



Select Board Meeting
Meeting Packet
June 3, 2025

Part I

ADMINISTRATION OF THE GOVERNMENT

Title XX

PUBLIC SAFETY AND GOOD ORDER

Chapter 138

ALCOHOLIC LIQUORS

Section 15FSPECIAL LICENSE FOR SALE OF WINE PRODUCED BY
FARMER-WINERY FOR OFF-PREMISES CONSUMPTION AT
INDOOR OR OUTDOOR AGRICULTURAL EVENT

Section 15F. Notwithstanding any other provision of chapter 138, in any city or town wherein the granting of licenses to sell wine is authorized under this chapter, the local licensing authority may issue to an applicant authorized to operate a farmer-winery under section 19B or in any other state, a special license for the sale of wine produced by or for the licensee in sealed containers for off-premise consumption at an indoor or outdoor agricultural event. All sales of wine shall be conducted by an agent, representative, or solicitor of the licensee to customers who are at least 21 years of age. A licensee under this section may provide, without charge, samples of wine to prospective customers at an indoor or outdoor agricultural event. All samples of wine shall be served by an agent, representative, or solicitor of the licensee to individuals who are at least 21 years of age and all samples shall be consumed in the presence of such agent, representative, or solicitor of the licensee; provided, however, that no sample shall exceed one (1) ounce of wine and no more than 5 samples shall be served to an individual prospective customer. For the

purposes of this section, the term "agricultural event" shall be limited to those events certified by the department of agricultural resources as set forth in this section.

An applicant for a special license under this section shall first submit a plan to the department of agricultural resources that shall demonstrate that the event is an agricultural event. The plan shall include a description of the event, the date, time and location of the event, a copy of the operational guidelines or rules for the event, written approval that the prospective licensee has been approved as a vendor at the event, including the name and contact information of the on-site manager, and a plan depicting the premises and the specific location where the license will be exercised.

Upon review of the plan, the department may certify that the event is an agricultural event; provided, however, that in making that determination, the department shall consider the following factors: (i) operation as a farmers' market or agricultural fair approved or inspected by the department; (ii) frequency and regularity of the event, including dates, times and locations; (iii) number of vendors; (iv) terms of vendor agreements; (v) presence of an on-site manager; (vi) training of the on-site manager; (vii) operational guidelines or rules, which shall include vendor eligibility and produce source; (viii) focus of event on local agricultural products grown or produced within the market area; (ix) types of shows or exhibits, including those which are described in clause (f) of the first paragraph of section 2 of chapter 128; and (xi) sponsorship or operation by an agricultural or horticultural society organized under the laws of the commonwealth, or by a local grange organization and/or association whose primary purpose is the promotion of agriculture and its

allied industries. The department of agricultural resources may promulgate rules and regulations necessary for the operation, oversight, approval, and inspection of agricultural events under this section.

An applicant for a license under this section shall file with the local licensing authority along with its application proof of certification from the department of agricultural resources that the event is an agricultural event. A special license under this section shall designate the specific premises, and dates and times covered. A special license may be granted for an indoor or outdoor agricultural event which takes place on multiple dates and/or times during a single calendar year but no special license shall be granted for an agricultural event that will not take place within 1 calendar year. The special license shall be displayed conspicuously by the licensee at the licensed premises. A copy of a special license granted by the local licensing authority shall be submitted by the authority to the commission at least 7 days prior to the date the agricultural event is first scheduled to begin. The local licensing authority may charge a fee for each special license granted, but such fee shall not exceed fifty \$50. A special license granted under this section shall be nontransferable to any other person, corporation, or organization and shall be clearly marked nontransferable on its face.

The commission may promulgate rules and regulations it deems appropriate to effectuate the purposes of this section.

A special license under this section may be granted by the local licensing authorities for a portion of premises that are licensed under section 12 provided that: (i) the special licensee documents the legal basis for use of the section 12 licensed premises; (ii) the area in which a special license is approved shall be physically delineated from the area remaining under

the control of the section 12 license holder; (iii) the holder of the special license shall be solely liable for all activities that arise out of the special license; and (iv) the special license holder shall not pay any consideration, directly or indirectly, to the section 12 license holder for the access to or use of the section 12 licensee's premises.

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

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LIEUTENANT

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

5/27/2025

Jeff Venuti
Blisspoint Meadery
1 Fox Run Rd

Dear Jeff Venuti,

Please be advised that your application for certification of the Medfield Community Market occurring Sundayss 6/1/2025 through 10/5/2025 between the hours of 9:00:00 AM to 1:00:00 PM as an agricultural event pursuant to M.G.L.c. Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery, farm-brewery, pub-brewery or farm-distillery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

A handwritten signature in blue ink that reads "Ashley E. Randle".

Ashley E. Randle, Commissioner

1. Applicant information

Name of Licensed Farm-Winery: Blisspoint Meadery

Farm-Winery License Number: FW-LIC-000138:

State of Issue: MA

Contact Person: Jeff Venuti

Address:

{Address (Street Address):

12.1}

Bedford

Massachusetts

01730

Phone Number: (617) 466-9658

Email: jeff@blisspointmeadery.com

Correspondence preference: Email

Do you intend to sell, sample, or both? Sell, Sample

2. Event Information

Name of Agricultural Event: Medfield Community Market

Type of Event: Farmers Market (as defined by MDAR policy)

If you selected “Other Agricultural Event”, how does this event promote local agriculture?

Event Address:

26 North Street

Medfield

Massachusetts

02052

Event Phone Number: (617) 784-4483

Event Website: <https://medfieldcommunitymarket.com/>

3. Event Description

What are the date(s) and time(s) of the event?

If this is a weekly event, on what day of the week does the event occur?

Start Date: 06/01/2025

End Date: 10/05/2025

Start Time: 09:00 am

End Time: 01:00 pm

If this is a weekly event, on what day of the week does the event occur?

Sundays

If the event is an agricultural fair, does the event include competitive agriculture?

N/A

Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?

No

Event Management

Name of Event Manager: Lauren Zembron

Email Address: admin@medfieldcommunitymarket.com

Phone Number: (617) 466-9658

Is this person the on-site manager? Yes

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s):

<https://forms.mass.gov/eoeea-agr/index.php?gf-download=2025%2F05%2FMedfield-Community-Market-Resume-of-Event-Manager-2025.pdf&form-id=22&field-id=42&hash=fa985b7eb340930da827d6e020b72b3d30de0c85793f7ebc63a4ff622affe6ba>

General

Attach a plan depicting the premises and the specific location where the license will be exercised:

<https://forms.mass.gov/eoeea-agr/index.php?gf-download=2025%2F05%2FMedfield-Community-Market-Plan-Depicting-Premise-2025.pdf&form-id=22&field-id=44&hash=02e9bf16313deea2094dcfd0d69f546ea838878487fb8b804b30c06d10bcd923>

Consent: I do hereby attest that this information is true, accurate and complete to the best of my knowledge and I understand that any falsification, omission, or concealment of material fact may subject me to administrative, civil, or criminal liability.

Please type your name: Jeff Venuti

Title: Owner

Farm-Winery, Farm-Brewery, Pub-Brewery or Farm-Distillery License Number: Blisspoint Meadery

State: MA

For Department use only

Approval:

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. C138, Sec. 15F.

