



Select Board Meeting
Meeting Packet
June 11, 2024



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2024-08

STATE CONTRACT # (if applicable) _____

This contract is made this 11th day of June, 2024, 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 herein referred to as the "Town" and Bigbelly Solar LLC, having a usual place of business at 150 A St #103, Needham, MA 02494, referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to provide a new double station solar trash and recycling compactor, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefor to the Contractor based on the quote sent to the Town of Medfield in the amount of Eight thousand, four hundred ninety-four dollars and sixty cents (\$8494.60).

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

1. **Contract Documents.** The Contract Documents consist of this Agreement, together with Contractor's Pro Forma Invoice, only, excluding referenced "Terms and Conditions of Sale". 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. **Goods / Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing and materials to build and deliver the trailer in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. Warranties. The Contractor warrants that the new double station solar trash and recycling compactor and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. Delivery. The Contractor shall deliver the new double station solar trash and recycling compactor FOB Medfield Public Works Garage, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. Contract Term: Contractor shall deliver equipment to Town no later than October 31, 2024
7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$8,494.60. The Town will make payment within thirty days (30) following Contractor's delivery, and its installation and successful testing of equipment will be in accordance with the terms and conditions in the contract.
8. Performance. The contractor shall manufacture the new double station solar trash and recycling compactor and deliver it to the Town in accordance with the terms and conditions in the contract.
9. 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 resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may 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.
10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the solar powered trash and recycling compactor sales 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.

11. 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.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. 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.
14. 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.
15. Inspection and Reports. 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.
16. Termination.

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within 30 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. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

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

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

(Contractor)

Medfield Select Board

By:  _____
B23903E415E1472...

Title: President

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: Brian Phillips
Print Name
President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Brian Phillips, authorized signatory for
name of signatory

Big Belly Solar, LLC, whose
name of contractor

principal place of business is at 150 A Street, Suite 103,
Needham, MA does hereby certify under the pains and penalties of perjury that
Big Belly Solar, LLC 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.

DocuSigned by:
Brian Phillips 6/5/2024
Signature B23903E415E1472... Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

ATTACHMENT

A



All Together Better

May 31, 2024
Pro-forma Invoice Number: Q44321-2
JE / JE

Prices valid for 60 days from above date.

BIGBELLY SYSTEM PRO-FORMA INVOICE

Prepared By:	Bill To:	Ship To:
Josh Erhard BigBelly Solar 150 A Street, Suite 103 Needham, MA 02494 (617) 691-5111 jerhard@bigbelly.com	Town of Medfield 55 North Meadows Road Medfield, MA 02052	Town of Medfield 55 North Meadows Road Medfield, MA 02052

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
1	Smart Max/Smart Double Station with Hopper and Foot Pedal, Open Faceplate, Installation, Five Year Warranty, and Five Year CLEAN Software	\$7,924.60

Shipping & Handling (one time): \$570.00

Purchase Option**Total System Cost*: \$8,494.60 USD**

* Total does not include applicable sales or use taxes.

Sincerely, Josh Erhard
Bigbelly Solar, LLC

ACH Transfer Info: Cambridge Savings Bank ▪ Acct Name: Big Belly Solar, LLC ▪ Account # 11728865 ▪ Routing # 211371120**Wire Transfer Info:** Citibank▪ Acct Name: Cambridge Savings Bank ▪ Account # 71160000000000093 ▪ Routing # 031100209 ▪ Int'l Swift # CITIUS33**Please include in wire payment notes:** For Further Credit to 11728865, Big Belly Solar, LLC

All Purchase Orders must reference the above Pro-forma Invoice Number (upper right).

This Pro-forma Invoice is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:

CUSTOMER

By: _____

Title: _____

Print Name: _____

Date: _____



All Together Better

May 31, 2024

Pro-forma Invoice Number: Q44321-2

JE / JE

TERMS AND CONDITIONS OF SALE
Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Quotation ("Quotation") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbelly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Quotation to Customer, pursuant to this Agreement and its attachments. Bigbelly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Quotation.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Standard Limited Warranty.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.
20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersede all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A



ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service provides must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2024-10

STATE CONTRACT # (if applicable) Sourcewell #092920-JFA

This contract is made this 11th day of June, 2024, 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 herein referred to as the "Town" and JF Petroleum Group, having a usual place of business at 100 Perimeter Park Drive, STE H, Morrisville, NC 27560, referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to furnish and install a new GasBoy System Island Pedestal and a TLS4B Console and Software, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefor to the Contractor based on the quote sent to the Town of Medfield in the amount of Twenty-four thousand one-hundred seventy-eight dollars and sixty-four cents (\$24,178.64, sales tax removed from quote).

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

1. **Contract Documents.** The Contract Documents consist of this Agreement, together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The contract documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Goods / Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing and materials to build and deliver in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. **Warranties.** The Contractor warrants that the new GasBoy System Island Pedestal and a TLS4B Console and Software and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. **Delivery.** The Contractor shall deliver the new GasBoy System Island Pedestal and a TLS4B Console and Software FOB Medfield Public Works Garage, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. **Contract Term:** Contractor shall deliver and install equipment to Town no later than December 31, 2024
7. **Payment for Work.** The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$24,178.64 only after delivery, acceptance, inspection and installation of equipment in accordance with the terms and conditions in the contract.
8. **Performance.** The contractor shall manufacture the new GasBoy System Island Pedestal and a TLS4B Console and Software and deliver them to the Town in accordance with the terms and conditions in the contract.
9. **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 resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may 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.
10. **Contractor's Standard of Care.** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily

exercised by members of the GasBoy System sales 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.

11. 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.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. 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.
14. 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.
15. 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.
16. Termination.

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

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

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

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

(Contractor) JF Acquisition, LLC
dba JF Petroleum Group

By: [Signature]

Title: Vice President Commercial Sales

Medfield Select Board

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:

Steve Bernstein
Print Name

Vice President Commercial Sales
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Steve Bernstein, authorized signatory for
name of signatory

JF Acquisition, LLC dba JF Petroleum Group, whose
name of contractor

principal place of business is at 100 Armingham Park Drive, Suite H,
Morrisville, NC 27560 does hereby certify under the pains and penalties of perjury that
JF Acquisition, LLC dba JF Petroleum Group 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.

SA SA 6/2/2017
Signature Date

Keith Shadrick
100 Perimeter Park Drive
Suite H
Morrisville, NC 27560

August 30, 2022

To Whom it May Concern:

I, Keith Shadrick, Chief Executive Officer of JF Acquisition, LLC dba JF Petroleum Group, do hereby authorize Steve Bernstein, Vice President, Commercial Sales, to negotiate on behalf of JF Petroleum Group and to sign Bids, Bonds and Contracts on behalf of JF Petroleum Group, LLC. This Delegation of Authority specifically authorizes Steve Bernstein to bind the Company contractually.

