



Board of Selectmen
Meeting Packet
December 6, 2022

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

June 5, 2023

BOARD OF SELECTMEN

**TOWN OF MEDFIELD,
MASSACHUSETTS**

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

TABLE OF CONTENTS

ARTICLE	PAGE
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	7
3. PROVISION OF CABLE SERVICE	10
4. SYSTEM FACILITIES	11
5. PEG SERVICES AND SUPPORT.....	12
6. FRANCHISE AND LICENSE FEES.....	16
7. CUSTOMER SERVICE	18
8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS	18
9. INSURANCE AND INDEMNIFICATION	21
10. PERFORMANCE BOND.....	22
11. TRANSFER OF LICENSE	22
12. RENEWAL OF LICENSE	24
13. ENFORCEMENT AND TERMINATION OF LICENSE	24
14. MISCELLANEOUS PROVISIONS.....	26
 SIGNATURE PAGE	 31

EXHIBITS

EXHIBIT A -- PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE UPON
WRITTEN REQUEST OF THE ISSUING AUTHORITY (SUBJECT TO SECTION 3.4)

EXHIBIT B – FORM OF PERFORMANCE BOND

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License”) is entered into by and between the Board of Selectmen of the Town of Medfield, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law (M.G.L. c. 166A), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of June 5, 2018, a nonexclusive Renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Renewal License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town and/or its PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its PEG Access Designee and in accordance with the terms of this License.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6),), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended (47 U.S.C. § 101 et seq.), which includes the Cable Communications Policy Act of 1984, as amended (including as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996).

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

1.11. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.12. *Educational Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or of its PEG Access Designee.

1.13. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.14. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the party claiming Force Majeure, and unreasonable work delays not caused by the party claiming Force Majeure.

1.15. *Franchise Fee*: Shall have the meaning as set forth in Section 622 (g) of the Communications Act (47 U.S.C. §542(g)).

1.16. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.17. *Government Access Channel*: An Access Channel made available by the Licensee to the Town pursuant to the terms and conditions of this License for the use of the Issuing Authority and/or its PEG Access Designee to present non-commercial governmental programming.

1.18. *Gross Revenue*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles (“GAAP”), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee, the PEG Access Support), and the PEG Grant as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town, and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP. Provided, however, that Gross Revenue shall not include:

1.18.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.18.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.3. Refunds, rebates or discounts made to Subscribers;

1.18.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; or revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.18.5. Any revenue of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.18.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

1.18.7. Any tax of general applicability imposed by the Town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.18.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barters, services or other items of value shall be included in Gross Revenue;

1.18.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.18.10. Program launch fees; and

1.18.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.19. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i or such higher resolution as determined by the Licensee in its sole discretion.

1.20. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.21. *Internet Access Service:* Dial-up or broadband access service that enables access the Internet.

1.22. *Issuing Authority:* The Board of Selectmen of the Town of Medfield.

1.23. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.24. *Licensee:* Verizon New England, Inc., and its lawful and permitted successors, assigns and transferees.

1.25. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.26. *Non-Cable Services:* Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

1.27. *PEG:* Public, educational, and governmental.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

1.28. *PEG Access Channel*: An Access Channel that the Licensee makes available to the Town for non-commercial use pursuant to the terms and conditions of this License, and managed by the Issuing Authority and/or its PEG Access Designee.

1.29. *PEG Access Designee*: Any entity designated in writing by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming, including, but not limited to, an access corporation.

1.30. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable laws.

1.31. *Person*: An individual, partnership, association, joint stock company, trust, corporation, other business entity, or governmental entity.

1.31. *Prime Rate*: The prime rate of interest as published by the Wall Street Journal.

1.33. *Public Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License and available for the use by the residents in the Town and managed by the Issuing Authority and/or its PEG Access Designee.

1.34. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.35. *Service Area*: The entire existing territorial limits of the Town.

1.36. *Standard (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Licensee in its sole discretion.

1.37. *State*: The Commonwealth of Massachusetts.

1.38. *Subscriber*: A Person who lawfully receives Cable Service in the Town.

1.39. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.40. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.41. *Title II*: Title II of the Communications Act, Common Carriers.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

1.42. *Title VI*: Title VI of the Communications Act, Cable Communications.

1.43. *Town*: The Town of Medfield.

1.44. *Transfer*: Any transaction in which:

1.44.1. an ownership or other interest in Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.44.2. the rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

1.45. *Video Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.46. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System along the Public Rights-of-Way within the Town, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166. The Licensee shall adhere to all applicable Town bylaws and lawful regulations of the Town regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* This License shall become effective on June 5, 2023 (the "Effective Date"). The term of this License shall be five (5) years from the Effective Date unless this License is earlier revoked or terminated as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon one hundred eighty (180) days' written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 31st month following the Effective Date. [Subject to agreement on PEG Capital.]

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.4.1 or 2.4.2.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a. commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b. terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, PEG Access Support is not subject to modification under Section 2.5.1.

2.6. *Grant Not Exclusive*: This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.7. *License Subject to Federal and State Law/Preemption*: This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law. In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the parties hereto.

2.8. *No Waiver*:

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. *Construction of License*:

2.9.1. The provisions of this License shall be construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

3.2. *Availability of Cable Service and Standard Installation:* Licensee shall make Cable Service available to all residential dwelling units within the Town in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect, at Licensee's expense other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of the Licensee's existing FTTP Network trunk or feeder lines or the Public Right-of-Way. Where a residential Subscriber connection exceeds such lengths, the Licensee shall be allowed to recover from such Subscriber the actual cost of such connection attributable to the distance in excess of the length above.

3.3. *Availability of Cable Service To Businesses:* The Licensee may make Cable Service available to businesses. The Licensee may recover the actual costs incurred to connect any business to the Cable System for the provision of Cable Service.

3.4. *Cable Service to Public Buildings:* Subject to Section 3.1 and the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this License, if requested in writing by the Issuing Authority, Licensee shall provide in a reasonable amount of time and after notifying the Issuing Authority of the process by which it will implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license, one Cable Service drop, an outlet, and monthly Basic Service along its activated Cable System route in the Town at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.1.1. The Cable System shall be operated with an initial digital passband of 50-860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

Electrical Safety Code, the Massachusetts State Building Code, and the rules and regulations of the Cable Division and the FCC.

4.2. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated by the Issuing Authority, capacity on its Basic Service Tier for three (3) SD PEG Access Channels and one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. The Issuing Authority or the PEG Access Designee may change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of an existing SD PEG Access Channel, as the case may be, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution consistent with the definition of “High Definition” above. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service Tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town, which is carried in the Town shall not be cablecast on any of the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee pursuant to Section 5.1.1 above. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion, subject to any applicable law and regulations. If a PEG Access Channel provided under this Article is not being utilized by the Issuing Authority and/or the PEG Access Designee, other than due to Force Majeure, the Licensee may utilize such PEG Access Channel by providing at least ninety (90) days advance written notice to the Issuing Authority, but only in the event that the Issuing Authority or the PEG Access Designee does not commence use of said PEG Access Channel within said ninety (90) day notice period. In the event that the Issuing

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

Authority and/or the PEG Access Designee determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least ninety (90) days advance written notice to the Licensee.

5.2. *PEG Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect its Cable System to equipment owned by the Town and/or the PEG Access Designee at the PEG Access Studio at 18 North Meadow Road (Route 27), Medfield, MA (the “PEG Interconnection Site”) for PEG Access video return to the Licensee’s Subscribers. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town’s PEG Access Designee, shall be required to pay Licensee for all direct or reasonably related costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town or its PEG Access Designee and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to Licensee’s prior disclosure of such costs and prior express written consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) and (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be “initiated” by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town and/or PEG Access Designee’s PEG Access equipment shall be at the output of the Town’s or PEG Access Designee’s signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for providing that all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or its PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s or PEG Access Designee’s side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.2.3. The Licensee shall provide, install, maintain, repair and replace all equipment necessary to receive and transmit all such PEG programming and all PEG Access

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

Channels as described in Section 5.2.1 above to Subscribers, including any amplification, optical conversion, receiving, cable system headend, processing, and transmitting equipment needed.

5.2.4. The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

5.3. *PEG Grant:* Licensee shall pay to the Issuing Authority, or to its PEG Access Designee if requested in writing by the Issuing Authority, a PEG grant in the total amount of _____ Dollars (\$____,000) to be used for PEG Access Channel capital funding purposes (the "PEG Grant"), as follows:

5.3.1. Within forty-five days of the Effective Date, Licensee shall pay to the Issuing Authority the sum of _____ Dollars (\$____). Licensee shall make two (2) additional payments to the Issuing Authority in the amount of _____ (\$_____) each on the first and second anniversaries of the Effective Date, respectively. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant.

5.3.2. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG Grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1. The Issuing Authority and/or PEG Access Designee shall own all facilities and equipment purchased with the PEG Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to four and eight-tenths percent (4.80%) of annual Gross Revenues, as defined above, subject to the limitation in Section 6.2. If the Town issues or renews any cable license after the Effective Date that provides for a lower percentage of PEG Access Support, then the Licensee's percentage PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority's control.

5.4.2 The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined above. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.5. *PEG Operating Rules:* The Issuing Authority or PEG Access Designee shall require all local producers and users of any of the PEG facilities or PEG Access Channels to agree in writing to authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or its PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

5.6. *Recovery of Costs.* To the extent permitted by federal law and regulations, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, costs of PEG interconnection, the PEG Access Support payments, and any other costs arising from the provision of PEG services and related payments, required by this License and to accurately reflect such costs as separately billed line items on each Subscriber's bill.

5.7. *Late Payments.* In the event that any of the PEG Grant, the PEG Access Support and/or the License Fee payments is or are not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate equal to the lesser of (i) two percent (2%) per annum above the Prime Rate or (ii) eighteen percent (18%) per annum, in either case compounded annually.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section 5.9 to provide PEG Access Channel programming VOD in the Town.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

5.10. *Censorship:* Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access programming over the Cable System.

5.11. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 5.11 shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.1.2. *Leased Access:* The Licensee shall comply with Section 612 of the Communications Act (47 U.S.C. §532) with respect to designating channel capacity for commercial use.

5.1.3. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee:* Pursuant to Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the “License Fee”), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues (as defined above).

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

6.5. *Method of Payment:* The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.6. *Other Payment Obligations and Exclusions:*

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

6.6.1. Unless otherwise required by applicable law, the License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee or Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.6.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. §542(h), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

6.7. *Affiliates Use of System:* Use of the Cable System and the provision of Cable Services within the Town by Affiliates shall be in compliance with applicable federal and State laws and regulations and this Renewal License.

6.8. *Recomputation and Audit*

Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.7 above. If the Issuing Authority has reason to believe that any such payment is incorrect, it may notify the Licensee thereof in writing within one hundred eighty (180) days after receiving such payment. Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit for any two (2) year period of this License or such shorter period of time that may remain after the expiration of the initial two (2) year period of this License, which audit shall be subject to Section 6.4 above. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.7 above. The Town shall have the right to pursue any disputed amount, including interest, not paid by the Licensee in a court of law, subject to the jurisdiction and venue requirements set out below.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours, during which Licensee's representative(s) shall visit the Subscriber's premises to pick-up or exchange Subscriber equipment or (ii) using a mailer provided by the Licensee.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.3. *Denial of Service:* Licensee shall be subject to applicable laws and regulations with respect to denial of Cable Service. Nothing in this License or these standards is intended to expand or restrict the rights and obligations of the Licensee with respect to denial of Cable Service as set out in such applicable laws and regulations.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect Licensee's books and records including all documents in whatever form maintained, including electronic media (hereinafter referred to as "books and records"), pertaining to the Licensee's provision of Cable Service in the Town during the Licensee's regular business hours at an office of the Licensee in the State and on a reasonable and nondisruptive basis as is reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority or its designee. The Licensee must make necessary arrangements for copying documents selected by the Issuing Authority or its designee after it review.

8.2. *Proprietary Books and Records:* If Licensee believes that the requested information is confidential and proprietary, the Licensee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) Licensee believes the information is confidential; and (iii) statement that the documents are available at the Licensee's designated offices within the State for inspection by the Town. The Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, Service Area maps, plans, or other Town-requested documents consistent with applicable law, that are provided to the extent they are designated as such by the Licensee in accordance herewith, including, without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure. In the event that the Issuing

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

Authority receives a request to disclose any information provided to the Issuing Authority by the Licensee pursuant to this License, which information is deemed by the Licensee to be confidential or proprietary, then the Issuing Authority shall promptly notify the Licensee in writing of such request, prior to disclosure of such information, consistent with applicable law, and to maintain such information as confidential and proprietary consistent with applicable law. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.3. *Complete and Accurate Records:* The Licensee shall keep complete and accurate books of account and records of its business and operations under and in connection with the License. Unless otherwise provided in this License or by applicable law, all such materials and information shall be maintained for a period of four (4) years. Said records shall include, but not be limited to the following:

8.3.1. Records of all written complaints for a period of four (4) years after receipt by Licensee. The term “complaint” as used herein refers to complaints about any aspect of the Cable System or Licensee’s cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.3.2. Records of outages for a period of four (4) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.3.3. Records of service calls for repair and maintenance for a period of four (4) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.3.4. Records of installation/reconnection and requests for service extension for a period of four (4) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.3.5. A map showing the area of coverage for the provisioning of Cable Services.

8.4. *Additional Reports:* Upon written request by the Issuing Authority, the Licensee shall provide the Issuing Authority with a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee’s Cable System in the Town.

8.5. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of performance tests required by applicable law.

8.6. *Annual Performance Review:* The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee’s compliance with

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

the terms and conditions of this License. The Issuing Authority shall provide the Licensee with thirty (30) business days advance written notice of such evaluation session, which the Licensee shall attend. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles) during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of Licensee's Cable Service operations and business in the Town.

9.1.1.2. Commercial Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance in compliance with the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) \$100,000 Bodily Injury by Accident; (B) \$100,000 Bodily Injury by Disease-each employee; and \$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.1.7. The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

9.1.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, defend, indemnify and hold harmless the Issuing Authority, the Town, including its officials, boards, commissions, committees, agents and/or employees, against all claims for damage, suits, causes of action, proceedings and judgments, including for damage to Persons or property, real and/or personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Town shall give the Licensee timely written notice of its obligation to defend, indemnify and hold harmless the Town, provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics and responsibility laws and the consent of the Issuing Authority, which consent shall not unreasonably be withheld. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and amount of any such settlement, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense.

9.2.3. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

10. PERFORMANCE BOND

The Licensee shall maintain, without charge to the Town, throughout the term of the License a faithful performance bond running to the Town, with good and sufficient surety

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this License. The performance bond shall be effective throughout the term of this License and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from this License or from the exercise of any privilege herein granted and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 13 below. Said bond shall be a continuing obligation of this License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. Neither this Section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the License. Recourse by the Issuing Authority of remedies available under this Section 10 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of Exhibit B attached hereto.

11. TRANSFER OF LICENSE

11.1. *Town Approval Required:* Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 11.2 and 11.3 below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, to any other Person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only upon a written application therefore on forms prescribed by the Cable Division and/or the FCC.