Electronic signature:



Date: 5/27/25

Medfield Community Market Vendor Agreement 2025

The Medfield Community Market was created to support local farmers and makers as well as to bring high quality locally grown agricultural items and locally made specialty products to our community. We strive to cultivate trusting and enduring relationships between customers and vendors by placing an emphasis on honesty and transparency in product growing and/or making practices. We believe that every resident of our community should have access to high quality, nutritious, locally grown food. We will ensure that the Medfield Community Market is an inclusive and welcoming place for everyone. Our market aims to enhance our community by providing a safe social gathering space at which producers and consumers convene.

This Agreement is between The Medfield Community Market (the Market), located at (pending Planning Board approval) 26 North St, Medfield MA 02052 (behind First Parish Unitarian Universalist Church) and _____ (the Vendor) to sell products compliant with not only this Market's standards, but also the laws of the Commonwealth of Massachusetts as well as the laws of the United States. This contract shall begin on June 1st and shall last until the end of the 2025 Market season, save and except the provisions related to indemnification, limitations of liability, governing law, and forum which shall survive termination. In consideration for the terms described in this Agreement, the Vendor agrees to pay the Vendor fees and all other associated fees outlined below and adhere to the provisions of this Agreement and the Market agrees to provide the Vendor with an area to sell the Vendor's products and adhere to the provisions of this Agreement. This agreement is nonassignable. This agreement may be amended or modified in writing executed by both parties.

On-Site Market Coordinator:

The On-Site Market Coordinator is understood to mean the person designated by the Executive Committee to supervise the day-of operations of the Market. The On-Site Market Coordinator has the discretion and authority to interpret this Agreement and decide if a Vendor is in breach. The Market Coordinator's contact information will be shared with the Vendor once the Coordinator is hired.

Market Manager:

The Market Manager is understood to mean the person or persons designated by the Executive Committee to supervise the behind-the-scenes managerial operations of the Market.

At this time, Market Manager responsibilities will be split between the following members of the Executive Committee:

Lauren Costello	Greg Guerra	Rachel Holmen
Maria Leshner	Susan Peters	Lauren Zembron

Vendor Fees and Schedule:

The Vendor will be limited to one 12'x12' tent per booth fee. Should the vendor wish to have two tents, they will be charged a double fee. Vendors have three options for fee payments:

- \$35 per market day if Vendor does not prepay;
- \$30 per market day if Vendor prepays for bimonthly or monthly participation;
- \$25 per market day if Vendor prepays for weekly participation, for the duration of the market season.

The Market Manager has the right to limit the Vendor's participation to every other week or once monthly at their discretion.

Please indicate participation schedule by circling an option below:

Weekly
Bimonthly
Monthly
Occasionally

Product Standards:

The Vendor agrees that all products sold at the market will be grown, crafted and/or produced solely by the Vendor. No 3rd party products will be allowed to be sold, with the exception of a farm vendor selling clearly marked produce grown on another local farm.

The Vendor may take orders in advance of the market's day of operation.

Inspections and Product Quality: The Vendor will be subject to farm inspections at reasonable times by the Market Manager or a member of the Executive Committee to ensure compliance with the Market standards. Additionally, all products sold at the Market must be, in the opinion of the Market Manager, of high quality and free of pests, disease, rot, and spoilage. The Market Manager has the authority to sample the Vendor's products to ensure proper quality is maintained and to deny a Vendor the right to sell products that are of inferior quality. All food items must be kept at the appropriate temperatures at all times. Additionally, all coolers must have a working thermometer.

Compliance with Laws and Permitting Requirements:

The Vendor is required to comply with all applicable local, state, and federal laws and/or permitting requirements at all times. The Vendor will be prohibited from selling at the Market until compliance with all laws and/or permitting requirements has been achieved and the Market has proof of compliance. In order to sell edible products at the Market, the Vendor must, at a minimum, be certified by the Medfield Board of Health. A copy of the certificate must be remitted to the Market Manager along with this Agreement.

Market Hours of Operation:

On market days, the Vendor is allowed to arrive to set up as early as 8:00 AM, and the Vendor MUST be set up and ready to sell by 8:50. The market will start at 9:00 AM and end at 1:00 PM. Neither set up nor breakdown can occur during market hours. Additionally, no sales will be allowed outside of market hours.

Market Attendance Requirements:

The Vendor is required to attend the market on all days that have been agreed upon. The Market Manager will send the Vendor a schedule at the beginning of each season. The Vendor will need to acknowledge receipt of their schedule. Failure to attend on days that the Vendor is scheduled may result in the Vendor's participation being revoked.

In the event of inclement weather, the Market Manager will decide if the Market will be held that day. The Vendor will be required to attend unless notified by the Market Manager that the Market will not be held.

Vendor Stall Requirements:

Stall locations will be assigned at the discretion of the Market Manager. The Vendor is required to bring their own equipment to the Market. This includes, but is not limited to tables, chairs, a tent with weights on each leg (no stakes). No additional equipment will be provided by the Market. The Vendor is solely responsible for any injury to persons or property caused by the Vendor's equipment.

While the Market Manager's intent is to have consistency in Vendor stall assignments, the Market reserves the right to reassign Vendor stall locations at their discretion.

Market Safety and Sanitation:

- The Vendor must maintain a clean and sanitary stall.
- The Vendor is responsible for cleaning up their own stalls at the close of the Market.
- The Vendor must take home all of their equipment.
- The Vendor must also pick up and haul away any trash that accumulated at or around their stall throughout the day, including perishable items.
- The Vendor must dress appropriately; shoes and shirts are required.
- Smoking is not permitted by the Vendor in or near the Market area.
- Vendors who provide food samples to Market customers are responsible for setting up their own temporary hand washing station. Additional hand washing stations, if required by the Medfield Board of Health, will be provided by the Market.
- No animals are allowed in the Vendor's stall with the exception of service animals.
- The Vendor must supervise their children at all times, and may not allow any children under 16 years old to wander the Market area without a parent or guardian.

Vendor Signs:

The Vendor is required to post signs detailing the products for sale and their prices. Price wars will not be allowed (cutting prices in order to win business over a competing Vendor). The Vendor is expected to price their items appropriately.

Liability Insurance: The Vendor is required to maintain an insurance policy covering both general liability and product liability with a minimum of \$1,000,000 in coverage. The insurance policy must name the Market as an additional insured. The Vendor must show proof of such insurance prior to selling at the Market and produce a copy of the insurance certificate upon request. The Market does not provide any insurance coverage for the Vendor.

Indemnification, Hold Harmless and Defend:

The Vendor shall indemnify, hold harmless and defend the Market, its officers, agents and employees from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees, of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with the Vendor's participation in the Market. This provision shall survive the termination of this Agreement.

Breach of Contract and Termination:

If the Vendor violates any of the provisions of this Agreement, he/she/they will be considered to be in breach. The Market Manager shall have the authority to immediately suspend the Vendor's right to sell at the market if a breach of this Agreement presents a health or safety risk or is, in the opinion of the Market Manager, a serious breach of this agreement. For all other types of violations, the Market Manager shall notify the Vendor of a breach in writing and shall provide a reasonable time cure (at least 5 days). If a breach is not cured or not cured to the Market Manager's satisfaction, this Agreement may be terminated, without waiving any other rights or remedies of this Agreement and all Vendor fees shall be retained by the Market. If the Market, by and through its staff, agents, etc., violates any of the provisions of this Agreement, it will be considered to be in breach. The Vendor shall notify the Market Manager of a breach in writing and shall provide a reasonable time for the market to cure (at least 5 days). If said breach is not cured or not cured to the Vendor's satisfaction, this Agreement may be terminated. In any legal dispute arising under this Agreement, the non-prevailing party shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute. Failure of either party to insist on strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts, without reference to any conflicts of law provisions. Any dispute arising out of this Agreement shall be heard by a Massachusetts Court.

