

TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

RECEIVED
TOWN OF MEDFIELD, MASS.

JUN 20 2017 12:33

OFFICE OF THE
TOWN CLERK

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

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room 2 nd floor	Tuesday June 20, 2017 @ 7:00 PM

AGENDA (SUBJECT TO CHANGE)

7:00 PM Call to order

Disclosure of video recording

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

APPOINTMENT

7:00 PM Police Chief Robert Meaney

Discuss Delegation Agreement between Medfield Police and MASS Human Resources Division
Request Selectmen vote to sign Agreement

7:10 PM Jean Mineo to discuss Medfield Arts initiatives; Chris McCue-Potts to discuss June 22 event Arts In the Park

7:20 PM Medfield State Hospital Master Planning Committee and Warrant Committee

Discuss proposed plan for hospital site

CITIZEN COMMENT

ACTION ITEMS

Director Public Works Maurice Goulet requests the Selectmen vote to sign Chapter 90 Project Request for Various Roads Preventative Maintenance

Director Goluet requests the Selectmen vote to sign Pavement Management System Agreement

Facilities Director Jerry McCarty requests the sign vote to sign Solar Maintenance Agreement with Solect Solar Services pertaining to the Public Safety Building and the Wastewater Treatment Plant

Director McCarty requests the Selectmen vote to sign three-year Trash Removal Contract with Lawrence Waste Services; includes all municipal buildings and the schools

Assistant Town Administrator Kristine Trierweiler requests the Selectmen vote to authorize her to sign contract for Website services pending final IT approval

Resignation letters received from:

Council on Aging Board Member Neil DuRoss; member since 2006

Fire Chief Search Committee member Tanya Quigley-Boylan

LICENSES AND PERMITS

High School Football Team requests permission to hold a fundraising car wash behind Town Hall Saturday August 26; rain date Sunday August 27

Permission is requested from Kathy and Abe Schickel to hold the Annual Run Like A Maverick 5K Race on Sunday May 6, 2018. This race is in memory of their daughter Elizabeth who was a Montrose School student and passed away in February 2014

TOWN ADMINISTRATOR UPDATE

SELECTMEN'S REPORTS

INFORMATIONAL

Norfolk County Agricultural High School announces Medfield student enrollment

E. Clarke
6-16-17

DELEGATION AGREEMENT

between the Medfield Police Department and the
Massachusetts Human Resources Division

In accordance with the provisions of MGL Chapter 31, section 5(l), this agreement between the Human Resources Division (HRD) and the Medfield Police Department is for the purpose of delineating the responsibilities of the parties in the delegation of certain duties and powers of HRD to the Medfield Police Department pertaining to the selection process for Police Sergeant, Medfield Police Department.

The Medfield Police Department has agreed to hire an Assessment Center vendor to develop, construct, validate, administer and score a Police Sergeant Assessment Center and to pay all attendant costs associated with same. The Medfield Police Department will hire an Assessment Center vendor who will develop an Assessment Center based upon a job analysis. In addition, the Medfield Police Department will ensure that the Assessment Center vendor produces an Assessment Center that conforms with recognized validation methodologies. Further, the Medfield Police Department will ensure that the Assessment Center vendor will provide evidence of validation if the Assessment Center is challenged. With the exception of additional points as required by statute or rule, including credit for employment or experience in the Police Sergeant title, this delegated selection process for Police Sergeant will be used as the **sole basis** for scoring and ranking candidates on an eligible list. The Medfield Police Department may forego the use of any written test administered by HRD. Nothing in this delegation agreement precludes the use of a validated, written examination exercise developed by the Assessment Center vendor as part of the overall assessment center activities.

HRD will delegate to Medfield Police Department , Chief Robert Meaney, and the Assessment Center vendor including, but not limited to, the following areas:

1. Determination of the knowledges, skills, abilities and personal characteristics (KSAP's) that are supported by job analysis data that will be evaluated during the assessment center exercises.
2. Development of the departmental promotional examination announcement to be used to solicit applications including a description of duties; a description of the KSAPs determined pursuant to Paragraph 1 above; a description of the testing process to be used including any reading lists and preparation guides; testing date(s); deadline for filing applications; salary for the position; and any applicable fees. HRD will, upon request, provide sample language for the announcement, consistent with statutory requirements, regarding eligibility for the selection process, Employment/Experience examination component, and statutory

preferences. The Medfield Police Department must ensure proper posting of the examination announcement in all Police Department stations.

3. Development of the job-related, content valid questions/activities that will be used during the assessment center for which validation evidence has been gathered in accordance with professionally accepted guidelines.
4. The security plan that will be utilized to ensure the integrity of the assessment center.
5. Any training materials or sessions that will be distributed to/conducted for applicants prior to the administration of the assessment center in order to familiarize them with assessment center procedures.
6. The review of any validation materials which support the assessment center activities.
7. The composition and selection of the assessors for the assessment center exercises.
8. The training of the assessors in the use of the rating schedules and administration of the exercises.
9. The review and approval of the rating schedules to be used.
10. The determination of a passing point for the assessment center.
11. The Medfield Police Department's representation as observers only for the assessment center components.
12. Reviews permitted pursuant to Section 22 of Chapter 31 of the MGL shall be the responsibility of the Medfield Police Department's Appointing Authority. The Medfield Police Department shall be responsible for issuing notice to all candidates of the rights afforded to them under this Section of the MGL.
13. Any "fair test appeal" will be forwarded to HRD, along with the Assessment Center Vendor's summary of facts related to the appeal and position. HRD will issue a determination as to a "fair test appeal." The Medfield Police Department shall be responsible for issuing notice to all candidates of the Employment/Experience examination component, including instructions on how to claim credits.
14. Maintenance of the record of the examination for three years from the date of the examination.

15. Upon establishment of an eligible list, stemming from assessment center exercises and any additional points required by statute, such list will be forwarded to HRD. The eligible list will be made available for public inspection by the Medfield Police Department.

It is agreed that:

- I. HRD authorizes George Bibilos, Director, Organizational Development Group/Civil Service, (617) 878- 9727, and/or his designee to act as its representative in all matters relative to this delegation agreement.
- II. Primary responsibility for the administration of all delegated civil service functions, as described herein, for the Medfield Police Department will be assigned to Chief Robert Meaney, who will serve as Delegation Administrator. He, or his designee, will be responsible for all matters relative to this delegation agreement.
- III. The Delegation Administrator shall be responsible for the following:
 - A. all notifications to all eligible candidates, acceptance and processing of examination applications, verification of examination eligibility, and security of the administration and scoring of the selection process that results in the establishment of an eligible list for Police Sergeant;
 - B. maintenance of the eligible list for Police Sergeant for a maximum of two years in accordance with applicable statutory language and HRD policy.
 - C. certification from the eligible list in accordance with civil service laws, rules, regulations and procedures.
 - D. forward all notices of employment of promoted employee(s) from the certification process.
- IV. The Delegation Administrator shall be responsible for ensuring that the examination referenced herein is administered within 18 months of the issuance of this Delegation Agreement. An extension of a maximum of six additional months may be approved by HRD upon review of a written request from the Delegation Administrator detailing extenuating circumstances necessitating such extension. Such request must be submitted at least 30 days prior to expiration of the 18 month timeframe. Upon failure to administer this examination within the timeframe approved by HRD, HRD may cancel this examination and Delegation Agreement,

and the Delegation Administrator will be responsible for refunding any examination processing fee(s) paid by applicants.