Given under hand and seal this 30th day of August, 2022.


Keith Shadrick, CEO

Sworn to before and subscribed before
Me this 30th day of August, 2022


David Whittington
Secretary, JF Acquisition LLC



EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

ATTACHMENT

A

100 Perimeter Park Dr, STE H, Morrisville, NC 27560
 Phone: 919-838-7555

No. QUO-0266926

Sales Person : John Coggins
 Phone No.: 413-758-3172
 E-Mail: jcoggins@jfpetrogroup.com

Date: 5/14/2024

Sold to: DPW GARAGE
 55 NORTH MEADOW RD
 Medfield, MA 02052

Ship to: DPW GARAGE
 55 NORTH MEADOW RD
 Medfield, MA 02052

Dispenser Terms: Net 10 Days _____ (Initial Here)

Other Terms: Net 10 Days

PO:

Ship by:

Comments

The Gasboy System Service Offering is included in the monthly EKOS subscription

The Town of Medfield is a current EKOS customer

Warranty is one year, Parts and Labor, from delivery date (required start-up by Gasboy Authorized Service Contractor)

No.	Description	Qty.	Unit Price	Amount
MONITORING SYSTEMS				
860196-020	TLS4B CONSOLE, COLOR SCREEN DISPLAY, EDIM, UL	1	\$1,363.41	\$1,363.41
333435-001	TLS4B APPLICATION SOFTWARE	1	\$1,290.49	\$1,290.49
QUO-JC	Timed Sudden Loss Detection for TLS4i and TLS4c	1	\$1,436.10	\$1,436.10
330020-832	EXTERNAL PRINTER FOR TLS (MODEL: TM-T88V)	1	\$1,103.41	\$1,103.41
330020-839	WALL MOUNTING BRACKET FOR TLS PRINTER	1	\$134.63	\$134.63
FUEL MANAGEMENT SYSTEMS				
FL-2MH0IP-00	ISLANDER PRIME, 2 MECHANICAL HOSE	1	\$9,876.80	\$9,876.80
Z-FL0-PBS100	STANDARD PEDESTAL BASE FOR ISLANDER PRIME	1		
SERVICE TRAINING & STARTUP				
SERVICE TECH	INSATLL ISLANDER PRIME AND TLS 4B	1	\$8,692.80	\$8,692.80
Features				
THIS INCLUDES PROGRAMMING AND BASIC TRAINING FOR ISLANDER PRIME TLS 4B				
NONSTOCK ITEMS				
FREIGHT	FREIGHT/ISLANDER PRIME	1	\$281.00	\$281.00
EQUIPMENT:				15,204.84
SALES TAX:				950.30

Customer Initials _____ JF Petroleum Group Initials _____

	FREIGHT:	281.00
	SERVICE:	8,692.80
50% Deposit Required: \$12,564.47	TOTAL AMOUNT:	25,128.94
This proposal has applicable tax included.		

TERMS & CONDITIONS

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JFPETROLEUM GROUP. For purposes hereof, the terms "we", "us" and "JF PETROLEUM GROUP" shall mean JF Acquisition, LLC.
2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.
3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF PETROLEUM GROUP EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF PETROLEUM GROUP'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF PETROLEUM GROUP WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.
4. By acceptance of proposal, Customer grants to JF PETROLEUM GROUP a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF PETROLEUM GROUP has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF PETROLEUM GROUP prior to delivery of equipment and merchandise. Customer agrees that, if required by JF PETROLEUM GROUP to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF PETROLEUM GROUP the right to cancel at its option, the agreement without further obligation to Customer.
5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF PETROLEUM GROUP shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF PETROLEUM GROUP. Any claim made for such loss or damage shall be made by Customer against the carrier.
6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF PETROLEUM GROUP shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF PETROLEUM GROUP. To the extent there is such delay or suspension resulting in increased cost or

Customer Initials _____ JF Petroleum Group Initials _____

expense to us, JF PETROLEUM GROUP shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF PETROLEUM GROUP will be entitled to an adjustment in compensation for any changes that is performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF PETROLEUM GROUP because they are not being installed by JF PETROLEUM GROUP, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be required. JF PETROLEUM GROUP will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF PETROLEUM GROUP will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF PETROLEUM GROUP Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF PETROLEUM GROUP without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices are higher at time of delivery, such increase shall be added to the contract price and/or invoiced amount associated with this proposal. JF PETROLEUM GROUP shall itemize such increases upon receipt of a signed order. If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

Customer Initials _____ JF Petroleum Group Initials _____

18. Backfill will be with on-site material unless otherwise specified.

19. JF PETROLEUM GROUP reserves the right to approve the credit of all Customers. To Customers with approved credit, JF PETROLEUM GROUP offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF PETROLEUM GROUP shall notify Customer of that fact within 21 days after receipt of a signed Order. In such event, JF PETROLEUM GROUP reserves the right to require, at its option, a substantial deposit, or such other payment arrangements as shall be acceptable to JF PETROLEUM GROUP. Customer's failure to comply with such payment arrangements shall give JF PETROLEUM GROUP the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. _____.

Bill & Hold is a service offering JF PETROLEUM GROUP will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF PETROLEUM GROUP will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF PETROLEUM GROUP will have no entitlement to the products in Bill & Hold.

ACCEPTANCE

This proposal, when accepted by the purchaser, and final approval of Seller's Representative, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name _____

Signature _____ Date _____

Print Name _____

Print Title _____

JF Petroleum Group Acceptance

Signature of Company Representative _____

Title: _____

Date: _____

Customer Initials _____ JF Petroleum Group Initials _____

Medfield Police Department Event Request



Organization	Medfield Community Cable Access Corporation (DBA: Medfield TV)	
Anticipated Police/Fire/EMS/DPW Needs (Costs for Details Will Be Provided Prior to Event)	Pedestrian Crossing at the Corner of Route 27 and Route 109	
Organization Contact Names and Numbers	• Katie Duval 508-359-8888, 617-686-4529	•
	• Kathleen Derian 508-259-2374	•
	•	•
Anticipated Road Closures	None	
Any Handicap Accessible Needs for Event	Clear pathways for wheelchair users. We are looking into a sponsor for closed captioning.	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	4 staff, 25 – 30 volunteers	
Special Licensing Requirements Including Alcohol Permit Requests	Food vendors must be licensed to sell goods in Medfield	
Event Summary	Medfield TV's Scarecrow Spooktacular is a fundraiser for Medfield TV, a non-profit organization serving the residents of Medfield. It is also an annual community event for all ages. One of the main attractions is the Scarecrow contest. Residents, Non-Profit Organizations, and businesses create, decorate, and pay to enter life-size scarecrows into a contest that will be judged by town and community officials. There will also be free, live entertainment at the main stage throughout the event. Medfield TV will encourage businesses to sponsor the event to help defray costs. Through this festival, we will collaborate with other organizations in town, encourage awareness of and community engagement with Medfield TV, continue to bring a new Fall tradition to Medfield, and boost local businesses' economy through sponsorships from local businesses.	

Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	All vendors are required to bring their own tent. We are looking into options to have tents for a food court. We are looking into options for crowd control barricades. We request 1 police detail for this event. Please provide nonprofit pricing.
Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Medfield TV's Scarecrow Spooktacular Festival
EVENT DATE	October 19, 2024 (Rain date: October 20, 2024)
EVENT TIME	12:00 PM – 4:00 PM
VENUE	Baxter Park
LOCATION	Corner of Route 27 and Route 109
GUEST COUNT	500 - 1000
THEME	Harvest Festival/ Halloween
KEY MESSAGING/ADVERTISING SOCIAL MEDIA PLATFORMS	Advertising messages will include participation in the scarecrow competition, participation in the costume contest, free entry to the event, and logos of various business sponsors. We will have 2 banners at the park, and we will flyer around town. Additional messaging will go on Medfield TV's Facebook and Instagram pages (@medfieldtv).
EVENT GOALS	The goal of this festival is to fundraise for Medfield TV's community media center which provides free services and education to all members of the community regardless of age or economic background. In doing so, we will expand our outreach to residents in order to learn about the resources our organization offers to help people build their skills and portfolios in digital media, arts and entertainment.

Food Service List Company Name and Contact Number	At this time, food trucks and food vendors have not been finalized. All companies selling food for this event will need to obtain licensing from the Town of Medfield.
Trash Removal The Event Organizer Will Be Responsible for Removal of All Trash Please Identify How Recycled Items Will Be Collected and Disposed Of	We are working with Parks & Rec to obtain trash and recycling barrels. Medfield TV will ensure that the park is clean and all trash is removed by the end of the event.

SIGNATURES	EVENT PLANNERS	Katie Duval	CLIENT	
		PRINTED NAME		PRINTED NAME
		<i>Katie Duval</i>		SIGNATURE
		06-05-2024		DATE



Brittney Franklin <bfranklin@medfield.net>

Fwd: This is a follow-up to my brief remarks at the May 28th Select Board meeting.

Kristine Trierweiler <ktrierweiler@medfield.net>
To: Brittney Franklin <bfranklin@medfield.net>

Wed, Jun 5, 2024 at 9:51 AM

Kristine Trierweiler
Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052
508 906 3011 phone
508 359-6182 fax

Follow us:www.town.medfield.net

Twitter: @townofmedfield

Town House Hours:

Monday 8:30 AM to 4:30 PM**Tuesday 8:30 AM to 7:30 PM****Wednesday 8:30 AM to 4:30 PM****Thursday 8:30 AM to 4:30 PM****Friday 8:30 AM to 1:00 PM**

----- Forwarded message -----

From: **Bob Allison** <Bob.A@usa.net>

Date: Thu, May 30, 2024 at 2:09 PM

Subject: This is a follow-up to my brief remarks at the May 28th Select Board meeting.

To: <EMurphy@medfield.net>, <gmurby1651@gmail.com>, Osler.Peterson@oslerpeterson.com

<Osler.Peterson@oslerpeterson.com>, Trierweiler Kristine <ktrierweiler@medfield.net>

CC: Medfield School Committee <scchair@email.medfield.net>, <medfieldpr@gmail.com>

(Kristine, I did not find an email address for the School Building Committee or the Permanent Planning and Building Committee on their web pages. I would like them to be informed of what I have said and requested. Would you please forward a copy of this email to them? Thank you.)

I would like the Select Board to have discussions with and consider giving the School Building Committee, the Permanent Building Committee, the School Committee, and the Park and Rec Department authorization and direction to investigate the possibility of a joint building project.

For background, I attended one of the SBC meetings where they explained the process to those who needed to learn about it and asked for input on possible locations for a new school to replace the current Dale Street School. Please understand that I am not speaking for the committee, anyone at the meeting, or any official outcome, just my opinion of what occurred, what I believe were the major points and what was a major consensus of the people there.

They are considering two locations, Elm Street and Dale Street, and considering three options for those two locations, a new school at Elm St. and either a new build or a reno/rebuild at Dale St. At the meeting I attended there were two big concerns, why they were waiting for yet another MSBA decision that is a further delay and the projected costs for the three options.

In the discussion of the costs for the options, it was learned that there have yet to be any new projections for cost. All we have are the original cost projections for the Elm St. new build. It was a consensus at that meeting

that spending \$500k to \$750k now to get current projections would be a good investment. If we are not selected for the MSBA, we would be months ahead and could proceed forward more quickly knowing those projections. It was mentioned that if the MSBA accepted us, then we would have to redo the projections but I suggest that if they chose a company from the MSBA's list of accepted contractors, then that contractor could likely proceed using some of their earlier results and give a quicker second projection at less cost to us.

This brings me to the main point that I brought to the May 28 Select Board meeting, When we went to the polls the last time for this school, all that was known was the projected cost for the Elm St. new build. The possible costs for other options were not well known. If we proceed with the three current options there will still be an unknown possibility that will not have any answers, and the town will be once again asked to make a decision without all of the data.

This fourth option is a School and Park & Rec combined project.

Park & Rec is a building project that is definitely on the near horizon for the town.

This is an option that could possibly save the town considerable money by building one project instead of two.

It is true that if we use MSBA money we will not be allowed to proceed with this option.

But, if we are not accepted into the MSBA program, or if we decide not to accept MSBA money because we want to save the money this option will save us, we need to know the projections for this. Not only do the building committees need to know to make a good decision based on complete information, but the town needs to know to make a good decision at any town meeting or at the polls.

The SBC stated they were not looking into this possibility because they do not believe they have the authority to do so based on the SBC by-law and their direction from the Select Board. Not only are these projects of great concern because of their cost, but I believe this is one of the most time-critical things before the town. It is important that this fourth possibility be authorized quickly so that it can be investigated over the summer and fall along with the other three options before the SBC.

I ask the Select Board to initiate discussions with all the parties involved and authorize them to do so as soon as possible.