Acknowledgement:

This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter described above. I certify that I have read and understand the above terms and conditions and that I meet the Vendor criteria stated therein. I further agree to abide by all Market requirements as outlined above, as well as all federal, State and local laws, codes and regulations, to cooperate with the Market, and to pay all required Vendor fees.

Vendor Name (printed): _____

Vendor Phone Number: _____

Vendor Email Address: _____

Vendor Address: _____

Vendor Signature: _____ Date: _____

Authorized Member of Market Printed Name: _____

Market Address: _____

Authorized Member of Market Signature: _____ Date: _____



May 21, 2025

Lauren Zembron

admin@medfieldcommunitymarket.com

617-784-4483

To Whom This May Concern,

I am writing to you today to share the market manager's acceptance of Blisspoint Meadery as a vendor at the Medfield Community Market. The market will be operating every Sunday from June 1 through October 5, 2025, from 9:00am to 1:00pm.

Thank you for your time.

Regards,

Lauren Zembron

Medfield Community Market

Vendors

Farm Vendors

	Products
Tangerini's Farm	Produce, veggies, fruit
Clodhopper Farm	Vegetables & flowers
Microcultivations Craft Farm	Microgreens & edible flowers
Local Honey & More	Honey, maple syrup, bee products
Eight Elms Farm	Gourmet dog treats
Joyberry Farms	Mushrooms
Blisspoint Meadery	Farmer Winery
Aaronap Cellars	Farmer Winery

Prepared Food Vendors

	Products
Metaxia's Sweet Boutique	Baked goods, custom cakes, cookies
Wicked Fruitful	Teas, fruit spreads, desserts
Pinci Foods Lasagneria	Handmade lasagna
Wyos Woofery	Dog treats
Bali Marle	Indonesian Hot Sauce
TeaTimes Tx	Loose leaf teas
Dulce D Leche	Pastries, cookies, pies
Tracey's Granola	Granola
Royal Indian Kitchen	Indian foods
Solarium Coffee	Whole bean coffees/beverages
Rhed's Hot Sauce	Hot sauce
Al Runs on Cake	Cakes, macarons, sourdough bread

Artisan Vendors

	Products
Wax & Scent	Soy wax candles
CR Woodcrafts	Woodcraft products
Miraya DesignZ	Handmade jewelry
Rahim Gray Art	Pour art on canvases/coasters

Meetinghouse Pond

Upham Road

North Street

Wine

First
Parish
Church



May 20, 2025

Lauren Zembron

admin@medfieldcommunitymarket.com

617-784-4483

To Whom This May Concern,

I have served as one of the volunteer market managers for the Medfield Community Market since we started our first season in 2024. Although smaller in number of vendors than some of the more well-established farmers markets in the area, our market has solid attendance and my experience has been overwhelmingly positive. It is a joy to connect local producers and residents in a safe and welcoming environment. I am excited to be expanding our vendor list in our upcoming second season.

Alex Maider (alexandramaider@gmail.com / 617-838-9041) will be also serving as onsite manager for the 2025 Medfield Community Market. This is Alex's first year with the market, but she has served as Program Coordinator at Bellforge Performing Arts Center since 2022, steering committee member for Medfield Together, since 2020, and a board member for the Cultural Alliance of Medfield from 2020-2022.

Thank you for your time.

Regards,
Lauren Zembron

Farmer's Market Permit Application

MGL Ch. 138 §15F

Municipality:

Farmer's Market Permits allow wineries, breweries, and distilleries to provide samples of their produced alcoholic beverages and sell by the bottle/case their product for off-premises consumption.

This application should be completed and submitted to the Local Licensing Authority in the city/town in which the agricultural event is taking place along with certification from the [MA Department of Agricultural Resources](#) that the Farmer's Market for which they are seeking a license is an "agricultural event" and a copy of their state issued license to produce wines, malt beverages, and/or distilled spirits.

For more information on the Farmer's Market Permit, please visit the [ABCC website](#).

1. CONTACT INFORMATION

Please provide contact information for the individual the licensing authorities should contact regarding this form.

Name:

Phone:

Title:

Email:

2. LICENSEE INFORMATION

Entity Name:

ABCC License Number:
(if applicable)

DBA:

ABCC License Type:
(if applicable)

Manager of Record:

Premises Address:

City/Town:

State:

Zip:

Phone:

Email:

3. EVENT INFORMATION

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach documentation from the Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event:

B. Description of Premises

Please describe the location where alcoholic beverages will be sold within the agricultural event.

Event Address:

City/Town:

State:

Zip:

Describe area to be licensed:

Farmer's Market Application
MGL Ch. 138 §15F

C. Event Contact

Please provide information for contact on the day of the event.

Name:

Phone:

Email:

4. EXISTING LICENSES TO MANUFACTURE, EXPORT, AND SELL AT RETAIL

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine, malt beverages, or distilled spirits to consumers: *(Attach a copy of each license to this application)*. Please use the Additional Space at the end of the application if needed.

Entity Name

License Type

License Address

5. TRANSPORTATION AND DELIVERY

Please identify the business(es) or individuals that will transport alcohol from the license(s) listed above to the Farmer's Market premises.

Entity or Individual

ABCC License Type

ABCC License Number

6. DISCLOSURE OF DISCIPLINARY ACTION

Have any of the licenses listed in Section 4 ever been suspended, revoked, or cancelled?

Yes No

Date of Disciplinary Action

License Number

Reason for Disciplinary Action

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Signature:



Title:

Date:

ADDITIONAL SPACE

Please note which question(s) for which you are utilizing this space.



TOWN OF MEDFIELD, MASSACHUSETTS

SOLID WASTE AND RECYCLABLES PROGRAM CONTRACT

This Contract is made this **21st** day of **May** in the year **2025** by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and **All State Waste, Inc.** having a usual place of business at **582 Bedford Street, Bridgewater, MA 02324** hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of for Town Wide Solid Waste and Recyclables Invitation for Bids, hereinafter referred to as "Program";

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

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

1. Contract Documents

The Contract consists of this Agreement together with the Bid Form - (Attachment A) and the Scope of Work listed in the IFB. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

The Contractor shall furnish trash and recycling disposal services for the following Town buildings: Town Hall, Public Safety Building, Council on Aging, and Public Library in accordance with the Town's Invitation for Bids document FAC 2025-09, as well as, all services necessary or incidental thereto.

3. Performance of Work:

The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference

and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Delivery:

The Contractor shall deliver Trash and Single Stream Recycle Receptacles to all locations and trash removal services as listed in the Scope of Services provided in Bid Sheet - Attachment A and Scope of Work listed in the IFB.

5. Contract Term:

The Contract Term is as follows: **July 1st, 2025** through **June 30th, 2028** subject to annual appropriation and pricing from the Contractor.

6. Payment for Work:

The Town shall pay for the Program in accordance with the pricing in Bid Form - Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

7. Indemnification of the Town:

The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

8. Contractor's Standard of Care:

The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with the solid waste handlers and services of specified products. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations relating to proper handling, transportation, and disposal of solid waste and recyclables and will comply fully therewith.

9. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

10. Insurance:

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

11. Independent Contractor:

The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns:

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports:

The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Termination:

a. For Cause – The Town shall have the right to terminate this Agreement if:

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

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

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

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

15. Notice:

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

16. Severability:

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

17. Governing Law:

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

19. Entire Agreement:

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR: ALL STATE WASTE INC

OWNER: Town of Medfield

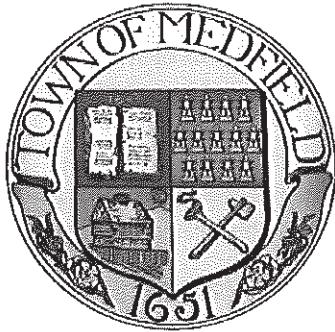
By: Alex Oppedisano
Name: Alex Oppedisano
Title: VP

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator



INVITATION FOR BIDS (IFB)
Town of Medfield, Massachusetts
TOWN WIDE SOLID WASTE & RECYCLABLE SERVICES
FAC 2025-09

1. RECEIPT OF BIDS:

- a. Sealed bids will be accepted by the Town of Medfield, 459 Main Street, Medfield, Massachusetts 02052 until Thursday, May 1st, 2025 at 12:00 PM at the Office of the Director of Finance & Operations, located on the 3rd floor of the Town Hall.

2. FORM OF QUOTE:

- a. Bids shall be submitted on the bid form *Attachment A* provided. No changes shall be made to the description of the IFB or in the item or items mentioned therein. Bids must contain the name and proper address of the bidder and must be signed. If by an individual, she/he personally; if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and if the bidder is a corporation, by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. Quotes which are not complete or contain any omissions, erasures, alterations, additions, or contain irregularities of any kind may be rejected as informal.

3. SUBMISSION OF BIDS:

- a. Envelopes containing bids must be sealed and addressed to:

*Medfield Public Schools
Attn: Michael LaFrancesca - Director of Finance & Operations
459 Main Street - 3rd Floor
Medfield, MA 02052*

- b. The outside envelope should be labeled "**RFP - Town Wide Solid Waste & Recyclable Services**" and should also note the name and address of the bidder, date and hour of the opening.
- c. Any bidder may withdraw his/her Quote by written request at any time prior to the noted

time of opening. Quotes, amendments to quotes or withdrawals received by fax will not be accepted.

- d. No quote may be withdrawn for a period of ninety (90) days from the date and time of the quote opening, Saturdays, Sundays and Legal Holidays excluded unless by mutual consent of the parties.
- e. Quotes received prior to the time of the opening will be securely kept unopened. No responsibility will be attached for the premature opening of a quote not properly addressed.
- f. If any changes are made to the Invitation for Bids (IFB) an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB and the Contractor shall be responsible for reassuring all addenda are in receipt prior to quote deadline.

4. SCOPE OF WORK

- a. Contractor is responsible for providing all weekly trash and recycling removal services for five (5) schools (High School, Middle School, Dale, Wheelock, Memorial) and four (4) Town Buildings (Town Hall, Library, Public Safety, and Council on Aging).
- b. **Equipment:** Contractor shall supply the dumpsters and recycling containers identified, as well as supply and operate trash removal vehicles to accommodate the pick up of dumpsters and recycling at each location. Contractor shall have equipment to wash and sanitize dumpsters as needed if requested by the Town.
- c. **Safety:** Contractor shall be responsible for security of the site during pick-ups and servicing of dumpsters. They are also responsible for the maintenance of their equipment, vehicles, and any other apparatus required to perform this scope of work.
- d. **Pick-up Schedule:** Contractor shall read the Scope specification provided and understand its instructions. Delivery of units and Pick-up shall occur before or after normal work hours to help prevent accidents, avoid students/school pick-up drop off, for ease of access, and as a general precaution. The specific schedules for each building will be provided to the successful bidder.
- e. **Reducing pick-up in off season:** The Town reserves the right to reduce trash & recycle pick-ups with a written ten day notice at any location. The Town anticipates that the Schools, during the summer months, may reduce the amount of pickups required. All quotes shall be based on a full year pick-up as noted in the frequency chart.
- f. **Disposal:** Contractor is responsible for disposal of all waste and recycling in accordance with all local, state, and federal laws and regulations.

5. PRICES

- a. In the event that there is a discrepancy between the unit price and the extended totals, if applicable, the unit prices will govern. In the event there is a discrepancy between the price written in words and written in figures, the price written in words shall govern. After the quote opening, a quote may not change any provisions of the quote in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be waived or the bidder will be allowed to correct them. If a mistake and the

intended quote are clearly evident on the face of the quote document, the mistake will be corrected to reflect the intended correct quote, and the bidder will be notified in writing; the bidder may not withdraw the quote. A bidder may withdraw a quote if a mistake is clearly evident on the face of the quote document, but the intended correct quote is not similarly evident.

6. INSURANCE REQUIREMENTS

- a. Bidders must provide insurance coverage no less than the amounts shown below:
- b. **General Liability**
Bodily Injury Liability: \$2,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$2,000,000 per occurrence
General aggregate \$2,000,000
- c. **Automobile Liability**
Bodily Injury Liability: \$2,000,000 per occurrence
Property Damage Liability \$ 500,000 per occurrence
(or combined single limit) \$2,000,000 per occurrence
- d. **Workers' Compensation Insurance**
Coverage for all employees in accordance with Massachusetts General Laws
- e. **Professional Liability Insurance**
Minimum Coverage \$2,000,000 per occurrence and in the aggregate

7. PREVAILING WAGE

- a. This project is subject to the Commonwealth of Massachusetts' prevailing wage regulations. Any price bid must be based on prevailing wages.

8. MASSACHUSETTS SALES TAX

- a. The Town is exempt from the payment of Massachusetts Sales Tax. Identification number is 046-001-216.

9. AWARD AND CONTRACT

- a. The Contract will be awarded to the responsible and responsive bidder offering the lowest pricing. The Town reserves the right to reject any bid or portion of a quote, to waive any informalities, and to award contract by items or by total to the lowest responsive and responsible bidder. The Town reserves the right
- b. The Town reserves the right to request a vendor to maintain vendor records for six (6) years and to provide assistance with any future audit requirements. A Notice of Acceptance of the Quote will be mailed or furnished to the successful Quote within thirty (30) days of the quote opening. A Town Contract and/or a Purchase Order will follow the written Notice of Award. A sample Contract is attached. By submitting a bid, the vendor agrees to all contract terms and conditions as written.

10. ADDITIONAL INFORMATION

a. Questions regarding this IFB should be directed in writing to bjachowicz@medfield.net. All inquiries must be submitted no later than Thursday, April 22, 2025 at 5:00 PM. Responses to all inquiries will be issued to all vendors of record no later than Thursday, April 24th, 2025 at 5:00 PM.

11. REQUIRED FORMS

- NON-COLLUSION FORM*
- TAX COMPLIANCE FORM*
- CERTIFICATE OF VOTE* Persons submitting a bid or proposal to provide supplies or services must submit the non collusion form, tax compliance form and certificate of vote form included in the bid package.
- GENERAL BID FORM* (Completed and signed)

LOCATION AND FREQUENCY CHART

High School 88R South St	Trash	10 yard	2 times a week
	Trash	10 yard	2 times a week
	Recycle	8 yard	Once a week

Blake Middle School 24 Pound Street	Trash	10 yard	2 times a week
	Trash	6 yard	2 times a week
	Recycle	8 yard	Once a week

Wheelock School 17 Elm Street	Trash	8 yard	2 times a week
	Recycle	8 yard	Once a week

Dale Street School 45 Adams Street	Trash	8 yard	2 times a week
	Recycle	8 yard	Once a week

Memorial School 59 Adams Street	Trash	8 yard	2 times a week
	Recycle	8 yard	Once a week

Town Hall 459 Main Street	Trash	2 yard	Once a week
	Recycle	2 yard	Every other week

Public Library 468 Main Street	Trash	2 yard	Once a week
	Recycle	2 yard	Every other week

Public Safety Building 114 North Street	Trash	2 yard	Once a week
	Recycle	2 yard	Once a week

Council on Aging One Ice House Road	Trash	2 yard	Once a week
	Trash	2 yard	Once a week
	Recycle	8 yard	Every other week

ATTACHMENT A - Bid Form
Town of Medfield
Proposal for Solid Waste and Recyclable Services

All State Waste, Inc.