11.2. *No Consent Required For Transfers Securing Indebtedness:* The Licensee shall not be required to file an application or obtain the consent or approval of the Town for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee shall notify the Town within thirty (30) business days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

11.3. *No Consent Required For Any Affiliate Transfers:* Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the Town for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.01). However, the Licensee shall notify the Town within thirty (30) business days if at any time a Transfer covered by this Section 11.3 occurs. The transferee of any Transfer covered by this Section 11.3 shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

11.4. *Transfer Procedures:* Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. The Issuing Authority shall have one hundred twenty (120) days from the filing of a completed FCC Form 394 to take final action on it unless said one hundred twenty (120) day period is extended by applicable law, including by mutual consent of the parties. After one hundred twenty (120) days, the application shall be deemed approved, unless said 120 day period is extended pursuant to applicable law, including by mutual consent of the parties.

11.5. *Non-Waiver:* The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the Town under this License, whether arising before or after the date of said Transfer.

11.6. *Transferee Subject to Terms and Conditions of License:* In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

12. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Issuing Authority shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed consistent therewith, all of which shall be to the reasonable satisfaction of the Issuing Authority. If the Licensee believes it has cured the subject noncompliance, it shall provide written notice of such to the Issuing Authority. The Issuing Authority shall provide the Licensee with a written response as to whether such cure has been effected.

13.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by Section 13.2 above, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, and if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee with the following minimum written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard: (i) for a hearing for which the Issuing Authority states in the written notice that that revocation of the License shall not be a possible consequence – thirty (30) days written notice, and (ii) for a hearing for which the Issuing Authority does not state in the written notice that that revocation of the License shall not be a possible consequence – forty-five (45) days written notice.

13.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.4.2. Commence an action at law for monetary damages or seek other equitable relief;

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10 above.

13.4.4. In the case of a substantial noncompliance of a material provision of this License, revoke this License in accordance with Section 13.5; and/or

13.4.5. Invoke any other lawful remedy available to the Town.

13.5. *Revocation Hearing:*

13.5.1. At the designated public hearing in which revocation is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Unless otherwise agreed to by the parties, a complete verbatim record and transcript shall be made by the Issuing Authority of such hearing with the cost shared by the parties.

13.5.2. Following the public hearing where revocation is a possible consequence, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, in the reasonable discretion of the Issuing Authority, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. In accordance with applicable law, Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo* if permitted by applicable law. Licensee shall be entitled to such relief as the Cable Division or court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Issuing Authority or the Licensee that is taken pursuant to the terms of this License, such party shall act in a reasonable, expeditious, and timely manner.

14.2. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations contained in Article 9 – Insurance and Indemnification and Article 10 – Performance Bond herein shall survive the revocation, termination and expiration date hereof.

14.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Captions and Headings:* The captions and headings to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of the License. Such captions and headings shall not affect the meaning or interpretation of the License.

14.5. *Exhibits:* The Exhibits to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibits, incorporated herein by reference and expressly made a part of this License.

14.6. *Recitals:* The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

14.7. *Equal Employment Opportunity:* The Licensee shall adhere to applicable Equal Employment Opportunity regulations of the FCC and to all federal, State and local laws pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Licensee.

14.8. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the party takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of its employees, its property, the public or public property. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

14.9. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's installation, maintenance or operation of the Cable System to provide Cable Services in the Town.

14.10. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents and is authorized and has secured all consents, if any, which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this License.

14.11. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

14.12. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt requested to, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington D.C. 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be to:

Office of the Board of Selectmen
Medfield Town House
459 Main Street
Medfield, MA 02052

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

14.13. *Entire Agreement/Amendments:* This License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority and supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by written instrument executed by both parties, except as otherwise provided herein.

14.14. *Severability:* If any section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof,

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.15. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.16. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. §555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

14.17. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, or denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

14.18. *Interpretation*: The Town and the Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

14.19. *Jurisdiction*: Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.20. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

[SIGNATURE PAGE FOLLOWS]

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

AGREED TO THIS _____ DAY OF _____, _____.

TOWN OF MEDFIELD
By its Board of Selectmen:

Gustave H. Murby, Chair

Eileen Murphy

Osler L. Peterson

Approved as to legal form:

Mark G. Cerel
Town Counsel

Approved as to legal form:

William H. Solomon
Special Cable Counsel

VERIZON NEW ENGLAND INC.

By:

Kevin M. Service
Senior Vice President of Operations
Consumer and Mass Business
Markets

Approved as to Form:

Verizon Law Department

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

EXHIBITS

EXHIBIT A – PUBLIC (MUNICIPAL AND SCHOOL) BUILDINGS TO BE PROVIDED
CABLE SERVICE UPON WRITTEN REQUEST OF THE ISSUING
AUTHORITY (SUBJECT TO SECTION 3.4)

EXHIBIT B – FORM OF PERFORMANCE BOND

EXHIBIT A

**PUBLIC (MUNICIPAL AND SCHOOL) BUILDINGS TO BE PROVIDED CABLE
SERVICE UPON WRITTEN REQUEST OF THE ISSUING AUTHORITY
(SUBJECT TO SECTION 3.4)**

Middle School	24 Pound Street
High School	88R South Street
Library	468 Main Street
Cable Studio	18 North Meadow Road (Route 27)
Police Station	110 North Street
Town House	459 Main Street
Council on Aging	One Ice House Road
Water/Sewer	99 Bridge Street
Wheelock School	17 Elm Street
Memorial School	59 Adams Street

EXHIBIT B

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20_____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Town of Medfield Renewal License to
Verizon New England Inc. – 6/5/2023

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2018.

Principal

Surety

By: _____

By: _____

, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)



Fiscal 2023 Classification Hearing

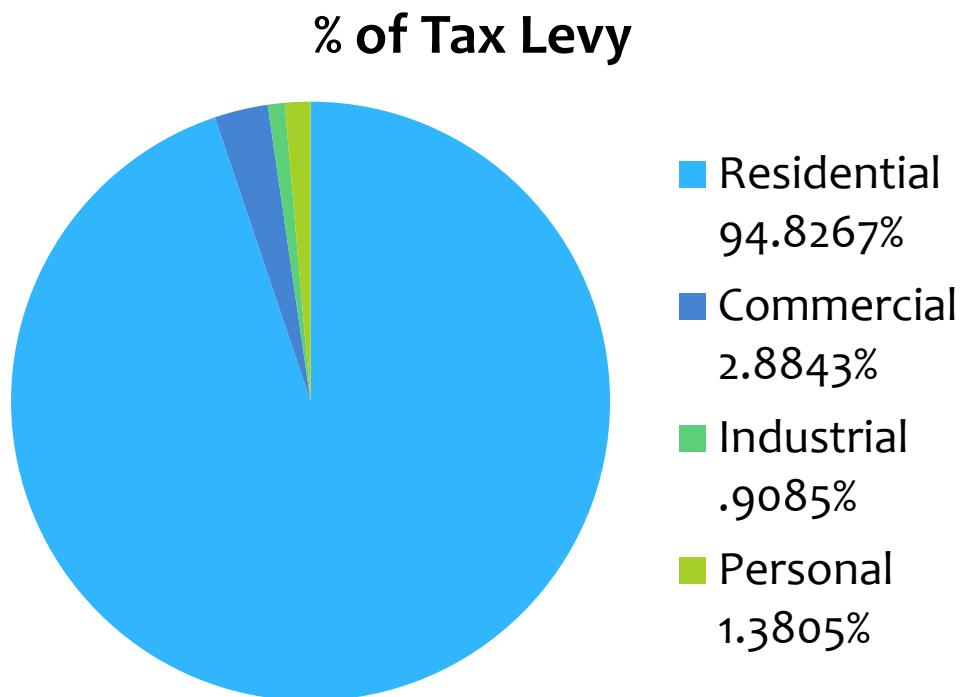
December 6, 2022

Purpose

- * Every year by statute the Board of Selectmen must decide if they want to split the tax rate.
- * It is the responsibility of the Board of Assessors to provide the Board of Selectmen with relevant information regarding the fiscal effects of splitting the tax rate.

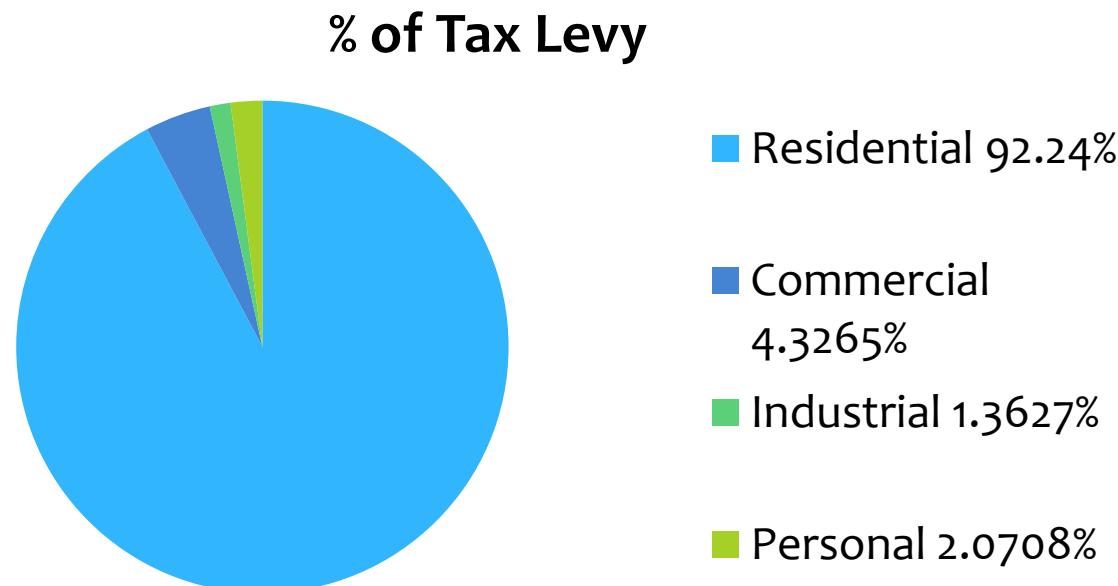
Tax Rate

The tax rate is the tax levy divided by the town's total taxable valuation. This is known as the uniform tax rate. Each class of property pays a share of the tax levy equal to its share of the total town value.



Residential Factor

A residential factor of less than “1” reduces the share of the tax levy paid by the residential properties and increases the share paid by the CIP properties. For example: if the BOS chose the maximum split rate (50%), the residential factor would be .972722, the residential tax rate would be \$15.01 and the CIP tax rate would be \$23.15.



Surrounding Towns' FY22 Tax Rates:

Town	Res. Rate	CIP Rate	Residential %
Dover	12.42	12.42	96.7948
Norfolk	18.20	18.20	92.6635
Millis	18.88	18.88	91.8521
Sherborn	19.03	19.03	94.9034
Walpole	14.46	19.22	83.5706
Westwood	14.83	28.99	73.3598
Medfield	17.42	17.42	94.4702

History of Tax Rates in Medfield

Historically Medfield has always maintained a uniform tax rate. Shifting the tax rate would significantly increase the taxes for the CIP properties, while the residential properties would only benefit from a small savings.

Overall Scenario

Commercial/Industrial/Personal Properties projected share of the tax levy: \$2,766,734

With a 10% shift	\$3,043,407
With a 25% shift	\$3,458,418
With a 50% shift	\$4,150,101

Individual Scenario

For a \$839,800 residential & commercial property based on an estimated tax rate of \$15.43:

	Residential	Commercial
Single rate	\$839,800	\$839,800
10% shift	\$12,958	\$12,958
Difference	(\$75)	+\$1,296
25% shift	\$12,782	\$16,198
Difference	(\$176)	+\$3,240
50% shift	\$12,605	\$19,437
Difference	(\$353)	+\$6,479

Historical Commercial/ Industrial/ Personal Data:

<u>Year</u>	<u>CIP%</u>	<u>Tax Dollars</u>	<u>Tax Levy</u>	<u>\$Tax Rate</u>
2018	5.6566	\$2,487,906	\$43,982,483	\$17.03
2019	5.4694	\$2,621,438	\$47,928,863	\$17.87
2020	5.6291	\$2,791,945	\$49,598,590	\$17.83
2021	5.5862	\$2,835,372	\$50,753,430	\$17.76
2022	5.5298	\$2,879,421	\$52,070,601	\$17.42
2023	5.1733	\$2,766,734	\$53,481,479	\$15.43

Residential Category Single Family Averages

<u>Year</u>	<u>SFA Value</u>	<u>Tax \$</u>
2018	634,700	\$10,809
2019	658,400	\$11,766
2020	676,500	\$12,062
2021	692,400	\$12,297
2022	720,800	\$12,556
2023	839,800	\$12,958

Vote

Adopting a residential factor of “1” will result in the taxation of all property at the same rate.

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
State 911 Department



State 911 Department
Training Grant Application
Fiscal Year 2023

All applications shall be mailed or hand delivered or via Commbuys,
www.commbuys.com

All applications must be received by 5:00 P.M. on Thursday, December 29, 2022

Laz Anderson 11/13/2022

FY 2023 TRAINING GRANT

Application Checklist

- Signed and Dated Training Grant Application Cover Page
- Completed and Attached the ***Personnel Costs Worksheet(s)*** ***{{REQUIRED}}***
- Completed Training Grant Budget Narrative
- Completed Contractor Authorized Signatory Listing Form signed by a City or Town Official
 - Completed and Notarized Proof of Authentication of Signature Form for the City or Town Official who signed the Contractor Authorized Signatory Listing Form**
 - Completed and Notarized Proof of Authentication of Signature Form(s) for **each** Signatory listed on the grant
 - Completed Highlighted Sections, Signed and Dated Standard Contract Form

DO NOT SUBMIT DOUBLE-SIDED APPLICATIONS

Application with original signatures shall be submitted to:

**State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346**

FY 2023 TRAINING GRANT

1. Name of Eligible Entity / PSAP / RECC

Address
City/Town/Zip
Telephone Number
Fax Number
Website

Medfield Police Department

112 North Street
Medfield, MA 02052
508-359-2315
508-359-6926
townofmedfield.net

2. Name & Title of Authorized Signatory

Telephone Number
Email Address

Kristine Trierweiler, Town Administrator

508-906-3011
Ktrierweiler@medfield.net

3. Name & Title Grant Contract Manager

Telephone Number
Email Address

Larz Anderson, Deputy Chief

508-359-2315 X3166
Landerson@medfield.net

4. Total Grant Program Funds Requested \$ 21,102.08

Applicant meets the EMD requirements established by the State 911 Department by:

5. Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

APCO

PowerPhone

Priority Dispatch

OR

6. Utilizing the following Certified EMD Resource: _____

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

APCO

PowerPhone

Priority Dispatch

7. Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this _____ day of November , 20 22 .

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

*Sign / Date
KT*

FY 2023 TRAINING GRANT

BUDGET NARRATIVE

- A. Fees** – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertifications for certified Telecommunicators to include 16 hours of continued education or for those working toward certification, membership fees, and/or conference registration fees. **Add the total *Vendor Fees* column(s) from the *Personnel Costs Worksheet(s)* with the Membership & Conference Fees below to get the Total.**

For Membership fees, list the name and amount for each below.

Membership Fees:

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees:

Total Category A	\$ 6,688.00
-------------------------	--------------------

- B. Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum training requirements governing emergency medical dispatch established by the State 911 Department; for administrator backroom training; for other authorized training; and straight time or overtime expenses for attendance at the State 911 Department Dispatch Academy. **Add the total *Salary* column(s) from the *Personnel Costs Worksheet(s)* to get the Total.**

Total Category B	\$ 14,414.08
-------------------------	---------------------

Completed / Attached the *Personnel Costs Worksheet(s)* {{REQUIRED}}

- C. Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and /or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals.