- V. The Delegation Administrator will be responsible for ensuring continued public access to all records determined to be public information.
- VI. The Delegation Administrator will be responsible for ensuring that candidates can review their standing on the established eligible list. (Such review must be made in the presence of the Delegation Administrator or designee to ensure that there is no alteration or destruction of material.)
- VII. The Medfield Police Department must choose an Assessment Center vendor who is willing to assume the following responsibilities in relation to this Delegation Agreement. If the Assessment Center vendor neglects to follow the below actions, this Delegation Agreement may be discontinued by HRD. Assessment Center vendor responsibilities are listed below:
 - A. Utilize HRD's examination posting notice template for posting the Assessment Center examination.
 - B. Identify additional credits required by statute GL Chapter 31 § 59 and provide documentation to HRD.
 - C. Issue score notices to candidates using the template provided by HRD.
 - D. Fully cooperate with HRD regarding all instances of Appeals, including, but not limited to, Fair Test Appeals (GL Chapter 31 § 22).
 - E. Will appear and defend the Assessment Center content if a Civil Service Commission hearing occurs.
- VIII. Periodic or random audits of all examination materials, examination records, and/or delegated personnel transactions may be conducted at any time by representatives from HRD. All examination materials, records, ledgers and correspondence relating to the delegated functions shall be made readily available and accessible to HRD upon request. HRD may also at its option attend the administration of the examination as an observer. A report on any audit findings regarding delegated personnel transactions will be made available to the Delegation Administrator and corrective action, if necessary, on any problems or errors identified in that report must be taken by the Medfield Police Department within thirty 30 days from receipt of the audit report. A written report of that corrective action shall be submitted to HRD. HRD retains the rights to review, retain, approve, and/or disapprove any and all

examination related materials and/or records, before or after the administration of the examination, at its discretion.

- IX. It will be the responsibility of HRD to provide and explain to the Delegation Administrator any changes in civil service law and rules which may directly affect any of the delegated functions.
- X. The Human Resources Division will be responsible for notifying the Delegation Administrator on a timely basis of any changes in the law or regulations which may affect the delegated functions.
- XI. HRD reserves the right to take action, up to and including rescinding this agreement if Medfield Police Department or assessment center vendor has violated this delegation agreement.
- XII. HRD will be available to the Delegation Administrator throughout the delegation process and HRD will provide technical assistance to the Delegation Administrator upon request.
- XIII. Changes in approved procedures for the administration of the delegated functions may not be made without the review and approval of both parties. No duties may be assumed by the Delegation Administrator which have not been authorized by this agreement or subsequent attachment.
- XIV. The cost of all services, forms, and materials provided directly by HRD shall be assumed by HRD unless otherwise agreed to by both parties. All other costs involved in the delegation of the functions set forth herein will be the responsibility of the Medfield Police Department.
- XV. The Medfield Police Department may elect to charge a reasonable fee, as set by statute (currently \$250 per application), to offset the administrative costs of the selection process. Any processing fees collected through the delegation of these functions are the property of the Medfield Police Department.
- XVI. Candidate scores from the Assessment Center shall only be available to HRD and the individual candidates.
- XVII. If at any time after the execution of this agreement either the Medfield Police Department or HRD determines that delegation authority should be discontinued, reversion of the authority for all delegated functions to the Medfield Police Department may be effected through 30 days' written notice, by registered mail, by

either the Medfield Police Department or the Personnel Administrator (Chief Human Resources Officer).

XVIII. The specific functions to be delegated are described and detailed in this Agreement. As further functions are delegated, detailed descriptions shall be reviewed by both parties and appended to this Agreement.

DATE OF ISSUANCE:

FOR THE MEDFIELD POLICE DEPARTMENT:

Osler Peterson
Chairman, Board of Selectmen

Date

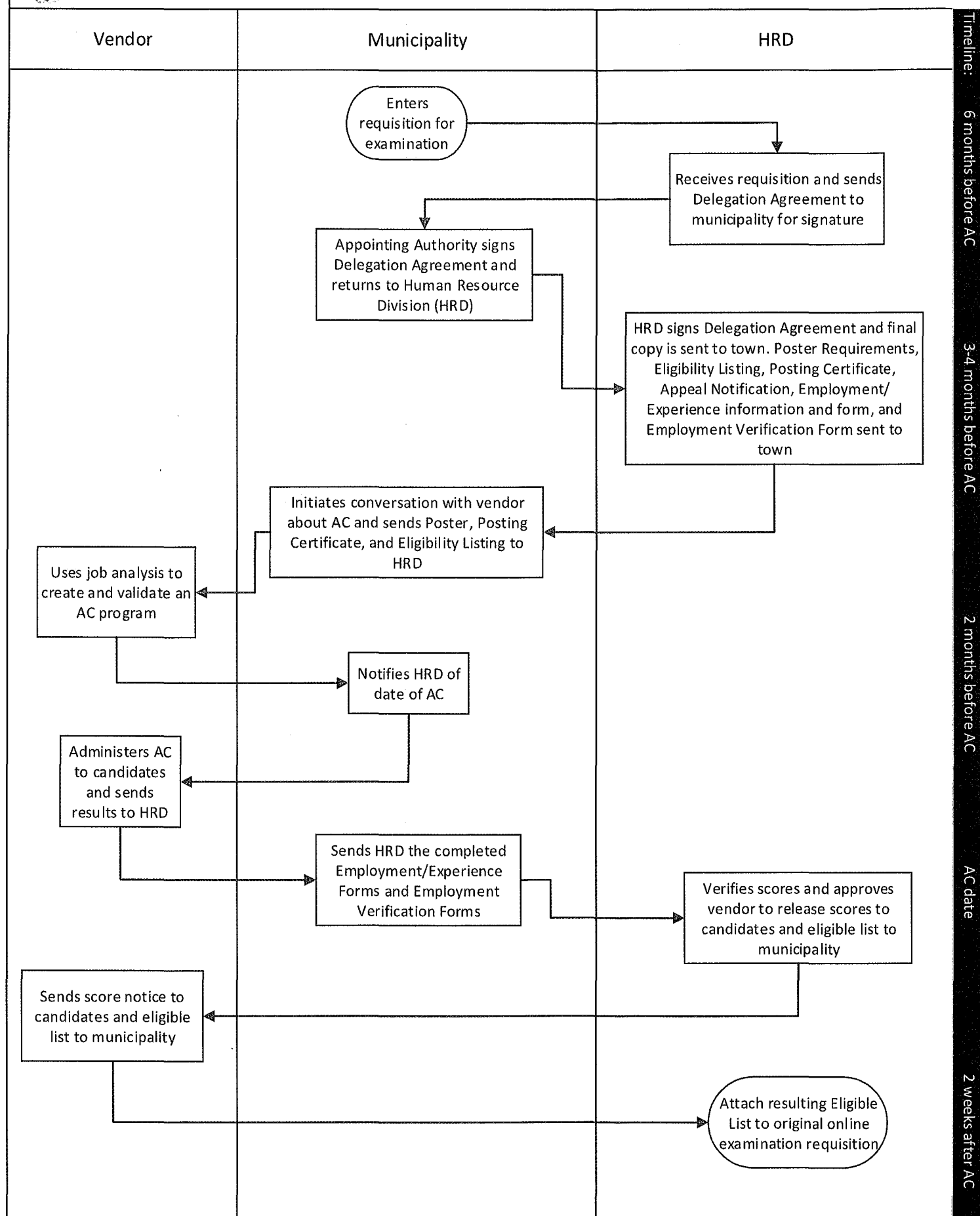
FOR THE HUMAN RESOURCES DIVISION:

Ronald J. Arigo
Chief Human Resources Officer

Date



2015 Sole Assessment Center (AC) Process



The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the Town of Medfield, MA (Fiscal Year 2015)