Best regards,
Bob Allison
120 Green Street

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

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

Transfer from: 014261-510100 Equipment Repair and Maintenance - Salaries
Account Number

Transfer to: 014332-522020 Solid Waste Disposal - Tipping Fee
Account Number Account Name

Requested amount of transfer:

\$35,000.00

Reason for request:

Increases in solid waste and recycling disposal as well as necessary buiding improvements and a new fire panel at the Transfer Station tip floor causing the need for the appropriation transfer.

Maurice Goulet

Requesting Department Head Signature

Availability of funds:

Director of Public Works 05/20/2024
Title Date

Town Accountant Date

Signature for SELECTBOARD

Approved _____ Disapproved _____

Number Present and Voting

Date

Signature for WARRANT COMMITTEE

Approved _____ Disapproved _____

Number Present and Voting

Date

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

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

Transfer from:	<u>014261-510100</u>	<u>Equipment Repair and Maintenance - Salaries</u>
	Account Number	Account Name

Transfer to:	<u>014912-522030</u>	<u>Cemetery - Contract Services</u>
	Account Number	Account Name

Requested amount of transfer:

\$20,000.00

Reason for request: _____

Unexpected amount of inturnments/burials. Over the past couple of years, the Vinelake Cemetery has been experiencing above average cemetery services in which the existing budget cannot keep pace.

Maurice Goulet

Requesting Department Head Signature

Availability of funds:

<u>Director of Public Works</u>	<u>05/20/2024</u>
Title	Date

_____	_____
Town Accountant	Date

Signature for SELECTBOARD

Approved _____ Disapproved _____

Number Present and Voting

Date

Signature for WARRANT COMMITTEE

Approved _____ Disapproved _____

Number Present and Voting

Date

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

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

Transfer from: 614201-510100 Sewer Department - Salaries
Account Number

Transfer to: 614202-522310 Sewer Department - Chemicals
Account Number Account Name

Requested amount of transfer:

\$25,000.00

Reason for request:

Unexpected failures in multiple processes of the Wastewater Treatment Facility, including the influent
screen, claiifiers and sand filtration system. These failures contributed to the use of additional funds
for chemical use, parts and electricity.

Maurice Goulet

Requesting Department Head Signature

Availability of funds:

Director of Public Works 05/20/2024
Title Date

Town Accountant Date

Signature for SELECTBOARD

Approved _____ Disapproved _____

Number Present and Voting

Date

Signature for WARRANT COMMITTEE

Approved _____ Disapproved _____

Number Present and Voting

Date

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

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


Transfer from: 510100 Police Salaries
Account Number Account Name

Transfer to: 521230 Traffic Markings
Account Number Account Name

Requested amount of transfer:

\$16,176.09

Reason for request: The Traffic Markings contract for line painting increased
significantly.


Requesting Department Head Signature

Availability of funds:

Chief 6-7-24
Title Date

Town Accountant Date

Signature for BOARD OF SELECTMEN

Approved _____ Disapproved _____

Number Present and Voting _____

Date

Signature for WARRANT COMMITTEE

Approved _____ Disapproved _____

Number Present and Voting _____

Date

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

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

Transfer from:	<u>122072-522055</u> Account Number	<u>CONTR SVC-AMBUL BILLING SERV</u> Account Name
Transfer to:	<u>122071-510100</u> Account Number	<u>F&R OP SAL EXP</u> Account Name
Requested amount of transfer:	<div>\$27,418.00</div>	

Reason for request: Potential need for unanticipated overtime expenses during the fiscal year's final pay period

William C. Carrico II

Requesting Department Head Signature

Availability of funds:

Fire Chief 6/7/2024
Title Date

Town Accountant Date

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

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

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

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

Transfer from:	<u>015992-521700</u>	<u>DUES & MEMBERSHIPS</u>
	Account Number	Account Name
Transfer to:	<u>015991-510100</u>	<u>OUTREACH SAL EXP</u>
	Account Number	Account Name

Requested amount of transfer:

\$1,180.00

Reason for request: Transition from Outreach Director to Human Services Director


Requesting Department Head Signature

Availability of funds:

Assistant Town Administrator
Title

6/7/24
Date

Town Accountant

Date

Signature for BOARD OF SELECTMEN

Date

Approved Disapproved
Number Present and Voting

Signature for WARRANT COMMITTEE

Date

Approved Disapproved
Number Present and Voting

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

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

Transfer from:	<u>011521-510150</u>	<u>MANAGERIAL MERIT</u>
	Account Number	Account Name
Transfer to:	<u>015991-510100</u>	<u>OUTREACH SAL EXP</u>
	Account Number	Account Name

Requested amount of transfer:

\$5,000.00

Reason for request: Transition from Outreach Director to Human Services Director


Requesting Department Head Signature

Availability of funds:

Assistant Town Administrator
Title

6/7/24
Date

Town Accountant Date

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

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

APPROPRIATION TRANSFERS

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

Board of Selectmen & Warrant Committee
Town of Medfield

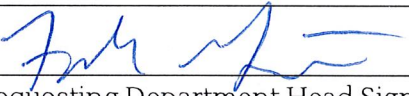
Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from:	<u>012411-510100</u>	<u>INSPECTORS SAL EXP</u>
	Account Number	Account Name
Transfer to:	<u>012441-510100</u>	<u>SEALER-RATE</u>
	Account Number	Account Name

Requested amount of transfer:

\$3,500.00

Reason for request: New intermunicipal agreement for a shared sealer of weights and measures
was required during the course of the fiscal year



Requesting Department Head Signature

Availability of funds:

Assistant Town Administrator 6/7/24

Title Date

Town Accountant Date

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

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

Medfield Police Chief Employment Agreement

This AGREEMENT is made pursuant to M.G.L. c. 41, § 108O between Michelle Guerette, ("Police Chief" or "Ms. Guerette") and the Town of Medfield ("Town"), acting by and through its Board of Selectmen ("Board"), to set forth the terms under which Ms. Guerette will be employed as the Medfield Police Chief.

Section I. Duties of the Police Chief; Certifications; Job Description

The Police Chief shall supervise the daily operation of the Medfield Police Department including by performing the duties indicated in M.G.L. c. 41, § 97A, Chapter 50, Article 1 of the Town of Medfield Bylaws, the job description attached as Exhibit A and such other related duties as the Board or Town Administrator shall assign. The Police Chief shall perform these duties under the general direction of the Board of Selectmen and the Town Administrator.

The Police Chief shall obtain and maintain all necessary certifications and qualifications to enable her to perform the essential function of the job of Chief of Police. Such qualifications include but are not limited to certification from the Massachusetts Peace Officers Standards and Training Commission (POST) to enable her to exercise police powers and maintaining a license to carry a firearm and a driver's license.