Description:

Attach quote for this category

Total Category C

- D. Lodging** – Funding for lodging expenses may be authorized for participation in training courses that are scheduled for two (2) or more consecutive days **and** the distance of which is equal to or greater than ninety (90) miles away from where travel originates. Lodging expenses may only be authorized for nights of stay that occur between consecutive training course days, except with the prior WRITTEN approval of the State 911 Department *prior to travel* where (1) travel originates from the Islands of Martha's Vineyard and/or Nantucket; or (2) in cases of extreme hardship; or (3) unless otherwise approved by the State 911 Department in its sole discretion. Travel distance for lodging will be calculated using the place of employment as the origination point and will be verified utilizing a recognized mileage guide such as MapQuest. **NOTE: Lodging for conferences is not eligible under the grant.**

Description:

Total Category D

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a): Medfield Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA 02052		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Larz Anderson	Phone: 508-359-2315	Billing Address (if different):	
E-Mail: Landerson@medfield.net	Fax: 508-359-6926	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6,000,191,876.00		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
		RFR/Procurement or Other ID Number: FY23 GRNT	
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior to Amendment:</u> _____, 20_____. Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>%</u> PPD; Payment issued within 15 days <u>%</u> PPD; Payment issued within 20 days <u>%</u> PPD; Payment issued within 30 days <u>%</u> PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of _____, 20_____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.</p> <p><input type="checkbox"/> 3. were incurred as of _____, 20_____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten at Time of Signature)</p> <p>Print Name: Kristine Trierweiler _____ Print Title: Town Administrator _____</p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten at Time of Signature)</p> <p>Print Name: Frank Pozniak _____ Print Title: Executive Director _____</p>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name: MEDFIELD POLICE DEPARTMENT

Contractor Vendor/Customer Code: VC 6000191876

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Kristine Trierweiler	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date: _____

Signature _____

Name & Title: Gustave Murby (BOS Chairman)

Telephone: 508-906-3012

508-359-6182
Fax: _____

Email: Ktrierweiler@medfield.net

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

REMINDER:

THE STATE 911 DEPARTMENT REQUIRES A **NOTARIZED**
PROOF OF AUTHENTICATION OF SIGNATURE FORM FOR THE
PERSON WHO **SIGNS** THE **CONTRACTOR AUTHORIZED**
SIGNATORY LISTING FORM **ABOVE** **AND FOR EACH PERSON**
LISTED AS AN AUTHORIZED SIGNATORY ON THE GRANT.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: ~~MEDFIELD POLICE DEPARTMENT~~

Contractor Vendor/Customer Code: ~~VC16000191876~~

PROOF OF AUTHENTICATION OF SIGNATURE

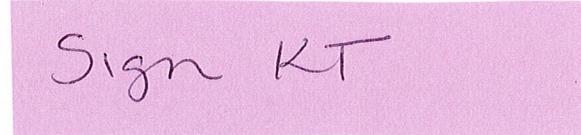
This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Kristine Trierweiler

Title: Town Administrator

X _____

A handwritten signature in black ink on a pink rectangular background. The signature reads "Sign KT".

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this _____ day of _____, 20____ before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Notary Public Signature

My MA Commission expires on: _____

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

FY 2023 Training Grant Personnel Costs Worksheet

CERTIFIED PERSONNEL

PSAP Name:

{List Personnel in Alphabetical Order by Last Name}

FY 2023 Training Grant Personnel Costs Worksheet

NEW PERSONNEL

In the Process of Obtaining Certificaiton

Medfield Police Department

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A
Middleborough, MA 02346
Phone (508) 828-2911
www.mass.gov/e911

**PSAP/RECC ANNUAL CERTIFICATION OF COMPLIANCE FORM
FOR FISCAL YEAR 2022**

THIS FORM IS DUE ON OR BEFORE JULY 31, 2022

Extension may be granted until September 15, 2022 upon written request.

FORM MUST BE TYPED

Name of PSAP/RECC	Medfield Police Department
Address	112 North Street
City/Town/Zip	Medfield, MA 02052
Telephone Number	508-359-2315
Fax Number	508-359-6926
Website	https://www.town.medfield.net/

Name /Title of Authorized Signatory <u>(person completing form)</u>	Deputy Chief Larz Anderson
Address (if different from above)	
Telephone Number	508-359-2315 x3166
Fax Number	508-359-6929
Email Address	Landerson@medfield.net

I, Larz Anderson , hereby certify on behalf of the above Public Safety Answering Point or Regional Emergency Communication Center (“Certifying Entity”) as follows:

1. I am authorized to complete this Certification of Compliance.
2. Each person who acts as an enhanced 911 telecommunicator for the Certifying Entity is certified as an enhanced 911 telecommunicator in accordance with the provisions of 560 CMR 5.00.
3. The following is a complete list of each person who acts as an enhanced 911 telecommunicator for the Certifying Entity, and each such person is certified as an enhanced 911 telecommunicator in accordance with the provisions of 560 CMR 5.00 and the continuing education training and hours for each person. (See page 4 for spreadsheet)

**PSAP/RECC ANNUAL CERTIFICATION OF COMPLIANCE FORM
FOR FISCAL YEAR 2022**

4. Primary PSAPs, Regional PSAPs, RECCs only:

The Certifying Entity provides EMD as required by the provisions of 560 CMR 5.00 as follows:
(check one)

through certified emergency medical dispatchers (provided by the PSAP)

Or

through the following certified EMD resource (provided by Fire Department, Private Ambulance Company or other Certified Entity): _____

Insert Name of Certified EMD Resource*(if applicable)

5. If the Certifying Entity provides EMD through certified emergency medical dispatchers (provided by the PSAP), list for each enhanced 911 telecommunicator the expiration date for EMD certification and CPR certification.

(See page 5 for spreadsheet)

6. If the Certifying Entity provides EMD through certified emergency medical dispatchers (provided by the PSAP), please identify the EMD protocol being used. (check one)

APCO

PowerPhone

Priority Dispatch

7. Please provide the name and contact information for the Medical Director that approves your EMD protocols? _____

8. If the Certifying Entity provides EMD through certified emergency medical dispatchers (provided by the PSAP), who performs quality assurance for the Certifying Entity (i.e., who is your Quality Assurance Administrator)? Deputy Chief Larz Anderson

9. If the Certifying Entity provides EMD through certified emergency medical dispatchers (provided by the PSAP), how many medical calls have you received as of the date of this Annual Certification of Compliance filing with the State 911 Department? 570

10. If the Certifying Entity provides EMD through certified emergency medical dispatchers (provided by the PSAP), what percentage of medical calls were reviewed for quality assurance?

32 Percent

11. If the Certifying Entity provides EMD through certified emergency medical dispatchers (provided by the PSAP), describe briefly the method of documentation being used for quality assurance. (Attach separate page if more space is necessary)

Deputy Chief Anderson prints out every ambulance call for the month

He adds up the total number of calls and always reviews at least twelve percent

He listens to calls from all desk officers

He reviews and counsels desk officers when necessary

12. The Certifying Entity has notified the local emergency medical services provider of the EMDPRS that is used for the Certifying Entity and the local emergency medical services provider has acknowledged receipt of such notification.

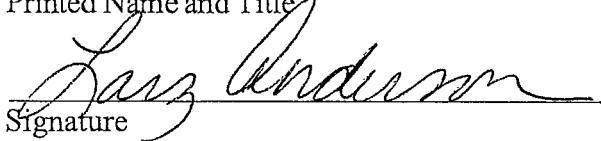
**PSAP/RECC ANNUAL CERTIFICATION OF COMPLIANCE FORM
FOR FISCAL YEAR 2022**

I understand that records disclosed to the State 911 Department may be or may become a public record and may not be protected from disclosure by law.

I hereby declare, under the pains and penalties of perjury, that the above statements are true and correct to the best of my knowledge and belief.

Larz Anderson, Deputy Chief

Printed Name and Title


Signature

10/21/2022

Date

*Please note, if your PSAP or RECC is providing EMD through a Certified EMD Resource, that the Certified EMD Resource is also required to complete and submit to the State 911 Department a Certified EMD Resource Annual Certification of Compliance Form. Please coordinate with your Certified EMD Resource to ensure Annual Certification of Compliance Form is filed in compliance with regulations.

Mail Completed Application to:

STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A
Middleborough, MA 02346

ATTN: MONNA WALLACE

For assistance, please contact Monna Wallace at 508-821-7220 or by email at monna.wallace@mass.gov

**PSAP/RECC ANNUAL CERTIFICATION OF COMPLIANCE FORM
FOR FISCAL YEAR 2022**

Continuing Education Hours for Enhanced 911 Telecommunicators

Please be advised that, in order to maintain certification, each certified enhanced 911 telecommunicator shall successfully complete sixteen (16) hours of Department-approved continuing education annually. If a person fails to comply with this requirement, in whole or in part, in a given annual period, the person may be required to complete additional hours of continuing education in a subsequent annual period, and the State 911 Department reserves the right to withhold grant funding for such additional hours of continuing education.

* Please list certified enhanced 9-1-1 telecommunicators alphabetically by last name, first name

* Please ONLY list 1 (one) course per line.

* Please LEAVE 1 (one) blank line after each individual that is listed.

* If additional continuing education sheets are needed please email venus.wheeler@mass.gov

* If submitting your own spreadsheet please follow format listed below.

To see a completed sample of this page please visit www.mass.gov/e911

LAST NAME	FIRST NAME	TITLE	VENDOR	DATE	Hours
Anderson	Larz	Suicide Intervention	Powerphone	11/17/2021	8
Anderson	Larz	EMD Recertification	Powerphone	03/23/2022	8
Ashe	Conor	Active Shooter	Powerphone	11/19/2021	8
Ashe	Conor	911 Supervision	Powerphone	11/20/2021	8
Burgess	Daniel	Domestic Violence	Powerphone	11/12/2021	8
Burgess	Daniel	EMD recertification	Powerphone	04/08/2022	8
Cronin	Sandra	Active Shooter	Powerphone	11/19/2021	8
Cronin	Sandra	Homeland Security	Powerphone	02/11/2022	8
Downing	Michael	911 Liability	Powerphone	11/17/2021	8
Downing	Michael	Suicide Intervention	Powerphone	11/23/2021	8
Hamano	Thomas	Suicide Intervention	Powerphone	12/01/2021	8
Hamano	Thomas	EMD recertification	Powerphone	06/01/2022	8
Ledbetter	Garrett	911 Liability	Powerphone	11/17/2021	8
Ledbetter	Garrett	Active Shooter	Powerphone	11/19/2021	8
Manganello	Michelle	Domestic Violence	Powerphone	11/17/2021	8
Manganello	Michelle	Hostage Negotiations	Powerphone	11/18/2021	8
Neal	Daniel	EMD Certification	Powerphone	04/14/2022	24
Neal	Daniel	Public Safety Telecommunicator	Powerphone	04/12/2022	40

**PSAP/RECC ANNUAL CERTIFICATION OF COMPLIANCE FORM
FOR FISCAL YEAR 2022**

**PSAP/RECC ANNUAL CERTIFICATION OF COMPLIANCE FORM
FOR FISCAL YEAR 2022**

CPR Certification Expiration Date and EMD Certification Expiration Date

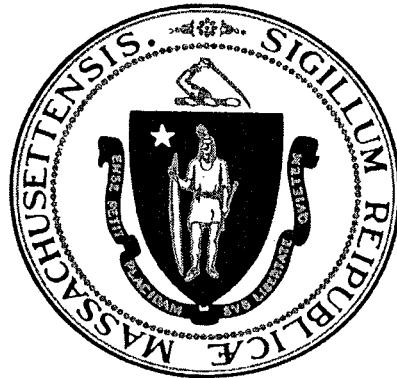
To be completed by PSAP/RECC providing EMD through certified emergency medical dispatchers (provided by the PSAP) ONLY.

*To see a completed sample of this page please visit www.mass.gov/e911
Please list certified enhanced 9-1-1 telecommunicators alphabetically by last name, first name*

****PROOF OF CPR AND EMD CERTIFICATIONS MUST BE PROVIDED FOR CERTIFIED 9-1-1
TELECOMMUNICATORS LISTED ON THIS PAGE.****

CERTIFICATES OR AN AGENCY REPORT FROM YOUR EMD VENDOR OR CPR PROVIDER THAT INCLUDE CERTIFICATION AND EXPIRATION DATES CAN BE USED AS PROOF OF CERTIFICATION.

Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research



Fiscal Year 2022
Bridge Academy Training Municipal Reimbursement

March 30, 2022

Charles Baker
Governor

Karyn Polito
Lieutenant Governor

Terrence M. Reidy
Secretary

Kevin Stanton
Executive Director

Executive Office of Public Safety and Security
Office of Grants and Research
FY22 Bridge Academy Training
Municipal Reimbursement Request Form

Introduction

The Office of Grants and Research (OGR) and the Municipal Police Training Committee (MPTC) have partnered up to issue reimbursement funding to municipal police departments that have one or more officers completing the MPTC Bridge Academy Training Program. OGR will make available \$1,000,000.00 to address costs incurred by municipalities throughout the Commonwealth for officer training requirements as promulgated by chapter 253 of the acts of 2020.

Upon successful completion of the Bridge Academy Training Program, a department may submit a \$3,000.00 reimbursement request for each officer trained. These funds are intended to assist the municipality in recovering some of the costs incurred as a result of an officer(s) completing this Program. Please note, these funds are prohibited from being used for direct reimbursement to an officer for attending the required training. A department will be eligible to receive \$3,000 cumulatively for each officer who completes all four required trainings, as listed below:

- **40 hours of Firearms Training**
- **40 hours of Defensive Tactics Training**
- **40 hours of Emergency Vehicle Operator Training**
- **80 hours of online curriculum and testing**

Key Dates

- **Solicitation Posted: Wednesday, March 30, 2022**
- **Reimbursement requests will be accepted from March 30, 2022 until funds are depleted (requests will be considered as they are received and prioritized by submission dates)**
- **Notifications: As requests are received and reviewed, municipalities will be notified accordingly.**
- **Reimbursement Period: July 1, 2021 – June 30, 2022**

Applicant Eligibility

All Massachusetts municipal police departments are eligible to apply for **\$3,000** per officer **AFTER** the Bridge Academy Training Program has been completed.

Maximum Award/Reimbursement Process

The maximum award is **\$3,000 per officer**. As funding is limited, reimbursement is available on a first-come, first-served basis. Departments are strongly encouraged to submit an online reimbursement request form immediately upon the completion of the Bridge Academy Training

Executive Office of Public Safety and Security
Office of Grants and Research
FY22 Bridge Academy Training
Municipal Reimbursement Request Form

Program. If funds are depleted, the OGR will hold all unpaid requests if/until additional funds are appropriated.

OGR cannot guarantee that additional funds will be allotted, therefore, will only honor as many commitments as funds allow and is not responsible for any unpaid municipal requests outside the reimbursement period.