Respondent's Company Name

A: YEAR 1 CONTRACT - July 1, 2025- JUNE 30, 2026 (OPTION A): Total cost per month per location

Medfield High School - 88R South Street:	\$ 1,003.17
Blake Middle School - 24 Pound Street:	\$ 832.00
Wheelock School - 17 Elm Street:	\$ 489.67
Dale Street School - 45 Adams Street:	\$ 489.67
Memorial School - 59 Adams Street:	\$ 489.67
Town Hall - 459 Main Street:	\$ 74.75
Public Safety Building - 114 North Street:	\$ 93.17
Council on Aging - 1 Ice House Road:	\$ 186.33
Public Library - 468 Main Street:	\$ 74.75

YEAR 1 CONTRACT TOTAL	\$ 44,798.00
(total monthly cost x 12 months/year)	(total cost for year 1)

YEAR 1: ALTERNATE PRICING

Additional pickup for 10 yard container:	\$ 80.00
Additional pickup for 8 yard container:	\$ 65.00
Additional pickup for 6 yard container:	\$ 50.00

B: YEAR 2 CONTRACT - JULY 1, 2026 – JUNE 30, 2027 (OPTION B): Total cost per month per location

Medfield High School - 88R South Street:	\$ 1,043.29
Blake Middle School - 24 Pound Street:	\$ 865.28
Wheelock School - 17 Elm Street:	\$ 509.25
Dale Street School - 45 Adams Street:	\$ 509.25
Memorial School - 59 Adams Street:	\$ 509.25
Town Hall - 459 Main Street:	\$ 77.74
Public Safety Building - 114 North Street:	\$ 96.89
Council on Aging - 1 Ice House Road:	\$ 193.79
Public Library - 468 Main Street:	\$ 77.74

YEAR 2 CONTRACT TOTAL	\$ 46,589.92
(total monthly cost x 12 months/year)	(total cost for year 2)

YEAR 2: ALTERNATE PRICING

Additional pickup for 10 yard container:	\$ 85.00
Additional pickup for 8 yard container:	\$ 70.00
Additional pickup for 6 yard container:	\$ 55.00

C: YEAR 3 CONTRACT - JULY 1, 2027 – JUNE 30, 2028 (OPTION C): Total cost per month per location

Medfield High School - 88R South Street:	\$ 1085.03
Blake Middle School - 24 Pound Street:	\$ 899.89
Wheelock School - 17 Elm Street:	\$ 529.62
Dale Street School - 45 Adams Street:	\$ 529.62
Memorial School - 59 Adams Street:	\$ 529.62
Town Hall - 459 Main Street:	\$ 80.85
Public Safety Building - 114 North Street:	\$ 100.77
Council on Aging - 1 Ice House Road:	\$ 201.54
Public Library - 468 Main Street:	\$ 80.85

YEAR 3 CONTRACT TOTAL \$ 48,453.52
(total monthly cost x 12 months/year) (total cost for year 3)

YEAR 3: ALTERNATE PRICING

Additional pickup for 10 yard container:	\$ 90.00
Additional pickup for 8 yard container:	\$ 75.00
Additional pickup for 6 yard container:	\$ 60.00

TOTAL (OPTION A) - YEAR 1 CONTRACT: \$ 44,798.00

TOTAL (OPTION A+B) - YEAR 2 CONTRACT: \$ 91,387.92

TOTAL (OPTION A+B+C) - YEAR 3 CONTRACT: \$ 139,841.44

D) ALTERNATE COST REDUCTION

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

Signature Alex Oppedisano
Date 04/30/2025

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: Alexander Oppedisano
Print Name
Vice President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Alexander Oppedisano, authorized signatory for
name of signatory
All State Waste, Inc., whose
name of contractor
principal place of business is at 582 BEDFORD ST BRIDGEWATER MA 02324,

does hereby certify under the pains and penalties of perjury that

All State Waste, Inc. 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.

4/30/2025
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of All State Waste, Inc., 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, Alexander Oppedisano 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 April 30, 2025

Alex Oppedisano

Clerk of Corporation

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

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

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

PRODUCER Arthur J Gallagher 233 West Central St Natick MA 01760	CONTACT NAME: Andy Newcomb	
	PHONE (A/C, No. Ext): 800-333-7234	FAX (A/C, No): 781-586-8244
INSURED All State Waste Inc 582 Bedford Street Bridgewater MA 02324	E-MAIL ADDRESS: Andy_newcomb@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Commerce Insurance Co.	34754
	INSURER B: MA Trade Self-Insurance Group	
	INSURER C: RSUI Indemnity Company	22314
	INSURER D: Nautilus Insurance Co	17370
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 498944833

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	Y	BJGNQC	6/15/2024	6/15/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 300,000
							MED EXP (Any one person)		\$ 5,000
							PERSONAL & ADV INJURY		\$ 1,000,000
							GENERAL AGGREGATE		\$ 2,000,000
							PRODUCTS - COMP/OP AGG		\$ 2,000,000
									\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	N	L11031	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)		\$ 20,000
							BODILY INJURY (Per accident)		\$ 40,000
							PROPERTY DAMAGE (Per accident)		\$
									\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		Y	Y	NHA103888	6/15/2024	6/15/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE		\$ 2,000,000
									\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N <input type="checkbox"/> I <input type="checkbox"/> A	Y	021004100257123	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT		\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
D	Pollution		Y		CPL2032698-13	6/15/2024	6/15/2025	aggregate occurrence	3,000,000 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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All State Waste, Inc.
582 Bedford St. Bridgewater MA 02324
P: (508) 807-4646
www.allstatewasteinc.com
SOWMBA Certified/ WBE/ DBE

REFERENCES:

1. **Cody Haddad**
Town Manager
Town of Halifax
499 Plymouth St
Halifax, MA 02338
781-294-1316
Cody.Haddad@halifax-ma.org

Relationship: Customer - Servicing all municipal buildings trash & single stream, town recycle center and town curbside collection.
2. **Delshaune Flipp**
Health Agent
Town of Rockland
242 Union St
Rockland, MA 02370
781-871-1874
healthdeps@rockland-ma.gov

Relationship: Customer - Servicing all municipal buildings trash & single stream, town recycle center and town curbside collection.
3. **Katie Hartman**
Special Projects Manager
Town of Hingham
220 Central St
Hingham, MA 02043
508-631-9930
kstclair@hinghamschools.org

Relationship: Customer - Servicing all school buildings trash & single stream.
4. **Donna Burks**
Senior Property Manager
Spring Gate Apartments
52 Hannah Way
Rockland, MA 02370
781-427-1237
dburkssmith@firsthartford.com

Relationship: Customer - Servicing all trash and single stream for community.
5. **Geoffrey Anatole**
Principal
South Shore Property Management
15 Torry St
Brockton, MA 02301
781-789-9945
geoffrey@sspm-llc.com

Relationship: Customer - Servicing all trash and single stream for various locations.