Section II. Hours of Work; Cell Phone and Town Vehicle

- A. The Chief of Police shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Agreement. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and as such time will least adversely impact Department operations. The Chief of Police shall be considered an exempt employee under the Fair Labor Standards Act.
- B. When the Police Chief takes any time off, she will notify the Town Administrator in advance whenever possible, including to advise the Town Administrator of who will be in charge of the Department during her absence.
- C. The Town shall provide and pay the expenses for a cell phone for professional use by the Police Chief. At the request of the Town Administrator, the cell phone will be returned to the Town upon the Police Chief's conclusion of employment.

- D. The Police Chief shall be provided with a police vehicle for her use. The Town will pay all operating, maintenance expenses and insurance. The vehicle is to be used in connection with the performance of the Police Chief duties and may be used for personal reasons, since the Police Chief is always “on-call” and has been designated as an essential public safety employee in the event of an emergency.
- E. The Police Chief shall not engage in any other employment without the written approval of the Board. With the approval of the Town Administrator, the Police Chief may engage in additional professional activities related to the position of Police Chief, such as guest lecturing and participating on panels provided that such participation does not interfere with her job duties for the Town.

Section III. Term of Contract and Termination During Term

- A. This Agreement shall begin July 1, 2024 and end June 30, 2027, subject however to termination during this 3 (three) year term as provided in this Agreement.

B. Discipline; Discharge

1. During the term of this agreement, the Police Chief can be suspended without pay or discharged for just cause in accordance with Chapter 50, Article 1, §50-3 of the Town of Medfield Bylaws. The Board of Selectmen shall be permitted to designate a Hearing Officer to consider the grounds for such termination. The Hearing Officer shall forward findings of fact and recommendation(s) for disposition by the Board.
2. The Town Administrator may suspend the Police Chief without pay pursuant to the provisions of Chapter 50, Article 1, §50-3(B) of the Town of Medfield Bylaws. The Board of Selectmen shall be permitted to designate a Hearing Officer to consider the grounds for such suspension. The Hearing Officer shall forward findings of fact and recommendation(s) for disposition by the Board.
3. For the purposes of this Agreement, “just cause” shall mean the existence of a reasonable basis for the Board’s dissatisfaction with the Police Chief, including without limitation for poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Police Chief’s effectiveness in the position. A suspension without pay for just cause will suspend the Town’s obligations under the Agreement for the term of the

suspension. A dismissal for just cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement.

4. The Police Chief shall have the right to be represented by counsel at her own expense in any matter covered by this section, including at any hearing.

C. Removal/Severance Pay

At any time during this Agreement, the Board may vote to request the resignation of the Police Chief. If the Police Chief agrees to the Board's request, she shall receive severance of six (6) months' salary either in a lump sum or in the same increments as the Police Chief receives her regular pay, or any combination thereof.

D. Paid Administrative Leave

Nothing in this Agreement shall preclude the Town Administrator or the Board from relieving the Police Chief of her duties and authority by placing the Police Chief on paid administrative leave.

E. Police Chief Notice To End Agreement

The Police Chief may end her obligations under this Agreement with three (3) months' written notice to the Town Administrator or the Board.

Section IV. Performance Evaluation

The Town Administrator shall review and evaluate the Police Chief's performance during each year of the Contract. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Town Administrator, Board of Selectmen, and the Police Chief. The Police Chief shall have an opportunity to discuss an evaluation with the Town Administrator and the Board.

Section V. Salary

The Town agrees to pay the Police Chief the following all-inclusive annual salary in installments on the same schedule as other Town employees.

- Effective July 1, 2024 the annual salary will be \$197,500 (One Hundred and ninety-seven Thousand Five Hundred Dollars).

- Effective July 1, 2025, the annual salary will increase to \$204,413 (Two Hundred and Four Thousand Four Hundred and Thirteen Dollars).
- Effective July 1, 2026, the annual salary will increase to \$211,567 (Two Hundred and Eleven Thousand Five Hundred and Sixty Seven Dollars).

The foregoing salary amounts reflect any holiday pay due under c. 147, sec. 17F.

The Police Chief is eligible for an annual uniform cleaning allowance of \$1,200 payable the first pay day in December. The Town shall annually allow \$550 for the replacement of uniform and equipment items.

The Police Chief recognizes and agrees that she will not be entitled to any salary increases or benefits accorded to other town employees unless the parties agree to same by a specific reference in this Agreement.

The Police Chief is eligible for a Longevity payment under the terms set forth in the Town's Personnel Plan.

Section VII. Health and Dental Insurance

Health and dental insurance programs shall be made available to the Police Chief under the same terms as they are made available to other eligible town employees.

Section VIII. Vacation, Sick and Personal Leave

The Police Chief shall receive twenty five (25) vacation days annually under the terms set forth in the Personnel Plan. Subject to available funds and the approval of the Select Board, the Police Chief shall have the option of being compensated for up to ten (10) days of vacation leave at the salary in effect at the time of the request. The Police Chief shall submit a request to the Select Board if she intends to exercise this provision, on or before December 31st of the fiscal year of the request.

The Police Chief shall receive the sick and personal leave benefit under the terms set forth in the Town's Personnel Administration Plan for non-union personnel.

Section IX. Holidays

The Police Chief shall receive the following paid holidays:

New Year's Day

Labor Day

Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

Section X. Bereavement Leave

The Police Chief shall be eligible for the Bereavement Leave benefit under the terms set forth in the Town's Personnel Administration Plan. Stepfamily members will be included for the purpose of bereavement days.

Section XI. Jury Duty

The Police Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

Section XII. Injured on Duty

As a sworn Police Officer, the Chief shall be eligible for injured-on-duty benefits as provided in M.G.L. c. 41, § 111F of the Massachusetts General Laws and medical expenses as provided in M.G.L. c. 41, § 100, as determined by the Board.

Section XIII. Professional Development and Expenses

- A. With the approval of the Town Administrator and subject to appropriation, the Town agrees to pay for professional dues, subscriptions, and conference expenses of the Police Chief necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement that will enhance her ability to perform her duties for the Town.
- B. The Police Chief shall be reimbursed for any normal and reasonable out-of-pocket expenses incurred in the performance of her duties, or as an official representative of the Town subject to her compliance with any Town expense reimbursement process/policy.

Section XIV. Indemnification

Pursuant to Chapter 258, Section 13, the Town shall indemnify the Police Chief from personal financial loss, all damages and expenses, including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars (\$1,000,000) arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the Police Chief, at the time of such act or omission was acting within the scope of her official duties or employment. The Town will provide liability insurance coverage consistent with this indemnification. This indemnification shall survive the Police Chief's separation from the employment of the Town.