Direct Economic Activity	Arts and Cultural Organizations	+	Arts and Cultural Audiences	=	Total Industry Expenditures
Total Industry Expenditures	\$2,748,727		\$382,700		\$3,131,427

Economic Impact of Spending by Arts and Cultural Organizations and Their Audiences

Total Economic Impact of Expenditures	Economic Impact of Organizations	+	Economic Impact of Audiences	=	Total Economic Impact
Full-Time Equivalent (FTE) Jobs Supported	118		7		125
Household Income Paid to Residents	\$1,944,000		\$143,000		\$2,087,000
Revenue Generated to <u>Local</u> Government	\$98,000		\$15,000		\$113,000
Revenue Generated to <u>State</u> Government	\$86,000		\$25,000		\$111,000

Event-Related Spending by Arts and Cultural Audiences Totaled \$382,700 (excluding the cost of admission)

Attendance to Arts and Culture Events	Resident ¹ Attendees	+	Nonresident ¹ Attendees	=	All Cultural Audiences
Total Attendance to Arts and Culture Events	28,703		2,294		30,997
Percentage of Total Attendance	92.6%		7.4%		100.0%
Average Event-Related Spending Per Person	\$12.02		\$16.43		\$12.35
Total Event-Related Expenditures	\$345,010		\$37,690		\$382,700

Nonprofit Arts and Cultural Event Attendees Spend an Average of \$12.35 Per Person (excluding the cost of admission)

Category of Event-Related Expenditure	Resident ¹ Attendees	Nonresident ¹ Attendees	All Cultural Audiences
Meals and Refreshments	\$8.07	\$8.73	\$8.12
Souvenirs and Gifts	\$2.06	\$3.41	\$2.16
Ground Transportation	\$0.27	\$0.24	\$0.27
Overnight Lodging (one night only)	\$0.01	\$2.56	\$0.20
Other/Miscellaneous	\$1.61	\$1.49	\$1.60
Average Event-Related Spending Per Person	\$12.02	\$16.43	\$12.35

Source: *Arts & Economic Prosperity 5: The Economic Impact of Nonprofit Arts and Cultural Organizations and Their Audiences in the Town of Medfield*. For more information about this study or about other cultural initiatives in the Town of Medfield, visit the Cultural Alliance of Medfield's web site at www.medfieldculture.org/medfield-cultural-council.

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About This Study

This Arts & Economic Prosperity 5 study was conducted by Americans for the Arts to document the economic impact of the nonprofit arts and culture industry in 341 communities and regions (113 cities, 115 counties, 81 multicounty or multicounty regions, 10 states, and 12 individual arts districts)—representing all 50 U.S. states and the District of Columbia. The diverse communities range in population (1,500 to more than 4 million) and type (small rural to large urban). Project economists from the Georgia Institute of Technology customized an input-output analysis model for each participating region to provide specific and localized data on four measures of economic impact: full-time equivalent jobs, household income, and local and state government revenue. These localized models allow for the uniqueness of each local economy to be reflected in the findings.

Americans for the Arts partnered with 250 local, regional, and statewide organizations that represent the 341 study regions (30 partners included multiple study regions as part of their participation). **To complete this customized analysis for the Town of Medfield, the Cultural Alliance of Medfield joined the study as one of the 250 partners.**

Surveys of Nonprofit Arts and Cultural ORGANIZATIONS

Each of the 250 partner organizations identified the universe of nonprofit arts and cultural organizations that are located in its region(s) using the Urban Institute's National Taxonomy of Exempt Entity (NTEE) coding system, a definitive classification system for nonprofit organizations recognized as tax exempt by the Internal Revenue Code. In addition, the study partners were encouraged to include other types of eligible organizations if they play a substantial role in the cultural life of the community or if their primary purpose is to promote participation in, appreciation for, and understanding of the visual, performing, folk, and literary and media arts. These include government-owned or government-operated cultural facilities and institutions; municipal arts agencies and councils; private community arts organizations; unincorporated arts groups; living collections (such as zoos, aquariums, and botanical gardens); university presenters, programs, and facilities; and arts programs that are embedded under the umbrella of a nonarts organization or facility (such as a hospital or church). In short, if it displays the characteristics of a nonprofit arts and cultural organization, it is included. *For-profit businesses (e.g., Broadway, motion picture theaters) and individual artists were excluded from this study.*

Nationally, data was collected from a total of 14,439 organizations for this study. Response rates among all eligible organizations located in the 341 study regions was 54.0 percent, and ranged from 9.5 percent to 100 percent. Responding organizations had budgets ranging from \$0 to \$785 million (Smithsonian Institution). It is important to note that each study region's results are based solely on the actual survey data collected. There are no estimates made to account for nonresponding organizations. Therefore, the less-than-100 percent response rates suggest an understatement of the economic impact findings in most of the individual study regions.

In the Town of Medfield, 17 of the 17 eligible nonprofit arts and cultural organizations participated in this study—an overall participation rate of 100.0 percent. A list of the participating organizations can be obtained from the Cultural Alliance of Medfield.

Surveys of Nonprofit Arts and Cultural AUDIENCES

Audience-intercept surveying, a common and accepted research method, was completed in all 341 study regions to capture information about spending by audiences at nonprofit arts and culture events. Patrons were selected randomly and asked to complete a short survey while attending an event. A total of 212,691 attendees completed the survey. The respondents provided itemized travel party expenditure data on attendance-related activities such as meals, souvenirs, transportation, and lodging. Data was collected throughout the year to guard against seasonal spikes or drop-offs in attendance, and at a broad range of events (because a night at the opera will typically yield more spending than a Saturday children's theater production). Using total attendance data for 2015 (collected from the participating organizations), standard statistical methods were then used to derive a reliable estimate of total arts event-related expenditures by attendees in each study region.

In the Town of Medfield, a total of 527 valid audience-intercept surveys were collected from attendees to nonprofit arts and cultural performances, events, and exhibitions during 2016.

Studying Economic Impact Using Input-Output Analysis

To derive the most reliable economic impact data, input-output analysis was used to measure the impact of expenditures by nonprofit arts and cultural organizations and their audiences. This highly-regarded type of economic analysis has been the basis for two Nobel Prizes in economics. The models are systems of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. The analysis traces how many times a dollar is respent within the local economy before it leaves the community, and it quantifies the economic impact of each of those rounds of spending. Project economists customized an input-output model for each of the 341 participating study regions based on the local dollar flow among 533 finely detailed industries within its economy. This was accomplished by using detailed data on employment, incomes, and government revenues provided by the U.S. Department of Commerce (County Business Patterns, the Regional Economic Information System, and the Survey of State and Local Finance), state and local tax data (e.g., sales taxes, lodging tax, property taxes, income tax, and miscellaneous local option taxes), and the survey data collected from the responding arts and cultural organizations and their audiences.

¹ For the purpose of this study, residents are attendees who live within Norfolk County; nonresidents live elsewhere.

ARTS IN THE PARK, Medfield, MA -- Overview

When: Thursday, June 22, 2017

10 a.m.-6 p.m. Open invitation/permission for acoustic music,
"plein-air" painting, other artistic expression
throughout the day (followed by MEMO concert that evening)

12:30-1:30 p.m. Brown-bag lunch presentation/announcement:
Key findings of Medfield Arts & Economic
Prosperity Study, by Jean Mineo

"Pro-Arts" banner unveiling and recognition
of MEMO, CAM, business community, others by
reps of MMA, MHS Friends of Theatre Society, Art Dept.

Invited special guests: town officials, arts leaders, MEMO, etc.

