or any supplement thereto become invalid by an act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions

of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate for a satisfactory replacement for any such provision.

#### **ARTICLE XXVII- DURATION**

This Agreement shall be in effect from July 1, 2020 through June 30, 2022 and shall continue thereafter until a successor agreement is reached by the parties or completion of the dispute resolution process pursuant to M.G.L. c. 150E.

#### **ARTICLE XXVIII- WORKPLACE DRUG AND ALCOHOL POLICY**

To ensure a safe, healthful and productive environment and to protect the general public. The use of alcohol while on duty shall be prohibited. The use, possession, solicitation for a sale of narcotics or other illegal drugs or prescription medication without a prescription on town property is prohibited. The Town has in place and Employee Assistance Program (EAP) and advises employees that they may consult with EAP regarding any possible substance issue. The EAP program is confidential and the providers to work under the program are prepared to assist employees and will not provide confidential treatment/medical information to the Town.

##### **PROHIBITED CONDUCT**

1. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally used drug, drug paraphernalia or alcohol on town property on department business or Department vehicles during work hours.
2. Being under the influence of an unauthorized controlled substance, illegally use drugs or alcohol on Department property, Department business or Department vehicles during work hours.
3. An employee shall not report for duty or remain on duty with an alcohol concentration of 0.02 or greater.
4. Use, possession, manufacture, distribution, dispensation, or sale of illegally used drugs or controlled substances while on duty.
5. Refusing consent to testing or refusing to submit to a breath or urine sample for testing consistent with this policy.
6. Failure to notify the Department of any arrest or conviction under any drug or alcohol criminal statute.

##### **TESTING**

A testing lab will be mutually selected by the Town and the Union and will be from among labs certified by the State or Federal Government.

The Fire Chief or his designee shall require and employee to submit to an alcohol or controlled substance test when he has reasonable suspicion to believe that the employee has violated this policy. Reasonable suspicion of drug and /or alcohol use will be based on specific objective fact(s) and inferences drawn from observation or knowledge that the employee may be involved in the use of any illegally-used drug, controlled substances, or alcohol. Examples include but are not limited to:

1. Specific observations concerning the appearances, behavior, speech or body odor of the employee;
2. Observation phenomena such as direct observation of on duty alcohol use or possession; and/or direct observation of on duty or off duty use possession of illicit drugs;
3. A pattern of abnormal conduct, erratic behavior or deteriorating work performance, including but not limited to frequent absenteeism, excessive tardiness or frequent accidents, not attributed to other factors and which appear to be related to drug or alcohol abuse;
4. Arrest, indictment, or conviction for drug related offenses:

Alcohol testing is authorized under reasonable suspicion testing only when the observations required to be made of the determination of reasonable suspicion are made during or just preceding the work day that the employee is required to be in compliance with the alcohol prohibitions.

### **VIOLATIONS OF THIS POLICY**

An employee who refuses to submit to a test, tests positive for a controlled substance which is confirmed or has a breath test authorized under this policy and has an alcohol concentration of 0.02 or greater which is confirmed has violated this policy and shall be subject to discipline, up to and including dismissal. Depending on the nature of the offense, the discipline may include but shall not be limited to the following:

1. The employee will be relieved from duty and required to see a Substance Abuse Professional (SAP) and shall comply with all recommendations and complete all programs (inpatient, outpatient, and counseling). The employee must provide documentation of satisfactory completion of the program to the Town by way of the Chief of Police
2. During any rehabilitation the employee will be on unpaid leave except that he or she may elect to take sick, accrued vacation, holiday or personal time to which the employee is entitled.
3. Before an employee may return to duty the employee must undergo a return to duty test as referenced above.
4. The employee maybe subject to unannounced follow up testing for two (2) years.

Neither the provisions of this policy nor the town's willingness to substitute it for earlier versions of the Town's proposed policy shall be interpreted to allow officers to engage in on-duty or off-duty misconduct involving drugs and alcohol with impunity. To the contrary, it is acknowledged that the town has the right to discipline officers for such misconduct and the level of discipline will depend on the nature of the offense. In all cases of misconduct, the just cause provision of the Collective Bargaining agreement shall apply.

### **ARTICLE XXIX - ANNUAL PERFORMANCE EVALUATIONS**

Effective 7/1/2016, performance evaluations may be conducted once per year by the Fire Chief. These evaluations will be conducted orally and a record will be kept to document that the evaluation will take place, but no written evaluation will be completed. The evaluations will not affect

advancement on the salary structure but they may be used for the purposes of future promotions. As part of the evaluation, the Chief will document that the employee is current with Department requirements, policies and procedures, including without limitation a satisfactory check of all licenses and in possession of all required uniforms and equipment.

**ARTICLE XXX. EDUCATIONAL BENEFIT STIPEND**

Effective July 1, 2021 all members who have or subsequently obtain a degree shall be provided with an Annual Educational Benefit Stipend as follows. This program shall recognize Associate, Bachelors, and Masters degrees in the concentrations of fire science, para-medicine, emergency management, and public administration.

Associates	\$2,000
Bachelor	\$4,000
Masters	\$6,000

- A. Degrees shall have been awarded by a College or University listed in the database of accredited postsecondary institutions and programs maintained by the US Department of Education at the time that the degree was awarded **and** must be approved by the Fire Chief and the Human Resources Director.
- B. Degrees shall be reviewed and evaluated in January with the Fire Chief and it shall be paid to members in the first pay period in July.
- C. Educational Benefit Stipends will not be included in the calculation of any other compensation, including the overtime rate.

**MEDFIELD PERMANENT  
FIREFIGHTERS ASSOCIATION  
LOCAL 4478, IAFF, AFL-CIO**

**TOWN OF MEDFIELD**

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

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

Dated:

Dated:





## Appendix A

<b>Step effective 7/1/07</b>		
Jeff Benotti	<b>(Lt. FF/EMT) Step 6</b>	\$26.17/hr
Richard Rogers	<b>(FF/EMT) Step 8</b>	\$24.97/hr
John Monahan	<b>(FF/EMT) Step 8</b>	\$24.97/hr
Tom Cronin	<b>(FF/EMT) Step 5</b>	\$22.85/hr
Mike Harmon	<b>(FF/EMT) Step 5</b>	\$22.85/hr
Neil Kingsbury	<b>(FF/EMT) Step 5</b>	\$22.85/hr
Bill DeKing	<b>(FF/EMT) Step 4</b>	\$22.19/hr
Scott Donahue	<b>(FF/EMT) Step 4</b>	\$22.19/hr

<b>Step effective 7/1/08</b>		
Jeff Benotti	<b>(Lt. FF/EMT) Step 6</b>	\$26.96/hr
Richard Rogers	<b>(FF/EMT) Step 8</b>	\$25.72/hr
John Monahan	<b>(FF/EMT) Step 8</b>	\$25.72/hr
Tom Cronin	<b>(FF/EMT) Step 6</b>	\$24.26/hr
Mike Harmon	<b>(FF/EMT) Step 6</b>	\$24.26/hr
Neil Kingsbury	<b>(FF/EMT) Step 6</b>	\$24.26/hr
Bill DeKing	<b>(FF/EMT) Step 5</b>	\$23.54/hr
Scott Donahue	<b>(FF/EMT) Step 5</b>	\$23.54/hr

## Appendix B

<b>Vacation Time Earned On 1/1/08 To Be Bought Back in July, 2009 Rather Than Taken As Paid Time Off</b>	
Jeff Benotti	24 Hours
Richard Rogers	18 Hours
John Monahan	18 Hours
Tom Cronin	12 Hours
Mike Harmon	12 Hours
Neil Kingsbury	12 Hours
Bill DeKing	12 Hours
Scott Donahue	12 Hours

**Appendix C**  
**Grievance Form**  
**International Association of Firefighters**  
**Local 4478**

To: \_\_\_\_\_  
(Name of Organization)

From: \_\_\_\_\_  
(Last Name) (First Name) (Middle Initial)

Rank: \_\_\_\_\_

Submit The Following Grievance, Which Occurred On: \_\_\_\_\_  
(Date)

Against (Official Involved): \_\_\_\_\_

As a Violation of (Cite Sections of Contract): \_\_\_\_\_

The Acts Pertaining to Said Grievance Are as Follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Suggested Corrections: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature Union Official)

\_\_\_\_\_  
(Signature of Employee)

**Action Taken**

By the Union (Approval to Process)

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

Submitted to Step 1

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

First Step: (No Satisfaction)

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

Submitted to Step 2

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

Second Step: (No Satisfaction)

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

Submitted to Step 3

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

Third Step: (No Satisfaction)

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

Fourth Step: Award of Arbitration

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

## Appendix D

Sick Leave Accrued As Of 1/1/09	
Jeff Benotti	1264 Hours
Richard Rogers	1286 Hours
John Monahan	264 Hours
Tom Cronin	567 Hours
Mike Harmon	529 Hours
Neil Kingsbury	426 Hours
Bill DeKing	351.5 Hours
Scott Donahue	578 Hours

**SIDE LETTER 1**

If, during the term of this Contract, the Town decides that the Fire Department should provide ALS/paramedic service, there shall be negotiations limited to negotiating rates of pay and other benefits and conditions of employment associated with ALS/paramedic service.

**SIDE LETTER 2**

If the Union believes that the Fire Chief has abused his authority with respect to requesting medical documentation related to a firefighter's sick leave absence, it may require the Town to reopen this Agreement to engage in further bargaining with respect to Article X, section f. If the parties are unable to resolve any dispute through bargaining, the issue shall be submitted to interest arbitration for a binding determination.



**Town of Medfield Board of Health**

**Contractual Agreement**

**Between the Medfield Board of Health and the Natick Walpole VNA**

This agreement is entered into on this 29<sup>th</sup> day of June 2021 by and between Natick Walpole VNA, a not for profit corporation providing community health education and public health nursing services, hereinafter referred to as NWVNA and, the Town of Medfield, through its Board of Health, hereinafter referred to as the Town.

WHEREAS, Natick Walpole VNA is willing and able to provide high quality community health nursing and health education services; and,

WHEREAS, the Town of Medfield desires to obtain high quality community health nursing and health education services for its residents from time to time;

The parties, therefore, agree as follows:

**I. General Purpose**

The purpose of this agreement is to provide health promotion activities and communicable disease follow-up through Public Health Nursing Services to residents of the Town of Medfield.

**II. Responsibilities of the Walpole Area Visiting Nurse Association, Inc:**

- a) Provide health promotion nursing services, or information and referral or home visits to residents identified by the Board of Health.
- b) Investigate and follow up as necessary with individuals with communicable diseases, taking and filing case histories as required by the Massachusetts Department of Health. Provide for epidemiological investigation for all state required reportable communicable diseases, including the completion of surveillance case forms, follow-up visits, instruction and /or referral of patients to other sources of assistance; notification to the Board of Health if a case is a food handler, works in child care, or other high-risk worker; and all associated required record keeping.
- c) Provides Mantoux testing and reading by appointment in the NWVNA office. Arrangements for town employees to obtain testing can be made on a department by department basis. Arranges for a chest x-ray if necessary, for tuberculosis identification and control.
- d) Provides lead screening and follow-up for children zero to six years of age as required and needed.
- e) Make prenatal and postpartum home visits as needed and referred or requested. Where possible these visits will be billed to insurance.
- f) Provides preventative health programs to include but not limited to:
  - i) Immunization clinics for all ages as deemed necessary by the Board of Health
  - ii) Health assessment, hypertension, and other screening programs as requested by the Board of Health. These programs will be held bi-monthly at designated locations in Medfield.
- g) Provides requested assistance to school health programs as approved by the Board of Health.

- h) Provides information and referral information to available resources needed and requested by town residents.
- i) Prepares any statistical reports that would be required by the Massachusetts Department of Health.
- j) Cooperates with the Board of Health for any additional health programs that may be deemed necessary.
- k) Participates in town activities directed at emergency planning
- l) Perform other services requested by the Town, through the Board of Health.

**III. Responsibilities of the Medfield Board of Health**

- a) Collaborates with the public health nurse in planning of any immunization programs
- b) Collaborates with the public health nurse in planning of any health education screenings and programs and services
- c) Works with NNVNA to promote health education and immunization programs and services to the community
- d) Identifies the best way for the public health nurse to participate in the town's emergency planning

**IV. Record Keeping:**

NNVNA shall maintain records on all Health Promotion Programs. Clinical records will contain baseline information required for services giving. Financial records will be maintained in accordance with generally accepted accounting principles.

**V. Confidentiality:**

All client information and records are considered privileged communication and will be kept confidential in accordance with NNVNA guidelines for confidentiality and record keeping. NNVNA complies with provision of the Fair Information Practices Act (MGL c66 AA s2).

**VI. Term of Agreement:**

***This agreement shall be in effect from July 1, 2021 to September 30, 2021.*** This agreement will NOT automatically renew. Agreement can be terminated by either party in accordance with Section VII of this agreement.

**VII. Termination of Agreement:**

This agreement may be terminated by either party upon **thirty (30)** days advance written notice to the other party.

**VIII. Reimbursement and Billing:**

The Town of Medfield shall be billed at a rate of \$55/hour for clinic time, town requested or state required communicable disease follow-up, town requested home visits that are not billable to the patient's insurance, and town requested consultation. In all instances if NNVNA can bill for a patient's insurance for services needed we will do so first. NNVNA can bill for travel time.

The Town of Medfield Board of Health shall pay NNVNA an aggregate sum of **\$2,653** for the term of the agreement. Payments will be made in 3 equate installments of **\$884.33**. From time to time NNVNA



may offer 'in kind' services for public health programs that are requested or needed in the community. This work flows from our non-profit mission to provide public and community health services and programs.

The town agrees that tracing and communicable disease follow-up related to COVID 19 will be tracked separately and the agency will bill the town for these activities at the same rate, \$55/hour, following submission by the agency of the hours required for these activities. The town may, at any time, notify the VNA of any limitation on the number of hours available to conduct this activity.

**IX. Notices:**

Any notices, statement, payment, or communication required by or made pursuant to this agreement shall be addressed to the Chairman, Board of Health, Town of Medfield, 459 Main Street, Medfield, MA 02052, 508-359-8505, Ext. 604

Date 6/23/21

A handwritten signature in black ink, appearing to read "Elaine D. Stephens", written over a horizontal line.

Elaine D. Stephens CEO, NWNVA

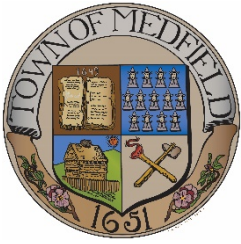
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Medfield Board of Selectmen





## TOWN OF MEDFIELD

### *Office of the* **BOARD OF SELECTMEN**

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 906-3011 (phone)  
(508) 359-6182 (fax)

**Kristine Trierweiler**  
*Town Administrator*

**Nicholas Milano**  
*Assistant Town Administrator*

**Board of Selectmen**  
Michael T. Marcucci, Chair  
Gustave H. Murby, Clerk  
Osler L. Peterson, Member

## **Appointment Policy for Town Boards and Committees**

### **Appointment Policy**

It shall be the policy of the Medfield Board of Selectmen to take the following steps when appointing citizen volunteers to boards and committees of the Town. The purpose of this policy is to encourage and broaden participation in Town government by qualified and interested residents.