Application Process

Eligible applicants must complete an **Online Application Form**, Commonwealth Standard Contract, Contractor Authorized Signatory Listing and Compliance form in order to receive reimbursement. The Standard Contract form includes language that authorizes expenses to be incurred prior to the execution of the contract, but no earlier than July 1, 2021. This process is similar to the state reimbursement process for the Bulletproof Vest Partnership Program.

Application Instructions

Applicants must complete the **Online Application Form** and upload the following documents within the **Online Application Form**:

1. **Commonwealth Standard Contract** - signed by the Chief of Police or Senior Municipal Official, as indicated on the Contractor Authorized Signatory Listing Form. Electronic signature is allowable on this fillable PDF form as long as the signature is visible, includes the signatory's name and title, and is accompanied by a signature date. Hard copy form may also be hand-signed, scanned, and uploaded in the **Online Application Form**.
2. **Contractor Authorized Signatory Listing** – please make sure that the individual signing the Standard Contract is named on this form. Any additional authorized signatories (if someone else will be signing the contract besides you) must be listed in the table/box of this form. This form must be signed by the Mayor, Town Administrator/Manager or Police Chief of the municipality applying. Electronic signature is allowable on this fillable PDF form as long as the signature is visible, includes the signatory's name and title, and is accompanied by a signature date. Hard copy form may be hand-signed, scanned, and uploaded in the **Online Application Form**.
3. **Scope of Service/Compliance Certification Form**-this form is to certify that the municipality understands and agrees to comply with all rules associated with this reimbursement opportunity. Hard copy form may be hand-initialed, scanned, and uploaded in the **Online Application Form**

Please be aware of the following when submitting the funding request:

- The above three documents must be completed and ready to upload within the **Online Application Form** to complete the submission process.
- For planning purposes, the **Online Application Form** requests the officer name, date of birth, 200-hour Bridge Training Program completion date and amount requested (\$3,000) for reimbursement for each officer who has completed all of the required training.

Executive Office of Public Safety and Security
Office of Grants and Research
FY22 Bridge Academy Training
Municipal Reimbursement Request Form

- Once the **Online Application Form** is started, all questions must be answered and all documents uploaded to successfully submit an application. **Please be aware, progress will not be saved if the applicant leaves the page and the form was not completed.**
- Once the **Online Application Form** is submitted, the applicant will receive a confirmation email including the full application and all responses. Please check your Junk email box if a confirmation is not received in your Inbox. The confirmation email documents the submission and should be retained for the applicant's records.
- Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.
- Online Application Form Due Date: Ongoing, until funds are depleted.**

If you have any questions or issues with this submission, please contact Elizabeth Flynn, Justice and Prevention Division Manager at: Elizabeth.M.Flynn@mass.gov or by telephone at: 617-933-3547.

An official website of the Commonwealth of Massachusetts. Here's how you know

Mass.gov

(/)> Executive Office of Public Safety and Security (/orgs/executive-office-of-public-safety-and-security) > > Research, Policy Analysis, and Statistics (/re

◀  ▶

FY22 Bridge Academy Training Municipal Reimbursement Form

Reimbursement for completion of MPTC's Bridge Academy Training Program

FY22 Bridge Academy Training Municipal Reimbursement Form

Please complete all the required fields and upload the Commonwealth Standard Contract, Contractor Authorized Signatory Form and the Scope of Work/Compliance Form below.

Name of Municipality *

Medfield Police Department

In this format: "Municipality Name" Police Department

Police Chief Name *

Michelle

First Name

Guerette

Last Name

Address *

112 North Street

Address Line 1

Address Line 2

Medfield

City

Massachusetts

State

02052

ZIP Code

Point of Contact First and Last Name *

Larz

First Name

Anderson

Last Name

Point of Contact Title *

Deputy Chief

Point of Contact Phone *

(508) 359-2315

Point of Contact Email *

Landerson@medfield.net

How many officers are requesting Bridge Training Reimbursement? If more than 10 officers, please submit an additional form. *

2

Officer #1

Officer First and Last Name *

Sandra

First Name

Cronin

Last Name

Date of Birth *

Nov 12 1968

200-Hour Bridge Academy Training Program Completion Date *

Sep 22 2022

Date must be between July 1, 2021 and June 30, 2022

Reimbursement request for this officer.*

\$ 3000.00

Officer #2

Officer First and Last Name *

Thomas

First Name

Hamano

Last Name

Date of Birth *

Jun 14 1959

200-Hour Bridge Academy Training Program Completion Date *

Jul 12 2022

Date must be between July 1, 2021 and June 30, 2022

Reimbursement request for this officer *

\$ 3000

Total Reimbursement request for all officers' training included in this application.*

\$ 6000.00

NOTE: If your department has already submitted a prior Bridge Academy reimbursement request - you do NOT need to reupload the forms below. If you are unsure of the status of your department's paperwork on file, please email daniel.hudson@mass.gov (//daniel.hudson@mass.gov)

Upload Signed Commonwealth Standard Contract (optional)

Choose File Remove File No File Chosen

File uploads may not work on some mobile devices.

Upload Contractor Authorized Signatory Listing (optional)

Choose File Remove File No File Chosen

File uploads may not work on some mobile devices.

Upload Scope of Work/Compliance Form (optional)

Choose File Remove File No File Chosen

File uploads may not work on some mobile devices.

Links to forms may be found at: <https://www.mass.gov/service-details/justice-and-prevention-grants>

Please include any specific information that the Office of Grants and Research would find helpful when reviewing your application (optional).

(optional)

I am authorized to submit this application on behalf of this department.*

Larz

First Name

Anderson

Last Name

Title *

Deputy Chief

SUBMIT FORM



(/)

[All Topics](#) (/topics/massachusetts-topics)

[Site Policies](#) (/site-policies)

[Public Records Requests](#) (/topics/public-records-requests)

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: <u>Town of Medfield Medfield Police Department</u> (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety and Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 459 Main Street Medfield, MA 02052		Business Mailing Address: 10 Park Plaza, Suite 3720A, Boston, MA, 02116	
Contract Manager: Larz Anderson	Phone: 508-359-2315	Billing Address (if different):	
E-Mail: Landerson@medfield.net	Fax: 508-359-6926	Contract Manager: Corine Pryme	Phone: (617) 725-3322
Contractor Vendor Code: VC6000191876		E-Mail: corine.a.pryme@mass.gov	Fax: (617) 725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: COMMBUY5 BD-22-1044-EPS11-10440-73446	
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 _____. Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>%</u> PPD; Payment issued within 15 days <u>%</u> PPD; Payment issued within 20 days <u>%</u> PPD; Payment issued within 30 days <u>%</u> PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)</p>			
<p>Grant funds from the Bridge Academy Training Municipal Reimbursement Program – Administered by the Office of Grants and Research in the Executive Office of Public Safety and Security For the operation of veteran, reserve and in-service training programs conducted by the municipal police training committee; and provided further, shall be expended to address costs incurred by municipalities for officer training requirements as promulgated by Chapter 253 of the Acts of 2020.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of <u> </u>, 20 <u> </u>, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.</p> <p><input checked="" type="checkbox"/> 3. were incurred as of <u>7/1/2021</u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>6/30/2024</u>, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, Department as unacceptable, and additional negotiated terms. Response only if made using the process outlined in 801 (a) more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p><i>KT Sign</i></p>		<p>MONWEALTH:</p>	
<p>X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)</p>		<p>Date: _____ (Signature and Date Must Be Captured At Time of Signature)</p>	
<p>Print Name: <u>Kristine Trierweiler</u></p>		<p>Print Name: <u>Kevin J. Stanton</u></p>	
<p>Print Title: <u>Town Administrator</u></p>		<p>Print Title: <u>Executive Director</u></p>	



Attachment C
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Town of Medfield, Medfield Police Department
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191876

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Kristine Trierweiler	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date:

Signature

Title: Gustave Murby (Medfield BOS Chair)

Fax: 508-359-6182

Email: Ktrier

GM Sign

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Executive Office of Public Safety and Security
Office of Grants and Research
Bridge Academy Training Municipal Reimbursement Program
Scope of Work and Compliance Certification Form
8200-0200

In accordance with Chapter 24 of the General Appropriations Act for the Fiscal Year 2022, not less than \$1,000,000 shall be expended statewide to reimburse costs incurred by municipalities for officer training requirements as promulgated by chapter 253 of the acts of 2020. This requirement pertains to the operation of veteran, reserve and in-service training programs conducted by the Municipal Police Training Committee (MPTC).

Eligible reimbursement under this program shall include:

- (a) \$3,000 payments, per officer, for the completion of the required 200-Hour Bridge Academy Training Program including:
 - 40 hours of Firearms Training
 - 40 hours of Defensive Tactics Training
 - 40 hours of Emergency Vehicle Operator Training
 - 80 hours of online curriculum and testing
- (b) Compliance with Bridge Academy program eligibility, registration requirements and training programs, visit the website here: [Bridge Academy Training Program](#)
- (c) Costs incurred by officers completing the training requirements listed above after July 1, 2021 and before June 30, 2022.

This grant is available to assist municipal police departments that have one or more officers completing the MPTC [Bridge Academy Training Program](#). This grant is based on a "reimbursement" only basis. All training must be completed and completion certifications provided in order to apply for reimbursement.

The receipt of funds is subject to availability of funding and any other provisions specified by the Legislature in the appropriation of those funds. The use of a multiple year contract is merely being used to streamline the contracting process associated with this reimbursement program. All funds appropriated for this program will be under no obligation to make payments for such performance.

KT

Initials: _____

Name: _____

Title: _____

Please print, hand-initial, scan and upload this form in the online application form.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR FACILITATION CONSULTING SERVICES, RE: MEDFIELD LANDFILL MONITORING FOR REGULATORY COMPLIANCE

CONTRACT # DPW 2022-15

STATE CONTRACT # (if applicable) _____

This Contract is made this 6th day of December 2022 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 Environmental Partners Group, LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town requested a proposal for Landfill Monitoring for Regulatory Compliance, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the Monitoring Engineering Services for the work required for the Program (see Attachment A), 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 for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
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. 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. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, December 6, 2022 to Decemebr 31, 2023. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$38,200.00** 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.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any negligent act or omission 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. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Contractor's Standard of Care: The Contractor shall provide Landfill Monitoring for Regulatory Compliance Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Contractor represents that it is knowledgeable about Federal and State statutes and regulations applicable to Landfill Monitoring for Regulatory Compliance.
9. 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.
10. 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. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. 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.

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right 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.
14. 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.

15. 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.

16. 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: Environmental Partners Group, LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage 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.

17. 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.
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.

Environmental Partners Group, LLC
(Contractor)

By: 

Title: President

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

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:

Environmental Partners Group, LLC

Print Name

Ryan Trahan, PE - President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Ryan Trahan, authorized signatory for
name of signatory

Environmental Partners Group, LLC, whose
name of contractor

principal place of business is at 1900 Crown Colony Drive, Ste. 402, Quincy, MA 02169,

Environmental Partners Group, LLC does hereby certify under the pains and penalties of perjury that
has paid all
name of contractor

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



11/29/22

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

7/23/21

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of Environmental Partners Group, LLC & 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, Ryan Trahan 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 July 23, 2021.



Clerk of Corporation
SEAL



ATTACHMENT

A



— An Apex Company —

October 31, 2022

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

**RE: Scope of Work for FY 2023 Landfill Monitoring and Reporting
Town of Medfield – Closed Landfill**

Dear Mr. Goulet:

Attached is the proposed scope of work for the Medfield Closed Landfill Monitoring and Reporting for FY2023. The proposed monitoring program follows the requirements of the Massachusetts Department of Environmental Protection (MassDEP) Solid Waste Management Facility (SWMF) Regulations 310 CMR 19.132. A summary of the scope of work, schedule, and budget is provided below.

SCOPE OF WORK

The proposed scope of work for the FY2023 Medfield Closed Landfill Monitoring and Reporting includes the following tasks.

- Task 1. Groundwater and Surface Water Monitoring**
- Task 2: Landfill Gas Monitoring**
- Task 3: Quarterly Monitoring Reports**
- Task 4: Groundwater and Surface Water Resampling**

These tasks are required to comply with the MassDEP approvals for the Landfill O&M semi-annual groundwater, surface water, and quarterly landfill gas O&M program.

SCHEDULE

Groundwater and surface water sampling will be performed in Fall 2022 and Spring 2023. Landfill gas monitoring will be performed quarterly. A report will be submitted to MassDEP within 60 days following the sampling event.

BUDGET

The Total Lump Sum Fee for the FY 2023 Landfill Monitoring program is thirty-eight thousand and two hundred dollars (\$38,200), which shall cover all primary services and expenses for Tasks 1 through 4. This budget is based on our current understanding of the Town's needs and may be modified after further consultation with the Town.

This project will be invoiced on a monthly basis as the tasks are completed.

The specific activities to be performed under each task are described in more detail in the attached Medfield Landfill FY2023 Scope of Work.

Sincerely,



Environmental Partners Group, Inc.

Eric A. Kelley P.E.

Principal

P: 617.657.0282

E: eak@envpartners.com

Ann Marie Petricca, C.P.G.

Project Manager

P: 617.657.0299

E: amp@envpartners.com

Attachments: FY2023 Medfield Closed Landfill Monitoring and Reporting Scope of Work.

FY2023 MEDFIELD CLOSED LANDFILL

MONITORING AND REPORTING SCOPE OF WORK

Based on the Massachusetts Department of Environmental Protection (MassDEP) letter dated September 29, 2000 and the most recent groundwater, surface water and landfill gas results, the following recommended scope of work is suggested to comply with the Solid Waste Management Facility Regulations 310 CMR 19.132 requirements for monitoring at the Medfield Closed Landfill through June 2023.

SCOPE OF WORK

Task 1: Groundwater and Surface Water Monitoring

Under this task two rounds of water sampling will be conducted: one in November 2022 and one in April 2023. The water sampling will be from two surface water locations (SW-1 and SW-2) and from ten groundwater monitoring wells (MW-1, MW-4, MW-4D, MW-5, MW-6, MW-6D, MW-101S, MW-101D, MW-102S, MW-102D). One duplicate sample will also be collected.

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

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

Samples collected for metals analyses shall be filtered either in the field or by the laboratory with a 0.45 micron filter. Laboratory testing will also include a duplicate for all parameters and a trip blank for VOCs, if VOCs are detected in any samples. In addition to the laboratory analyses, samples will also be collected during the sampling events for field screening of the following parameters:

temperature; pH; specific conductance; dissolved oxygen, and static water elevation. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

In accordance with 310 CMR 19.132(l)(h), surface water sampling will include those analytes specified in the regulations. Surface water samples will be collected from two locations: SW-1 and SW-2. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the same parameters listed for groundwater. In addition to the laboratory analyses, surface water samples will also be collected during the sampling events for field screening of the following parameters: temperature; pH; specific conductance; and dissolved oxygen. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

Task 2: Landfill Gas Monitoring

In accordance with 310 CMR 19.132(4), under this task, fourteen landfill gas probes (SG-101 through SG-111 and SG-103A, SG-103B, and SG-103C) will be sampled on a quarterly basis: in November 2022, January 2023, April 2023, and June 2023.

The probes shall be screened for percent oxygen, volatile organic compounds (VOCs), hydrogen sulfide (H_2S), carbon dioxide (CO_2) and the lower explosive limit (LEL) percentage calibrated for methane. If methane gas exists at the gas monitoring wells in concentrations greater than 25% of the LEL, the MADEP regional office shall be notified within 24 hours of the reading.