Where: Straw Hat Park, Medfield

Rain Location: Zullo Gallery or Medfield Public Library (TBD; for presentation only)

Outreach/Publicity (partial list):

Artists:* Zullo list
School music & art department lists
CAM list
Social media
Arts stores, other local galleries
Patch

** Will ask local dining establishments to offer incentives, e.g., discount coupon for artists who sign up in advance via online form/invitation.*

Media/other: Patch
Hometown Weekly
Medfield Press (web for pre)
MEMO
Medfield TV
Selectmen blogs
Social media
Local businesses

Day-of/survey: FOX25
Boston Globe/Herald
Patch
Hometown Weekly
Medfield Press
Medfield TV
Selectmen blogs
Social Media

QTY 1- BANNER



WALPOLE
Signarama
The way to grow your business.

458 High Plain St. Intersection Rts 1 & 27
Walpole, MA 02081
508-660-1231
signaramawalpole.com
sales@signarama-walpole.com



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- Resolution & Color from files provided by customer are the customers responsibility.
- Hard Proofs can be printed to ensure color satisfaction at a cost to be determined.
- Additional design charges may apply if customer does not proceed with all or part of project

PROOF 1	PROOF 2	PROOF 3	PROOF 4	PROOF 5
FREE	FREE	\$20.00	\$25.00	\$30.00

This proof is for conceptual use - actual sizes / colors / proportions may slightly vary.

CLIENT APPROVAL

- Client signature ensures all spellings & specifications for signage are correct.
- All errors are your responsibility once final approval is received.
- Additional charges apply if you wish to make changes once artwork has been printed, fabricated and/or installed.

Customer: Medfield Art

Date:

Approved By:

THIS ORIGINAL DESIGN AND ALL INFORMATION CONTAINED HERE IN ARE THE PROPERTY OF SIGN A RAMA, AND SUBJECT TO RETURN. ANY UNAUTHORIZED USE IS FORBIDDEN.

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: PAVEMENT MANAGEMENT SYSTEM**

**TOWN OF MEDFIELD, MA
AGREEMENT**

This Contract is made this day of June 2017 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA GROUP, Inc. of 315 Norwood Park South, 2nd Floor, Norwood, MA 02062 (hereinafter referred to as the "Contractor").

WITNESSED:

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

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

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

1. Contract Documents. The Contract Documents consist of this Agreement together with the proposal (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services. The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.
3. Source of Payment; Limitation of Town's Liability. Consultant acknowledges that the fees for its services are being paid by the project applicants, aspects of which the consultant is reviewing, and that Town is not and shall not be individually liable therefor; Town represents that the funds, which it has received from the developer are sufficient to pay for Consultant's initial services, where such funds are based on estimates provided by the Consultant. If additional reviews are required, the Consultant will notify the Town and the Town will obtain additional funds from the Developer. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional review, **It shall be Consultant's responsibility to ensure that there are sufficient funds available to pay for any additional Town-requested services prior to Consultant's undertaking same.** Consultant shall not exceed the amounts specified without prior written authorization

from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

4. Performance of Work. The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
5. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
6. Contract Term: In accordance with the schedule provided by the Department of Public Works, June 1, 2017 to November 30, 2017.
7. Payment for Work. The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
8. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care. The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
10. Contractor's Personnel. The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
11. Liability Insurance Requirements. The Consultant shall at its own expense obtain

and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

12. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

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

16. Termination.

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- 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 Contractor by the Town or developed by the Contractor in accordance with this Agreement.

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

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

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

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

Town of Medfield, by its
Board of Selectmen:

Consultant:
BETA GROUP, INC, by:

_____

Anthony J. Garro, Vice President

Approved as to form:

Mark G. Cerel, Medfield Town Counsel



September 16, 2016

Maurice Goulet, DPW Director
Town of Medfield
55 N. Meadow Road
Medfield, MA 02052

Re: Pavement Management

Dear Mr. Goulet:

BETA Group, Inc. (BETA) is pleased to submit this proposal to provide GIS/Asset Management services to the Town of Medfield. It is our understanding that the Town is seeking to implement a Pavement Management Program to reflect current conditions and provide a tool for developing a prioritized Capital Improvement Plan (CIP) moving forward. Our asset management system (AMS) is based on a non-proprietary platform and is designed to be affordable, easily maintained and user friendly. The program also allows the user to interface with the data via GIS Software (ESRI).

To complete the project, we have developed the following scope of services:

SCOPE OF WORK

Task 1 – Kick-Off Meeting & Database Design

1.1 Kick-Off Meeting

The first step in the process is to conduct a project kick-off meeting with the Town to discuss all facets of the project, agree to the format of final deliverables, and establish a schedule for the project, which shall include:

- Review of available information
- System set-up and design
- Field data collection protocols
- Schedule and deliverables
- System deployment

This forum will also provide the opportunity for decision makers and staff ultimately responsible for maintaining the database to provide input to BETA. It is also envisioned that the kick-off meeting will include a discussion of required database components, system architecture, end-user reports, GIS mapping capabilities and system maintenance requirements.

1.2 Database Design

A review of the MassDOT Chapter 90 Apportionment Website currently indicates that the Town has approximately **72 accepted road miles**. BETA will use the MassDOT Chapter 90 Road Inventory File and Town roadway data to establish the database and mapping. As part of this task, BETA will work with the Town to evaluate the inventory of Town-owned roads, paper streets, private streets, etc. BETA will compare the updated list of roads with the database currently maintained by MassDOT to ensure all roads are accounted for. The roadway configuration and street acceptance review will also include the following:

- The roadway database will be segment-based (intersection to intersection) to facilitate reporting and analysis. The master database will reflect to/from streets along with each segment's associated length.
- BETA will compile a draft acceptance report for Town review.
- BETA will amend the draft report based on feedback and input from the Town, and will provide the Town with a final Roadway Acceptance report.

Task 2 - Field Inspection Program

2.1 Pavement Inspections

As previously mentioned, it is assumed that BETA will inspect up to **72 centerline miles of Town Accepted roadways** as part of this project. The required field inspections will be performed by an experienced BETA Field Team. Each individual roadway segment (typically intersection to intersection) will follow industry standards for pavement inspection methods:

Attribute and inspection related data will include the following:

Data that seldom changes:

- Street Name
- Street Segment Description (From/To)
- Pavement Material (Bituminous Concrete, Gravel, Chip Seal, Other)
- Length/Area of Segment (Feet, Miles, Square Yards)
- Width of Segment (Measured on foot using wheel)

Pavement Distress Data (Extent & Severity):

- Alligator Cracking
- Linear Cracking (Longitudinal/Transverse)
- Edge Cracking
- Patching
- Potholes
- Roughness
- Rutting

Additional Roadway Features:

- Curbing (Location, Material, Average Reveal)
- Sidewalks (Location, Material)
- Presence of Line Striping (Double Yellow, Edgeline)

The pavement distress data will be identified by severity (High, Moderate, Low) and extent (0%-100%) for each paved roadway segment to allow for a Road Surface Rating (RSR) to be calculated. RSR values will



range from 0-100 (worst to best). As part of this process, BETA will also identify curb type, average reveal and roadway segments that have sidewalks. Sidewalk material type and location will be coded to each respective roadway segment. Finally, a representative photo log will be created, capturing varying degrees of pavement conditions across representative locations throughout the Town.

Task 3 – Data Analysis & Capital Improvement Planning

3.1 Data Analysis & Reporting

The pavement management process is conducted with the intent to keep the roadway system in the best possible condition with the most efficient use of available funds. There are distinct advantages to managing the network's pavement condition and significant cost savings that can take place with preventative maintenance or rehabilitation measures rather than waiting until a road is in need of reconstruction.