### **New Appointments**

1. Notice of vacancies shall be publicly posted for at least two weeks before any appointment is made. Notices shall be posted on the Town's website and social media accounts when a vacancy occurs on a board or committee. The notice, will state the general duties of the board or committee along with a statement of desired qualifications. The Board of Selectmen may also use other media outlets to distribute said notices of vacancies.
2. Letters of interest will be submitted to the Town Administrator's Office.
3. The Town Administrator may forward letters of interest to the chairperson or remaining members of the applicable board or committee for their review and screening. Applicable board or committee may ask citizen volunteer to attend a meeting.
4. If this is a newly created board or committee or an individual appointment (Field and Fence Viewer), the Board of Selectmen will review letters of interest.

5. The Board of Selectmen may interview in open meeting the recommended candidates for boards or committees.
6. Members of the applicable board or committee, the public, and any others that the Board of Selectmen wishes to include may attend the interviews and ask questions as permitted by the Chair.
7. A decision regarding the appointment will generally be made by the next regularly scheduled meeting of the Board of Selectmen. Voting members of committees must be citizens of Medfield, unless a special designation is granted by the Board of Selectmen.
8. Applicants not chosen for the board or committee will be sent a letter thanking them for their interest.
9. Retiring board members will be sent letters thanking them for his/her service.
10. Existing committees may suggest new members for their committees, subject to the procedures of this policy.
11. By majority vote of the Board of Selectmen, exceptions may be made to this policy depending on the nature of the committee or position, the number of qualifications of applicants for the position in question, or the urgency.

### Reappointments

1. The BOS will solicit feedback from the board/committee chair to determine if a board committee member wishes to be reappointed upon their term expiring.
2. The Board of Selectmen, at its discretion, may elect not to reappoint a member with an expiring term or may request that the member reapply for reappointment, in which case that member will be treated as a new appointment and shall be interviewed in open meeting with the other recommended candidates for the position.



TOWN OF MEDFIELD					
Summary of Appropriations Transfers					
Requested Under The Provisions of M.G.L. Chapter 44 section 33B					
<u>Fiscal Year 2021</u>					
<u>Transfer From:</u>	<u>Transfer To:</u>	<u>Notes</u>	<u>Requested</u>		<u>Approved</u>
Workers Compensation	Liability Insurance	Liability Insurance deductibles + endorsements	7,500.00		7,500.00
Cemetery Salaries	Cemetery Operations	Increase in burial services over past fiscal year	4,000.00		
Highway Operations	Tree Salaries	Multiple wind storms requiring tree work	500.00		
Highway Operations	Tree Operations	Multiple wind storms requiring tree work	2,500.00		
Equipment Repair Operations	Solid Waste Salaries	Additional staffing for Covid precautions	8,000.00		
Equipment Repair Operations	Solid Waste Operations	Correctly allocate Transfer Station costs in the Solid Waste budget	35,000.00		
Facilities Operations	Facilities Salaries	Additional OT for Facilities staff during FY21	3,900.00		
Fire Salaries	Fire Operations	Higher than anticipated expenses due to employee turnover and equipment repairs	10,000.00		
		<b>Totals</b>	<b>71,400.00</b>		<b>7,500.00</b>

## APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006  
amends M.G.L. Chapter 44 section 33B  
amended per Municipal Modernization Act of 2016  
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>014911 510100</u> Account Number	<u>Cemetery - Cemetery Salaries</u> Account Name
Transfer to:	<u>014912 522030</u> Account Number	<u>Cemetery - Contract Services</u> Account Name
Requested amount of transfer:	<div>\$4,000.00</div>	

Reason for request: \_\_\_\_\_  
During COVID, there has been an increase in burial services, more than in previous years. Unfortunately inturnments and cremations have been on the rise for the past two years. This is what we feel has been the cause of the overspending of the Contract Services line item.

Maurice Goulet  
Requesting Department Head Signature

Availability of funds:

Director of Public Works      05/27/2021  
Title      Date

\_\_\_\_\_  
Town Accountant      Date

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

## APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006  
amends M.G.L. Chapter 44 section 33B  
amended per Municipal Modernization Act of 2016  
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>014222 522005</u> Account Number	<u>Highway - Contracted Public Works Services</u> Account Name
Transfer to:	<u>012941 510100</u> Account Number	<u>Tree - Tree Salaries</u> Account Name
Requested amount of transfer:	<div>\$500.00</div>	

Reason for request: \_\_\_\_\_  
This past year we have encountered more than usual damaging wind storms. With these storms, many trees had fallen and large amounts of debris remained to be cleaned up. Also many tree hangers and tree limbs needed to be pruned. With many residents working from home, we have experienced many calls for us to schedule tree pruning for the safety of their properties.

Maurice Goulet  
Requesting Department Head Signature

Availability of funds:

Director of Public Works      05/27/2021  
Title                                      Date

\_\_\_\_\_  
Town Accountant                                      Date

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	



## APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006  
amends M.G.L. Chapter 44 section 33B  
amended per Municipal Modernization Act of 2016  
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>014222 522005</u> Account Number	<u>Highway - Contracted Public Works Services</u> Account Name
Transfer to:	<u>012942 522010</u> Account Number	<u>Tree - Contract Services</u> Account Name
Requested amount of transfer:	<div>\$2,500.00</div>	

Reason for request: \_\_\_\_\_  
This past year we have encountered more than usual damaging wind storms. With these storms, many trees had fallen and large amounts of debris remained to be cleaned up. Also many tree hangers and tree limbs needed to be pruned. With many residents working from home, we have experienced many calls for us to schedule tree pruning for the safety of their properties.

Maurice Goulet  
Requesting Department Head Signature

Availability of funds:

Director of Public Works      05/27/2021  
Title      Date

\_\_\_\_\_  
Town Accountant      Date

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

## APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006  
amends M.G.L. Chapter 44 section 33B  
amended per Municipal Modernization Act of 2016  
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>014262 520300</u> Account Number	<u>Equipment Repair - Vehicle/Equip. Repair + Service</u> Account Name
Transfer to:	<u>014331 510100</u> Account Number	<u>Solid Waste - Solid Waste Salaries</u> Account Name
Requested amount of transfer:	<div>\$8,000.00</div>	

Reason for request: \_\_\_\_\_  
During COVID, additional staff were utilized to assist in social distancing activities. We found ways to separate users of the facility by redirecting residents to use additional dumpsters that were placed in strategic areas, increasing space at the tip floor windows. We also used additional staff to help in the recycling area to help users stay spread out and to accommodate those needing assistance.

Maurice Goulet  
Requesting Department Head Signature

Availability of funds:

Director of Public Works      05/27/2021  
Title      Date

\_\_\_\_\_  
Town Accountant      Date

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

## APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006  
amends M.G.L. Chapter 44 section 33B  
amended per Municipal Modernization Act of 2016  
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>014262 520300</u> Account Number	<u>Equipment Repair - Vehicle/Equip. Repair + Service</u> Account Name
Transfer to:	<u>014332 520200</u> Account Number	<u>Solid Waste - Grounds &amp; Building</u> Account Name
Requested amount of transfer:	<div>\$35,000.00</div>	

Reason for request: \_\_\_\_\_

Last fiscal year monies were transferred from Solid Waste to the Equipment Repair budget. Some of the  
invoices paid from those monies continued to be withdrawn from the line item (Household Hazardous  
Waste Day costs, tires, equipment repairs etc...). With this being a change from previous years, moving  
forward, these invoices will be paid from the proper line items.

Maurice Goulet  
Requesting Department Head Signature

Availability of funds:

Director of Public Works      05/27/2021  
Title                                      Date

\_\_\_\_\_  
Town Accountant                                      Date

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

# APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006

amends M.G.L. Chapter 44 section 33B

amended per Municipal Modernization Act of 2016

(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee

Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from: 011922 524020 200 Public Safety Building Contracts  
Account Number Account Name

Transfer to: 011922 510100 Public Building & Property Salary  
Account Number Account Name

Requested amount of transfer: **\$3,900.00**

Reason for request: ~~Unanticipated elevator repairs~~ Not SUFFICIENT  
FUNDS TO COVER LAST PAY PERIOD FOR  
WAYNE LANGILLE AND ERIC IAFOLLA. THE  
OT IS A PLACEHOLDER FOR UNDETERMINED  
EMERGENCY

Requesting Department Head Signature

Availability of funds:

DIR. OF FACILITIES 6.14.21  
Title Date

Town Accountant Date

Signature for BOARD OF SELECTMEN	Approved _____ Disapproved _____
Date _____	Number Present and Voting _____

Signature for WARRANT COMMITTEE	Approved _____ Disapproved _____
Date _____	Number Present and Voting _____

## APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006  
amends M.G.L. Chapter 44 section 33B  
amended per Municipal Modernization Act of 2016  
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)


Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>0122071-510100</u> Account Number	<u>F&amp;R Ops Salaries</u> Account Name
Transfer to:	<u>0122072-522400</u> Account Number	<u>Other Supplies</u> Account Name
Requested amount of transfer:	<div style="border: 1px solid black; padding: 5px; text-align: center;">\$10,000.00</div>	

Reason for request:

The Medfield Fire Department has had to replace three full-time firefighters over the last 6 months. We have also had to add five Call Firefighters. The cost of hiring these members forced the department to expend funds for physicals, psychological exams, work clothing, and firefighter personal protective equipment could not have been foreseen when putting together the FY21 budget. At this time, A2 is out of service and I do not know what the cost will be to repair. The amount of \$10,000 transferred from the Salaries line to the operations line will ensure the department does not need a reserve funds transfer.

			
Requesting Department Head Signature		Availability of funds:	
<u>Fire Chief 06-15-2021</u>			
Title	Date	Town Accountant	Date

	Approved _____	Disapproved _____
Signature for BOARD OF SELECTMEN	Number Present and Voting _____	
Date _____		

	Approved _____	Disapproved _____
Signature for WARRANT COMMITTEE	Number Present and Voting _____	
Date _____		



## Increase to Revolving Fund Expenditure Limit

Requested Under The Provisions Of M.G.L. Chapter 44 section 53E 1/2

Board of Selectmen & Warrant Committee  
Town of Medfield

Request is hereby made for the an increase to the expendire limit for the Revolving Fund as noted below

Revolving Fund: Medfield State Hospital Revolving Fund

FY2021 Year to Date Expenditures: \$99,881.60

FY 2021 Expenditure Limit: \$100,000.00

FY2021 Revised Expenditure Limit Request: \$115,000.00

Current Revolving Fund Balance: \$30,025.73

Reason for request:

Projects completed in FY2021 include: ongoing lawn maintenance, fall and spring clean ups, tree work, and building maintenance. Costs expected prior to close of FY2021 include June landscaping bills and any unanticipated building maintenance needs

\_\_\_\_\_  
Requesting Department Head Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature for BOARD OF SELECTMEN

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Number Present and Voting

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature for WARRANT COMMITTEE

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Number Present and Voting

\_\_\_\_\_  
Date

<b>Medfield State Hospital Revolving Fund</b>		
FY2021 Expenditure Summary as of June 18, 2021		
Expenditure limit:	\$100,000	
<b>Vendor</b>	<b>Amount</b>	<b>Notes</b>
Almar LLC	\$3,850.00	Roof repairs
APC Pest & Termite Control, Inc.	\$325.00	Pest control
Caffrey Roofing & Painting Co.	\$25,073.85	Slate roof and masonry repairs to various buildings
Clean Harbors	\$2,119.00	Clean up of former Emergency Management supplies
Corcoran & Havlin Insurance	\$1,561.16	Liability Insurance for June 2021
Eversource	\$726.06	Electricity to trailer
John Thompson	\$252.45	Reimbursement for signs
Mckechnie Associates Inc	\$47,700.00	Lawn mowing and clean up services
Sam White & Sons, Inc.	\$162.50	Sealant work
Stumpy's Tree Service Inc.	\$12,500.00	Tree removal and pruning
Wills Hardware	\$5,611.58	Various hardware items for securing buildings
<b>Grand Total</b>	<b>\$99,881.60</b>	







## Medfield Conservation Commission

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

June 24, 2021

Ms. Marion Bonoldi  
Clerk , Town of Medfield  
459 Main Street  
Medfield, MA 02052

Dear Ms. Bonoldi:

Please accept this notice of my resignation as a member of the Medfield Conservation Commission (the "Commission") effective July 1, 2021. It has been my privilege to work with the members of the Commission and other Town boards in protecting Medfield's priceless open space and natural resources. I wish the Commission continued success in the support of the values that make Medfield a special place to live.