Task 3: Quarterly Monitoring Reports

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

Task 4: Groundwater and Surface Water Resampling

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

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

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

Based on historical sampling, Environmental Partners has assumed that resampling of groundwater and surface water will be required after the Fall 2022 and Spring 2023 sampling events and that five monitoring wells will be re-sampled for laboratory analysis for 1,4-dioxane and two surface water locations will be resampled for copper and lead.

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

ASSUMPTION AND LIMITATIONS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2022

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

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

PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-		CONTACT NAME: John Kilgarriff/Brett Nealis PHONE (A/C, No, Ext): 215-701-5291 FAX (A/C, No): E-MAIL ADDRESS: KILGARRIFF_UNIT@grahamco.com
INSURED Environmental Partners Group, LLC 1900 Crown Colony Drive, Ste 402 Quincy, MA 02169		INSURER(S) AFFORDING COVERAGE INSURER A : Starr Surplus Lines Insurance Company 13604 INSURER B : Liberty Insurance Corporation 42404 INSURER C : Tokio Marine America Insurance Company 10945 INSURER D : INSURER E : INSURER F :
INSURED Environmental Partners Group, LLC 1900 Crown Colony Drive, Ste 402 Quincy, MA 02169		NAIC #
INSURED Environmental Partners Group, LLC 1900 Crown Colony Drive, Ste 402 Quincy, MA 02169		APEXCOM-01

COVERAGES

CERTIFICATE NUMBER: 2047649572

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			1000065707221	7/31/2022	7/31/2023	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 25,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
OTHER:	\$								
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS5-Z51-294467-022	7/31/2022	7/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							OTHER:	\$	
A	UMBRELLA LIAB EXCESS LIAB			1000336571221	7/31/2022	7/31/2023	EACH OCCURRENCE	\$ 25,000,000	
							AGGREGATE	\$ 25,000,000	
							DED <input type="checkbox"/> RETENTION \$	\$	
							OTHER:	\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A		WC7-Z51-294467-012	7/31/2022	7/31/2023	X PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
							OTHER:	\$	
A C	Professional/Pollution Liability Contractors Equipment			1000065707221 CPP6411631	7/31/2022 7/31/2022	7/31/2023 7/31/2023	Per claim/Aggregate Leased/Rented Equip	1M/2M 325,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631; Policy Period 7/31/2022 - 7/31/2023

RE: Medfield Landfill Monitoring For Regulatory Compliance, Contract # DPW 2022-15

CERTIFICATE HOLDER

CANCELLATION

Town of Medfield Medfield Town House, 459 Main Street Medfield MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (“**Agreement**”) is entered into as of October ____, 2022 (the “**Effective Date**”), by and between Sunspire Solar LLC, a Delaware limited liability company (“**Assignor**”), and 2 Ice House Road LLC, a Massachusetts limited liability company (“**Assignee**”).

WHEREAS Assignor and Kingsbury Club Medfield, Inc. entered into two Option and Lease Agreements, related to roof space located at the property commonly known as 2 Ice House Road, Medfield, MA 02052 as further outlined in Exhibit A attached hereto, (collectively, the “**Contracts**”).

WHEREAS Assignor desires to assign, transfer and deliver the Contracts to Assignee, and Assignee desires to acquire and accept the Contracts from Assignor.

WHEREAS the Assignment of the Contracts to Assignee requires the prior consent of Kingsbury Club Medfield, Inc. and the Town of Medfield, and Kingsbury Club Medfield, Inc. and the Town of Medfield are willing to consent to the assignment and assumption of the Contracts on the following terms and conditions.

AGREEMENT

1. Consent. Subject to the terms and conditions of this Agreement, Kingsbury Club Medfield, Inc. and the Town of Medfield, by their signatures below, hereby consent to the assignment of the Contracts to Assignee.
2. Assumption and Ratification. Assignee hereby accepts and expressly assumes, undertakes and agrees to pay, perform, fulfill and discharge the obligations and liabilities of the Contracts accruing after the assignment of such to Assignee. In all other respects the terms and conditions of the Contracts are hereby ratified.
3. Subsequent Assignments. This Agreement shall not constitute a consent to any subsequent, independent third-party assignment; however, Kingsbury Club Medfield, Inc. and the Town of Medfield agree that Assignee shall be entitled to further assign the Contracts to an affiliate of (and wholly managed by) 2 Ice House, LLC, upon written notice to Kingsbury Club Medfield, Inc. and the Town of Medfield, provided that such affiliate agrees to be bound in all respects to the terms and conditions of the Contracts.
4. No Waiver. Except as explicitly set forth herein, nothing in this Agreement shall be deemed, or construed to be, a waiver by Kingsbury Club Medfield, Inc. or the Town of Medfield of any provision(s) of the Contracts.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by one of its duly authorized officers as of the date first above written.

ASSIGNEE:

2 Ice House LLC,
a Massachusetts limited liability company

Signature of
Authorized
Representative: _____

Name of
Authorized
Representative: _____

Title of
Authorized
Representative: _____

Kingsbury Club Medfield, Inc.:

Signature of
Authorized
Representative: _____

Name of
Authorized
Representative: _____

Title of
Authorized
Representative: _____

ASSIGNEE:

Sunspire Solar LLC,
a Delaware limited liability company

Signature of
Authorized
Representative: _____

Name of
Authorized
Representative: _____

Title of
Authorized
Representative: _____

Town of Medfield:

Signature of
Authorized
Representative: _____

Name of
Authorized
Representative: _____

Title of
Authorized
Representative: _____

EXHIBIT A TO ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

Option and Lease Agreement between Kingsbury Club Medfield, Inc and Sunspire Solar LLC dated March 21, 2019 for 35,000 square feet of roof space.

Option and Lease Agreement between Kingsbury Club Medfield, Inc and Sunspire Solar LLC dated March 21, 2019 for 53,000 square feet of roof space.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Agreement**”) is entered into as of October ___, 2022 (the “**Effective Date**”), by and between Sunspire Solar LLC, a Delaware limited liability company (“**Assignor**”), and 2 Ice House Road LLC, a Massachusetts limited liability company (“**Assignee**”).

WHEREAS Assignor entered into several contracts and agreements for the construction and development of a solar PV system located at 2 Ice House Road, Medfield, MA, as further outlined in Exhibit A attached hereto, (collectively, the “**Contracts**”).

WHEREAS Assignor desires to assign, transfer and deliver the Contracts to Assignee, and Assignee desires to acquire and accept the Contracts from Assignor.

AGREEMENT

1. **Assignment and Assumption.** Assignor agrees effective upon the Effective Date to hereby irrevocably transfer, convey, assign and deliver to the Assignee all of the Assignor’s right, title, benefits and interest in and to the Contracts, as amended. Assignor hereby represents and warrants that it owns the Contracts free and clear of any encumbrances and the Assignment is being made free and clear of any encumbrances unless otherwise described in the Contracts. Assignee hereby accepts and hereby assumes, undertakes, and agrees to pay, perform, fulfill and discharge the Contracts, in accordance with the terms and conditions thereof
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
3. **Further Assurances.** The Assignor agrees to execute, acknowledge and deliver, as appropriate, any and all such other and additional instruments, notices, and other documents and to perform such other acts as may be reasonably necessary to consummate the assignment of interests in accordance with the terms hereof and to evidence the conveyance by Assignor to Assignee of any and all of the rights, title, benefits and interests that Assignor holds relating to the Contracts.
4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by one of its duly authorized officers as of the date first above written.

ASSIGNEE:

2 Ice House, LLC

a Massachusetts limited liability company

Signature of

Authorized

Representative: _____

Name of

Authorized

Representative: _____

Title of

Authorized

Representative: _____

ASSIGNOR:

Sunspire Solar LLC

a Delaware limited liability company

Signature of

Authorized

Representative: _____

Name of

Authorized

Representative: _____

Title of

Authorized

Representative: _____

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT

1. The Commonwealth of Massachusetts Department of Energy Resources Preliminary Statement of Qualification for MA RPS Class I ID # SMAES_24406 dated July 20, 2020, and the associated fee-based extension dated July 19, 2022.
2. Subordination, Nondisturbance and Attornment Agreement dated June 4, 2019 by and between Sunspire Solar LLC, Kingsbury Club Medfield, Inc., and Eastern Bank, related to approximately 35,000 square feet of roof space at the property commonly known as 2 Ice House Road, Medfield, MA 02052.
3. Subordination, Nondisturbance and Attornment Agreement dated June 4, 2019 by and between Sunspire Solar LLC, Kingsbury Club Medfield, Inc., and Eastern Bank, related to approximately 53,000 square feet of roof space at the property commonly known as 2 Ice House Road, Medfield, MA 02052.

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to the Option and Lease Agreement (the "***First Amendment***") is made and entered into as of this [] day of October, 2022 (the "***Effective Date***"), by and between Kingsbury Club Medfield, Inc. ("***Lessor***"), and Sunspire Solar LLC ("***Lessee***"), sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, the Parties, or their predecessors-in-interest, entered into an Option and Lease Agreement with an effective date of March 21, 2019 (the "***Agreement***") related to approximately 53,000 square feet of roof space located at property controlled by the Lessor and commonly known as 2 Ice House Road, Medfield, MA 02052 (the "***Premises***"), and;

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree to the following:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Section 21. Section 21 is deleted in its entirety and replaced with the following:

Assignment. Lessee shall not assign any of its rights, duties or obligations under this Lease without the prior written consent of Lessor and the Town of Medfield, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent to assignment agreement with Lessee's Financing Party substantially in the form attached hereto as Exhibit E to facilitate financing of the System. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment. Notwithstanding the foregoing, Lessee may, without the prior written consent of Lessor or the Town of Medfield but with prior advance notice thereof, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Lease to any financing party, (ii) directly or indirectly assign this Lease to an affiliate of Lessee, (iii) assign this Lease to any entity through which Lessee is obtaining financing or capital for the System and (iv) assign this Lease to any person succeeding to all or substantially all of the assets of Lessee (provided that Lessee shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Lessee's obligations hereunder by the assignee in writing).

3. Exhibit D. Exhibit D to the Agreement its deleted in its entirety and replaced with Schedule 1, attached hereto.
4. Except as specifically modified by this First Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed.

5. This First Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one original, and in the event that any signature is delivered electronically via portable document format (PDF) transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such PDF signature page were an original thereof.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment effective as of the day and year first above written.

LESSOR:

Kingsbury Club Medfield, Inc.

By: _____

Name:
Title:
Date:

LESSEE:

Sunspire Solar LLC

By: _____

Name:
Title:
Date:

SCHEDULE 1

EXHIBIT D INSURANCE

The Parties shall maintain the following insurance coverages in full force and effect throughout the Term:

Lessor: (i) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence; (ii) casualty insurance for the Property with full replacement cost coverage and subject to customary deductibles. Such insurance policy (A) shall be procured on an “all-risk” basis including a contingent business interruption coverage provision, (B) shall name Lessee as an additional insured, (C) shall provide that the insurer(s) issuing such policies waive all rights of subrogation against other Persons except in the case of such Person’s willful misconduct or personal injury claims, (D) shall provide that such insurance is primary insurance with respect to the interests of Lessor and that any property insurance procured by Lessee and any Financing Party is excess and not contributory, and (E) shall provide that such policy not be cancelled, materially changed or that the limits of liability not be reduced without the insurance company endeavoring to provide thirty (30) days’ prior notice to Lessee and the Financing Party.

Lessee:

Before commencing work hereunder, Lessee shall supply Lessor duly issued certificates of insurance naming Lessee as an additional insured on a primary and non-contributory basis for ongoing and completed operations, showing in force the following insurance for general liability, automobile liability, workers compensation, and umbrella liability:

(a) Commercial General Liability including products liability and completed operations liability:

Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

(b) Automobile Liability for owned, hired, and non-owned vehicles:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

(c) Workers’ Compensation and Employers’ Liability Insurance in statutory form.

\$500,000 each accident
\$500,000 each employee
\$500,000 aggregate

(d) Umbrella Liability:

\$5,000,000 each occurrence

All such insurance, and the certificates of insurance evidencing it, shall provide that it will not be altered or cancelled except on ten (10) days written notice from the insurer to Lessor

Furthermore, such certificate(s) of insurance shall evidence that the insurance provided is primary insurance and not contributory or excess insurance as respects any insurance carried by to Lessor. Waiver of subrogation in favor of Lessor will apply to all policies. Lessee will comply with all statutes and regulations that establish safety requirements, and will cooperate with Lessor in the establishment and enforcement of safe working procedures.

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to the Option and Lease Agreement (the "***First Amendment***") is made and entered into as of this [] day of October, 2022 (the "***Effective Date***"), by and between Kingsbury Club Medfield, Inc. ("***Lessor***"), and Sunspire Solar LLC ("***Lessee***"), sometimes referred to individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, the Parties, or their predecessors-in-interest, entered into an Option and Lease Agreement with an effective date of March 21, 2019 (the "***Agreement***") related to approximately 35,000 square feet of roof space located at property controlled by Lessor and commonly known as 2 Ice House Road, Medfield, MA 02052 (the "***Premises***"), and;

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree to the following:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Section 21. Section 21 is deleted in its entirety and replaced with the following:

Assignment. Lessee shall not assign any of its rights, duties or obligations under this Lease without the prior written consent of Lessor and the Town of Medfield, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent to assignment agreement with Lessee's Financing Party substantially in the form attached hereto as Exhibit E to facilitate financing of the System. An assignment by either Party in accordance with this Section 21 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment. Notwithstanding the foregoing, Lessee may, without the prior written consent of Lessor or the Town of Medfield but with prior advance notice thereof, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Lease to any financing party, (ii) directly or indirectly assign this Lease to an affiliate of Lessee, (iii) assign this Lease to any entity through which Lessee is obtaining financing or capital for the System and (iv) assign this Lease to any person succeeding to all or substantially all of the assets of Lessee (provided that Lessee shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Lessee's obligations hereunder by the assignee in writing).

3. Exhibit D. Exhibit D to the Agreement its deleted in its entirety and replaced with Schedule 1, attached hereto.
4. Except as specifically modified by this First Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed.

5. This First Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one original, and in the event that any signature is delivered electronically via portable document format (PDF) transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such PDF signature page were an original thereof.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment effective as of the day and year first above written.

LESSOR:

Kingsbury Club Medfield, Inc.

By: _____

Name:
Title:
Date:

LESSEE:

Sunspire Solar LLC

By: _____

Name:
Title:
Date:

SCHEDULE 1

EXHIBIT D INSURANCE

The Parties shall maintain the following insurance coverages in full force and effect throughout the Term:

Lessor: (i) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence; (ii) casualty insurance for the Property with full replacement cost coverage and subject to customary deductibles. Such insurance policy (A) shall be procured on an “all-risk” basis including a contingent business interruption coverage provision, (B) shall name Lessee as an additional insured, (C) shall provide that the insurer(s) issuing such policies waive all rights of subrogation against other Persons except in the case of such Person’s willful misconduct or personal injury claims, (D) shall provide that such insurance is primary insurance with respect to the interests of Lessor and that any property insurance procured by Lessee and any Financing Party is excess and not contributory, and (E) shall provide that such policy not be cancelled, materially changed or that the limits of liability not be reduced without the insurance company endeavoring to provide thirty (30) days’ prior notice to Lessee and the Financing Party.