Through the RSR, each roadway will be placed into a "repair category" which is designed to, in general, show the type of repair which should be performed on the roadway. An estimated unit cost will be associated with each repair category allowing for a network backlog of work to be calculated. This initial backlog figure will act as the Town's benchmark for progress moving forward and will be classified into the following categories:

- No Maintenance Required
- Routine Maintenance (Crack Seal, Fog Seal)
- Preventative Maintenance (Microsurfacing, Chip Seal, Thin Asphalt Overlay)
- Rehabilitation (Mill and Overlay, Hot-In-Place Recycling, Cold-In-Place Recycling)
- Reconstruction (Full-Depth Reclamation, Reconstruction)

BETA will also act as a resource to the Town with respect to the selection of specific repair methods, design standards and associated unit costs for consideration in the capital planning process. This will facilitate the establishment of a series of specific repair strategies, as mentioned above, to streamline the repair assignment and budgeting process. The Town will have the ability to refine these repair strategies annually by updating the roadway database as improvements are made. This will prove helpful to track the success rate of each repair type and associated unit costs at the segment level.

This task will include the following Deliverables:

- Existing Conditions Report
- Corresponding GIS Roadway Maps

3.2 Prioritization & Capital Improvement Planning

Analysis reports such as Cost Benefit Value (CBV) will be generated and will serve as a tool for prioritizing potential projects for inclusion in the Roadway Improvement Plan. Additional work to be completed as part of this task includes:

- Evaluation of the Town's current roadway budget as it relates to the computed network backlog and associated costs. This includes generating a 5-year Forecast Model that will analyze how the network-level RSR will fluctuate over time as different funding scenarios are applied.
- BETA will conduct a capital planning workshop to discuss prioritization of roadway repairs in preparation for the development of a 5-year plan.
- Work with the Town to develop a 5-year plan that will schedule roadway improvement projects based budgetary allowances (i.e. Local funds, State Grants, Bond Referendum, etc.)



- Upon completion of these analyses, BETA will submit a Final Pavement Management Report in bound paper format and a series of stand-alone GIS maps that depict the Plan in graphic form for review and comment. A power point presentation will also be included upon completion.

System Deployment & Support Program

As part of this proposal, BETA will deploy PeopleGIS's "Complete Streets" Asset Management module for the Town to access and update the database. BETA has worked with PeopleGIS to create a user-friendly comprehensive tool for DPW staff to maintain their roadway data. The "Complete Streets" module allows for roadway data such as pavement, signs, ramps and sidewalks to be accessed and maintained from anywhere at any time.

Through our experience, we have found that training on this or any new Asset Management System or software implementation is vital to the eventual success of the project. We recommend that each user level should participate in training upon the deployment of our Asset Management Program. In our experience, we have found that the communities that implemented the strongest training programs also experienced the greatest rates of return on their investments in our services.

Given this understanding, we propose one onsite training session lasting up to 4 hours. Experienced BETA staff will provide training on the Pavement Management Program with focus being maintenance, analysis and reporting protocols.

Following the deployment of "Complete Streets" BETA will provide system support for a period of 6 months under the base cost presented. This support may include periodic site visits as well as phone or email correspondence.

FEE PROPOSAL

The preceding Scope of Work will be completed for a **lump sum amount of \$29,500**, and is broken down as follows:

Task 1 – Kick-Off Meeting & Database Design	\$4,500
Task 2 – Field Inspection Program	\$14,000
Task 3 – Data Analysis & Capital Improvement Planning	\$6,000
Sub-Total	\$24,500
Technology Allowance**	\$1,000
PeopleGIS "Complete Streets" Module*	\$4,000
Total	\$29,500

* Please note, this project includes the first year user fees for the "Complete Streets" module provided by PeopleGIS. Following the first year of service, a yearly user fee of \$2,000 will be assessed to the Town for continued use of the "Complete Streets" module. If for any reason the Town would like to discontinue use of this platform, the data collected as part of this project can be exported and integrated with the Town's existing GIS platform.

** Technology Allowance will be utilized to purchase two (2) tablets for the Town to maintain the Asset Management Program following the completion of the project.

Thank you for the opportunity to assist the Town of Medfield with its Asset Management Program. If you have any questions or require additional information on this proposal, please feel free to contact me at (508) 769-2807 or Conrad Leger at (617) 833-5050.

Sincerely,

BETA GROUP, INC.



Anthony J. Garro
Vice President
GIS & Asset Management Services





CHAPTER 90 - PROJECT REQUEST

*2 Original Signed Project Request Forms are to be submitted.

CONTRACT # _____

Classification: Medfield

Primary Road: Various roads throughout

Local Road: _____

City/Town: Medfield

Location(s): _____

Length: _____ feet Width: _____ feet

PROJECT TYPE

Construction: ☐ Resurfacing: ☒ Engineering: ☐ Equipment: ☐

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: _____

Base Course: _____

Foundation: _____

Shoulders/Sidewalks: _____

SCOPE OF WORK:

Preventative Maintenance - chip seal (single and double) on various roads throughout Medfield

WORK TO BE DONE:

Force Account: ☒ Advertised Contract: ☐ Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ \$250,000.00

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We certify the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Prepared & Reviewed by:

Signed: _____

State Aid Engineer

Date

Road Classification Verified: _____

Approved for \$ _____ @ 100%

District Highway Director

Date

Signed: _____

Maurice Goulet
Director of Public Works 6/12/17
Highway Official's Title Date

Date

Duly Authorized Municipal Officials

CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Medfield MassDOT Highway District # 3

Proposed Work:

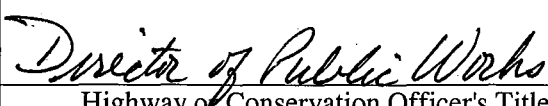
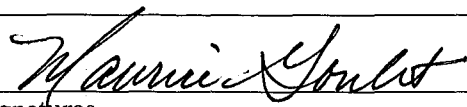
Construction _____ Resurfacing X Improvement _____ Engineering _____ Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No x
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No x
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No x
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No x
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No x
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No x
 - Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No x
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
 If a county Hearing is required, it must be held prior to starting work. Yes X No _____
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? Yes _____ No x
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? Yes _____ No x
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No x
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

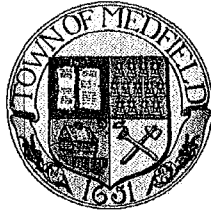
Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	 Highway or Conservation Officer's Title
	 Signatures
	Date <u>6/12/17</u>

This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.