Section XV. Residency

The Police Chief shall maintain a permanent residence within the fifteen (15) mile requirement under M.G.L. c. 41, s.99A.

Section XVI. Non Renewal of Agreement

The Board shall give the Police Chief written notice of its intentions about renewing the Agreement no later than December 31, 2026, provided that the Police Chief first notifies the Board in writing between September 1, 2026- and October 30, 2026, inclusive, that the Board has to give her written notice of its intentions about renewal no later than December 31, 2026. If the Board fails to provide said notice by December 31, 2026, and this Agreement is not renewed, the Town shall pay the Police Chief severance in the amount described under Section 3(C) of this Agreement. Said severance shall be the sole remedy for failing to meet the notice requirements in this Paragraph. **Non-renewal can be considered just cause.**

XVII. Notice under this Agreement

The Police Chief agrees to keep the Board current on her personal mailing and email address and telephone numbers. Until such time as notices are provided to the Board of a different address, notices with respect to this Agreement or any other obligation between the parties shall be conclusively deemed to have been served at the last stated mailing and email address the Police Chief provides to the Board.

All notices to the Town of Medfield shall be directed to the Town Administrator, 459 Main Street, Medfield, MA 02052, by email or first class mail.

XVIII. Modification

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

XIX. Applicable Law

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement are determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 11th day of **June 2024**.

Board of Selectmen

Eileen L. Murphy, Chairman

Gustave H. Murby, Clerk

Osler L. Peterson, Third Member

DATE: _____

Police Chief

Michelle Guerette

DATE: _____



Southeastern Regional Services Group

DPW SUPPLY Award for 7/1/2024 - 6/30/2025

The Board of Selectmen of the Town of Medfield voted at its meeting held on _____ to award contracts to the bidders listed below under the SERSG DPW Supply IFB for the one-year period commencing on July 1, 2024. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

Chair, Board of Selectmen _____

Board Member _____

Board Member _____

4. 3/4" Stone					
LORUSSO CORP	\$ 24.15	per ton	75	tons	1,811.25
6. Stone dust					
LYNCH	\$ 25.00	per ton	150	tons	3,750.00
Zone A: Medfield, Plainville					
G. LOPES	\$ 28.70	per ton	200	tons	5,740.00
12. Redi-Mix Concrete (minimum 4 yards)					
Boro Sand & Stone	\$ 151.00	per yard	5	yards, min 4/deliv	755.00
Bidder's Name					
13. Redi-Mix Concrete (less than 4 yards per deliv)					
Boro Sand & Stone	\$ 225.00	per yard	5	< 4 yards min del	1,125.00
15. Drain Manhole frames & covers					
FERGUSON	\$ 459.08	each	10	frames & covers	4,590.80
16. Sewer Manhole frames & covers					
FERGUSON	\$ 459.08	each	10	frames & covers	4,590.80
17. Manhole Extension Rings					
FERGUSON	\$ 178.59	1"	10	1" rings	1,785.90
Bidder's Name	\$ 191.48	1 1/2"	0	1.5" rings	-
	\$ 204.39	2"	0	2" rings	-
				Total Bid Price	1,785.90
19. Self-Leveling Manhole Assembly Frames & Covers					
FERGUSON	\$ 1,144.90	each	5	frames	5,724.50
20. Catch Basin Frames (3 flange) includes grates					
HOADLEY	\$ 464.00	each	10	frames	4,640.00
21. Catch Basin Frames (4 flange) includes grates					
HOADLEY	\$ 482.00	each	10	frames	4,820.00
23. Catch Basin Extension Rings					
FERGUSON	\$ 172.11	1"	12	1" rings	2,065.32
Bidder's Name	\$ 182.87	1 1/2"	0	1.5" rings	-
	\$ 197.08	2"	0	2" rings	-
				Total Bid Price	2,065.32
26. Cast Iron Detectable Warning Plate					
FERGUSON					
Bidder's Name	\$ 188.67	24"x30"	10	plate	1,886.70
	\$ 150.93	24"x24" sq	0	plate	-
	\$ 214.48	24"x30"	0	pwdr coat plate	-
				Total Bid Price	1,886.70

32. High Performance Cold Patch (FOB), ZONED				
Zone A: Medfield, Norfolk				
T.L. EDWARDS	\$ 143.00	per ton	25 tons	3,575.00

33. Cold Patch Standard (FOB), ZONED				
Zone A: Medfield, N.Attleboro, Plainville				
T.L.EDWARDS	\$ 110.00	per ton	25 tons	2,750.00

34. Hot Mix (FOB), ZONED				
Zone A: Medfield, Plainville, Wrentham				
LORUSSO	\$ 100.00	per ton	600 tons	60,000.00

35. Winter Mix (FOB), ZONED				
Zone A: Medfield, Wrentham				
T.L.EDWARDS	\$ 124.00	per ton	100 tons	12,400.00

40. Mid GradeUnleaded Gasoline				35,000
BURKE	0.0682	per	Bid Increment	
Bidder's Name		results in:	4/1/24 Boston Low	2.5078
			Bid Increment	0.0682
			Comm. of MA Tax	0.2400
			Total per gal Price	2.8160
			Bid x est. gal.s	98,560.00

42. Ultra Low Sulfur Diesel				45,000
BURKE	0.0682	per	Bid Increment	
Bidder's Name		results in:	4/1/24 Boston Low	2.6930
			Bid Increment	0.0682
			Comm. of MA Tax	0.2400
			Total per gal Price	3.0012
			Bid x est. gal.s	135,054.00

Grand Total - \$ 355,444,27

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD
Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315
Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION
As of July 18, 2023

Applicants Name: Sarah Hanifan Email: Shanifan@Medfield-net
Street Address: 1 Ice House RD Telephone: 508-359-3665
City/Town, State: Medfield, MA
Event and Purpose: COA COOK OUT
Location of Event: COA
Date and Hours of Event: June 26, 2024 5-7 pm
Type of License Requested: All Alcohol ☐ Or Malt/Wine only ☒
Sketch of Area Where Liquor to be Served attached: Yes ☒ No ☐
Copy of Valid Bartender Trainings attached: Yes ☒ No ☐
Copy of Certificate of Liability Insurance attached: Yes ☐ No ☐
If Requested All Alcohol License, proof of non-profit status attached: Yes ☐ No ☐

Sarah Hanifan
Signature of Applicant

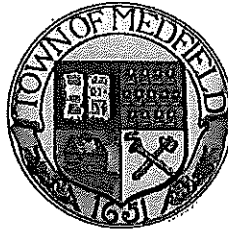
5/31/24
Date filed

Licensing Authority Signature

Date approved

Conditions: _____

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Sarah Hanifan Email: Shanifan@Medfield-net
Street Address: 1 Ice House RD Telephone: 508-259-3665
City/Town, State: Medfield, MA
Event and Purpose: COA COOK out