Yours very truly,

Robert Aigler

cc: ✓ Michael Marcucci, Chair, Board of Selectmen  
David Henkels, Conservation Agent





**AN ACCIDENT & SICKNESS INSURANCE PROPOSAL  
PREPARED FOR:**

TOWN OF MEDFIELD  
112 NORTH STREET  
MEDFIELD, MA 02052-0000

**PRESENTED BY:** VFIS  
PO BOX 2726  
183 LEADER HEIGHTS ROAD  
YORK, PA 17402

**DATE PREPARED:** 3/17/2021

**This proposal is valid for 90 days.**

**Prepared For: TOWN OF MEDFIELD**

Additional Entity Summary	
Included:	TOWN OF MEDFIELD FIRE DEPARTMENT TOWN OF MEDFIELD POLICE DEPARTMENT

**Prepared For: TOWN OF MEDFIELD**

<b>VOLUNTEER FIRE BASIC BENEFITS</b>	<b>Quote Number:</b>	179566	182035
<b>Loss of Life Benefits</b>			
Accidental Death Benefit Amount.....		\$50,000	\$50,000
Seat Belt Benefit Amount.....		\$12,500	\$12,500
Safety Vest Benefit Amount .....		\$12,500	\$12,500
Illness Loss of Life Benefit Amount .....		\$50,000	\$50,000
Dependent Child & Education Benefit Amount ... Per Dependent Child		\$30,000	\$30,000
Repatriation Benefit Amount .....		\$2,500	\$2,500
<b>Lump Sum Living Benefits</b>			
Accidental Dismemberment & Paralysis Benefit ..... Principal Sum		\$50,000	\$50,000
Vision Impairment Benefit ..... Principal Sum		\$50,000	\$50,000
Cosmetic Disfigurement Resulting from Burns Benefit.... Principal Sum		\$50,000	\$50,000
HIV Positive Lump Sum Living Benefit ..... Principal Sum		\$50,000	\$50,000
<b>Weekly Income Benefits</b>			
Total Disability Benefit Weekly Amount (first 28 days) .....		\$300	\$300
Total Disability Benefit Maximum Weekly Amount (after 28 days).....		\$900	\$900
Total Disability Minimum Weekly Amount.....		\$75	\$75
Total Disability Elimination Period .....Number of Days		0	0
Total Disability Retroactive .....		No	No
Partial Disability is equal to 50% of Total Disability Limit			
<b>Medical Expense Benefits</b>			
<b>Benefits Paid: Primary</b>			
Medical Expense Benefit .....Maximum Amount		\$250,000	\$250,000
Deductible .....		\$0	\$0
Cosmetic Plastic Surgery Benefit .....Maximum Amount		\$25,000	\$25,000
Post-Traumatic Stress Disorder Benefit .....Maximum Amount		\$25,000	\$25,000
Critical Incident Stress Management Benefit .....Maximum Amount		\$25,000	\$25,000
Family Bereavement & Trauma Counseling Benefit ..... Per Person		\$1,000	\$1,000
<b>Felonious Assault Benefit</b> .....		Included	Included
<b>Home Alteration and Vehicle Modification Benefit</b> Maximum Amount		\$50,000	\$50,000
<b>Volunteer Basic Premium for 1 Year</b>		<b>\$16,857</b>	<b>\$16,857</b>

**Prepared For: TOWN OF MEDFIELD**

<b>VOLUNTEER FIRE</b>		<b>Quote Number:</b>		179566		182035	
<b>OPTIONAL BENEFITS</b>	<b>(ANNUAL PREMIUM SHOWN)</b>	<b>Limit</b>	<b>Premium</b>	<b>Limit</b>	<b>Premium</b>	<b>Premium</b>	
Weekly Injury Permanent Impairment Benefit.....		Included	\$462	Included	\$462		
Optional Supplemental Benefits Rider							
Spousal Support & Education Benefit Amount .....		\$15,000	\$104	\$15,000	\$104		
Memorial Benefit Amount .....		\$5,000	\$58	\$5,000	\$58		
Injury Permanent Impairment Benefit ..... Principal Sum		\$50,000	\$248	\$50,000	\$248		
Occupational Retraining Benefit.....		\$20,000	Included	\$20,000	Included		
Family Expense Benefit Amount .....		\$100	\$39	\$100	\$39		
Volunteer Firefighter Cancer Presumption							
Total Disability Benefit first 28 days .....		Not Incl.		\$300	\$69		
Total Disability Benefit after 28 days .....		Not Incl.		\$900	\$805		
Total Disability Minimum Benefit .....		Not Incl.		\$75	\$0		
Death Benefit .....		Not Incl.		\$10,000	\$240		
Massachusetts Survivor Accidental Death and Duty to Defend ..		Included	\$797	Included	\$797		
Off-Duty Accident Benefit - Injury Only* .....		\$50,000	\$202	\$50,000	\$202		

\* Since these benefits are based on exposures (e.g. number of persons, type of activity, type of league) premium may vary annually based on differences in exposure.

**Please Note: Coverage provided under the optional Off-Duty / 24-Hour AD&D benefit requires a Roster listing the covered members.**

<b>Total Volunteer Basic and Optional:</b>			
<b>Premium for 1 Year</b>		<b>\$19,017</b>	<b>\$20,131</b>

Prepared For: TOWN OF MEDFIELD

CAREER FIRE BASIC BENEFITS		Quote Number:	179566	182035
<b>Loss of Life Benefits</b>				
Accidental Death Benefit Amount.....			\$50,000	\$50,000
Seat Belt Benefit Amount.....			\$12,500	\$12,500
Safety Vest Benefit Amount.....			\$12,500	\$12,500
Illness Loss of Life .....			\$50,000	\$50,000
Dependent Child & Education Benefit Amount ... Per Dependent Child			\$30,000	\$30,000
Repatriation Benefit Amount .....			\$2,500	\$2,500
<b>Lump Sum Living Benefits</b>				
Accidental Dismemberment & Paralysis Benefit .....	Principal Sum		\$50,000	\$50,000
Vision Impairment Benefit .....	Principal Sum		\$50,000	\$50,000
Cosmetic Disfigurement Resulting from Burns Benefit....	Principal Sum		\$50,000	\$50,000
HIV Positive Lump Sum Living Benefit .....	Principal Sum		\$50,000	\$50,000
<b>Weekly Income Benefits</b>				
Total Disability Benefit Weekly Amount (first 28 days) .....			\$300	\$300
Total Disability Benefit Maximum Weekly Amount (after 28 days).....			\$900	\$900
Total Disability Minimum Weekly Amount.....			\$75	\$75
Total Disability Elimination Period .....	Number of Days		0	0
Total Disability Retroactive .....			No	No
Partial Disability is equal to 50% of Total Disability Limit				
<b>Medical Expense Benefits</b>				
<b>Benefits Paid: Primary</b>				
Medical Expense Benefit .....	Maximum Amount		\$250,000	\$250,000
Deductible .....			\$0	\$0
Cosmetic Plastic Surgery Benefit .....	Maximum Amount		\$25,000	\$25,000
Post-Traumatic Stress Disorder Benefit .....	Maximum Amount		\$25,000	\$25,000
Critical Incident Stress Management Benefit .....	Maximum Amount		\$25,000	\$25,000
Family Bereavement & Trauma Counseling Benefit.....	Per Person		\$1,000	\$1,000
<b>Felonious Assault Benefit</b> .....			Included	Included
<b>Home Alteration and Vehicle Modification Benefit</b>	Maximum Amount		\$50,000	\$50,000
<b>Career Basic Premium for 1 Year</b>			\$42,136	\$42,136



**Prepared For: TOWN OF MEDFIELD**

CAREER FIRE	Quote Number:	179566	182035		
OPTIONAL BENEFITS	(ANNUAL PREMIUM SHOWN)	Limit	Premium	Limit	Premium
Optional Supplemental Benefits Rider					
Spousal Support & Education Benefit Amount.....		\$15,000	\$69	\$15,000	\$69
Memorial Benefit Amount .....		\$5,000	\$39	\$5,000	\$39
Injury Permanent Impairment Benefit ..... Principal Sum		\$50,000	\$484	\$50,000	\$484
Occupational Retraining Benefit.....		\$20,000	Included	\$20,000	Included
Family Expense Benefit Amount.....		\$100	\$13	\$100	\$13
Career Firefighter Cancer Presumption					
Total Disability Benefit first 28 days .....		Not Incl.		\$300	\$117
Total Disability Benefit after 28 days.....		Not Incl.		\$900	\$1,338
Total Disability Minimum Benefit .....		Not Incl.		\$75	\$0
Death Benefit .....		Not Incl.		\$10,000	\$278
Off-Duty Accident Benefit - Injury Only* .....		\$50,000	\$273	\$50,000	\$273

\* Since these benefits are based on exposures (e.g. number of persons, type of activity, type of league) premium may vary annually based on differences in exposure.

**Please Note: Coverage provided under the optional Off-Duty / 24-Hour AD&D benefit requires a Roster listing the covered members.**

<b>Total Career Basic and Optional:</b>		
<b>Premium for 1 Year</b>	<b>\$45,034</b>	<b>\$46,767</b>

Prepared For: TOWN OF MEDFIELD

AUXILIARY POLICE BASIC BENEFITS		Quote Number:	179566	182035
<b>Loss of Life Benefits</b>				
Accidental Death Benefit Amount.....			\$50,000	\$50,000
Seat Belt Benefit Amount .....			\$12,500	\$12,500
Safety Vest Benefit Amount .....			\$12,500	\$12,500
Illness Loss of Life Benefit Amount .....			\$50,000	\$50,000
Dependent Child & Education Benefit Amount... Per Dependent Child			\$30,000	\$30,000
Repatriation Benefit Amount .....			\$2,500	\$2,500
<b>Lump Sum Living Benefits</b>				
Accidental Dismemberment & Paralysis Benefit ..... Principal Sum			\$50,000	\$50,000
Vision Impairment Benefit ..... Principal Sum			\$50,000	\$50,000
Cosmetic Disfigurement Resulting from Burns Benefit.... Principal Sum			\$50,000	\$50,000
HIV Positive Lump Sum Living Benefit ..... Principal Sum			\$50,000	\$50,000
<b>Weekly Income Benefits</b>				
Total Disability Benefit Weekly Amount (first 28 days) .....		Not Included		Not Included
Total Disability Benefit Maximum Weekly Amount (after 28 days) .....		Not Included		Not Included
Total Disability Minimum Weekly Amount .....		Not Included		Not Included
Total Disability Elimination Period ..... Number of Days		Not Included		Not Included
Total Disability Retroactive .....		Not Included		Not Included
Partial Disability is equal to 50% of Total Disability Limit				
<b>Medical Expense Benefits</b>				
<b>Benefits Paid: Primary</b>				
Medical Expense Benefit..... Maximum Amount			\$250,000	\$250,000
Deductible.....			\$0	\$0
Cosmetic Plastic Surgery Benefit ..... Maximum Amount			\$25,000	\$25,000
Post-Traumatic Stress Disorder Benefit ..... Maximum Amount			\$25,000	\$25,000
Critical Incident Stress Management Benefit ..... Maximum Amount			\$25,000	\$25,000
Family Bereavement & Trauma Counseling Benefit..... Per Person			\$1,000	\$1,000
<b>Home Alteration and Vehicle Modification Benefit</b> ..... Maximum Amount			\$50,000	\$50,000
<b>Auxiliary Police Basic Premium for 1 Year</b>			<b>\$3,506</b>	<b>\$3,506</b>

**Prepared For: TOWN OF MEDFIELD**

AUXILIARY POLICE		Quote Number:		179566		182035	
OPTIONAL BENEFITS	(ANNUAL PREMIUM SHOWN)	Limit	Premium	Limit	Premium	Premium	
Optional Supplemental Benefits Rider							
Spousal Support & Education Benefit Amount.....		\$15,000	\$12	\$15,000	\$12		
Memorial Benefit Amount .....		\$5,000	\$10	\$5,000	\$10		
Injury Permanent Impairment Benefit ..... Principal Sum		\$50,000	\$50	\$50,000	\$50		
Family Expense Benefit Amount.....		\$100	Included	\$100	Included		
Massachusetts Survivor Accidental Death and Duty to Defend ..		Included	\$920	Included	\$920		
Off-Duty Accident Benefit - Injury Only* .....		\$50,000	\$158	\$50,000	\$158		

\* Since these benefits are based on exposures (e.g. number of persons, type of activity, type of league) premium may vary annually based on differences in exposure.

**Please Note: Coverage provided under the optional Off-Duty / 24-Hour AD&D benefit requires a Roster listing the covered members.**

<b>Total Auxiliary Police Basic and Optional:</b>			
<b>Premium for 1 Year</b>		<b>\$4,667</b>	<b>\$4,667</b>

**Prepared For: TOWN OF MEDFIELD**

<b>FULL-TIME POLICE BASIC BENEFITS</b>		<b>Quote Number:</b>	179566	182035
<b>Loss of Life Benefits</b>				
Accidental Death Benefit Amount.....			\$50,000	\$50,000
Seat Belt Benefit Amount.....			\$12,500	\$12,500
Safety Vest Benefit Amount .....			\$12,500	\$12,500
Illness Loss of Life Benefit Amount .....			\$50,000	\$50,000
Dependent Child & Education Benefit Amount .... Per Dependent Child			\$30,000	\$30,000
Repatriation Benefit Amount .....			\$2,500	\$2,500
<b>Lump Sum Living Benefits</b>				
Accidental Dismemberment & Paralysis Benefit .....	Principal Sum		\$50,000	\$50,000
Vision Impairment Benefit .....	Principal Sum		\$50,000	\$50,000
Cosmetic Disfigurement Resulting from Burns Benefit....	Principal Sum		\$50,000	\$50,000
HIV Positive Lump Sum Living Benefit .....	Principal Sum		\$50,000	\$50,000
<b>Weekly Income Benefits</b>				
Total Disability Benefit Weekly Amount (first 28 days) .....		Not Included		Not Included
Total Disability Benefit Maximum Weekly Amount (after 28 days).....		Not Included		Not Included
Total Disability Minimum Weekly Amount.....		Not Included		Not Included
Total Disability Elimination Period .....	Number of Days	Not Included		Not Included
Total Disability Retroactive .....		Not Included		Not Included
Partial Disability is equal to 50% of Total Disability Limit				
<b>Medical Expense Benefits</b>				
<b>Benefits Paid: Primary</b>				
Medical Expense Benefit .....	Maximum Amount		\$250,000	\$250,000
Deductible .....			\$0	\$0
Cosmetic Plastic Surgery Benefit .....	Maximum Amount		\$25,000	\$25,000
Post-Traumatic Stress Disorder Benefit .....	Maximum Amount		\$25,000	\$25,000
Critical Incident Stress Management Benefit .....	Maximum Amount		\$25,000	\$25,000
Family Bereavement & Trauma Counseling Benefit.....	Per Person		\$1,000	\$1,000
<b>Home Alteration and Vehicle Modification Benefit</b>	Maximum Amount		\$50,000	\$50,000
<b>Full-Time Police Basic Premium for 1 Year</b>			<b>\$14,053</b>	<b>\$14,053</b>

**Prepared For: TOWN OF MEDFIELD**

<b>FULL-TIME POLICE</b>		<b>Quote Number:</b>		179566		182035	
<b>OPTIONAL BENEFITS</b>	<b>(ANNUAL PREMIUM SHOWN)</b>	<b>Limit</b>	<b>Premium</b>	<b>Limit</b>	<b>Premium</b>	<b>Premium</b>	
Optional Supplemental Benefits Rider							
Spousal Support & Education Benefit Amount .....		\$15,000	\$65	\$15,000	\$65		
Memorial Benefit Amount .....		\$5,000	\$48	\$5,000	\$48		
Injury Permanent Impairment Benefit ..... Principal Sum		\$50,000	\$150	\$50,000	\$150		
Family Expense Benefit Amount .....		\$100	Included	\$100	Included		
Off-Duty Accident Benefit - Injury Only* .....		\$50,000	\$189	\$50,000	\$189		

\* Since these benefits are based on exposures (e.g. number of persons, type of activity, type of league) premium may vary annually based on differences in exposure.

**Please Note: Coverage provided under the optional Off-Duty / 24-Hour AD&D benefit requires a Roster listing the covered members.**

<b>Total Full-Time Police Basic and Optional:</b>			
<b>Premium for 1 Year</b>		<b>\$14,516</b>	<b>\$14,516</b>

Prepared For: TOWN OF MEDFIELD

Quote Number:	179566	182035
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Grand Total Premium for 1 Year	\$83,234	\$86,081
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# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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## APPLICATION FOR BLANKET ACCIDENT AND SICKNESS INSURANCE

Application for a plan of accident and sickness is hereby made by: TOWN OF MEDFIELD

(Name of Policyholder)

to National Union Fire Insurance Company of Pittsburgh, Pa. for coverage under Blanket Accident and Sickness Policy Form V40039NUFIC as described in Quote Number \_\_\_\_\_ a copy of which is attached to and made a part of this application.