Lessee:

Before commencing work hereunder, Lessee shall supply Lessor duly issued certificates of insurance naming Lessee as an additional insured on a primary and non-contributory basis for ongoing and completed operations, showing in force the following insurance for general liability, automobile liability, workers compensation, and umbrella liability:

(a) Commercial General Liability including products liability and completed operations liability:

Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

(b) Automobile Liability for owned, hired, and non-owned vehicles:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

(c) Workers’ Compensation and Employers’ Liability Insurance in statutory form.

\$500,000 each accident
\$500,000 each employee
\$500,000 aggregate

(d) Umbrella Liability:

\$5,000,000 each occurrence

All such insurance, and the certificates of insurance evidencing it, shall provide that it will not be altered or cancelled except on ten (10) days written notice from the insurer to Lessor

Furthermore, such certificate(s) of insurance shall evidence that the insurance provided is primary insurance and not contributory or excess insurance as respects any insurance carried by to Lessor. Waiver of subrogation in favor of Lessor will apply to all policies. Lessee will comply with all statutes and regulations that establish safety requirements, and will cooperate with Lessor in the establishment and enforcement of safe working procedures.



**TOWN OF
MEDFIELD**
Office of the
**BOARD OF
SELECTMEN**

Board of Selectmen
Gustave H. Murby, Chair
Osler L. Peterson, Clerk
Eileen Murphy, Member

TOWN HOUSE, 459 MAIN
STREET
MEDFIELD,
MASSACHUSETTS 02052-0315
(508) 906-3011 (phone)
(508) 359-6182 (fax)

Kristine Trierweiler

Town Administrator

Frank Gervasio

Assistant Town Administrator

December 6, 2022

Historic Preservation Fund
Save America's Treasures Preservation Grants
Department of the Interior
National Park Service
1849 C Street, NW
Washington, DC 20240

To whom it may concern:

We, the Medfield Board of Selectmen, representing the Town of Medfield as the owner of the subject property located at the former Medfield State Hospital campus, 45 Hospital Road, Medfield, MA 02052 hereby grant permission to the Cultural Alliance of Medfield (DBA Bellforge Arts Center) to:

- complete the project and renovations as outlined in this grant application;
- submit this application for financial support of this project; and
- commit to the historic preservation of the subject property

The subject property consists of buildings 24 and 25 (formerly the Chapel and Infirmary) and is located on the grounds of the former Medfield State Hospital campus.

Sincerely,

Town of Medfield Board of Selectmen



Date _____, 2022

Eversource
Attn: Brett Jacobson/Ryan Boyd
247 Station Avenue, SW340
Westwood, MA 02090
Brett.Jacobson@eversource.com/Ryan.Boyd@Eversource.com

Re: Notice of Consent to Assignment of Interconnection Service Agreement
Eversource Project Number: 4589421, Medfield DPW, 17 Dale St., Medfield, MA 02052

Dear Mr. Jacobson/Mr. Boyd,

This letter (this "Consent"), dated and effective as of the above date (the "Effective Date") is intended as notice to Eversource Electric ("Eversource") of, and request for consent of Eversource to, the assignment by Town of Medfield, a municipality, with offices at 459 Main Street, Medfield, MA 02052 ("Assignor") of all of Assignor's rights, obligations, title, and interest in and to the Interconnection Service Agreement, dated as of April 12, 2021, by and between Eversource and Assignor, as Interconnecting Customer (the "ISA"), and all of the applications and reports made, and studies performed relating to the ISA (collectively, together with the ISA, the "Interconnection Documents"), all relating to the electric generating facility to be located at 17 Dale Street, Medfield, MA 02052 as described in the ISA (the "Facility") to Solect Energy Development LLC, a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Assignee").

Assignor hereby requests that Eversource consent to the assignment of the Interconnection Documents in accordance with Section 9 of the ISA and, in connection therewith, Assignor and Assignee each hereby represent and warrant to Eversource that, by virtue of that certain Assignment and Assumption Agreement, dated _____, 2022, from Assignor to Assignee (the "Assignment Agreement"), Assignee has accepted and acquired all of Assignor's full right, title and interest in and to the Interconnection Documents and has assumed all obligations of the ISA, thereby discharging Assignor of any liability or obligations related thereto. Assignee hereby unconditionally covenants and agrees with Eversource, without any exception, including, without limitation, any exception for any contrary terms in the Assignment Agreement or any limitations as between or among the parties to the Assignment Agreement, (i) that it shall replace Assignor for all intents and purposes with respect to the Interconnection Documents and has assumed, and shall observe and perform, all of Assignor's obligations, covenants and duties, and fully discharge all of Assignor's liabilities, under the Interconnection Documents in accordance with the terms thereof, and (ii) to be bound by all of the terms and conditions of the Interconnection Documents, and the terms and conditions of Eversource's Interconnection Tariff, M.D.P.U. No. 2128, as it may be amended from time to time.



Assignor and Assignee acknowledge and agree that neither the Assignment Agreement nor this Consent creates any additional obligations or liabilities on the part of Eversource, and that neither the Assignment Agreement nor this Consent amends, waives, modifies or alters the Interconnection Documents or any of Eversource's rights thereunder, other than to substitute Assignee's performance in all respects for that of Assignor in connection with the Interconnection Documents. Notwithstanding any agreements to the contrary between the parties to the Assignment Agreement, Assignee understands and agrees that as between Eversource and Assignee the assignment and assumption and the performance of Assignee's obligations under the Interconnection Documents all shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Each of Assignor and Assignee represent and warrant that the person signing on its behalf is duly authorized to bind it to the representations, warranties, covenants and agreements made herein.

Agreed to and accepted by Assignor and Assignee this _____ day of _____, 2022.

ASSIGNOR:

Town of Medfield

By: _____
Name:
Title:

ASSIGNEE:

Solect Energy Development LLC

By: _____
DocuSigned by:

James R. Dumas
ED1005533B8C4BB...
Chief Financial Officer and an Authorized Signatory



Eversource hereby consents to the assignment of the Interconnection Documents by Assignor to Assignee under the Assignment Agreement and, as of the Effective Date, hereby releases Assignor from the performance, satisfaction, and discharge of any liability or obligation under the Interconnection Documents which arises on or after the Effective Date as contemplated herein, this ____ day of _____, 2022.

Eversource Electric

By:

Name: [_____]
Its [_____], duly authorized

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment and Assumption Agreement”), dated as of _____, 2022 (the “Effective Date”), by and between Town of Medfield, a municipality (“Assignor”) and Solect Energy Development LLC, a Massachusetts limited liability company (“Assignee”).

WHEREAS, on or about April 12, 2021, Assignor and NSTAR Electric d/b/a Eversource Energy, a Massachusetts corporation (“Utility”), entered into an Exhibit G – Interconnection Services Agreement (the “ISA”) concerning the parallel operation of a solar photovoltaic distributed generation system located at 17 Dale St, Medfield, MA 02052 (the “Project”) with Utility’s electric power system, a copy of which ISA is attached hereto as Exhibit A;

WHEREAS, Section 9 of the ISA permits assignment of the ISA with the written consent of Utility.

NOW THEREFORE, payment of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the date below, Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in, to and under the ISA, together with any pending or issued permits and approvals relating to the Project (collectively the “Assigned Interests”), to have and to hold the same unto Assignee and its successors and assigns from and after the date hereof subject to the covenants, conditions and provisions therein provided. Assignee hereby assumes and hereafter shall pay, discharge and perform if and when due, and to the extent not paid, performed or discharged prior to the date hereof, all liabilities and obligations of the Assignor under the Assigned Interests.
2. This Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.
3. This Assignment and Assumption shall not enlarge any rights of third parties under the ISA.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment and Assumption Agreement under seal effective as of the date first written above.

ASSIGNOR:

Town of Medfield

By: _____
Name: _____
Title: _____

ASSIGNEE:

Select Energy Development LLC

By: 

James R. Dumas
Chief Financial Officer and an Authorized Signatory

EXHIBIT A

ISA

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit G - Interconnection Service Agreement

1. Parties. This Interconnection Service Agreement ("Agreement"), dated as of **04-12-2021** is entered into, by and between **NSTAR Electric d/b/a Eversource Energy**, a Massachusetts corporation with a principal place of business at **247 Station Drive, Westwood, MA 02090** (hereinafter referred to as the "Company"), and **Town of Medfield** a corporation with a principal place of business at **459 Main St, Medfield, MA, 02052** ("Interconnecting Customer"). (The Company and Interconnecting Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference. **WO# 4589421 (200 kW AC)**.
2. Basic Understandings. This Agreement provides for parallel operation of an Interconnecting Customer's Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **17 Dale St, Medfield, MA, 02052 Acct# 2902-307-0013**. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company's Retail Customer, attached as Exhibit H to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement. If neither the Interconnecting Customer nor the Customer is the Landowner of the property where the Facility is sited, a Landowner Consent Agreement, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement, unless the Company, in its sole discretion, waives this requirement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized ("Authorization Date").

3. Term. This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. Termination.
 - 4.1. This Agreement may be terminated under the following conditions.
 - 4.1 a) The Parties agree in writing to terminate the Agreement.
 - 4.1 b) The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

- 4.1 c) The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
- 4.1 d) The Company may terminate this Agreement if the Interconnecting Customer either:
 - (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.
- 4.1 e) The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.
- 4.2. Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.
- 4.3. Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing. If the Interconnection Service Agreement is signed prior to a Detailed Study (if applicable), the System Modifications construction schedule from the Detailed Study when finalized shall be deemed a part of the signed Interconnection Service Agreement.
5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 3 of this Agreement and any approved cost increases pursuant to the terms of the Interconnection Tariff. Interconnecting Customers shall not be required to pay any costs related to Company infrastructure upgrades or System Modifications upon execution of the Interconnection Service Agreement (or once the Interconnecting Customer receives the construction schedule). Interconnecting Customers shall have 120 Business Days from the date of execution of an Interconnection Service Agreement to pay 25 percent of those costs; if an Interconnecting Customer pays such cost within the 120 Business Day Time Frame, the Interconnecting Customer shall have an additional 120 Business Days from the date of first payment to pay the remainder of the costs. If the system modifications exceed \$25,000, the Interconnecting Customer is eligible for a payment plan, including a payment and construction schedule with milestones for both parties, and any such payment plan shall be set forth in Attachment 3. The payment plan may include

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

a payment schedule different than the 120 Business Day payment schedule requirements set forth in this paragraph above.

Construction estimates are valid for 60 Business Days from when they are delivered to the Interconnecting Customer. If an Interconnecting Customer payment is not received within 60 Business Days of receiving the Interconnection Service Agreement in the Expedited Process, or the Impact Study in the Standard Process, the Company has the right to reassess construction costs and Time Frames. In the event that the Interconnecting Customer fails to pay the Company within the Time Frame required by this provision, the Company will require the Interconnecting Customer to reapply for interconnection. Further, any fees paid will not be refunded. The construction schedule will commence once the Interconnecting Customer's financial payment has been made in full or as otherwise provided in Attachment 3. The Company's obligation to the construction schedule (as it appears in either the Interconnection Service Agreement or the Detailed Study, if the Interconnecting Customer has opted to sign the Interconnection Service Agreement without a Detailed Study) begins on the next Business Day after the Company receives full payment for such construction or as otherwise provided in Attachment 3.

5.1. Cost or Fee Adjustment Procedures.

The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Interconnecting Customers who elected to execute an Interconnection Services Agreement following the completion of the Impact Study but prior to the commencement of any required Detailed Study, pursuant to Section 3.4(g) of the Interconnection Tariff, shall be responsible for any System Modifications costs, ±25%, as identified by the Company in the Impact Study. All costs that exceed the above caps will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) Business Days of the Company's notice of increase, authorize such increase and make payment in the amount up to the above caps, or the Company will suspend the work and the corresponding agreement will terminate.

5.2. Final Accounting.

An Interconnecting Customer may request a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this Agreement for the actual cost of the

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the

Company under the Interconnection Service Agreement for such System Modifications within 120

Business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement. Upon receipt of such a request from an Interconnecting Customer, the Company shall have 120 Business days to provide the requested final accounting report to the Interconnecting Customer. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 Business Days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) Business Days of the provision of such final accounting report.

6. Operating Requirements.

6.1. General Operating Requirements.

Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of this Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2. No Adverse Effects; Non-interference.

Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3. Safe Operations and Maintenance.

Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4. Access.

The Company shall have access to the disconnect switch of the Facility at all times.

6.4 a) Company and Interconnecting Customer Representatives.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4 b) Company Right to Access Company-Owned Facilities and Equipment.

If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require. In addition to any rights and easements required by the Company in accordance with the above provision, the Interconnecting Customer shall obtain an executed Landowner Consent Agreement (Exhibit I) from the Landowner, unless the Company, in its sole discretion, waives this requirement.

6.4 c) Right to Review Information.

The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1. Temporary Disconnection

7.1 a) Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

- 7.1 b) Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.
- 7.1 c) Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.
- 7.1 d) Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other Customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.
- 7.1 e) Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1 f) **Re-connection.** Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2. Permanent Disconnection.

The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2 a) The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

8. **Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the

Interconnection Tariff.

9. **Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

10. **Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

11. Insurance Requirements.

11.1. General Liability.

- 11.1 a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i) Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii) Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii) One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv) Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for as provide below in subsection 11.1(b).
- 11.1 b) Pursuant to 220 CMR §18.03(2), no insurance is required for Interconnecting Customers with facilities eligible for Class 1 Net Metering (facilities less than or equal to sixty (60) kW. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1 c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1 d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

asserted against the Company (hereinafter known as “Owners Protective Liability”). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and “Named Insured” under the policy.

11.1 e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

11.1 f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the “Governmental Entity”) is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.

11.1 g) Notwithstanding the requirements of section 11.1(a) through (f), insurance for certain Governmental Entity facilities may be provided as set forth in section 11.1(g)(i) and (ii) below. Nothing herein changes the provision in subsection 11.1(a)(iv) that exempts Class I Net Metering facilities (less than or equal to 60 kW) from the requirement to obtain insurance. In addition, nothing shall prevent the Governmental Entity from obtaining insurance consistent with the provisions of subsection 11.1(a) through (f), if it is able and chooses to do so.

- i) For solar photovoltaic (PV) facilities with a Gross Nameplate Rating in excess of 60 kW up to 500 kW, the Governmental Entity is not required to obtain liability insurance. Any liability costs borne by the Company associated with a third-party claim for damages in excess of the claims limit of the Massachusetts Tort Claims Act, M.G.L. c. 258, and market-based premium-related costs, if any, borne by the Company associated with insurance for such third-party claims shall be recovered annually on a reconciling basis in Company rates in a manner that shall be reviewed and approved by the Department.
- ii) For (a) PV facilities with a Gross Nameplate Rating in excess of 500 kW up to 5 MW, (b) wind facilities with a Gross Nameplate Rating in excess of 60 kW up to

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

5 MW, and (c) highly efficient combined heat and power facilities with a Gross Nameplate Rating of in excess of 60 kW up to 5 MW, the Governmental Entity is not required to obtain liability insurance, subject to the requirements of the following paragraph.

The Company shall either self-insure for any risk associated with possible third-party claims for damages in excess of the Massachusetts Tort Claims Act limit, or obtain liability insurance for such third-party claims, and the Company is authorized to charge and collect from the Governmental Entity its pro-rata allocable share of the cost of so doing, plus all reasonable administrative costs. The coverage and cost may vary with the size and type of facility, and may change (increase or decrease) over time, based on insurance market conditions, and such cost shall be added to, and paid for as part of the Governmental Entity's electric bill.