Location of Event: COA

Date and Hours of Event: July 17, 2024 5-7pm

Type of License Requested: All Alcohol ☐ Or Malt/Wine only ☒

Sketch of Area Where Liquor to be Served attached: Yes ☒ No ☐

Copy of Valid Bartender Trainings attached: Yes ☒ No ☐

Copy of Certificate of Liability Insurance attached: Yes ☐ No ☐

If Requested All Alcohol License, proof of non-profit status attached: Yes ☐ No ☐

Sarah Hanifan
Signature of Applicant

5/31/24
Date filed

Licensing Authority Signature

Date approved

Conditions: _____

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Sarah Hanifan Email: Shanifan@Medfield-net
Street Address: 1 Ice House RD Telephone: 508-359-3665
City/Town, State: Medfield, MA

Event and Purpose:

COA COOK OUT

Location of Event:

COA

Date and Hours of Event:

8/14/24 5-7pm

Type of License Requested: All Alcohol ☐ Or Malt/Wine only ☒

Sketch of Area Where Liquor to be Served attached: Yes ☒ No ☐

Copy of Valid Bartender Trainings attached: Yes ☒ No ☐

Copy of Certificate of Liability Insurance attached: Yes ☐ No ☐

If Requested All Alcohol License, proof of non-profit status attached: Yes ☐ No ☐

Sarah Hanifan
Signature of Applicant

5/31/24
Date filed

Licensing Authority Signature

Date approved

Conditions: _____

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315
Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Sarah Hanifan Email: Shanifan@Medfield-net
Street Address: 1 Ice House RD Telephone: 508-359-3665
City/Town, State: Medfield, MA
Event and Purpose: COA COOK OUT
Location of Event: COA
Date and Hours of Event: 9/18/24 5-7 pm
Type of License Requested: All Alcohol ☐ Or Malt/Wine only ☒
Sketch of Area Where Liquor to be Served attached: Yes ☒ No ☐
Copy of Valid Bartender Trainings attached: Yes ☒ No ☐
Copy of Certificate of Liability Insurance attached: Yes ☐ No ☐
If Requested All Alcohol License, proof of non-profit status attached: Yes ☐ No ☐

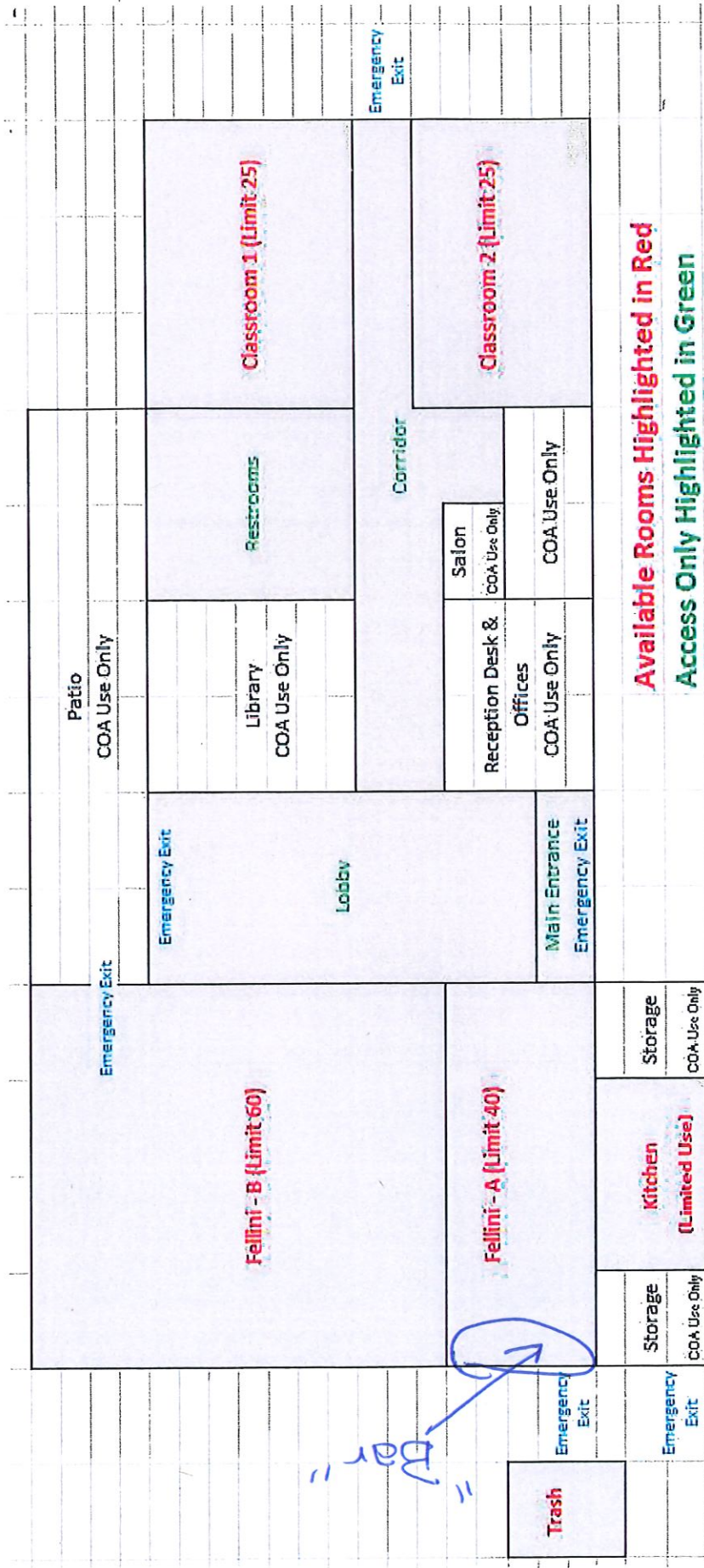
Signature of Applicant

Date filed

Licensing Authority Signature

Date approved

Conditions: _____



AD
=



Brittney Franklin <bfranklin@medfield.net>

Getting a topic on the agenda for next Select Board Meeting on 6/11

Daniel Kinne <[REDACTED]>
To: bfranklin@medfield.net

Fri, May 31, 2024 at 11:30 AM

Hi Britney,

My name is Daniel Kinne. I was given your name as the person who could help me get an item on the agenda for the upcoming select board meeting.

I live at 6 Carmen Circle, if that is needed.

In short, i am one of a large number of citizens that would like to discuss our growing concerns regarding the protection of our resource areas.