**Policy Effective Date:** \_\_\_\_\_

**Customer Number:** C03174

**Payment Plan:** 1 Year – Annual

The following changes in limits or coverage from the above mentioned Quote Number are hereby requested:

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

The above named entity hereby acknowledges that the changes shown above may result in a change of premium from that which was previously quoted.

The above named entity hereby understands that this application for accident and sickness coverage is subject to approval of the Company.

General Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

\_\_\_\_\_  
(Signed by Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signed by Licensed Resident Agent  
(Where Required by law)

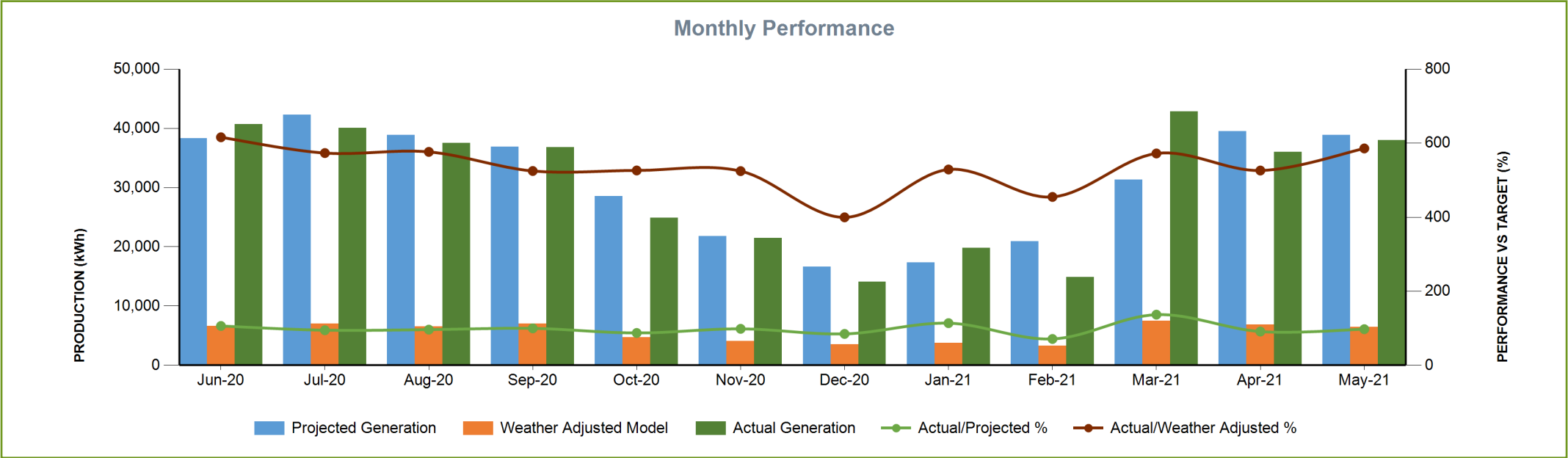






### Monthly Performance - Portfolio: Town of Medfield

Report Date	6/28/2021
Covered Period	6/1/2020 - 5/31/2021
DC Nameplate Capacity	299 kW DC



#### Performance Reporting

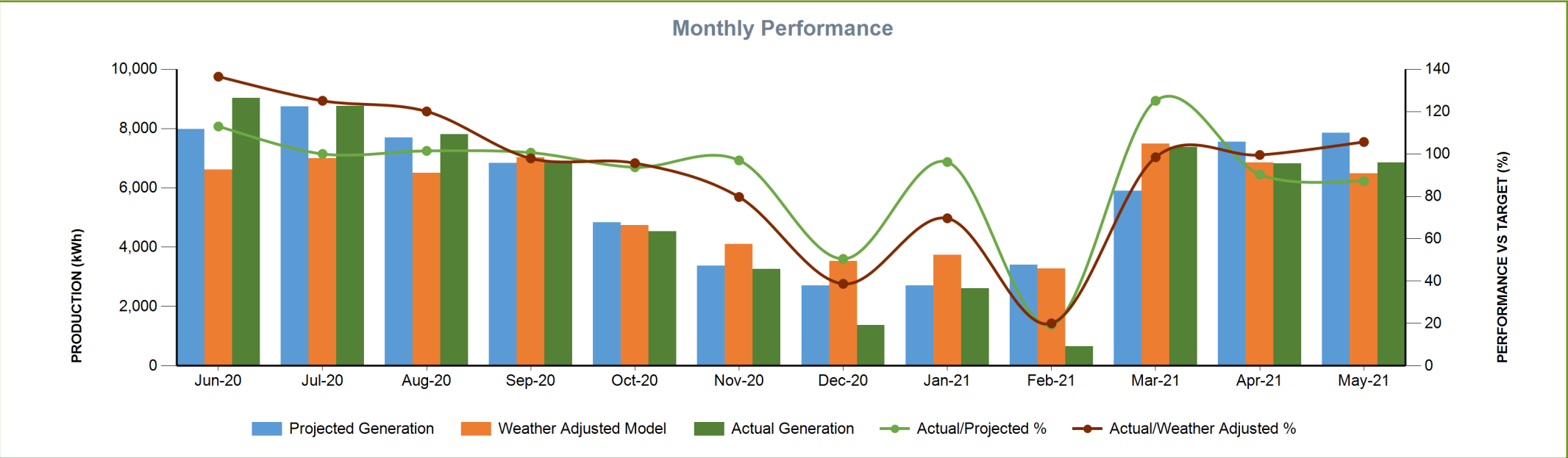
	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21
Actual Generation (kWh)	40709	40085	37474	36827	24904	21485	14110	19786	14891	42827	36018	37945
Predicted Model Generation (kWh)	38305	42310	38889	36889	28508	21795	16643	17376	20920	31303	39499	38881
Ratio of Actual to Predicted Generation (%)	106.27%	94.74%	96.36%	99.83%	87.36%	98.58%	84.78%	113.87%	71.18%	136.82%	91.19%	97.59%
Weather Adjusted Model Generation (kWh)	6610	6993	6501	7017	4733	4096	3531	3741	3275	7486	6846	6479
Ratio of Actual to Weather Adjusted Generation (%)	615.85%	573.21%	576.41%	524.80%	526.22%	524.52%	399.64%	528.85%	454.73%	572.11%	526.10%	585.69%
Cumulative Actual Generation (kWh)	40709	80793	118267	155094	179998	201483	215594	235380	250270	293098	329116	367061
Cumulative Predicted Model Generation (kWh)	38305	80615	119504	156392	184900	206695	223338	240714	261634	292936	332435	371316
Cumulative Ratio of Actual to Predicted Generation (%)	106.27%	100.22%	98.96%	99.17%	97.35%	97.48%	96.53%	97.78%	95.66%	100.06%	99.00%	98.85%
Cumulative Weather Adjusted Model Generation (kWh)	6610	13603	20104	27122	31854	35951	39481	43223	46497	53983	60829	67308
Cumulative Ratio of Actual to Weather Adjusted Generation (%)	615.85%	593.93%	588.27%	571.85%	565.07%	560.45%	546.07%	544.58%	538.25%	542.94%	541.05%	545.35%

# Monthly Performance Report : March 2021 to May 2021

## Portfolio : Town of Medfield

### Monthly Performance - Project: Medfield Public Safety Building

Report Date	6/28/2021
Covered Period	6/1/2020 - 5/31/2021
DC Nameplate Capacity	61 kW DC
Project Commissioning Date	05/31/2017



#### Performance Reporting

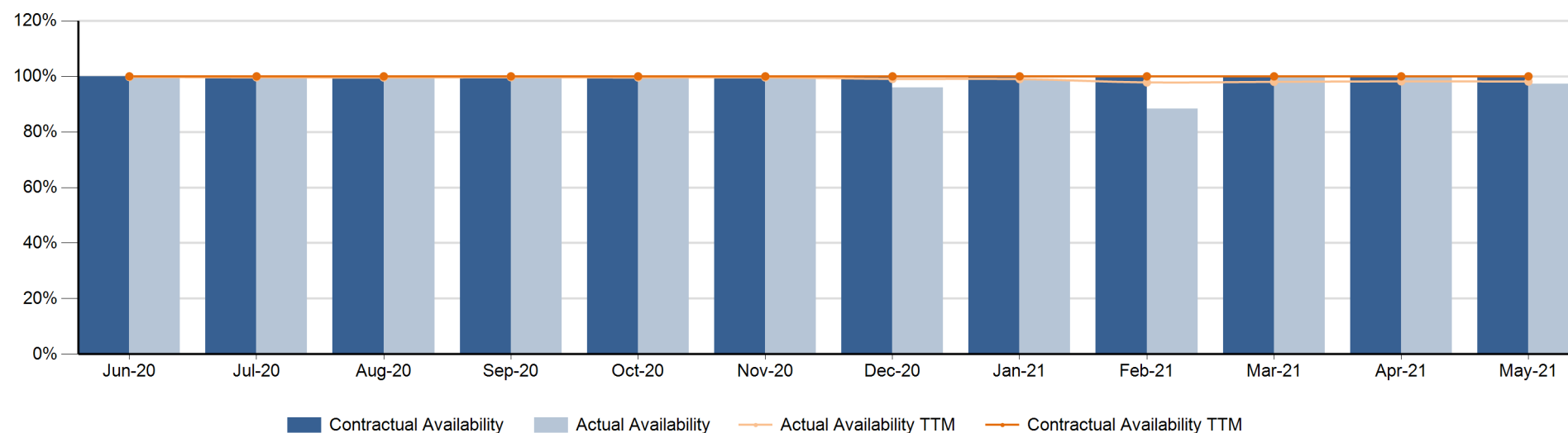
	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21
Actual Generation (kWh)	9022	8748	7806	6871	4527	3265	1367	2606	657	7370	6814	6846
Predicted Model Generation (kWh)	7985	8747	7693	6829	4831	3367	2707	2709	3407	5891	7544	7849
Ratio of Actual to Predicted Generation (%)	112.98%	100.01%	101.46%	100.62%	93.72%	96.97%	50.49%	96.20%	19.28%	125.11%	90.32%	87.21%
Weather Adjusted Model Generation (kWh)	6610	6993	6501	7017	4733	4096	3531	3741	3275	7486	6846	6479
Ratio of Actual to Weather Adjusted Generation (%)	136.48%	125.10%	120.07%	97.91%	95.66%	79.70%	38.71%	69.65%	20.05%	98.45%	99.52%	105.66%
Cumulative Actual Generation (kWh)	9022	17770	25576	32447	36974	40239	41606	44212	44868	52238	59051	65897
Cumulative Predicted Model Generation (kWh)	7985	16732	24426	31255	36085	39452	42159	44868	48275	54165	61709	69558
Cumulative Ratio of Actual to Predicted Generation (%)	112.98%	106.20%	104.71%	103.81%	102.46%	101.99%	98.69%	98.54%	92.94%	96.44%	95.69%	94.74%
Cumulative Weather Adjusted Model Generation (kWh)	6610	13603	20104	27122	31854	35951	39481	43223	46497	53983	60829	67308
Cumulative Ratio of Actual to Weather Adjusted Generation (%)	136.48%	130.63%	127.21%	119.63%	116.07%	111.93%	105.38%	102.29%	96.50%	96.77%	97.08%	97.90%

### Availability Report

#### Plant Availability Report-Medfield Public Safety Building

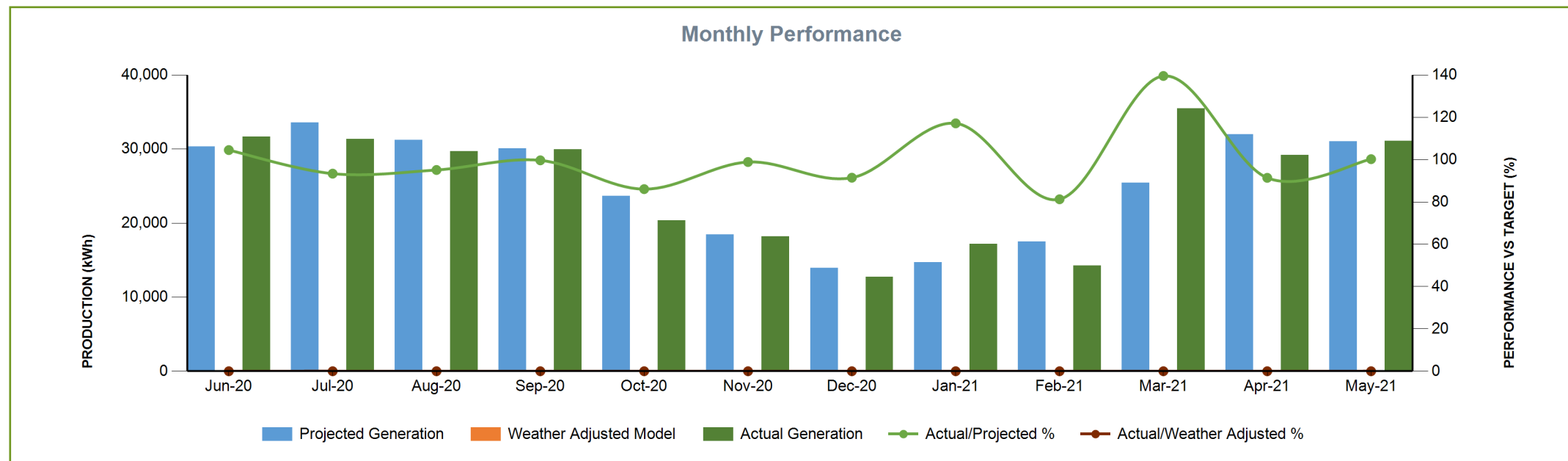
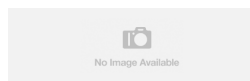
Month	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21
Actual Availability (%)	99.75	99.49	99.49	100.00	99.18	99.76	95.86	98.57	88.22	100.00	99.98	97.20
Contractual Availability (%)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Actual Availability TTM (%)	99.75	99.62	99.58	99.68	99.58	99.61	99.08	99.01	97.81	98.03	98.21	98.13
Contractual Availability TTM (%)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

Availability Chart For Project: Medfield Public Safety Building





Report Date	6/28/2021
Covered Period	6/1/2020 - 5/31/2021
DC Nameplate Capacity	237 kW DC
Project Commissioning Date	06/13/2016