11.2. Insurer Requirements and Endorsements.

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of at least "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3. Evidence of Insurance.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications, and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4. Self Insurance.

If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

- 11.5. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Eversource

Attention: DG Group, SW 340

12. Indemnification. Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
13. Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
14. Amendments and Modifications. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
15. Permits and Approvals. Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Interconnecting Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

16. Force Majeure. For purposes of this Agreement, "Force Majeure Event" means any event:

- a) that is beyond the reasonable control of the affected Party; and
- b) that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

17. Notices.

17.1. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) Business Days after being sent by certified mail, e-mail or fax with confirmation of receipt to the person specified below:

If to Company:	Name Eversource Attention: DG Group, SW340 Email: ryan.boyd@eversource.com
If to Interconnecting Customer:	Name: Town of Medfield Attention: Nicholas Milano Address: 459 Main Street City: Medfield, MA, 02052 Phone: 508-906-3009 Email: mmilano@medfield.net

17.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

17.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, email addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies.

18.1. Defaults. Any one of the following shall constitute "An Event of Default."

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

- i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, and such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2. **Remedies.** Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a) Continue to perform and enforce this Agreement;
 - b) Recover damages from the defaulting Party except as limited by this Agreement;
 - c) By written notice to the defaulting Party terminate this Agreement;
 - d) Pursue any other remedies it may have under this Agreement or under applicable law or in equity.
19. **Entire Agreement.** This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.
20. **Supercedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

21. **Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
22. **Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. **Counterparts.** This Agreement may be signed in counterparts.
24. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto.
Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. **Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
26. **Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
27. **Signatures.**

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Interconnecting Customer	Company
By: 	By: 
Name: Kneshire Trierweiler	Name: Zachary Tedford
Title: Teller Administrator	Title: Account Executive
Date: 4/7/2021	Date: 04-12-2021

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

The following attachments will be included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling

Attachment 2: Description of System Modifications

Attachment 3: Costs of System Modifications and Payment Terms

Attachment 4: Special Operating Requirements, if any

Attachment 1

Description of facility and Point of Common Coupling (One Line)

Attachment 2

Description of System Modifications

The interconnection of this distributed generation application is queued behind other applicants which may require system upgrades to the Eversource system, and the cost for those upgrades has been included as a requirement in their respective Interconnection Services Agreement(s).

If a prior applicant should dequeue or withdraw for any reason, the system conditions permitting the interconnection of succeeding applicant(s) may change. Upon the withdrawal of previously queued applicants, succeeding applicant(s) may become responsible some or all of the system upgrades that were required for the prior applicants, and Eversource may have to reassess system conditions to determine if the applicant currently under study would trigger the same upgrades

If you are planning to participate in the Net Metering Program three configurations pursuant to which paired systems are eligible to participate in the net metering program:

- (1) *the ESS charges only from the net metering facility and cannot export*
- (2) *the ESS charges only from the net metering facility and can export*
- (3) *the ESS charges either from the grid or the net metering facility and cannot export*

The Department also sets forth certain other requirements related to the eligibility of paired systems to net meter and a process through which the host customer of a paired system must self-certify compliance with all net metering rules and regulations. Including inadvertent export which is defined as “the unscheduled and uncompensated export of real power from a generating facility for a limited duration, not to exceed 30 seconds.”

All metering must comply with Eversource Bluebook Standards, specifically regarding hot sequence and cold sequence.

The following upgrades are currently required for this DG Interconnection Application:

- N/A

Attachment 3
Cost of System Modifications and Payment Terms

The **Eversource** cost summary is shown below:

Project Cost / Fees: Project Work Order Number **4589421**

The enclosed total cost of **\$0 (+/- 25%)** regarding Project Work Order Number **4589421**, must all be paid in full to move the project forward into construction.

Eversource's and the Applicant will mutually agree upon a construction schedule which will take be required to consider inclement weather and customer outages for completion. This will be established upon the **Eversource** construction final design. Note: For customers with multiple projects, **Eversource** will require a priority listing of those projects and timeframe for completion to sufficiently order materials and to determine the projected construction schedule.

The following check off items will be required, prior to commencement of system modifications and construction:

- Payment in full prior to beginning of any construction work by **Eversource**
- Approved final electrical wiring inspection - 888-NEED PWR (888-633-3797)
- Approved final customer relay/protection settings for Recloser, if applicable
- Signed easement and/or rights documents, if applicable
- Verizon (pole set) areas or towns must be completed prior to **Eversource** modifications. *For clarity purposes this may include additional time and cost and should be completed prior to construction*
- Signed agreements to operate within **Eversource** Right-of-Ways, if applicable
- All Required Closeout Documents per Checklist

Your Witness Test for Final Commissioning can then take place once you have completed the check-off steps as part of the Interconnection Agreement and that the solar array is connected (energized) to **Eversource**'s distribution system.

Please mail your payment, made payable to **Eversource** as shown below. Please reference the **Eversource** Electric Work Order # **4589421** on the check. This cost is valid for Ninety (90) calendar days from the date of this letter. Note: the customer is responsible for all costs on private property.

Upon the 1st payment **Eversource will then schedule the final engineering and design to be completed. This may take up to 2 – 3 months for review and approval based on the complexity of the Work Order.**

Eversource

**ATTN: DG Group, WO# 4589421
247 Station Dr, SW340
Westwood, MA 02090-9230**

Attachment 4
Special Operating Requirements

General Clause:

The Customer acknowledges and agrees to certain operating constraints required by the Company so that its Facility does not adversely affect the Company's electric power system or the quality of power delivered by it.

General Off-unity power factor operation (for facilities of 500kW or greater):

The Customer's Facility must be capable of operating at power factors within +/-0.95, and the Customer must adjust the Facility's control parameters to output at power factors within that range at the request of the Company in order to mitigate voltage deviations or other power quality phenomenon on the circuits that interconnect the Facility. Any such requests will be issued to the Customer in writing. The Company may consult with the Customer in order to determine a control methodology that will provide adequate mitigation that is consistent with the control capabilities of the Facility and are of least impact to the Customer; however, the requirements will ultimately be determined at the sole discretion of the Company. Should the Company determine that the Customer is operating its Facility contrary to this requirement; the Company will disconnect the Facility and will not allow re-connection until the Company is satisfied that the customer has implemented appropriate changes to its controls and/or settings to achieve the required performance.

Inverters must have adjustable power factor. The Company has the right to go back and request off unity output from the DG interconnection.

This facility will be tripped offline via an Eversource recloser when the normal electrical Feed is not in operation. This includes when the area is fed from another feeder which is not the normal electrical feed. The facility will not be allowed on-line until the normal electrical feed is restored to service.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2022-11

STATE CONTRACT # (if applicable) _____

This Contract is made this 6th day of December, 2022 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 ENE Systems, Inc. having a usual place of business at 480 Neponset St. Suite 11D, Canton, MA 02021, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform Security Medfield Town Hall - 4 Doors Card Access, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Scope of Services and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish Town Hall Door Access Card 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. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: December 6, 2022 through December 31, 2023.
6. 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.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the Information Technology and Security Systems industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability, and Professional 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.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the

Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

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

c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

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

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

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____, does hereby certify under the pains and penalties of perjury that

_____, has paid all
name of contractor

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

Signature

Date

Attachment A



Security Medfield Town Hall - Rev 2 4

Doors DMP Card Access

Proposal # 6835-6-0

Proposal Issued: 11/1/2022

Proposal Valid To: 12/1/2022

Proposal for:
Medfield Town Hall
Eoin O'corcora
459 Main St
Medfield, MA 02052

Prepared by:
Tom Lennon
Account Executive
(781) 332-0237
tlennon@enesystems.com

Client Information

Customer Name: Medfield Town Hall

Site:

Medfield Town Hall
459 Main St
Medfield, MA 02052

Billing:

Medfield Town Hall
459 Main St
Medfield, MA 02052

Contact:

Eoin O'corcora
(508) 740-3090
Eocorcora@Medfield.Mec.Edu

Scope of Work

G Level Main Door Cabling and Locks:

ENE to provide install label and terminate composite cabling from this door back to closest IDF closet with Access control panel. *if door frames are solid, wire molding to be installed to conceal cabling to each device at door way

ENE to provide install and program new electrified locking hardware. Door is a Yale 7000 Series.

G Level side parking lot Door Cabling and Locks:

ENE to provide install label and terminate composite cabling from this door back to closest IDF closet with Access control panel. *if door frames are solid, wire molding to be installed to conceal cabling to each device at door way

ENE to provide install and program new electrified locking hardware. Door is a Yale 7000 Series.

Side Back Ext Door Cabling and Locks

ENE to provide install label and terminate composite cabling from this door back to closest IDF closet with Access control panel. *if door frames are solid, wire molding to be installed to conceal cabling to each device at door way

ENE to provide install and program new electrified locking hardware. Door is a Yale 7000 Series.

Main Front Door Cabling and Locks

ENE to provide install label and terminate composite cabling from this door back to closest IDF closet with Access control panel. *if door frames are solid, wire molding to be installed to conceal cabling to each device at door way

ENE to provide install and program new electrified locking hardware. Door is a Yale 7000 Series.

DMP Access Control Parts and Controller Boards

ENE to provide install and program (1) DMP 4 Door Access control panel. 4 out of the 4 door slots will be used in this project. ENE to program each of the 4 doors into new access control panel. ENE to assist with card access database creation. ENE to provide back up batteries for access control panel incase of power failure. back up battery is estimated to provide about 4 hours of batteries life if building loses power.

ENE to provide install and program card readers on each of the 4 doors and door contacts on each of the 4 doors.

ENE to setup and program Advanced reporting features on DMP virtual keypad.

Customer to provide workstation for programming card access software database and rules.

DMP software is a Webclient and can be accessed from network capable device.

ENE to assist with user login of Virtual Keypad Client

This system requires an annual door fee. Based on design 4 door system will charge \$150 annually.

Investment

Card Access 4 Doors Town Hall				\$25,448.00
QTY	Manufacture	Part #	Description	
4	ENE Systems	Miscellaneous Part	Door Device Connectors	
1	ENE Systems	PIPE	PIPE	
2	Windy City Wire	4461030-671	Cable, 4Element, Composite, Yellow	
4	Locking Hardware	Yale 7000 Series 311N Conversion Kit	Yale 7000 Series 311N Rim Strike	
1	Bosch Security Systems	ISN-CSD70-W-265	3/4" STUBBY RECESSED CONTACT WHITE	
1	Tri-ed	TRI-BD127	12vdc 7ah Backup Battery	
1	DMP	XR150DNL-G	142 ZONES, DIALER/NETWORK, 350 GRAY ENCLOSURE, 50 VA TRANSFORMER	
4	DMP	734	ACCESS CONTROL MODULE, OSDP OR WIEGAND	
4	DMP	P-300-H-A	CASCADE PROXIMITY READER	
				Equipment Subtotal
				\$10,868.00
				Labor Subtotal
				\$14,660.00
				Card Access 4 Doors Town Hall SubTotal
				\$25,448.00

Annual Virtual Keypad Door Fee				\$150.00
QTY	Manufacture	Part #	Description	
1	ENE Systems	Annual Door Fee	Door Fee - 4 Doors	
				Annual Virtual Keypad Door Fee SubTotal
				\$150.00

Financial Summary		
Total Proposal Amount		\$25,598.00
<i>Note: This proposal is valid for 30 days</i>		

Acceptance of Quote / Proposal

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Terms & Conditions

Version 2.00 May 2022

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of ENE SYSTEMS Inc. ("ENE") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of ENE. The parties agree to be bound by the following terms and conditions.

Section 1. Quotations & Acceptance: Buyer may accept the quotation by signing and returning a copy to ENE or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, ENE hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by ENE in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. ENE assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, ENE assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

Section 2. Pricing & Payment: The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on ENE's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide ENE a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.

Invoicing will be 30% prepayment followed by monthly progress billing. All invoices will be due net 30. If Customer is overdue in any payment, ENE shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse ENE costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

ENE reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, ENE may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect ENE's security interest in the goods. At ENE's request, Buyer will execute any necessary instrument to perfect ENE's security interest. A 3% processing fee will be assessed to any credit card payment.

Annual contract agreements automatically renew after the first year and may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.

Section 3. Access and Overtime: This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding ENE's holidays). If Buyer requests ENE to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If ENE's work is to be performed on the project site, Buyer will afford unrestricted access to ENE and its employees and agents to all work areas.

Section 4. Damage or Loss to Equipment: In the case of equipment not to be installed by or under supervision of ENE, ENE shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of ENE, ENE shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by ENE, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of ENE, Buyer agrees to promptly pay or reimburse ENE an amount equal to the damage or loss which ENE incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

Section 5. Delays: Buyer shall prepare all work areas so as to be acceptable for ENE's work required hereunder. Buyer acknowledges that the contract sum is based upon ENE being able to perform the work in an orderly and sequential manner, as ENE so determines. If ENE's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to ENE for all increased costs and damages which ENE incurs as a result thereof. Furthermore, if ENE is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond ENE's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

Section 6. Warranty & Coverage. Warranty for new equipment ENE Systems provides the following warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted;
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that ENE shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided ENE is notified in writing of any defect within the Warranty Period. Any equipment or products installed by ENE in the course of performing the work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ENE hereby assigns to Customer without recourse to ENE. Upon request of Customer, ENE will use all reasonable efforts to assist Customer in enforcing any such third-party

warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ENE, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Equipment Coverage in the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for reasonable expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its discretion, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost.

Section 7. Limitation of Liability:

In no event will ENE's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL ENE BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF ENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

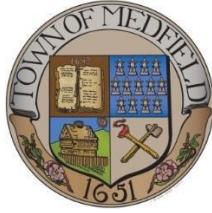
Section 8. Laws and Permits: ENE shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

Section 9. Disputes: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights ENE may have under construction mechanic or materialmen lien laws. ENE shall have the right to suspend affected services pending resolution of disputes.

Section 10. Insurance: The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by ENE for insurance afforded by others.

Section 11. Clean Up: ENE agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge ENE for any costs or expenses for clean up or otherwise without prior written notice and ENE's written consent.

Section 12 Changes: Move Add Change Delete (MACD) - If the system or software is modified, changed or altered, or if any equipment is added or removed within the premises or to other premises, ENE Systems, Inc., at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # Medfield 2022-12

STATE CONTRACT # (if applicable) _____

This Contract is made this 6th day of December, 2022 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 ENE Systems, Inc. having a usual place of business at 480 Neponset St. Suite 11D, Canton, MA 02021, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform Upgrade Video Service System Server at the Public Safety Building, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

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

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's Scope of Services and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish Upgrade Video Server 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. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: December 6, 2022 through December 31, 2023.
6. 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.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the Information Technology and Security Systems industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability, and Professional 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.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the

Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

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

c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

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

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

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____, does hereby certify under the pains and penalties of perjury that

_____, has paid all
name of contractor

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

Signature

Date

Attachment A



Medfield PD Security – Upgrade Video Security System – Genetec Server Proposal # 6978-3-0

Proposal Issued: 11/1/2022

Proposal Valid To: 12/1/2022

**Proposal for:
Medfield Police Department
Eoin O'Corcora
112 North St
Medfield, MA 02052**

**Prepared by:
Tom Lennon
Account Executive
(781) 332-0237
tlennon@enesystems.com**

Client Information

Customer Name: Medfield Police Department

Site:

Medfield Police Department
112 North St
Medfield, MA 02052

Billing:

Medfield Police Department
112 North St
Medfield, MA 02052

Contact:

Eoin O'Corcora
eocorcora@email.medfield.net

Scope of Work

ENE to provide install and program (1) one new video server with a five year warranty to replacement end of life, inadequate, failing video server. Server calculation based on providing at least 90 days of continuous recording for all existing (78) seventy-eight cameras.