It is no secret that our town is growing quickly. Our hope is that the select board will hear us out, and consider taking action to ensure the protection of these vital areas. Once they are destroyed, they are gone forever.

I also left you a VM a bit ago. If you would prefer to speak over the phone, please feel free to call me, my number is [REDACTED]

Have a wonderful day,
Dan

Sent from my iPhone

COA GIFT DONATIONS

<i>DATE</i>	<i>AMOUNT</i>	<i>CHECK/CASH</i>	<i>DONOR</i>	<i>NOTES</i>
6/3/24	\$20.00	CASH	CAROLE CODY	DONATION
6/3/24	\$300.00	CHECK #1036	CARE BRIDGE HOME CARE	SUMMER BBQ SPONSOR
6/3/24	\$250.00	CHECK #7647	ROBERT & MARSHA BURT	IMO Terry Menard

Informational

TOTAL- SBC May Forums on Site Location

EITHER	UNSURE	WHEELLOCK	DALE- new build	DALE-add/reno	DALE- Either	DALE-unsure	T
12	2	6*	16	2	16	3	57

FORUM ONE

EITHER	UNSURE	WHEELLOCK	DALE- new build	DALE-add/reno	DALE- Either	DALE- unsure	T
1	2	1	3	1	3	2	13

FORUM TWO

EITHER	UNSURE	WHEELLOCK	DALE- new build	DALE-add/reno	DALE- Either	DALE- unsure	T
0	0	0	1	0	6	1	8

FORUM THREE

EITHER	UNSURE	WHEELLOCK	DALE- new build	DALE-add/reno	DALE- Either	DALE-unsure	T
7	0	3*	1	1	3	0	15

FORUM FOUR

EITHER	UNSURE	WHEELLOCK	DALE- new build	DALE-add/reno	DALE- Either	DALE-unsure	T
4	0	2	11	0	4	0	21

Forum Data (May 2024) - Site Selection

FORUM ONE

Site	# of Responses	Comments
EITHER	1	new build anywhere,
UNSURE	2	costs, impact on relocating students,
WHEELLOCK	1	
DALE STREET		
New Build	3	- likely simpler than add/reno, less disruptive to kids, eliminates uncertainty of leftover building, but open to reno
Add/Reno	1	- reno 1942 building and demo the rest, - Consider two floors to maximize SQFT
Either	3	- tours to help decide which,
Unsure	2	- depends on cost and disruption to children (2) - don't downplay historic character,
F1 TOTAL	13	

FORUM 1 (OTHER)

- COSTS- Dale alternative (asked? other town comm)
- Costs?? Impact on children dislocation. No proposed alternatives to consider with costs.
- Cost (of course) will be issue but it is what it is...just need to sell it somehow

FORUM TWO

Site	# of Responses	Comments
EITHER	0	
UNSURE	0	
WHEELOCK	0	
DALE STREET		
New Build	1	Prefer new build to avoid disruption to classes during reno option
Add/Reno	0	
Either	6	<ul style="list-style-type: none"> - These forums are the right step towards yes vote, data will help, - You have the data that neither vote will pass at Wheelock, - I'd prefer reno because of carbon footprint but it must work educationally, - I think we could have a great school built here (Dale) to meet current & future needs without going overboard, - I prefer add/reno with Park & Rec to have the best & save for the town. Will vote for a good school proposal at any reasonable place except Elm St.
Unsure	1	
F2 TOTAL	8	

FORUM 2 (OTHER)

- We need data now. Cost for options. Eliminate uncertainty.

FORUM THREE

Site	# of Responses	Comments
EITHER	7	(2 for new build)
UNSURE	0	
WHEELOCK	3*	- Wheelock is the better location. I have major concerns about Dale, but ultimately will vote yes for either location because we need a new school now. - This is ideal but I will vote to move the project forward.
DALE STREET		
New Build	1	
Add/Reno	1	
Either	3	
Unsure	0	
F3 TOTAL	15	

FORUM THREE (OTHER)

- If the Wheelock site is chosen, traffic concerns are a high priority, Cross St will need sidewalks, and the cost of Dale demo needs to be clear.
- Parents will say yes to Dale even if it is not the preferred site because we need a new school
- Please find out if nos over cost are always a no.
- Will MSBA even matter if they are always a no? Why wait to move forward if it doesn't move the needle? People like refunds so if we get the money it's a win.
- Please address parent concerns re: in-person vote - ask what concerns are early to plan accordingly so 2 parent homes can have both in attendance.
- Are we in touch with Westwood's SBC for best practice ideas to get this vote passed?
- How much in the "doghouse" are we with MSBA?
- Can we send out facts throughout the campaign to try to shut down misinformation spreaders?
- I have major concerns about families who have already had major interruptions in their elementary ed experience during covid, who will also have to live through a major renovation. (I second this)
- My other concern about building at Dale is taking away the field between Memorial and Dale, 400 kids play on that field every day. Removing it takes away all the open space for both schools. If a school was built at Wheelock, no play space would be taken away. (I second this)
- A 2-5 campus at Wheelock could lessen the amount of new teams/transitions special education students & families would have & would be beneficial (I second this, I third this)
- If Dale, we need a space to move the baseball field. We are already short field space.
- Re cost: if the decision is for Wheelock, the total cost estimate has to include not only the mothballing of Dale, but also the cost of a renovation/new build at Dale- what will we be asked to pay in extra taxes in the future for that project (school @Wheelock plus whatever is needed at Dale)
- I am also very confused about the environmental impact of a campus @ Wheelock. It very much sounds like a classic "build on a green site" versus "reuse a brown site situation. At Wheelock, there are issues around the water use, open space, ancient use of land etc.
- The field @Dale is useful but not as well kept at full used as other fields. This area at teh center of town is an important space that shapes the character of the town. ANother open field/baseball field would be better at Wheelock than the center of town.
- Thank you for your work!

FORUM FOUR

Site	# of Responses	Comments
EITHER	4	- I support either location as long as it is a new building. - I support either as long as it's a new build. Displacement is not acceptable. - We need a new school period. It is embarrassing this is still happening.
UNSURE	0	- I am not okay with displacing my child during an add/reno
WHEELLOCK	2	
DALE STREET		
New Build	11	
Add/Reno	0	
Either	4	- You can't win over people on cost, but you have a fighting chance on location
Unsure	0	
F4 TOTAL	21	

FORUM FOUR (OTHER)

- New build is needed, but unsure about the current site or at fields.
- Prefer Wheelock, but most important NEW school at either Dale or Wheelock. I do not want a reno of Dale.
- Dale location so important for community involvement.
- Incorporate Park & Rec.