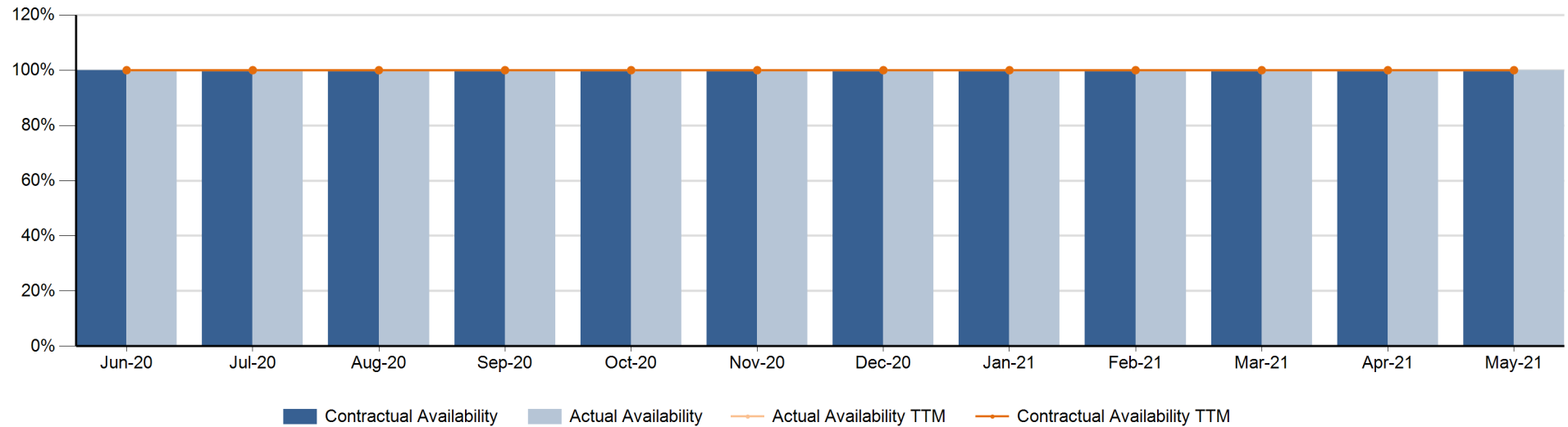
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### Availability Report

#### Plant Availability Report-Town of Medfield - Waste Water Treatment Plant

Month	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21
Actual Availability (%)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Contractual Availability (%)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Actual Availability TTM (%)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Contractual Availability TTM (%)	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

Availability Chart For Project: Town of Medfield - Waste Water Treatment Plant





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

CONTRACT # Medfield 2021-02

### Solar Services Agreement

This Contract is made this 29<sup>th</sup> day of June 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the “Town” and Solsect Energy Development, LLC. d/b/a Solsect Solar Services having a usual place of business at 89 Hayden Rowe Street, Hopkinton Ma 01748 hereinafter referred to as the “Contractor”.

### WITNESSED:

Whereas, the Town solicited submission of a Service Agreement for Solar Production Monitoring and Reporting, Net Metering Credit Management, Incentive Management, Scheduled Preventive Maintenance, and Corrective Maintenance of Town owned Solar Panel PV array and associated equipment at 2 locations: the Public Safety Building 114 North Street (61.4kw) and the WWTP 99 Bridge Street (237 kw) hereinafter referred to as “Program”; and

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

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

1. Contract Documents: The Contract consists of this Agreement together with the scope of services outlined in the **Solsect Solar Services Agreement** 00003270 and 00003257, expressly excluding “Terms and Conditions,” pages 6-8 of each agreement (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Delivery: The Contractor shall deliver services to the Medfield Public Safety Building (70KW), 114 North Street and Medfield WWTP (237KW) 99 Bridge Street, both in the Town of Medfield, Ma 02052.
5. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
6. Contract Term: The Amended Contract Term is as follows:  
  
Public Safety Building (#514) 114 North St 7/1/2021 through 6/30/2022  
  
WWTP (#612) 99 Bridge Street 7/1/2021 through 6/30/2022  
  
subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with the supply and services of specified products.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of **\$2,000,000.00** and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.



12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
  - b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
  - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

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

Contractor: Select Solar Services

By: \_\_\_\_\_  
Name: Steve Bianchi  
Title: Sr. VP of Customer Services

For the Town, by its Board of Selectmen:

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

Approved as to Form:

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

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

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

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

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

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

## CERTIFICATE OF STATE TAX COMPLIANCE

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

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

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

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

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

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

\_\_\_\_\_  
Signature Date

## EXAMPLE CLERK'S CERTIFICATE

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

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

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

SEAL



## Solar Services Agreement

Customer Name: Town of Medfield  
Contract #: 00003257

Solect is a solar energy company that provides, among other services, design, installation, operations, maintenance and management of photovoltaic solar energy generation systems. This Service Agreement provides service support for your solar system.

### Services:

1. Solar Production Monitoring and Reporting
2. Incentive Management
3. Net Metering Credit Management
4. Scheduled Preventative Maintenance
5. Corrective Maintenance

**Term of this Services Agreement:** 7/1/2021 – 6/30/2022

**Cost of this Services Agreement:** \$2,028.00 (\$/year)

This cost is exclusive of charges for corrective maintenance, which is billed on a time and material basis as provided on page 4.

**Size of Solar System:** 61.4 kW

**Location of solar system:** 114 North Street  
Medfield, MA 02052

This Service Agreement includes the provisions on this page and the following provisions:

Page 2	Solar System Specifications
Page 3-5	Services Covered
Page 6-8	Terms and Conditions

### Approvals:

Solect Energy Development, LLC

By: Steve Bianchi

Name: Steve Bianchi  
Title: SVP Customer Services  
Date: 6/9/2021

Town of Medfield

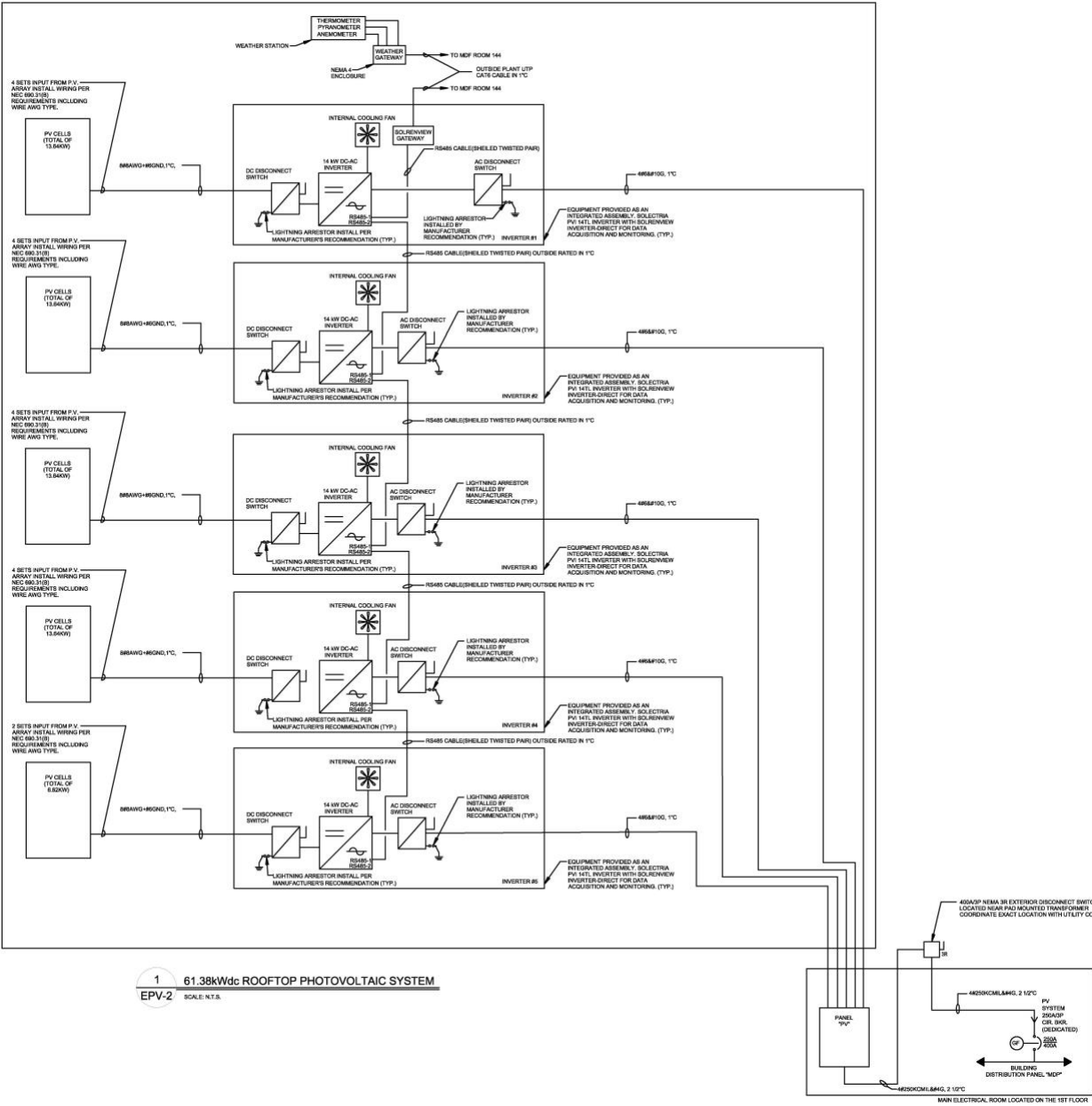
By: \_\_\_\_\_

Name: Nicholas Milano  
Title: Assistant Town Administrator  
Date: \_\_\_\_\_



Solect Solar Services Agreement

Solar System Summary Chart





## Solect Solar Services Agreement

Solect will provide the following services:

1. **Solar Production Monitoring and Reporting.** Solect will work with the existing "revenue grade" monitoring system to provide the following services:
  - a. System performance information will be made available to the Customer throughout the term of this Services Agreement through Solect's exclusive customer portal. The customer portal will also provide case history and SREC revenue information for those enrolled in that program.
  - b. Real-time system alerts will be emailed to a designated contact to inform them of any issues that materially impact the performance of the solar system.
  - c. Faults, alarms, and trend data will be analyzed by Solect and a work order will be issued when appropriate for corrective maintenance.
  - d. At the completion of each scheduled or unscheduled maintenance visit, Solect will provide a service report detailing the status of the solar system, the work completed, and any recommended further action.
  - e. After a preventative maintenance inspection, Solect will provide an email notification with the results of the inspection summarized. Solect will provide a more detailed report upon request.
  - f. The cost of renewing the third-party monitoring subscription (i.e. Solrenview and AlsoEnergy etc.) is not included in the Services Agreement pricing.
  - g. Solect reserves the right to utilize customers monitoring data for purposes of analyzing systems performance.
2. **Incentive Management.** Solect will provide incentive management support for the following programs: SREC, ZREC, and SMART:
  - a. SREC Services (when applicable)
    - i. Audit SREC reporting information on New England Power Pool Generation Information System to ensure accurate SREC minting and payment to customers.
    - ii. Transfer quarterly payment to Customer commission free.
    - iii. Communicate SREC market information.
  - b. SMART Services (when applicable)
    - i. Communicate SMART market information
    - ii. Annual payment analysis available upon request with customer provided documentation.
    - iii. Solect will engage with the utility to rectify any errors found during the analysis.
  - c. ZREC Services (when applicable)
    - i. Communicate ZREC market information
    - ii. Compare amount of ZREC minting to actual production reported on monitoring software
    - iii. Solect will engage with the utility to rectify any errors found during the analysis.
3. **Net Metering and Utility Billing Support.** Solect will work closely with Customer to track production to ensure net metering credits are fully applied.
  - a. Solect will provide Schedule Z preparation and support. Changes are allowed up to twice a year.
    - i. Calculating the distribution of net metering credits to off-taker accounts is the responsibility of Customer. Solect will process all paperwork with the utility company upon receiving the required credit allocation account numbers and percentages.
  - b. Solect will help customers rectify errors made by the utility company on its bill.
  - c. Off-taker billing support is not included within this Services Agreement.
  - d. Solect will help assess utility metering equipment malfunctions.
  - e. Grid related utility issues are not included in the price of this Services Agreement. Solect is available, however, to help address these issues on a time and materials basis.
4. **Scheduled Preventative Maintenance.** Solect will provide the following inspection and maintenance of the solar system, including all mechanical, electrical and PV components, once per year:
  - a. All open-air wire (USE-2) and Multi Contact "MC" connectors at the array are visually inspected for excessive drooping, abrasion, disconnection or any other hazard.
  - b. Visual inspection of PV modules and array wiring, inverter systems, mounting system, combiner boxes, wire-ways and conduit, data acquisition system, and weather sensors.

Initial: \_\_\_\_\_ (Customer)





## Solect Solar Services Agreement

- c. The PV modules are inspected for damage and soiling. Minor soiling addressed onsite and optional (see Add-on Services) cleaning services available.
  - d. Inverter Preventative Maintenance
    - i. The inverter cooling system is inspected and cleaned per manufacturers' recommended procedure.
    - ii. Filters are inspected and cleaned or replaced according to schedule.
    - iii. Check airways, heat sinks and perform visual inspection for cleanliness.
  - e. All electrical screw type fittings located at inverters, combiner boxes, and disconnects are checked for proper torque and are marked with a permanent marking device.
  - f. Inspect combiner boxes.
    - i. Clean enclosures and confirm weatherproofing seal is intact.
    - ii. Check fuse continuity for each DC circuit in each combiner box.
    - iii. Check voltage and current of all DC strings.
  - g. Racking and mounting inspection.
    - i. Perform a visual inspection of the solar system for corrosion and a visual inspection of hardware for movement or component loosening.
    - ii. Perform a general inspection of the site for evidence of wildlife or human disturbances.
  - h. Confirm placards and warnings remain clear and legible.
  - i. Solect will complete and provide an inspection report after the work is complete. Solect will review the inspection report with Customer for sign off of results and actions taken-directed.
5. **Corrective Maintenance.** All maintenance not listed in paragraphs 1-4, including but not limited to, such work as making repairs, replacements, restorations, and improvements, is "corrective maintenance". Unless Solect and Customer specifically agree otherwise in writing, corrective maintenance includes any other services which Solect may provide (for example, vegetation mitigation or panel cleaning, including snow removal). At the time of any service, Solect will inspect all related components of the solar system. In the event additional corrective maintenance work in excess of **\$500.00** is recommended, Solect will contact Customer to provide a Work Authorization prior to performing the service.

Service calls resulting in internet only maintenance or a Grid only issue (non-solar related), will result in a service charge based on Solect's then current rate sheet. Solect will notify Customer when the solar system is not visible online and will request confirmation that a site visit is required

**Corrective Maintenance Pricing.** For corrective maintenance, Customer will pay Solect for time expended and for materials and equipment purchased to perform the corrective maintenance.

**Labor:** Solect will invoice Customer for corrective maintenance at the then current rate sheet for technicians that provided services.

☐

: Check the box to the left if weekend and holiday coverage is authorized:  
Saturday Sunday or holiday labor rates, based on Solect's then current rate sheet, will apply (minimum of 4 hours per visit). Availability of technicians is on a best effort basis.