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. MassDOT deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the MassDOT Terms and Conditions, MassDOT IT Terms and Conditions which are incorporated by reference herein. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Medfield		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C): 459 Main Street, Medfield, Ma 02052		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
Contract Manager: Frank Gervasio		Billing Address (if different):	
E-Mail: fgervasio@medfield.net		Contract Manager: Amber Vaillancourt	
Phone:	Fax:	E-Mail: Amber.Vaillancourt@dot.state.ma.us	
Contractor Vendor Code: VC0000104652		Phone:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD00.1 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 6433 INTFO0X02024A0122174	
NEW CONTRACT		X CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <ul style="list-style-type: none"> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget) 			
Enter Current Contract End Date Prior to Amendment: July 1, 2025 Enter Amendment Amount: \$ No change. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget) 			
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> MassDOT TERMS AND CONDITIONS <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). <u>\$150,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This additional time will enable us to fully integrate the wayfinding project with our broader downtown improvements maximizing its impact for our community.			
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN Does the Supplier Diversity Program apply? <input type="checkbox"/> Yes If YES, the Contractor's annual SDP commitment for this Contract is _____ <input checked="" type="checkbox"/> No If NO, enter the appropriate exemption Procurement not subject to 801 CMR 21.00			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> , 20 </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> , 20 </u> , a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by the Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			

MASSDOT STANDARD CONTRACT FORM

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: _____ Date: _____.
(Signature and Date Must Be Handwritten At Time of Signature or conform to
the MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: _____
Print Title: _____

AUTHORIZING SIGNATURE FOR MassDOT:

X: _____ Date: _____.
(Signature and Date Must Be Handwritten At Time of Signature, or conform to the
MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: _____
Print Title: _____

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYs, the name of the Contract Manager must be included in the Contract on COMMBUYs.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new or to enter into an Interim Contract with a new Contractor when a current Contractor is unable to complete full performance under a Contract. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, to enter into an Interim

Contract with a current Contractor, and. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies ([State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#)) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Procurement: Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Interim Contracts

Check this option for an Interim Contract with a new Contractor whenever an existing Contract has been or will be terminated or suspended for any reason or whenever a current Contractor is unable to complete full performance under a Contract. An Interim Contract may be offered to the bidder that offered the next Best Value response under the original procurement and under the same terms and prices offered in that bidder's original response. The duration of an Interim Contract shall be limited to the remaining time available under the duration stated in the original RFR, including any options to renew. If the Department is unable to negotiate a Contract with any of the original bidders who submitted responses, in their original rank order according to Best Value, and under the same terms as offered in their original response, the Department will be required to conduct a new competitive procurement.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to enter into an Interim Contract with a current Contractor when a new procurement will not be completed prior to the expiration of the current Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract with a current Contractor when

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a new competitive procurement has been commenced, but due to an unanticipated delay, has not been completed prior to the end of the duration available under the current Contract, as specified in that Contract's original RFR. An Interim Contract may be used to extend the current Contract under the same terms and conditions only for the period necessary to complete the competitive procurement, including the execution of new Contracts.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT [Terms and Conditions](#) (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Check "YES" if the contract is subject to the requirements of the Supplier Diversity Program (SDP) as described in the Diverse and Small Business Program Policies for Goods and Services Procurements (and, as applicable, the SDP Policy for Purchase of Service (POS) Procurements and Contracts Policy Overview). Also check "YES" if the contracting

department has voluntarily included SDP terms in the procurement. Generally, goods and services contracts with an estimated annual value of \$250,000 or more, averaged over the life of the contract, executed by Executive Departments as defined by M.G.L. c. 6A, § 2, are subject to these policies. Check "NO" if the contract is not subject to these policies and no SDP terms were included voluntarily. If YES, enter the Contractor's annual SDP commitment. This commitment is a percentage of sales from the resulting contract to be spent with Certified Partner(s), which must be at least 1%. If the contract will be for the purchase of human and social services (referred to as Purchase of Service or POS) covering a variety of client health care, medical, and non-health care services, then enter the dollar amount commitment for the organization. If NO, and the Department is an Executive Department, enter the appropriate exemption from the "Procurements and Contracts Exempt from this Policy" section of the Diverse and Small Business Program Policies for Goods and Services Procurements to explain why the SDP is not applicable to this contract.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L.c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the **Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L.c.4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy.** See Contract and ISA Execution after the COVID-19 State of Emergency.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide

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Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES:

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty

up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to [G.L. c. 62C, s. 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting child support including [G.L. c. 119A, s. 12](#); TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department in writing of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and

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agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's Terms and Conditions or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also Massachusetts Commission Against Discrimination (MCAD) and MCAD links and resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if so qualified.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms of this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

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Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5\(f\)](#) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 592 and 599. Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non- Discrimination, and Affirmative Action). Executive Order 599 (Reaffirming Programs to Ensure Diversity, Equity, and Inclusion for Diverse and Small Massachusetts Businesses in State Procurement and Contracting. All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(u). These provisions shall be enforced through the contracting Department, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanction.



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name Town of Medfield	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC0000104652
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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

There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

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

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

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name	Phone Number
Title	Email Address

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

Municipal Energy Manager Funding Memorandum of Understanding (“MOU”)

This Memorandum of Understanding (MOU or Agreement) by and between Eversource Energy Service Company (Eversource), and the Town of Medfield (each referred to herein as a Party and collectively as the Parties).

I. Purpose

- A. The purpose of this MOU is to memorialize the understanding of the Parties with the goal of improving the energy efficiency, energy equity, and sustainability of all Eversource served municipal and school buildings within the Town. Further, this MOU sets forth the understandings of the Parties as they relate to the Parties' mutual desire to realize an energy and sustainability vision over the three-year term of January 1, 2025 – December 31, 2027 (the Term). Additionally, this MOU supports the Parties' ongoing commitment to energy efficiency and greenhouse gas (GHG) emissions reductions, in investment in resources and infrastructure improvements, especially those which will help K-12 schools become healthier, more productive learning environments, and to strive to lead by example to achieve a vibrant, cost-effective, clean energy future.

II. Project

- A. Collaborative Initiative
 1. Through participation in the Mass Save School Decarbonization offer, the Town aims to improve the environmental sustainability of its K-12 schools by implementing activities that will reduce school energy loads, work to decarbonize its building portfolio, improve indoor air quality and provide clean energy educational opportunities.
 2. Eversource endeavors to advance Massachusetts' climate objectives and is committed to working with the communities we serve to achieve a clean, equitable, affordable energy future.
 3. This MOU establishes a special offering of integrated financial assistance from Eversource to support a Municipal Energy Manager role for the Town, combined with additional technical and financial support by Eversource to the Town-owned portfolio of existing facilities, with a focus on K-12 schools. These resources in combination are intended to increase energy efficiency in the Town's building stock, improve comfort in buildings, and reduce adverse environmental impacts.
 4. The Parties recognize that Mass Save Energy Efficiency programs provide tools, resources, and expertise that align with and support many Town and School District goals.
 5. This MOU further establishes goals and activities for engaging the Town residential, business, and non-profit community. The Parties will endeavor to use Eversource programs to reduce annual utility bill costs, improve operations, reduce maintenance costs, improve human comfort & health, and provide positive environmental impacts.
 6. The Parties recognize that the energy landscape will continue to evolve over the course of the Term of this MOU and commit to working together to implement available programs and opportunities as they arise. The Parties have identified priority activities (table below)

to be carried out by the Municipal Energy Manager; however, priorities will be reassessed annually or as needed by Eversource in collaboration with the Town.