Medfield, MA
2017 Chipseal Estimates

Street	Length	Width	Culdesac	SY	U.P.	Total
Doulbe Chip Seal						
Indian Hill	6585	34		24,877	\$ 4.00	\$ 99,506.67
Granite Street Sect Forest to Walpole TL	5568	31		19,179	\$ 4.00	\$ 76,714.67
Rocky Lane	2961	28		9,212	\$ 4.00	\$ 36,848.00
Single Chip Seal						
Noonhill Road	711	16		1,264	\$ 2.10	\$ 2,654.40
Camelot Lane	366	28	100	2,011	\$ 2.10	\$ 4,222.87
Lakewood Road	1050	34		3,967	\$ 2.10	\$ 8,330.00
Lakewood Terrace	350	35	100	2,233	\$ 2.10	\$ 4,690.00
Forest Street	1933	16		3,436	\$ 2.10	\$ 7,216.53
Henderson Way	462	14		719	\$ 2.10	\$ 1,509.20
Summer Street	1400	20		3,111	\$ 2.10	\$ 6,533.33
						\$ 248,225.67

Your three year bid price is \$ 2.22 for single and \$ 4.20 for double.
The unit prices reflect the de-escalation in asphalt.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT (Amendment)

CONTRACT # 00000541 Public Safety & 00000612 WWTP

STATE CONTRACT # (if applicable) _____

Solar Maintenance Agreement

This Contract is made this 1st day of June 2017 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Solect Energy Development, LLC. d/b/a Solect 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 formal Service Agreement for Solar production monitoring and reporting, Net Metering Credit management, SREC Management, and Equipment maintenance of Town owned Solar Panel PV array and associated equipment at 2 locations. The Locations are Public Safety Building 114 North Street (70kw) and 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 Contractor consist of this Agreement together with the Solect Solar Service 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 1/1/2017 through 6/30/2018

WWTP (#612) 99 Bridge Street 6/1/2017 through 6/30/2018

subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with the supply and services of specified products.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

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

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

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

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

(Contractor)

By: _____

Title: Chief Operating Officer

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, Town Administrator

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

Joy Ricciuto, Town Accountant

Accepted:

Gerard McCarty, Director

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:

James Dumas

Print Name

Chief Operating Officer

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE


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

James Dumas, authorized signatory for
name of signatory

SOLECT ENERGY DEVELOPMENT, LLC, d/b/a SOLECT SOLAR SERVICES, whose
name of contractor

principal place of business is at 89 Hayden Rowe Street, Hopkinton MA 01748 does hereby certify under the pains and penalties of perjury that SOLECT ENERGY DEVELOPMENT, LLC, d/b/a SOLECT SOLAR SERVICES 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

5-23-17

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of SOLECT ENERGY DEVELOPMENT, LLC, d/b/a SOLECT SOLAR SERVICES, 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.

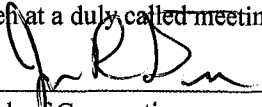
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as 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, James Dumas 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 June 1st, 2017.


Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures

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

With Corporate Seal affixed (see attached form)

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

2. Insurance Certificate

(showing Town as additional insured)

- Matches amount of insurance required under contract

3. Certificate of Good Faith

4. Certificate of Tax Compliance

5. Signed by Contractor

- Matches certification by Corp officer of authority.

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

7. 30B Quote Form (if contract is valued at \$10,000 or greater)

Contract Reviewed by: _____
Department Head Signature

Name, Title



Solar Services Agreement

Customer Name: Town of Medfield
Contract #: 00000612 (13 months total)
00000541 (6 extension)

(ATTACHMENT A)

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. Net Metering Credit Management
3. SREC Management
4. Scheduled Preventative Maintenance
5. Corrective Maintenance

Term of these Maintenance Agreements: 6/1/2017 – 6/30/2018 (Wastewater Treatment Plant #612)
1/1/2017 – 6/30/2018 (Public Safety Building #541)

Cost of these Maintenance Agreements: \$3921.00 for 13 months (Contract #612)
\$937.00 for additional 6 months (Contract #541)
\$4858.00: Total Due

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

Solar Systems Details: 237 kW (Wastewater Treatment Plant)
99 Bridge Street
Medfield, MA 02052

61.38 (Public Safety Building)
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 3-4	Services Covered
Page 5-6	Terms and Conditions

Initial: _____ (Customer)
Page 1 of 7

Solect Solar Services Agreement

Approvals:

Solect Energy Development, LLC

Town of Medfield

By: _____
Name: Steve Bianchi
Title: Sr. VP of Customer Services
Date: _____

By: _____
Name: Mike Sullivan
Title: Town Administrator
Date: _____

Initial: _____ (Customer)
Page 2 of 7

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. Real-time system alerts will be emailed to a designated contact to inform them of any issues that materially impact the performance of the system.
 - b. Faults, alarms, and trend data will be analyzed by Solect and a work order will be issued when appropriate.
 - c. System performance information will be made available to the customer throughout the term of this agreement.
 - 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 the annual Preventative Maintenance inspection, Solect will provide a report within 30 days.
2. **SREC Management.** - Solect will provide the following SREC services:
 - a. Solect SREC Administration Services
 - i. Ensure accurate government agency reporting of production data from solar system.
 - ii. Audit SREC reporting information on New England Power Pool Generation Information System to ensure accurate SREC minting and payment to customer.
 - b. Solect SREC Brokerage Services
 - i. Communicate SREC Market information.
 - ii. Trade SRECs on behalf of customer using customers selling instructions.
 - iii. Constantly evaluate SREC market to obtain optimal selling price of SRECs for customer.
 - iv. Transfer quarterly payment to customer.
3. **Net Metering Support.** – Solect works closely with you to track production to insure Net Metering credits are fully applied.
 - a. Schedule Z preparation and support. Changes are allowed up to twice a year.
 - b. Provide liaison between utility and Customer.
4. **Scheduled Preventative Maintenance.** Solect will provide an annual inspection and maintenance of the solar system.
List of Annual Inspection Activities: (all mechanical, electrical, and PV components).
 - 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, 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. Check 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 visual inspection for corrosion, visual inspection of hardware for movement or component loosening
 - ii. General inspection of site for evidence of wildlife or human disturbances
 - h. Confirm placards and warnings remain clear and legible

Initial: _____ (Customer)

Solect Solar Services Agreement

to agree, the claim or dispute shall be adjudicated by such other organization. If they are unable to agree, upon written notice from either party, the claim or dispute shall be adjudicated by the American Arbitration Association. In all cases, the claim or dispute shall be adjudicated in accordance with the rules of the organization adjudicating the claim or dispute, except in the cases of a conflict between said rules and this Agreement, in which case this Agreement shall control.

- 12) **FORCE MAJEURE:** If Solect is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a force majeure event, 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 commercial 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.
- 13) **LIMITATIONS ON ASSIGNMENT.** This agreement may not be assigned by either party without the written consents of the other, which consent shall not be unreasonably withheld, conditioned, or denied.
- 14) **COUNTERPARTS.** This 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 sufficient for the effectiveness of this Agreement.
- 15) **TERMINATION: Termination by Either Party**
This Agreement may be terminated at any time by notice in writing to the other 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 Agreement upon not less than thirty (30) calendar days (ten (10) calendar days with respect to payment of invoices) prior written notice, setting forth the alleged breach, unless the breach is cured prior to the expiration of such notice period.
 - (b) If either party shall file a petition in bankruptcy, or shall be adjudicated bankrupt, or shall take advantage of the insolvency law of any state or country, or shall make an assignment for the benefit of creditors, or shall have a receiver, trustee or other court officer appointed for its property, then the other party may terminate this Agreement upon written notice to the other.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # TR-FY18-01

STATE CONTRACT # (if applicable) _____

TRASH REMOVAL QUOTE

This Contract is made this ____ day of June 2017 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and __Lawrence Waste Services Corporation____ having a usual place of business at __49 Alder Street, Medway, Ma 02053____ hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of for *Trash Removal Quote Town Wide* 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 *QUOTE SHEET*. (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 Trash and Single Stream Recycle Receptacles to all locations and trash removal services as listed in the *Bid Sheet and Scope of Work*.
5. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
6. Contract Term: The Contract Term is as follows: 7/1/2017 through 6/30/2020 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to

established suppliers. Contractor warrants and represents that it is familiar with the supply and services of specified products.