**Multi-year Agreements.** For multi-year service agreements, after the first contract year, Solect may adjust the hourly rate for corrective maintenance upon 60 day's written notice to Customer and such rate(s) shall take effect unless Customer objects within 30 days of the notice. If Customer does object, such rate shall not take effect but Solect may terminate this Agreement at the end of such 60-day period (notwithstanding the provision relating to "term" and cancellation on the first page of this Agreement).

Initial: \_\_\_\_\_ (Customer)



## Solect Solar Services Agreement

6. **Additional Services.** Upon request, Solect will provide the following services at Customer's expense:

- Post Winter Storm Check-up
- Vegetation Mitigation
- Panel Cleaning
- Roof inspections
- Additional Inverter Preventative Maintenance
- Energy Management – Demand Monitoring
- Thermal Imaging Inspections
- Shading Analysis
- Solar System Valuations
- Additional Site Inspections

7. Estimated Event and Outage response time. Solect shall respond per the following table:

Issue Type	Response Time
Solect receives a Customer inquiry	Solect will acknowledge receipt of inquiry within four business hours.
In the case of the system inverter sending an alert/notification to Solect identifying an issue	Solect will acknowledge the issue within one business day from receipt of alert/notification.
Central inverter failure	Solect will be at Customer site for assessment within one business day. Contract pricing available for weekend coverage for central inverters.
String Inverter failure	Solect will contact customer to determine required action within two business days.
Solar production monitoring is unavailable	Solect will contact the customer within two business days if monitoring is not restored.

Initial: \_\_\_\_\_ (Customer)  
Page 5 of 8



## Solect Solar Services Agreement

### Terms and Conditions

- 1) **MANUFACTURERS' GUIDELINES.** Customer agrees to operate and maintain the equipment covered by this agreement in accordance with the manufacturers' guidelines of operation, as set forth in the OEM operations and maintenance manuals.
- 2) **HOURS OF WORK.** Planned and routine maintenance services provided for under this Services Agreement will be performed during normal business hours (Monday through Friday 8:00 am – 5:00 pm). Work performed after hours or on Saturday, Sunday or Holidays will be charged for time and materials based on Solect's then current service rate sheet with a minimum of 4 hours per event. Customer will provide and permit reasonable access to all the equipment. Solect will be allowed, upon reasonable notification, to stop and start equipment as necessary to perform its services, use of existing facilities and use of building services.
- 3) **EXCLUSIONS; WRITTEN AUTHORIZATIONS.** This Services Agreement does not cover any repair or maintenance not specifically identified by this Services Agreement. Without limiting the generality of the previous sentence, preventative maintenance does not include providing security for Customer's real and personal property, cleaning, landscaping/maintenance services (such as cutting grass and trimming trees and bushes), snow removal, roof repairs, and any equipment performance guarantees or production guarantees. Solect will obtain written authorization for any repairs not covered by this Services Agreement before the work is performed.
- 4) **CUSTOMER DUTIES:** Customer shall provide Solect access to its solar system and internet access for monitoring.
- 5) **CERTAIN CASUALTIES.** Repairs necessitated by fire, flood, acts of God, acts of war, abuse or the improper use of equipment will be the sole responsibility of the Customer.
- 6) **MAXIMUM LIABILITY:** Solect's maximum liability based upon any claim or cause of action shall not exceed the annual amount of fees payable by Customer to Solect under this Agreement except for claims or causes of action arising from (i) Solect's gross negligence or willful misconduct or (ii) Solect's indemnification obligations hereunder.
- 7) **INVOICES IN ADVANCE; PAYMENT TERMS; LATE PAYMENT.** Except for corrective maintenance, the Customer will be billed on an annual basis in advance in the amount described on page one of this Services Agreement. Customer shall pay Solect the amount specified in an invoice for corrective maintenance within ten (10) days after receipt by Customer of the invoice. Invoices not paid within ten (10) days shall earn interest at the rate of 1½%, compounded monthly.
- 8) **CERTAIN DAMAGES EXCLUDED.** Neither party shall be held responsible to the other for any indirect or consequential damages such as, but not limited to, loss of revenue. Except for willful misconduct, Solect will in no event be liable to Customer for loss of use of solar equipment or facilities as a result of suspension of service due to non-payment.
- 9) **NOTICES:** All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Services Agreement shall be in writing and shall be either delivered by hand; mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; delivered by a recognized overnight or personal delivery service; transmitted by facsimile; or transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement). Any delivery of notice, by whatever means, which is made on day which is not a business day or after 5:00 pm on a business day, shall be deemed made on the next business day.
- 10) **INDEMNIFICATION:** To the maximum extent permitted by law, each party hereto shall defend, indemnify and hold harmless the other party and the directors, officers, shareholders, members, managers, partners, subsidiaries, affiliates, agents and employees of the other party from and against any and all third party claims for losses, damages, judgments, demands, expense and liability arising as a result of personal injury, death or property damage to the extent caused by or arising out of the negligent acts or omissions of the indemnifying party or the indemnifying party's employees or contractors or others under its control. Solect shall hold Customer harmless from all liens and claims filed by its employees, subcontractors or other third parties for services performed or material furnished to Solect or Customer, and Solect shall release, discharge or otherwise remove all such liens or claims by bonding, payment or otherwise and shall notify Customer promptly of such release, discharge or removal. If Solect fails to provide such release, discharge or removal, Customer may pay the sums necessary to obtain such release, discharge or removal, in which case Customer may deduct the amounts so paid from the amounts due Solect hereunder.
- 11) **RESOLUTION OF DISPUTES:** If a claim, dispute or other matter in controversy ("Claim") arises concerning this Agreement, a representative from management of both parties shall meet in person or by phone within ten (10) Business Days after either party gives the other party written notice of the Claim (the "Dispute Notice"). The

Initial: \_\_\_\_\_ (Customer)



## Solect Solar Services Agreement

Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Claim. If the Claim is not resolved within thirty (30) days after the first meeting of the parties either party is free to pursue any other available remedy in law or at equity. The Dispute Notice is a condition precedent to each party's right to resort to litigation, provided that during such time as the parties are conferring, either party may petition a court of competent jurisdiction for injunctive relief. A party's failure to comply with this Section shall entitle the other party to recover its costs and reasonable attorneys' fees in any judicial proceedings that circumvent this dispute resolution provisions.

- 12) **FORCE MAJEURE:** If Solect is rendered wholly or partially unable to perform its obligations under this Services Agreement (other than payment obligations) due to a Force Majeure Event, as hereinafter defined, Solect shall be excused from whatever performance is impaired by such Force Majeure Event, provided that promptly upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, Solect (a) promptly gives notice to Customer stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (b) uses its reasonable efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is reasonably necessary. As used herein, Force Majeure Event means any act or event that prevents Solect from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of Solect and Solect had been unable to overcome such act or event with the exercise of due diligence. Subject to the foregoing conditions, a Force Majeure Event may include but is not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of Solect; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility; (v) strikes or labor disputes (except involving employees of the affected Party); and (vi) failure of the Local Electric Utility to perform actions with respect to the System in the times required under its tariffs or Applicable Law. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event.
- 13) **LIMITATIONS ON ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or denied. Notwithstanding the foregoing, either party may assign its interests hereunder without consent to an affiliate, subsidiary or parent of such party or to a successor by way of purchase, merger, consolidation or reorganization.
- 14) **COUNTERPARTS.** This Services Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. E-mail transmission of signed copies will be deemed originals and sufficient for the effectiveness of this Services Agreement.
- 15) **TERMINATION:** This Agreement may be terminated at any time by either party upon the occurrence of one or more of the following events:
  - (a) In the event of a material breach hereunder, then the non-breaching party may terminate this Services Agreement upon not less than thirty (30) calendar days (ten (10) calendar days with respect breach for failure to pay invoices) prior written notice to the other party, setting forth the alleged breach, unless the breach is cured prior to the expiration of such notice period.
  - (b) If either party files a petition in bankruptcy, is adjudicated bankrupt, takes advantage of the insolvency law of any state or country, makes an assignment for the benefit of creditors, or has a receiver, trustee or other court officer appointed for its property, then the other party may terminate this Services Agreement upon written notice to the other party.
- 16) **GOVERNING LAW:** This Services Agreement is governed by the laws of the Commonwealth of Massachusetts.
- 17) **NON-DISCLOSURE:** Solect agrees that the information contained in this Services Agreement and all other information relating to this Services Agreement are proprietary and confidential ("Confidential Information"). Solect agrees to use the Confidential Information only for the purpose of this Services Agreement. The Confidential Information is not to be reproduced in any form except as required to accomplish the intent of this Services Agreement. In addition, Solect shall not, without written consent of Customer, which may be withheld at Customer's sole discretion, publish any materials that identify Customer, any of Customer's customers, and any third parties which Customer has agreements.  
(unless we are required by law or court system)

Initial: \_\_\_\_\_ (Customer)



## Solect Solar Services Agreement

18) COMPLIANCE WITH LAWS: Solect shall give all notices and comply with all laws, ordinances, rules, regulations and orders of public authorities applicable to the performance of the services, including without limitation, all federal, state and local safety regulations and Occupational Safety and Health Act requirements.

19) INSURANCE REQUIREMENTS: During the term of this Services Agreement, Solect at its sole cost and expense shall carry and maintain in effect without interruption and with a A-1 rated company, policies or insurance written on an occurrence basis of the kinds and in not less than the minimum limits set out in Subsections (a)-(d) below:

(a) Commercial General Liability Including products/completed operations, contractual liability for the indemnities in this Agreement, broad form property damaged, and independent contractor's coverage

Bodily Injury, Each Occurrence\_\_\_\_\_ \$1,000,000

and

Property Damage (including explosion, collapse and underground damage)

Each Occurrence\_\_\_\_\_ \$1,000,000

Aggregate\_\_\_\_\_ \$2,000,000

or

Bodily Injury and property Damage Combined (including explosion, collapse and underground damage):

Each Occurrence\_\_\_\_\_ \$1,000,000

Aggregate\_\_\_\_\_ \$2,000,000

(b) "Symbol 7, 8, 9" Automobile Liability

Bodily Injury, Each Person\_\_\_\_\_ \$1,000,000

Each Occurrence\_\_\_\_\_ \$1,000,000

And

Property Damage, Each Occurrence\_\_\_\_\_ \$1,000,000

or

Bodily Injury and Property Damage Combined:

Each Occurrence\_\_\_\_\_ \$1,000,000

Aggregate\_\_\_\_\_ \$1,000,000

(c) Worker's Compensation \_\_\_\_\_ As Required by Statute

(including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable)

(d) Employer's Liability \_\_\_\_\_ \$500,000

Initial: \_\_\_\_\_ (Customer)



## Solar Services Agreement

Customer Name: Town of Medfield  
Contract #: 00003270

Solect is a solar energy company that provides, among other services, design, installation, operations, maintenance and management of photovoltaic solar energy generation systems. This Service Agreement provides service support for your solar system.

### Services:

1. Solar Production Monitoring and Reporting
2. Incentive Management
3. Net Metering Credit Management
4. Scheduled Preventative Maintenance
5. Corrective Maintenance

**Term of this Services Agreement:** 7/1/2021 – 6/30/2022

**Cost of this Services Agreement:** \$4,189.00 (\$/year)

This cost is exclusive of charges for corrective maintenance, which is billed on a time and material basis as provided on page 4.

**Size of Solar System:** 237 kW

**Location of solar system:** 99 Bridge Street  
Medfield, MA 02052

This Service Agreement includes the provisions on this page and the following provisions:

Page 2	Solar System Specifications
Page 3-5	Services Covered
Page 6-8	Terms and Conditions

### Approvals:

Solect Energy Development, LLC

By: Steve Bianchi

Name: Steve Bianchi

Title: SVP Customer Services

Date: 6/9/2021

Town of Medfield

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

Name: Nicholas Milano

Title: Assistant Town Administrator

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





## Solect Solar Services Agreement

508.598.3511 • 89 Hayden Rowe Street • Hopkinton, MA 01748

[solect.com](http://solect.com)

### Solar System Summary Chart



Initial: \_\_\_\_\_ (Customer)  
Page 2 of 8



## Solect Solar Services Agreement

Solect will provide the following services:

1. **Solar Production Monitoring and Reporting.** Solect will work with the existing "revenue grade" monitoring system to provide the following services:
  - a. System performance information will be made available to the Customer throughout the term of this Services Agreement through Solect's exclusive customer portal. The customer portal will also provide case history and SREC revenue information for those enrolled in that program.
  - b. Real-time system alerts will be emailed to a designated contact to inform them of any issues that materially impact the performance of the solar system.
  - c. Faults, alarms, and trend data will be analyzed by Solect and a work order will be issued when appropriate for corrective maintenance.
  - d. At the completion of each scheduled or unscheduled maintenance visit, Solect will provide a service report detailing the status of the solar system, the work completed, and any recommended further action.
  - e. After a preventative maintenance inspection, Solect will provide an email notification with the results of the inspection summarized. Solect will provide a more detailed report upon request.
  - f. The cost of renewing the third-party monitoring subscription (i.e. Solrenview and AlsoEnergy etc.) is not included in the Services Agreement pricing.
  - g. Solect reserves the right to utilize customers monitoring data for purposes of analyzing systems performance.
2. **Incentive Management.** Solect will provide incentive management support for the following programs: SREC, ZREC, and SMART:
  - a. SREC Services (when applicable)
    - i. Audit SREC reporting information on New England Power Pool Generation Information System to ensure accurate SREC minting and payment to customers.
    - ii. Transfer quarterly payment to Customer commission free.
    - iii. Communicate SREC market information.
  - b. SMART Services (when applicable)
    - i. Communicate SMART market information
    - ii. Annual payment analysis available upon request with customer provided documentation.
    - iii. Solect will engage with the utility to rectify any errors found during the analysis.
  - c. ZREC Services (when applicable)
    - i. Communicate ZREC market information
    - ii. Compare amount of ZREC minting to actual production reported on monitoring software
    - iii. Solect will engage with the utility to rectify any errors found during the analysis.
3. **Net Metering and Utility Billing Support.** Solect will work closely with Customer to track production to ensure net metering credits are fully applied.
  - a. Solect will provide Schedule Z preparation and support. Changes are allowed up to twice a year.
    - i. Calculating the distribution of net metering credits to off-taker accounts is the responsibility of Customer. Solect will process all paperwork with the utility company upon receiving the required credit allocation account numbers and percentages.
  - b. Solect will help customers rectify errors made by the utility company on its bill.
  - c. Off-taker billing support is not included within this Services Agreement.
  - d. Solect will help assess utility metering equipment malfunctions.
  - e. Grid related utility issues are not included in the price of this Services Agreement. Solect is available, however, to help address these issues on a time and materials basis.