III. Municipal Energy Manager Deliverables

A. Deliverables – Municipal Energy Manager

A. Recognizing the value of a Municipal Energy Manager who can contribute significant savings to taxpayers in the form of energy bill savings for the Town and for residents and businesses through energy saving and sustainability projects, Medfield commits to hiring a Municipal Energy Manager by August 15, 2025.

B. Although referred to throughout this MOU as “Municipal Energy Manager,” the Town will decide on the exact title and level of seniority for the role, provided that the role is sufficiently senior to carry out the activities outlined in this MOU.

C. Eversource commits to provide financial support for the Town to hire a Municipal Energy Manager in the following amount for the corresponding timeline:

2025: \$60,000

2026: \$60,000

2027: \$60,000

1. The Year One, Year Two, and Year Three deliverables outlined below describe the minimum activities a Municipal Energy Manager must complete. In addition to these minimum deliverables, Priority and Additional Goals for the Municipal Energy Manager for implementation over the three-year grant period are listed in the below table. Town of Medfield may leverage their Municipal Energy Manager in other energy management, energy efficiency, renewable energy, or emission reduction initiatives as time permits, but should prioritize Mass Save eligible projects and those projects that enable Mass Save eligible projects in accordance with the minimum deliverables and Priority Goals. Other municipal staff, including the Municipal Energy Manager’s supervisor, will be expected to attend several workshops and sessions, organized by the Municipal Energy Manager throughout the Term. These sessions will focus on findings of the Municipal Energy Managers work as well as outlining action items. Other existing staff may also need to support the Municipal Energy Manager in meeting grant deliverables.

Priority Goals	
Priority Goal Area	Municipal Energy Manager Objectives
Municipal Buildings	Implement in the first year a Portfolio Prioritization Plan and annually two Comprehensive Building Assessments with financial and technical support from Eversource, with a focus on school buildings. Lead by Example: With a focus on school buildings, implement municipal energy efficiency and electrification decarbonization measures with incentive support from Eversource, including enhanced incentives for K-12 school buildings, DOER Green Communities, Massachusetts Clean Energy Center, Massachusetts School Building Authority, and other sources.

	Create a process to engage new construction and major renovations for municipal buildings as early as possible through collaborations with Planning Department and other stakeholders.
Additional Goals	
Additional Goal Area	Municipal Energy Manager Objectives
Multifamily	Engage landlords and tenants to participate in comprehensive energy efficiency upgrades.
	Coordinate and facilitate participation of small business customers, including non-profits.
Small Business	Coordinate with Eversource on a small business main streets event.
	Create a process to engage new construction and major renovations as early as possible through collaborations with Planning Department and other stakeholders.
Residential	Work with Mass Save and community-based organizations to aggressively promote energy efficiency retrofit programs for existing residential buildings.
	Coordinate with local community action agencies to connect eligible residents with energy efficiency and fuel assistance.
Decarbonization Educational and Professional Development	Coordinate with the Mass Save K-12 education program provider National Energy Education Development (NEED) program to convene at least one training for teachers and/or students to deliver clean energy education and curriculum development.
	Coordinate with municipal building, facilities, and maintenance staff to encourage participation by at least one staff member in no-cost Building Operator Certification and/or building codes training.

2. As part of their roles and responsibilities, while this MOU is in force, the Municipal Energy Manager will be required to complete the following deliverables:
 - a. Year One Deliverables
 - i. Facilitate an Energy Management Assessment to evaluate the current state of energy management practices and policies in the municipality.
 - ii. Prepare a Year One Work Plan that provides an overview of all Year One deliverables and a timeline of all Year One activities.
 - iii. Through use of the Mass Energy Insight tool offered by the MA Department of Energy Resources, develop or refresh an Energy Management Plan, covering three or more years, for all in-scope municipal facilities including:
 1. Results of the Energy Management Assessment including the action plan and organizational engagement plan.
 2. An internal assessment of energy performance and associated GHG emissions of all municipal buildings.
 3. Assigned GHG reduction targets for the in-scope municipal building portfolio.

- iv. Identify, prioritize, and recommend specific opportunities to improve energy efficiency, electrify HVAC and other building systems, and pursue GHG reductions in the municipal building portfolio, prioritizing school buildings, working closely with building managers and utilizing the Municipal Energy Manager's criteria for meaningful impact (size of emission reductions, cost savings, turnaround, ease of implementation, etc.), leveraging support from utility vendors and Mass Save Comprehensive Building Assessments.
- v. A comprehensive list of incentive funding available to support the identified opportunities.
- vi. Initiate a GHG emission inventory of municipal buildings and municipal fleet.
- vii. Present the Energy Management Plan and Work Plan to municipal staff and elected officials.
- viii. Establish a regular check in meeting time at least quarterly with Eversource to leverage support for Work Plan activities.
- ix. Complete all tasks to ensure that the municipality is a Department of Energy Resources (DOER) Green Community in good standing, or for communities that have not yet applied, consider completing the application to become a designated Green Community in conversation with municipal leaders and other stakeholders.
- x. Solicit support from Eversource for them to complete no-cost technical assistance for, at minimum, the highest energy-consuming municipal school building (or school building with the most energy efficiency potential). Work with Eversource and their approved vendors on a timeline to assess the remaining school buildings and other municipal buildings and select school buildings that are priorities for electrification and decarbonization-readiness.
- xi. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports and identification of additional energy-related work beyond Municipal Energy Manager deliverables to be submitted to Eversource.
 - 1. KPIs should include, but are not limited to:
 - a. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - b. Energy savings resulting from said projects.
 - c. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
 - 2. The third quarter progress report shall include a Year Two Work Plan that includes, at a minimum: an overview of all Year Two required deliverables, a timeline of all Year Two activities, and potential GHG reducing projects.
- xii. Present an overview of Year One achievements and deliverables to municipal and elected officials that includes details on Year One progress including the Work Plan, the Energy Management Plan, case studies on the GHG reducing projects, and any other related initiatives. Send presentation slides to Eversource.
- xiii. Facilitate an Energy Management Assessment update to evaluate the changes and status of energy management practices and policies over Year One.

- b. Year Two Deliverables
 - i. Expand upon and finalize the Year Two Work Plan submitted in the Year One third quarter progress report.
 - ii. Continue following the Year One Energy Management Plan deliverables for all municipal facilities, with a focus on school buildings, and refresh as needed to reflect the following:
 - 1. Updated results of the Energy Management Assessment to evaluate the changes and status of energy management practices over Year One.
 - 2. Updated results of all Comprehensive Building Assessments and municipal building audits.
 - 3. Updated municipal building portfolio energy performance via energy benchmarking with up-to-date energy consumption information.
 - 4. Revised GHG reduction targets for the entire municipal building portfolio, if required.
 - 5. Additional identification of specific opportunities to realize measurable and meaningful improvements in energy efficiency as recommendations to building managers, if any.
 - 6. An updated list of the best opportunities for pursuing GHG reductions in the municipal building portfolio, with a focus on school buildings.
 - 7. An updated list of incentive funding available to municipalities that will support the identified opportunities.
 - iii. Present the Energy Management Plan and Work Plan to municipal staff and elected officials and share with Eversource.
 - iv. Complete or initiate GHG emission-reducing activities that achieve an additional 3% GHG reduction over the previous year's emissions or an approved reduction based on the Energy Management Plan scope, including **at least** one project on a school building and one project on a school or municipal building (2 total) that qualify for Mass Save incentives.
 - v. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports on deliverable progress, updates to the Work Plan and Energy Management Plan, and identification of additional energy-related work beyond Municipal Energy Manager deliverables to be submitted to Eversource.
 - 1. KPIs should include, but are not limited to:
 - a. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - b. Energy savings resulting from said projects.
 - c. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
 - 2. The third quarter progress report shall include a Year Three Work Plan that includes, at a minimum: an overview of all Year Three required deliverables, a timeline of all Year Three activities, and potential GHG reducing projects.
 - vi. Present an overview of Year Two deliverables to municipal staff and elected officials that includes details on Year Two progress including the Work Plan, the

Energy Management Plan, case studies on the GHG reducing projects, and any other related initiatives. Share materials with Eversource.