Specs on Video server include: Assurance 12 Bay, 4210R, Dual OS, 4xGbE, 5yr NBDOS, 160TB SATA, 16GB E-RD, Ser19 (16C), Raid 6

With new Server installation the video management software will be updated with state-of-the-art Genetec Stream vault software. Seventy-eight (78) cameras licenses included to allow for all existing (78) seventy-eight cameras to be cutover and added to new server.

ENE to work with POC from Police department to program VMS user interface preferences.

ENE to integrate existing Louroe audio recording devices in each of the cells and interview rooms at the police department into the new Genetec Video management system. ENE assumes existing equipment is in good working condition, ENE to evaluate the existing equipment and if anything needs replacement ENE will notify Town/PD Main POC.

ENE to provide and program web clients for Police command center existing computers to ensure all cameras can be viewable from command center.

End user to provide desire number of logins, ENE to program up to a max of 10 user logins.
ENE to provide user to training to authorized personnel.

- *All existing network infrastructure is assumed to be in good working conditions and suitable to reuse. At the time of installation, the network infrastructure will be evaluated, and ENE will provide recommendation if anything should need attention.*

Investment

Video Server Upgrade and Full Camera Licensing on Genetec Professional Package				\$49,980.00
QTY	Manufacture	Part #	Description	
1	Genetec	A1210-160T-M1.0-S1-R6	Assurance 12 Bay, 4210R, Dual OS, 4xGbE, 5yr NBDOS, 160TB SATA, 16GB E-RD, Ser19 (16C), Raid 6	
78	Genetec	GSC-Om-P-1C	1 camera connection	
1	Genetec	GSC-Base-P	Genetec Security Center Base Professional Package. Synergis Professional: 2 Access Managers, Remote Security Desk, and Badge Designer. Omnicast Professional: Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking	
78	Genetec	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera – 1 year	
				Equipment Subtotal
				\$43,960.00
				Labor Subtotal
				\$6,020.00
Video Server Upgrade and Full Camera Licensing on Genetec Professional Package SubTotal				\$49,980.00

Financial Summary

Total Proposal Amount **\$49,980.00**
Note: This proposal is valid for 30 days

Acceptance of Quote / Proposal

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Terms & Conditions

Version 2.00 May 2022

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of ENE SYSTEMS Inc. ("ENE") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of ENE. The parties agree to be bound by the following terms and conditions.

Section 1. Quotations & Acceptance: Buyer may accept the quotation by signing and returning a copy to ENE or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, ENE hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by ENE in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. ENE assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, ENE assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.

Section 2. Pricing & Payment: The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on ENE's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide ENE a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.

Invoicing will be 30% prepayment followed by monthly progress billing. All invoices will be due net 30. If Customer is overdue in any payment, ENE shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse ENE costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

ENE reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, ENE may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect ENE's security interest in the goods. At ENE's request, Buyer will execute any necessary instrument to perfect ENE's security interest. A 3% processing fee will be assessed to any credit card payment.

Annual contract agreements automatically renew after the first year and may be terminated after its initial term or any subsequent anniversary by either party by giving written notice to the other party a minimum of 30 days prior to the anniversary date.

Section 3. Access and Overtime: This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 3:30 p.m., Monday through Friday, excluding ENE's holidays). If Buyer requests ENE to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If ENE's work is to be performed on the project site, Buyer will afford unrestricted access to ENE and its employees and agents to all work areas.

Section 4. Damage or Loss to Equipment: In the case of equipment not to be installed by or under supervision of ENE, ENE shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of ENE, ENE shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by ENE, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of ENE, Buyer agrees to promptly pay or reimburse ENE an amount equal to the damage or loss which ENE incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

Section 5. Delays: Buyer shall prepare all work areas so as to be acceptable for ENE's work required hereunder. Buyer acknowledges that the contract sum is based upon ENE being able to perform the work in an orderly and sequential manner, as ENE so determines. If ENE's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to ENE for all increased costs and damages which ENE incurs as a result thereof. Furthermore, if ENE is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond ENE's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

Section 6. Warranty & Coverage. Warranty for new equipment ENE Systems provides the following warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted;
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that ENE shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided ENE is notified in writing of any defect within the Warranty Period. Any equipment or products installed by ENE in the course of performing the work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which ENE hereby assigns to Customer without recourse to ENE. Upon request of Customer, ENE will use all reasonable efforts to assist Customer in enforcing any such third-party

warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ENE, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Equipment Coverage in the event ENE Systems, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond the control of ENE Systems, Inc., the customer shall reimburse ENE Systems, Inc. for reasonable expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the contracted rates for performing such service. If equipment becomes non-repairable due to unavailability of replacement parts, ENE Systems, Inc., at its discretion, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, ENE Systems, Inc. will assist the owner in replacing the equipment at an additional cost

Section 7. Limitation of Liability:

In no event will ENE's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL ENE BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF ENE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8. Laws and Permits: ENE shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

Section 9. Disputes: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights ENE may have under construction mechanic or materialmen lien laws. ENE shall have the right to suspend affected services pending resolution of disputes.

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Section 11. Clean Up: ENE agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge ENE for any costs or expenses for clean up or otherwise without prior written notice and ENE's written consent.

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Informational



November 18, 2022

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2022, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee.

Enclosed are the notices customers will receive within their bill starting November 20, 2022. We know you may have questions about these changes. If I can be of any further assistance, please don't hesitate to contact me via email at patrick_shearns@comcast.com.

Sincerely,
Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs

Enclosures: Customer Notices

xfinity



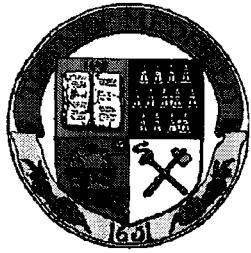
Fios® TV Programming Change

On or after December 1, 2022, the owners of Afroainment (ch. 265) and African Box Office (ABO) (ch. 266) are discontinuing these networks and they will no longer be included in the African Pack plus Noire TV package. This TV package will continue to be available and will include Noire TV Box Office On Demand and Noire TV programming (ch. 269) for \$3.99 per month.



Fios® TV Programming Change

On or after December 31, 2022, CEEN – a Caribbean entertainment network carried on Fios channel 268 – will be discontinued. The Caribbean On Demand offer will continue to be available with Tempo but will be reduced to \$3.99/mo effective January 1, 2023. Tempo is a pan-Caribbean network featuring the music and culture of the Caribbean.



TOWN OF MEDFIELD

10 RIDGE RD
TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052

10-074
LUC: 930

Office of the Board of Appeals on Zoning

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

(508) 906-3027
(508) 359-6182 Fax

NOTICE OF DECISION

APPLICANT: Metaxia Mitropolous

DECISION DATE: November 9, 2022

DATE OF FILING DECISION: November 23, 2022

DECISION NUMBER: 1450

At a public meeting held on November 9, 2022, the Town of Medfield Zoning Board of Appeals, acting in the above referenced matter, approved with conditions the application for a Special Permit under MGL Chpt 40A §9 and/or Medfield Zoning Bylaw §300-14.10.H.(2)(d) to allow a Home Occupation (home bakery).

The property is located at 6 Tallwood Drive in the RT Zoning District and is shown on Assessors' map 06 as lot 028.

Copies of the decision may be obtained online at www.town.medfield.net > ZBA Webpage > ZBA Decisions or by emailing sraposa@medfield.net.

An appeal of this decision of the permit granting authority may be made by any person aggrieved pursuant to MGL Chapter 40A Section 17, as amended, within 20 days after the date of filing the notice of decision in the Office of the Town Clerk.

Sarah Raposa
Town Planner
(508) 906-3027
sraposa@medfield.net

Karen M. Maguire
Superintendent-Director

Michael J. Procaccini
Principal

Daniel Haynes
Business Manager



TRI • COUNTY
REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL
147 POND STREET • FRANKLIN • MASSACHUSETTS 02038
Telephone: 508-528-5400 • Administration Fax: 508-528-6074
Business Office Fax: 508-528-3698 • www.tri-county.us

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

November 18, 2022

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

Dear Ms. Bonoldi:

As you may know, Tri-County is in the Schematic Design Phase of a School Building Project through MSBA. To further discuss this project, I would like to invite you to a breakfast meeting at Tri-County Regional Vocational Technical High School on Thursday, December 8, 2022 at 9:00 AM, in Gerry's Place.

We are inviting all Town Clerks/Election Officials from our eleven member towns to address and discuss questions regarding the requirements of a districtwide election under the provisions of MGL Chapter 71, Section 16(n). This statute authorizes our District School Committee, by a majority vote, to call for an election in all member towns for the purposes of authorizing debt required to finance a new high school building project. If such a districtwide election is called, the aggregate vote in all the member towns will determine the outcome.

I understand that the idea of a *districtwide* ballot is somewhat unique and that is why it is important to begin discussing this process now and why we are hoping you can attend.

Please email my administrative assistant, Jeanne Terrell at terrell@tri-county.us, or call her at 508-528-5400, Extension 103, to let us know who will attend.

I am looking forward to seeing you on December 8.

Sincerely,

A handwritten signature in blue ink that reads "Karen Maguire".

Karen Maguire, Ed.D
Superintendent-Director

/jlt

Important information regarding your Xfinity services and pricing

Effective December 20, 2022

Xfinity TV	Current	New
Limited Basic	\$18.00	\$20.00
Broadcast TV Fee	\$22.25	\$24.70
Regional Sports Fee	\$14.10	\$14.45
Franchise Costs	\$1.08	\$1.21
Choice TV Select	\$32.50	\$37.50
Choice TV Select - with TV Box	\$41.00	\$47.50
Service to Additional TV with TV Adapter	\$8.50	\$10.00
TV Box and Remote	\$8.50	\$10.00
HD TV Box and Remote Limited Basic	\$8.50	\$10.00

Pay-Per-View and On Demand Subscription Services	Current	New
Acorn TV On Demand	\$5.99	\$6.99

Installation	Current	New
In-Home Service Visit - After Initial Installation of Service	\$70.00	\$100.00

Xfinity Internet	Current	New
Modem Rental	\$14.00	\$15.00

Medfield, MA

87731000 (0570)

P142AL23

Important Information – Price Changes

December 20, 2022

Additional Information

In addition to the price changes listed in the attached general **Important Information Regarding Xfinity Services and Pricing**, customers subscribing to the services below will receive a bill message regarding the pricing change to their service.

Bill Message Text:

"In addition to the price changes listed on the general Important Information Regarding Xfinity Services and Pricing, on December 20, 2022, the price of [package or service name from below] will increase from \$XX.XX to \$XX.XX per month. Prices exclude taxes and fees."

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS	Current	New
Digital Preferred Tier	\$17.95	\$20.00
Choice Limited TV	\$30.00	\$35.00
Digital Preferred Package	\$85.22	\$87.27
Digital Preferred Tier with Showtime	\$29.95	\$32.00
Digital Preferred Tier with The Movie Channel	\$29.95	\$32.00
Digital Preferred Tier with Cinemax	\$29.95	\$32.00
Digital Preferred Tier With HBO Max	\$32.94	\$34.99
Choice Triple Play	\$99.99	\$100.99
Standard+ More Triple Play	\$130.99	\$131.99
Select+ More Triple Play	\$159.99	\$160.99
Signature+ More Triple Play	\$189.99	\$190.99
Super+ More Triple Play	\$199.99	\$201.99
Preferred Triple Play (MDU)	\$117.99	\$120.99
Preferred Extra Triple Play	\$129.99	\$132.99
Select Triple Play	\$149.99	\$151.99
Signature Triple Play	\$169.99	\$171.99
Super Triple Play	\$199.99	\$201.99
HD Extra Bundle	\$162.99	\$165.99
HD Plus Triple Play	\$187.99	\$190.99
Value Plus Triple Play	\$142.99	\$145.99
MultiLatino Ultra Triple Play	\$162.99	\$165.99
MultiLatino Ultra Bundle	\$162.99	\$165.99
MultiLatino Ultra HD Triple Play	\$172.99	\$175.99
MultiLatino HD Ultra Plus	\$192.99	\$195.99
MultiLatino Ultra Plus	\$192.99	\$195.99
Extra XF Bundle	\$154.99	\$157.99
Preferred XF Bundle	\$167.99	\$170.99

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS Cont.	Current	New
Standard+ Double Play	\$110.99	\$114.99
Select+ Double Play	\$139.99	\$141.99
Signature+ Double Play	\$169.99	\$171.99
Super+ Double Play	\$189.99	\$191.99
Preferred & Internet Pkg (MDU)	\$91.89	\$94.89
Economy Double Play	\$99.99	\$102.99
Select Double Play	\$119.99	\$122.99
Signature Double Play	\$139.99	\$142.99
Super Double Play	\$169.99	\$172.99
Blast! Plus Double Play with HBO Max	\$109.99	\$112.99
Internet Pro Plus Double Play with HBO Max	\$94.99	\$97.99
Internet Pro Plus Double Play with Showtime	\$91.99	\$94.99
Premier Double Play with Performance Pro Int	\$189.99	\$192.99
Internet Plus Latino Double Play	\$87.99	\$90.99
Internet Plus Double Play with Showtime	\$81.99	\$84.99
Blast! Extra Double Play	\$92.99	\$95.99
Blast! Plus Double Play	\$102.99	\$105.99
Preferred Double Play	\$151.99	\$154.99
Multilatino Double Play	\$136.99	\$139.99
Internet Plus Double Play with HBO	\$87.99	\$90.99
Preferred Latino Double Play	\$169.99	\$172.99
Performance Internet	\$64.95	\$67.00
Gigabit Pro Internet	\$299.95	\$300.00
Gigabit x2 Internet	\$129.95	\$130.00
Performance Starter Internet	\$59.95	\$65.00
Desi Pack	\$29.99	\$32.99
Modem Rental	\$14.00	\$15.00

Important Information - Price Changes

December 20, 2022

Additional Information Continued

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS	Current	New
PREMIER TIER W/SPORTS	\$ 59.95	\$ 62.00
DIGITAL PREMIER TIER WITH SPORTS	\$ 63.95	\$ 66.00
DIGITAL PREMIER TIER	\$ 64.95	\$ 67.00
TOTAL PREMIUM	\$ 64.95	\$ 67.00
PERFORMANCE INTERNET & VOICE	\$ 109.90	\$ 111.95
DIGITAL PREMIER WITH SPORTS AND 4 PREMIUM CHANNELS	\$ 127.22	\$ 129.27
DIGITAL PREMIER WITH SPORTS AND 5 PREMIUM CHANNELS	\$ 131.22	\$ 133.27
DIGITAL PREMIER PACKAGE WITH 5 PREMIUM CHANNELS	\$ 132.22	\$ 134.27