Initial: \_\_\_\_\_ (Customer)





## Solect Solar Services Agreement

4. **Scheduled Preventative Maintenance.** Solect will provide the following inspection and maintenance of the solar system, including all mechanical, electrical and PV components, once per year:
- a. All open-air wire (USE-2) and Multi Contact "MC" connectors at the array are visually inspected for excessive drooping, abrasion, disconnection or any other hazard.
  - b. Visual inspection of PV modules and array wiring, inverter systems, mounting system, combiner boxes, wire-ways and conduit, data acquisition system, and weather sensors.
  - c. The PV modules are inspected for damage and soiling. Minor soiling addressed onsite and optional (see Add-on Services) cleaning services available.
  - d. Inverter Preventative Maintenance
    - i. The inverter cooling system is inspected and cleaned per manufacturers' recommended procedure.
    - ii. Filters are inspected and cleaned or replaced according to schedule.
    - iii. Check airways, heat sinks and perform visual inspection for cleanliness.
  - e. All electrical screw type fittings located at inverters, combiner boxes, and disconnects are checked for proper torque and are marked with a permanent marking device.
  - f. Inspect combiner boxes.
    - i. Clean enclosures and confirm weatherproofing seal is intact.
    - ii. Check fuse continuity for each DC circuit in each combiner box.
    - iii. Check voltage and current of all DC strings.
  - g. Racking and mounting inspection.
    - i. Perform a visual inspection of the solar system for corrosion and a visual inspection of hardware for movement or component loosening.
    - ii. Perform a general inspection of the site for evidence of wildlife or human disturbances.
  - h. Confirm placards and warnings remain clear and legible.
  - i. Solect will complete and provide an inspection report after the work is complete. Solect will review the inspection report with Customer for sign off of results and actions taken-directed.
5. **Corrective Maintenance.** All maintenance not listed in paragraphs 1-4, including but not limited to, such work as making repairs, replacements, restorations, and improvements, is "corrective maintenance". Unless Solect and Customer specifically agree otherwise in writing, corrective maintenance includes any other services which Solect may provide (for example, vegetation mitigation or panel cleaning, including snow removal). At the time of any service, Solect will inspect all related components of the solar system. In the event additional corrective maintenance work in excess of **\$500.00** is recommended, Solect will contact Customer to provide a Work Authorization prior to performing the service.

Service calls resulting in internet only maintenance or a Grid only issue (non-solar related), will result in a service charge based on Solect's then current rate sheet. Solect will notify Customer when the solar system is not visible online and will request confirmation that a site visit is required

**Corrective Maintenance Pricing.** For corrective maintenance, Customer will pay Solect for time expended and for materials and equipment purchased to perform the corrective maintenance.

**Labor:** Solect will invoice Customer for corrective maintenance at the then current rate sheet for technicians that provided services.

☐

Check the box to the left if weekend and holiday coverage is authorized: Saturday Sunday or holiday labor rates, based on Solect's then current rate sheet, will apply (minimum of 4 hours per visit). Availability of technicians is on a best effort basis.

Initial: \_\_\_\_\_ (Customer)  
Page 4 of 8



## Solect Solar Services Agreement

Multi-year Agreements. For multi-year service agreements, after the first contract year, Solect may adjust the hourly rate for corrective maintenance upon 60 day's written notice to Customer and such rate(s) shall take effect unless Customer objects within 30 days of the notice. If Customer does object, such rate shall not take effect but Solect may terminate this Agreement at the end of such 60-day period (notwithstanding the provision relating to "term" and cancellation on the first page of this Agreement).

6. **Additional Services.** Upon request, Solect will provide the following services at Customer's expense:

- Post Winter Storm Check-up
- Vegetation Mitigation
- Panel Cleaning
- Roof inspections
- Additional Inverter Preventative Maintenance
- Energy Management – Demand Monitoring
- Thermal Imaging Inspections
- Shading Analysis
- Solar System Valuations
- Additional Site Inspections

7. Estimated Event and Outage response time. Solect shall respond per the following table:

Issue Type	Response Time
Solect receives a Customer inquiry	Solect will acknowledge receipt of inquiry within four business hours.
In the case of the system inverter sending an alert/notification to Solect identifying an issue	Solect will acknowledge the issue within one business day from receipt of alert/notification.
Central inverter failure	Solect will be at Customer site for assessment within one business day. Contract pricing available for weekend coverage for central inverters.
String Inverter failure	Solect will contact customer to determine required action within two business days.
Solar production monitoring is unavailable	Solect will contact the customer within two business days if monitoring is not restored.

Initial: \_\_\_\_\_ (Customer)  
Page 5 of 8



## Solect Solar Services Agreement

### Terms and Conditions

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- 8) **CERTAIN DAMAGES EXCLUDED.** Neither party shall be held responsible to the other for any indirect or consequential damages such as, but not limited to, loss of revenue. Except for willful misconduct, Solect will in no event be liable to Customer for loss of use of solar equipment or facilities as a result of suspension of service due to non-payment.
- 9) **NOTICES:** All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Services Agreement shall be in writing and shall be either delivered by hand; mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; delivered by a recognized overnight or personal delivery service; transmitted by facsimile; or transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement). Any delivery of notice, by whatever means, which is made on day which is not a business day or after 5:00 pm on a business day, shall be deemed made on the next business day.
- 10) **INDEMNIFICATION:** To the maximum extent permitted by law, each party hereto shall defend, indemnify and hold harmless the other party and the directors, officers, shareholders, members, managers, partners, subsidiaries, affiliates, agents and employees of the other party from and against any and all third party claims for losses, damages, judgments, demands, expense and liability arising as a result of personal injury, death or property damage to the extent caused by or arising out of the negligent acts or omissions of the indemnifying party or the indemnifying party's employees or contractors or others under its control. Solect shall hold Customer harmless from all liens and claims filed by its employees, subcontractors or other third parties for services performed or material furnished to Solect or Customer, and Solect shall release, discharge or otherwise remove all such liens or claims by bonding, payment or otherwise and shall notify Customer promptly of such

Initial: \_\_\_\_\_ (Customer)



## Solect Solar Services Agreement

release, discharge or removal. If Solect fails to provide such release, discharge or removal, Customer may pay the sums necessary to obtain such release, discharge or removal, in which case Customer may deduct the amounts so paid from the amounts due Solect hereunder.

- 11) **RESOLUTION OF DISPUTES:** If a claim, dispute or other matter in controversy ("Claim") arises concerning this Agreement, a representative from management of both parties shall meet in person or by phone within ten (10) Business Days after either party gives the other party written notice of the Claim (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Claim. If the Claim is not resolved within thirty (30) days after the first meeting of the parties either party is free to pursue any other available remedy in law or at equity. The Dispute Notice is a condition precedent to each party's right to resort to litigation, provided that during such time as the parties are conferring, either party may petition a court of competent jurisdiction for injunctive relief. A party's failure to comply with this Section shall entitle the other party to recover its costs and reasonable attorneys' fees in any judicial proceedings that circumvent this dispute resolution provisions.
- 12) **FORCE MAJEURE:** If Solect is rendered wholly or partially unable to perform its obligations under this Services Agreement (other than payment obligations) due to a Force Majeure Event, as hereinafter defined, Solect shall be excused from whatever performance is impaired by such Force Majeure Event, provided that promptly upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, Solect (a) promptly gives notice to Customer stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (b) uses its reasonable efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is reasonably necessary. As used herein, Force Majeure Event means any act or event that prevents Solect from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of Solect and Solect had been unable to overcome such act or event with the exercise of due diligence. Subject to the foregoing conditions, a Force Majeure Event may include but is not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of Solect; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility; (v) strikes or labor disputes (except involving employees of the affected Party); and (vi) failure of the Local Electric Utility to perform actions with respect to the System in the times required under its tariffs or Applicable Law. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event.
- 13) **LIMITATIONS ON ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or denied. Notwithstanding the foregoing, either party may assign its interests hereunder without consent to an affiliate, subsidiary or parent of such party or to a successor by way of purchase, merger, consolidation or reorganization.
- 14) **COUNTERPARTS.** This Services Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. E-mail transmission of signed copies will be deemed originals and sufficient for the effectiveness of this Services Agreement.
- 15) **TERMINATION:** This Agreement may be terminated at any time by either party upon the occurrence of one or more of the following events:
  - (a) In the event of a material breach hereunder, then the non-breaching party may terminate this Services Agreement upon not less than thirty (30) calendar days (ten (10) calendar days with respect breach for failure to pay invoices) prior written notice to the other party, setting forth the alleged breach, unless the breach is cured prior to the expiration of such notice period.
  - (b) If either party files a petition in bankruptcy, is adjudicated bankrupt, takes advantage of the insolvency law of any state or country, makes an assignment for the benefit of creditors, or has a receiver, trustee or other court officer appointed for its property, then the other party may terminate this Services Agreement upon written notice to the other party.

Initial: \_\_\_\_\_ (Customer)



## Solect Solar Services Agreement

- 16) **GOVERNING LAW:** This Services Agreement is governed by the laws of the Commonwealth of Massachusetts.
- 17) **NON-DISCLOSURE:** Solect agrees that the information contained in this Services Agreement and all other information relating to this Services Agreement are proprietary and confidential ("Confidential Information"). Solect agrees to use the Confidential Information only for the purpose of this Services Agreement. The Confidential Information is not to be reproduced in any form except as required to accomplish the intent of this Services Agreement. In addition, Solect shall not, without written consent of Customer, which may be withheld at Customer's sole discretion, publish any materials that identify Customer, any of Customer's customers, and any third parties which Customer has agreements. (unless we are required by law or court system)
- 18) **COMPLIANCE WITH LAWS:** Solect shall give all notices and comply with all laws, ordinances, rules, regulations and orders of public authorities applicable to the performance of the services, including without limitation, all federal, state and local safety regulations and Occupational Safety and Health Act requirements.
- 19) **INSURANCE REQUIREMENTS:** During the term of this Services Agreement, Solect at its sole cost and expense shall carry and maintain in effect without interruption and with a A-1 rated company, policies or insurance written on an occurrence basis of the kinds and in not less than the minimum limits set out in Subsections (a)(d) below:

- (a) **Commercial General Liability** Including products/completed operations, contractual liability for the indemnities in this Agreement, broad form property damaged, and independent contractor's coverage

Bodily Injury, Each Occurrence\_\_\_\_\_ \$1,000,000 and  
 Property Damage (including explosion, collapse and underground damage)  
 Each Occurrence\_\_\_\_\_ \$1,000,000  
 Aggregate\_\_\_\_\_ \$2,000,000

or

Bodily Injury and property Damage Combined (including explosion, collapse and underground damage):  
 Each Occurrence\_\_\_\_\_ \$1,000,000  
 Aggregate\_\_\_\_\_ \$2,000,000

- (b) **"Symbol 7, 8, 9" Automobile Liability**


Bodily Injury, Each Person\_\_\_\_\_ \$1,000,000  
 Each Occurrence\_\_\_\_\_ \$1,000,000  
 And  
 Property Damage, Each Occurrence\_\_\_\_\_ \$1,000,000

or

Bodily Injury and Property Damage Combined:  
 Each Occurrence\_\_\_\_\_ \$1,000,000  
 Aggregate\_\_\_\_\_ \$1,000,000

- (c) **Worker's Compensation** \_\_\_\_\_ As Required by Statute  
 (including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable)
- (d) **Employer's Liability** \_\_\_\_\_ \$500,000

Initial: \_\_\_\_\_ (Customer)  
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Solect Labor Rate Sheet (effective 3/1/2021)				
	Monday - Friday	Weekday	Saturday	Sunday
	7:00AM - 5:00PM	Before 7:00AM or After 5:00PM		(& Holidays)
<b>Customers with a Solect Service Agreement</b>		Minimum 4 hrs per technician		
Electrical	\$115.00	\$145.00	\$145.00	\$165.00
SSP Supervisor	\$65.00	\$90.00	\$90.00	\$115.00
SSP General Labor	\$45.00	\$65.00	\$65.00	\$85.00
Customer Consulting	\$115.00	\$145.00	\$145.00	\$165.00
<b>Customers without a Solect Service Agreement</b>		Minimum 4 hrs per technician		
Electrical	\$145.00	\$195.00	\$195.00	\$225.00
SSP Supervisor	\$90.00	\$130.00	\$130.00	\$155.00
SSP General Labor	\$65.00	\$85.00	\$85.00	\$100.00
Customer Consulting	\$145.00	\$195.00	\$195.00	\$225.00
NOTE:				
An "SSP" is a Special Service Project that addresses system upgrades or larger maint. work requested by customers for their solar system.				





## Commercial Solar & Storage Solutions

# THE SOLAR MAINTENANCE PARTNER YOU CAN TRUST

- ▶ Active Daily Monitoring and Reporting
  - Tracking your investment to optimize returns
- ▶ Annual Preventative Maintenance
  - Identifying problems, before they become problems
- ▶ In-house team for prompt response
  - Preferred labor rates and scheduling
- ▶ Industry expertise, on your side
  - Net Metering and Utility Billing support
  - Incentive Management



## Power Your Tomorrow

### ► Active Daily Monitoring and Reporting

- Solar production measured against projected and real-time weather-adjusted output levels
- Customer portal allows quick and easy access to systems performance, service history, and solar incentives.
- In-house certified technicians dispatched for prompt resolution

### ► Annual Preventative Maintenance

- Maintains optimal production, mitigates downtime, and maintains compliance with manufacturer's warranty service requirements.
- Ensuring the safety of your investments
- Thorough inspection of all mechanical, electrical, and PV components of your system by the best technicians in the industry using cutting edge technology.

### ► Responsive support when it's needed

- Network Operations Center performs real-time monitoring, identifies root-cause problems quickly, determines a course of action, and if needed, dispatches technicians to your site for comprehensive remediation.

### ► Industry expertise, on your side

- Partnerships rather than transactions
- Comprehensive approach ensures optimal investment return
- Complete Incentive management from generation verification thru incentive award.
- Your full-service Solar provider and trusted partner

# 500+

**Commercial Solar Arrays Supported**



► For a no-cost site assessment call, text or email:  
508.598.3511 (ext 2) | [services@solect.com](mailto:services@solect.com)







**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT**

**CONTRACT:** Medfield 2021-01

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

This Contract is made this \_\_\_\_ day of June, 2021 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Shady Tree Landscaping & Irrigation, Inc. having a usual place of business at 674 Pleasant Street, Norwood, MA 02062 hereinafter referred to as the "Contractor".

**WITNESSED:**

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish lawn mowing services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: July 1, 2021 through November 30, 2021.