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

seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

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

- 16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
- 17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court

Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Contractor)

Board of Selectmen

By: Keith Lawrence

Title: Vice President

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, Town Administrator

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

Joy Ricciuto, Town Accountant

Accepted:

Gerard McCarty
Director of Facilities

CONTRACT CHECKLIST

Initials

1. Certification of Signatures

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

With Corporate Seal affixed (see attached form)

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

pn

2. Insurance Certificate
(showing Town as additional insured)

- Matches amount of insurance required under contract

pn

3. Certificate of Good Faith

pn

4. Certificate of Tax Compliance

pn

5. Signed by Contractor

- Matches certification by Corp officer of authority.

ny

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

pn

7. 30B Quote Form (if contract is valued at \$10,000 or greater)

ny

Contract Reviewed by:

[Signature]
Department Head Signature

geared m'gray Director of Facilities
Name, Title

Town of MEDFIELD
Proposal for Trash Removal

GENERAL BID FORM

Lawrence Waste Services
Respondent's Company Name

1. Proposal

A)	YEAR 1 Contract July1, 2017- JUNE 30, 2018	Total cost per year per location
a)	High School 88R South Street (1-10yd 2x week, 1-6yd. 3x a week, (1-8yd Single stream recycle once a week)	\$ <u>8,944.⁰⁰</u>
b)	Blake Middle School 24 Pound Street (1-10 yd, 1-6yd both 2x a week, 1-8yd Single stream recycle once a week,)	\$ <u>7,696.⁰⁰</u>
c)	Wheelock School 17 Elm Street (1-8yd 2x week, 1-8yd Single stream recycle once a week)	\$ <u>4,368.⁰⁰</u>
d)	Dale Street School 45 Adams Street (1-8yd 2x week, 1-8yd Single stream recycle once a week)	\$ <u>4,368.⁰⁰</u>
e)	Memorial School 59 Adams Street (1-8yd 2x week, 1-8yd Single stream recycle once a week)	\$ <u>4,368.⁰⁰</u>
f)	Town Hall 459 Main Street (1-2yd once a week, 1-2yd recycle One Pick-up every other week)	\$ <u>1,500.⁰⁰</u>
g)	Public Safety Building 114 North Street (1-2yd once a week, 1-2yd recycle once a week)	\$ <u>1,800.⁰⁰</u>
h)	Council on Aging One Ice House Road (2-2yard trash once a week, 1- 2yard recycle pick-up every other week)	\$ <u>2,580.⁰⁰</u>
i)	Library 468 Main Street (1-2yd once a week, 1-2yd recycle One Pick-up every other week)	\$ <u>1,500.⁰⁰</u>
j)	Recreation Pfaff Center 124 North Street (1- 8yard trash once a week)	\$ <u>2,078.⁰⁰</u>
TOTAL YEAR 1 CONTRACT		\$ <u>39,322.⁰⁰</u>

Alternate Price for individual pick-up 6 yard trash per week

\$ 30.⁰⁰ per pickup
130.00 total for
weekly pick-up.

Lawrence Waste Services

Respondent's Company Name

B) OPTION 2 YEAR 2

JULY 2018 – JUNE 30, 2019

Total cost per year per location

a)	High School 88R South Street (1-10yd, 1-6yd. both 3x a week, 1-8yd Single stream recycle once a week)	\$ <u>8,944.⁰⁰</u>
b)	Blake Middle School 24 Pound Street (1-10 yd, 1-6yd both 2x a week, 1-8yd Single stream recycle once a week,	\$ <u>7,696.⁰⁰</u>
c)	Wheelock School 17 Elm Street (1-8yd 2x week, 1-8yd Single stream recycle once a week)	\$ <u>4,368.⁰⁰</u>
d)	Dale Street School 45 Adams Street (1-8yd 2x week, 1-8yd Single stream recycle once a week	\$ <u>4,368.⁰⁰</u>
e)	Memorial School 59 Adams Street (1-8yd 2x week, 1-8yd Single stream recycle once a week	\$ <u>4,368.⁰⁰</u>
f)	Town Hall 459 Main Street (1-2yd once a week, 1-2yd recycle every other week	\$ <u>1,560.⁰⁰</u>
g)	Public Safety Building 112 North Street (1-2yd once a week, 1-2yd recycle once a week)	\$ <u>1,800.⁰⁰</u>
h)	Council on Aging One Ice House Road (2-2yard trash once a week, one 2yard recycle pick-up every other week)	\$ <u>2,580.⁰⁰</u>
i)	Library 468 Main Street (1-2yd once a week, 1-2yd recycle every other week)	\$ <u>1,560.⁰⁰</u>
j)	Recreation Pfaff Center 124 North Street (1- 8yard trash once a week)	\$ <u>2,078.⁰⁰</u>

TOTAL YEAR 2 CONTRACT

\$ 39,322.⁰⁰

Alternate Price for individual pick-up 6 yard trash per week

\$ 30.⁰⁰ per pick-up
\$130.⁰⁰ total for
weekly pick-up.

Lawrence Waste Services

Respondent's Company Name

C) OPTION 3 YEAR 3

JULY 1, 2019 – JUNE 30, 2020

Total cost per year per location

a)	High School 88R South Street (1-10yd, 1-6yd. both 3x a week, 1-8yd Single stream recycle once a week))	\$ <u>8,944.⁰⁰</u>
b)	Blake Middle School 24 Pound Street (1-10 yd, 1-6yd both 3x a week, 1-8yd Single stream recycle once a week)	\$ <u>7,100.⁰⁰</u>
c)	Wheelock School 17 Elm Street (1-8yd 2x week, 1-8yd Single stream recycle once a week)	\$ <u>4,368.⁰⁰</u>
d)	Dale Street School 45 Adams Street (1-8yd 2x week, 1-8yd Single stream recycle once a week	\$ <u>4,368.⁰⁰</u>
e)	Memorial School 59 Adams Street (1-8yd 2x week, 1-8yd Single stream recycle once a week	\$ <u>4,368.⁰⁰</u>
f)	Town Hall 459 Main Street (1-2yd trash once a week, 1-2yd recycle pick up every other week)	\$ <u>1,500.⁰⁰</u>
g)	Public Safety Building 112 North Street (1-2yd once a week, 1-2yd recycle once a week)	\$ <u>1,800.⁰⁰</u>
h)	Council on Aging One Ice House Road (2-2yard trash 1x per week, 1-2yard recycle every other week)	\$ <u>2,580.⁰⁰</u>
i)	Library 468 Main Street (1-2yd 1x per week 1-2yd recycle once every other week)	\$ <u>1,500.⁰⁰</u>
j)	Recreation Pfaff Center 124 North Street (1- 8yard trash)	\$ <u>2,078.⁰⁰</u>

TOTAL YEAR 3 CONTRACT

\$ 39,322.⁰⁰

Alternate Price for individual pick-up 6 yard trash per week

\$ 30.⁰⁰ per pick-up
\$ 130.⁰⁰ total for
weekly pick-up.

Lawrence Waste Services
Respondent's Company Name

TOTAL (A) YEAR 1 CONTRACT \$ 39,322.00 1st year
TOTAL (A + B) Option YEAR 2 CONTRACT \$ 39,322.00 + \$39,322 2nd yr. - Total \$78,644.00
TOTAL (A+B+C) Option YEAR 3 CONTRACT \$ 39,322.00 + \$39,322 2nd yr. + \$39,322 3rd yr. Total \$117,966.00

D) ALTERNATE COST REDUCTION

The Town has implemented a comprehensive trash reduction policy. It is the Town's belief that the High School, Middle School, Wheelock, Memorial, Dale and Recreation Building could be the most affected. The Town reserves the right to reduce the amount of trash pick-ups at each facility. The Town will submitting a written 10 day notice to the vendor to reduce the frequency of trash pick ups at a facility at the above noted "Price per individual pick-up cost".