6. Payment for Work: The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on June 25, 2021 (Attachment A) in the amount of \$24,493. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the landscaping industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an

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

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

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

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

Contractor: **Shady Tree Landscaping & Irrigation Inc.**

\_\_\_\_\_

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

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

Town of Medfield, by its Board of Selectmen:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXAMPLE CLERK'S CERTIFICATE

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

Written Consent

(Date)

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

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

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

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

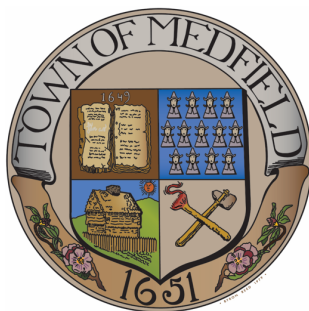
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing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

Clerk of Corporation Certificate

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

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

SEAL



## **Town of Medfield**

### **Request for Written Quotations**

#### **Lawn Mowing Services at the former Medfield State Hospital**

##### **General Information**

- A. The Town of Medfield is seeking written quotations for lawn mowing services for the former Medfield State Hospital, Hospital Road, Medfield, MA 02052.
- B. The Town of Medfield reserves the right to reject any and all written quotations, waive informalities, and award contracts in the best interest of the Town.
- C. Contracts are subject to the approval of the Board of Selectmen.
- D. Questions concerning this request for written quotations must be submitted in writing via email to Nicholas Milano, Assistant Town Administrator, Town of Medfield at [nmilano@medfield.net](mailto:nmilano@medfield.net) by 11 am on June 23, 2021. Written responses will be emailed to all firms on record as having received the request for written quotations.
- E. Written quotations must be submitted by email to Nicholas Milano at [nmilano@medfield.net](mailto:nmilano@medfield.net) by 11 am on June 25, 2021.
- F. The Town reserves right to: request additional information from applicants about experience and ability to complete the scope of services, to interview applicants, and to check references identified by any applicant or associated with any previous contract with any applicant.
- G. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, references, and written quotation.

**The contractor must be able to meet the following requirements:**

1. Successful contractor must be able to commence work as soon as weather permits.
2. All bidders shall have in their possession sufficient equipment in order to satisfactorily complete all work that is required under this contract.
3. The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.
4. The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term “members of firm”, use the term “doing business as \_\_\_\_\_,” or “Sole Owner.”
5. The contractor to whom the contract is awarded will be required to execute the Town’s standard contract within ten (10) days from the date that they are notified of the award. In case of failure to do so, they will be considered as having abandoned the contract.
6. The contractor shall comply with the Town’s Standard Contract, enclosed as Attachment E. Any requests for changes to the Standard Contract must be submitted with the written quotations. The Town reserves the right to reject any and all requests for alterations to the Town’s Standard Contract.

**Project Description**

1. Trained personnel using current, acceptable horticultural and lawn care practices shall perform all landscape maintenance and land management services.
2. Contractor shall provide all equipment necessary to perform the work herein; grass cutting machines and associated equipment shall be appropriate for the size of area and standard of finish.
3. All areas to be inspected by the Contractor before work.
4. Any work performed in addition to which is outlined herein shall be done only upon written approval by the Town of Medfield through the Town Administrator, Assistant Town Administrator, or Director of Public Works.
5. During landscape operations all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to ensure the safety of the Contractor’s employees, the Town employees and the general public.
6. Any damage to private property caused by the Contractor shall be repaired or replaced at the Contractor’s expense.



7. Please see Attachment D - Map for Lawn Mowing Services at the former Medfield State Hospital for mowing areas included in this project.
8. During mowing season Lawn areas shall be mowed at a maximum height of 4" and a minimum height of 3" throughout the mowing season. All mower blades will be kept sharp.
9. Additional landscaping projects on the site may be requested by the Town of Medfield and the contractor shall provide an hourly rate to complete said additional services.
10. Mowing operation includes trimming around all obstacles, removing debris from walkways and parking areas. Care shall be taken not to cause any damage or girdle any trees or shrubs with trimming equipment.
11. Mowing shall take place over the entire area to include weeds, nettles, and all growth of a non woody nature. Soft vegetative growth such as clover where it falls within large grassed areas shall be deemed to be part of the contract.
12. Mowing shall take place on the full area of grass up to paving, fencing, existing tree lines and other boundaries. String trimmers should be used in areas where mowers cannot cut.
13. Contractor shall allow in his rates for cutting around all obstacles and obstructions including tree bases, lamp columns, telephone columns, manhole covers, benches within the area to be cut.
14. All staging and refueling of equipment must be done in the front parking lot at the entrance from Hospital Road.
15. In drought conditions the height of the cut will be stipulated by the Medfield Department of Public Works. No additional payments will be made for variation in the height from normal specified height. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting divots from the machine rollers or cutters. Should wet conditions persist and additional operations are required to cut the grass the Contractor shall submit a revised cutting schedule for approval. No payments shall be made with cutting conditions are suspended due to inclement weather or adverse conditions.
16. The Town reserves the right to adjust the contractor's schedule to accommodate events or activities on site.

# Attachment A

## Bid Sheet

Duration of Contract: July 2021 to November 2021

Lawn Mowing at the Medfield State Hospital Campus, as identified on the Map for Lawn Mowing Services (Attachment D)

July 2021 (2 Cuts) \$ \_\_\_\_\_

August 2021 (2 Cuts) \$ \_\_\_\_\_

September 2021 (2 Cuts) \$ \_\_\_\_\_

October 2021 (1 Cut) \$ \_\_\_\_\_

**Total Quotation for Lawn Mowing** \$ \_\_\_\_\_

Option 1: Price per cut for additional cuts \$ \_\_\_\_\_

Option 2: Hourly Rate for Additional Services \$ \_\_\_\_\_

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: \_\_\_\_\_  
(print name)

Signed: \_\_\_\_\_

Contact Person (Name and Title): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **Attachment B**

### **Certificate of Non-Collusion**

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

---

Signature of person submitting contract/bid

---

Date

---

Name of Business

## Attachment C

### Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

*Social Security Number or*

*Federal Identification  
Number*

---

*Signature of Individual or Corporate Name*

---

*Corporate Officer (if applicable)*

## Attachment D

### Map for Lawn Mowing Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below. All areas must be mowed up to paving, fencing, existing tree lines, and other boundaries. String trimmers should be used in areas where mowers cannot cut.



## Attachment A

### Bid Sheet

Duration of Contract: July 2021 to November 2021

Lawn Mowing at the Medfield State Hospital Campus, as identified on the Map for Lawn Mowing Services (Attachment D)

July 2021 (2 Cuts)	\$ <u>6998.<sup>00</sup></u>
August 2021 (2 Cuts)	\$ <u>6998.<sup>00</sup></u>
September 2021 (2 Cuts)	\$ <u>6998.<sup>00</sup></u>
October 2021 (1 Cut)	\$ <u>3499.<sup>00</sup></u>
<b>Total Quotation for Lawn Mowing</b>	\$ <u>24,493.<sup>00</sup></u>
Option 1: Price per cut for additional cuts	\$ <u>3499.<sup>00</sup></u>
Option 2: Hourly Rate for Additional Services	\$ <u>85.<sup>00</sup> per man</u>

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: Gregory W. Kay  
(print name)

Signed: G. W. Kay

Contact Person (Name and Title): Gregory Kay President

Company Name: Shady Tree Landscaping & Irrigation, Inc.

Address: 674 Pleasant Street Norwood MA 02062

Telephone: 508-359-6082

E-mail: Greg@ShadyTreeLandscaping.com

## Attachment B

### Certificate of Non-Collusion

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

M. H. H.  
Signature of person submitting contract/bid

6/24/2021  
Date

Shady Tree Landscaping & Irrigation, Inc  
Name of Business



## Attachment C

### Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

84-1797585  
Social Security Number or  
Federal Identification  
Number

Shady Tree Landscaping + Irrigation, Inc.  
Signature of Individual or Corporate Name

Gregory W. 114  
Corporate Officer (if applicable)



Informational



## GEOLOGICAL FIELD SERVICES, INC.

---

May 24, 2021

Michael Sullivan  
Medfield Town Administrator

RECEIVED

MAY 27 2021

Nancy Bennotti  
Medfield Board of Health

MEDFIELD SELECTMEN

Town Hall  
459 Main Street  
Medfield MA, 02052

RE: TS Status Report #4 (RTN 2-3015514)

Dear Public Officials;

The purpose of this letter is to notify your office, pursuant to the Massachusetts Contingency Plan (MCP) section 40.1403, that Geological Field Services, Inc. has submitted the fourth Temporary Solution (TS) Status Report, since the filing of the TS in April 2019, to the Massachusetts Department of Environmental Protection for the disposal site located at 527 Main Street in Medfield, Massachusetts.

The Status Report documents and available information regarding the release of chlorinated solvents to the soil and groundwater at 527 Main Street Medfield, Massachusetts. A copy of the status report is available at online at MADEP's website under RTN 2-3015514.

Should you have any questions please contact me.

Sincerely,  
GEOLOGICAL FIELD SERVICES, INC.

Luke A. Fabbri  
President, L.S.P.

cc: Medfield Public Library  
MADEP

14133\_pip\_TS Status Report #4

**Stephen F. Dockray**  
Superintendent-Director

**Michael J. Procaccini**  
Principal

**Daniel Haynes**  
Business Manager



## TRI • COUNTY

REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL  
147 POND STREET • FRANKLIN • MASSACHUSETTS 02038  
Telephone: 508-528-5400 • Administration Fax: 508-528-6074  
Business Office Fax: 508-528-3698 • [www.tri-county.us](http://www.tri-county.us)

**MEMBER TOWNS:**  
Franklin, Medfield,  
Medway, Millis, Norfolk,  
North Attleboro, Plainville,  
Seekonk, Sherborn, Walpole,  
Wrentham

RECEIVED

JUN 01 2021

MEDFIELD SELECTMEN

May 27, 2021

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

Re: Tri-County Regional Vocational Technical HS, Invited to Launch Feasibility Study

Dear Ms. Trierweiler:

On Wednesday, April 14, 2021 the Massachusetts School Building Authority (the "MSBA") Board of Directors voted to invite the Tri-County Regional Vocational Technical School District to collaborate in conducting a feasibility study for a potential MSBA school construction project.

This invitation validates the school building deficiencies identified in our Statement of Interest, and presents an important and much needed opportunity for the School District and eleven member communities to come together for the benefit of our future students. The MSBA is committed to partnering with the School District to address the necessary improvements to our 43 year old educational facility, and help improve teaching and learning spaces needed to adequately prepare our students for an ever-changing skills-based marketplace.

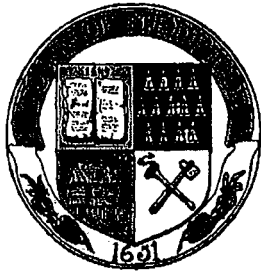
We are only beginning our collaboration with the MSBA during the Feasibility period, but this is also a pivotal time to engage our community leaders to receive critical feedback to help inform future decisions in both a financial and educational context.

Please remember that an invitation from the MSBA to collaborate on a Feasibility Study is **not** approval of a project, merely the first step in exploring potential solutions that meet the requirements of the School District's Educational Program and to determine the most cost effective and educationally appropriate solution to recommend to the MSBA Board of Directors and our member stakeholders.

One of our School Building Committee team goals is to effectively communicate with community leaders and citizenry in our District. We will be launching a link from our website to a School Building Committee portal as a means of informing the public of our process and to gather community support and involvement in our project.

Thank you for your steadfast support of the Tri-County community; we look forward to working with each of you to build a better future for our vocational students.

  
Stephen F. Dockray  
Superintendent-Director  
/jlt



**TOWN OF MEDFIELD**  
*Office of*  
**Marion Bonoldi**  
TOWN CLERK  
459 Main Street  
Medfield, Massachusetts 02052

(508) 906-3024  
Fax: (508) 359-6182  
town.medfield.net

TO: Kristine Trierweiler, Town Administrator  
FROM : Marion Bonoldi, Town Clerk  
DATE: June 15, 2021  
RE: DLM Reimbursement

On June 8, 2021, the Town of Medfield received reimbursement from the Division of Local Mandate for September 1, 2020 State Primary and November 2, 2020 General Election.

On March 12, 2021, I submitted a cost verification response to the DLM . This reimbursement is separate from any CARES Act money received.

The amount received and deposited was \$13,089.16.

If there is any further clarification needed, please let me know.



Stephen F. Dockray  
Superintendent-Director

Michael J. Procaccini  
Principal

Daniel Haynes  
Business Manager



## TRI • COUNTY

REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL  
147 POND STREET • FRANKLIN • MASSACHUSETTS 02038  
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MEMBER TOWNS:  
Franklin, Medfield,  
Medway, Millis, Norfolk,  
North Attleboro, Plainville,  
Seekonk, Sherborn, Walpole,  
Wrentham

May 27, 2021

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

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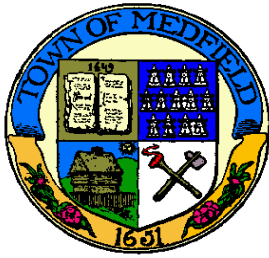
We are only beginning our collaboration with the MSBA during the Feasibility period, but this is also a pivotal time to engage our community leaders to receive critical feedback to help inform future decisions in both a financial and educational context.

Please remember that an invitation from the MSBA to collaborate on a Feasibility Study is **not** approval of a project, merely the first step in exploring potential solutions that meet the requirements of the School District's Educational Program and to determine the most cost effective and educationally appropriate solution to recommend to the MSBA Board of Directors and our member stakeholders.

One of our School Building Committee team goals is to effectively communicate with community leaders and citizenry in our District. We will be launching a link from our website to a School Building Committee portal as a means of informing the public of our process and to gather community support and involvement in our project.

Thank you for your steadfast support of the Tri-County community; we look forward to working with each of you to build a better future for our vocational students.

  
Stephen F. Dockray  
Superintendent-Director  
/jlt



## TOWN OF MEDFIELD

**Scott F. McDermott**

**Town Moderator**

June 25, 2021

Marion Bonoldi, Town Clerk  
Town of Medfield  
Medfield MA 02052

**Re: Appointments to the Warrant Committee**

Dear Ms. Bonoldi:

I am very pleased to confirm the following appointments to the Warrant Committee of the Town of Medfield:

- **Jillian Rafter** of 16 Elm Street to an open vacancy for a term expiring in 2023.
- **Stephen D. Callahan** of 33 Pederzini Drive to an open vacancy for a term expiring in 2022.

I am also honored to confirm the following re-appointments to the Warrant Committee of the Town of Medfield:

- **Robert Sliney** of 6 Overfield Drive for a term expiring in 2024.
- **Newton H. Thompson** of 5 Evergreen Way for a term expiring in 2024.
- **Edward Vozzella** of 65 Wood End Lane for a term expiring in 2024.

On behalf of our community, I want to thank Michael Pastore and Joanna Hilvert for their excellent service and deep commitment to Medfield. They served on the Warrant Committee with distinction.

Finally, I want to thank committee chairperson Sharon Tatro, and committee members Jeremy Marsette, Amanda Hall, and Kristine Barton for their continuing great service and commitment to Medfield.

As always, thank you for your consideration.

Very truly yours,

*Scott F. McDermott*

Scott F. McDermott

cc: Town Administrator  
Board of Selectmen  
Warrant Committee