Signature

James M. Finner

Date

6/6/2017

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:

James M. Lawrence
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

James Lawrence, authorized signatory for
name of signatory

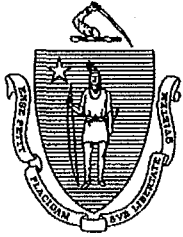
Lawrence Services, whose
name of contractor

principal place of business is at 49 Alder Street,

MA does hereby certify under the pains and penalties of perjury that
Lawrence Services 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.

James M. Lawrence
Signature Date



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: June 06, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,

LAWRENCE WASTE SERVICES CORPORATION

is a domestic corporation organized on **March 22, 2006** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 17060135470

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

W/A.
S corp. not LLC.
6-6-2017

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

BOARD OF SELECTMEN
TOWN OF MEDFIELD

MAY 15, 2017

I HAVE BEEN ON THE COUNCIL
ON AGING BOARD SINCE 2006. AT
THIS TIME I AM RESIGNING MY
POSITION ON THIS BOARD.

I HAVE ENJOYED WORKING WITH
ROBERTA LYNCH, OUR WONDERFUL DIRECTOR.
THE SAME CAN BE SAID ABOUT
THE REST OF THE C.O.A. STAFF
AND MY FELLOW BOARD MEMBERS.
HOWEVER, I THINK IT IS TIME
FOR SOMEONE NEW ON THE BOARD.

THANK YOU.

SINCERELY,

Neil DuRoss

NEIL DuRoss
70 COLONIAL RD.
MEDFIELD, MA.

RECEIVED

MAY 24 2017

MEDFIELD SELECTMEN



Kristine Trierweiler <ktrierweiler@medfield.net>

Removal from Fire Chief Committee

paddymedic@comcast.net <paddymedic@comcast.net>

Wed, Jun 7, 2017 at 1:28 PM

To: Kristine Trierweiler <ktrierweiler@medfield.net>

Board of selectmen, Kristine

Please excuse me from the Fire Chief Selection committee. I was very honored to have been considered but for personnel reasons I have to excuse myself. I'm hoping there will be another Committee in the future that I can be part of and I will continue to try and give back to our community wherever I can. Again I'm sorry for the position this puts you in but I'm sure you will find another candidate that will eagerly jump in.

Tanya Quigley-Boylan

20 Pine st

Medfield

774 688 0041



Evelyn Clarke <eclarke@medfield.net>

Run Like a Maverick 5K Date Request

1 message

Kathy Schickel <kathyschickel@yahoo.com>

Fri, Jun 9, 2017 at 8:38 PM

Reply-To: Kathy Schickel <kathyschickel@yahoo.com>

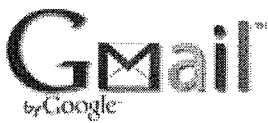
To: Evelyn Clarke <eclarke@medfield.net>

Hi Evelyn,

It's that time of year again. Would you pass this request along to the Selectmen and Chief. Thank you so much
Kathy Schickel

Dear Selectmen and Chief Meany,

Thank you for allowing us to hold our 4th Annual Run Like a Maverick 5K in Medfield this past May. The morning was a success with over 300 runners and another 75 volunteering or stopping by for our Pancake Breakfast following the race. The Medfield Community was so gracious and we are grateful for the assistance of the Police Department. We would like to request to hold the 5th Annual Run Like a Maverick 5K next year on Sunday, May 6, 2018. The 5K is in memory of our daughter, Elizabeth, a student at Montrose School, who passed away of brain cancer in February 2014. Thank you for your consideration,
Kathy and Abe Schickel
617-799-1606



Evelyn Clarke <eclarke@medfield.net>

Medfield High Football Team Car Wash Request

1 message

Alison Lowell <alison.lowell@comcast.net>

Tue, Jun 6, 2017 at 9:41 PM

Reply-To: Alison Lowell <alison.lowell@comcast.net>

To: eclarke@medfield.net

Hi Evelyn,

On behalf of the Medfield High School football team, I am writing to request permission to hold a car wash behind the Medfield Town Hall on Saturday, August 26th from 9:00 am to 1:00 pm. In the event of rain, we would like to use Sunday, August 27th as a rain date.

I understand that we will be responsible for all supplies needed to run the car wash besides the water. I will plan to pick up the faucet key the week of the car wash.

Please confirm with me once the date has been approved by the Selectmen.

If you need to reach me by phone, my cell # is 508-308-0211.

Thanks so much for your help!

Alison Lowell



NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL

The County of Presidents

400 MAIN STREET, WALPOLE, MA 02081

Telephone: (508) 668-0268

Fax: (508) 668-0612

Email: ncahs@norfolkaggie.org

Web Site: www.norfolkaggie.org

TRUSTEES

EDWIN S. LITTLE, Sharon, Chairman Ext. 10599
MICHAEL McFARLAND, Quincy, Vice Chairman
PETER H. COLLINS, Milton
FRANCIS W. O'BRIEN, Dedham
JOSEPH P. SHEA, Quincy
MATTHEW J. SHEEHAN, Dedham
ELIZABETH SMITH, Franklin

TAMMY T. QUINN, Ed. D, Superintendent-Director, Ext. 11207
RICHARD D. FITZPATRICK, Business Manager, Ext. 11211
MICHAEL T. COURNOYER, Principal, Ext. 12102
JANE M. WIGGIN, Director of Student Services, Ext. 12207
LINDA M. RADZVILLA, Vocational Assistant Principal, Ext. 19128
SEAN G. CROWLEY, Academic Assistant Principal, Ext. 15119
DAWN K. CARON, Dean of Students, Ext. 13124

June 9, 2017

Town Administrator
459 Main Street
Medfield, MA 2052

RECEIVED

JUN 15 2017

MEDFIELD SELECTMEN

Dear Town Administrator:

Enclosed you will find a list of students who will be enrolled at the Norfolk County Agricultural High School from the town/city of Medfield, as of the fall of 2017.

Please be aware that as the summer unfolds, enrollment may change. Additional students may be offered admission and will move from the waitlist to active enrollment. Conversely, some students withdraw from enrollment. In either instance, we will contact your office with an updated account of students from your town.

If you require additional details, please don't hesitate to contact my office directly.

Sincerely,

Tammy T. Quinn, Ed.D.
Superintendent-Director

TTQ/lis

The Norfolk County Agricultural High School is an equal opportunity employer who does not discriminate on the basis of race, color, sex, gender identity, sexual orientation, religion, national origin, disability status, genetic information and testing or the Family and Medical Leave Act in its education activities or employment practices as required by Title IX of the 1972 Federal Education Amendments, by Section 504 of the 1973 Rehabilitation Act and by Chapter 622 of the General Laws of the Commonwealth of Massachusetts.

A service to Norfolk County-Regional Government representing twenty-eight communities of: Avon, Bellingham, Braintree, Brookline, Canton, Cohasset, Dedham, Dover, Foxborough, Franklin, Holbrook, Medfield, Medway, Millis, Milton, Needham, Norfolk, Norwood, Plainville, Quincy, Randolph, Sharon, Stoughton, Walpole, Wellesley, Westwood, Weymouth, Wrentham

Enrollment for 2017-2018

Kyle	Franks	09	5 Marsh Drive	Medfield	MA	02052
Christian	Segal-Brown	09	702 Wilkins Glen Road	Medfield	MA	02052
Madison	Ruzzo	10	194 Main Street	Medfield	MA	02052
Benjamin	Colangelo	11	147 Harding Street	Medfield	MA	02052