- vii. Participate in the Energy Management Assessment update with Eversource to evaluate the changes and status of energy management practices and policies over Year Two.
- c. Year Three Deliverables
 - i. Expand upon and finalize the Year Three Work Plan submitted in the Year Two third quarter progress report.
 - ii. Continue the deliverables as listed in Year Two.
 - iii. Complete the community-wide GHG emission inventory begun in Year One.
 - iv. Complete GHG emission-reducing activities based on the Energy Management Plan scope, including **at least** two projects on school buildings and one project on a school or municipal building (3 total) that qualify for Mass Save incentives.
 - v. Track key performance indicators (KPIs) on an ongoing basis and use them to complete quarterly progress reports on deliverable progress, updates to the Work Plan and Energy Management Plan, and identification of additional energy-related work beyond Municipal Energy Manager deliverables to be submitted to Eversource. KPIs should include, but are not limited to:
 - 1. Number of energy efficiency and electrification projects implemented in municipal buildings.
 - 2. Energy savings resulting from said projects.
 - 3. Grants applied for and grant dollars won to support energy saving and GHG reduction activities.
 - vi. Submit a final report (in October 2027) that summarizes all projects, energy saved, grants applied to, continued energy management recommendations, financial sustainability plan to support continued Municipal Energy Manager role, and municipal learning outcomes for 2025-2027.

All deliverables including the Energy Management Plan, Work Plans, presentation slides, and other materials must be sent to Eversource for progress tracking purposes upon completion. Municipalities receiving Municipal Energy Manager funding are encouraged to apply for project funding from Mass Save, DOER Green Communities, Massachusetts Clean Energy Center (MassCEC), Massachusetts School Building Authority (MSBA) and other organizations to offset the cost of identified projects.

IV. Administration and Governance

A. Eligible and Ineligible Expenses

Town understands that the following uses pertain to the funding provided through the Municipal Energy Manager grant.

Eligible Expenses	Ineligible Expenses
<ul style="list-style-type: none"> • Direct salaries, wages, or independent contractor fees paid by the municipality to the Municipal Energy Manager for time 	<ul style="list-style-type: none"> • Direct salaries, wages, or independent contractor fees paid by the municipality to the Municipal Energy Manager for time

<p>worked only on those activities of the Municipal Energy Manager that contribute to statewide decarbonization goals pursuant to G.L. c. 21N, § 3B, such as municipal energy savings and GHG reductions, and in accordance with the municipality's pay scales as regular salary excluding overtime pay and bonuses.</p> <ul style="list-style-type: none"> • Benefits such as sick days, short- or long-term disability, health, medical, and life insurance, pension plans, or any other fringe benefits for Municipal Energy Manager employees hired. • Travel expenses to in-person trainings. 	<p>worked on any activities related to municipal aggregation or any other activities that do not contribute to statewide decarbonization goals pursuant to G.L. c. 21N, § 3B. To the extent a municipality employs an energy manager to work on matters beyond energy efficiency and decarbonization related matters, such as municipal aggregation programs, that individual's salary must be allocated between each funding source in proportion to the time devoted to each pursuit and documented accordingly.</p> <ul style="list-style-type: none"> • Spending on incentives, programs, or support for new fossil fuel equipment, except for emergency facilities, hospitals, or other exceptions specified by G.L. c. 25, § 21(b)(2)(xi). • Benefits such as sick days, short- or long-term disability, health, medical, and life insurance, pension plans, or any other fringe benefits for municipal energy manager contractors. • In-kind contribution of services. • Day-to-day office supplies and equipment (e.g., telephone, computer). • Salaries of staff participating in related activities (except for the Municipal Energy Manager role). • Expenditures related to regular business activities such as computing equipment. • Overtime pay. • Bonuses/performance pay. • Costs related to ongoing or other business activities and not specifically required for energy savings/GHG reduction activities. • Training sessions or courses. • Overhead fees, charges, or multipliers. • Membership fees or dues. • Any other expense deemed by Eversource to be ineligible.
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B. Energy Solutions Team

The Parties will establish an Energy Solutions Team to oversee implementation of the terms of this MOU. The team will meet quarterly, or as otherwise scheduled and agreed to by the Parties, to review progress and plan future activities. Members of this team should include at a minimum:

- Eversource Energy Efficiency Consultant

- Eversource Community Relations Specialist

To implement the terms of this MOU,

Eversource will:

- Provide a sample job description for a Municipal Energy Manager based on job descriptions provided by other municipalities in Massachusetts.
- Appoint Energy Efficiency Representatives from Eversource to serve as the point of contact for MOU commitments.
- Connect Medfield with Mass Save technical assistance for school and municipal buildings.
- Provide an enhanced incentive for school building upgrades.
- Share Mass Save and Eversource marketing materials, for distribution to municipal stakeholders.
- Assist with outreach, communication, education, and other activities to promote Agreement activities and engage existing and new customers (residents and businesses) in energy efficiency and related programs.
- Connect the Municipal Energy Manager with opportunities for professional development, training, and mentorship.
- Representatives from Eversource will introduce the Municipal Energy Manager to other staff members from their companies as needed.

Town will:

- Be responsible for defining the final job description, setting the salary, and paying benefits that it determines appropriate for the Municipal Energy Manager that may be in excess of the amount outlined above.
- Hire a Municipal Energy Manager no later than August 15, 2025.
- In the event of staff turnover, commit to rehiring a new energy manager in a reasonable time frame, not to exceed an additional six (6) months.
- Endeavor to create a long-term financial plan for the energy manager as part of this Agreement such that the position become a permanent role after the end of the Agreement period.
- Appoint the new energy manager as a primary point of contact for communication regarding Agreement activities, as well as appoint a secondary point of contact for periods of time when there may not be an energy manager appointed during the Term.
- Participate in quarterly status meetings at times and places as agreed to by the Parties.
- Encourage collaboration between all Town departments and the Municipal Energy Manager, such as schools, finance, legal, procurement, facilities, and public works.
- Via the Municipal Energy Manager, create an annual impact report for each calendar year of this Agreement, starting in 2025, summarizing energy initiatives implemented.
- Via the Municipal Energy Manager, starting in 2025, implement at least one energy initiative annually [per municipality] to further energy savings and energy equity for each sector in Town including municipal buildings, residents, non-profits, and/or businesses.
- Leverage the established relationships and communication channels of community partners.

- Act as a liaison between Eversource and community partners to improve understanding of and participation in energy efficiency and other customer programs across sectors and building types.
- Participate in professional development, training, and mentorship opportunities for Municipal Energy Managers that Eversource or other regional partners may offer.
- Assist with outreach, communication, education, and other activities to promote Agreement activities and engage existing and new customers (residents and businesses) in energy efficiency and related programs.
- Participate in customer case studies and highlights about the Towns experience in energy efficiency and electrification activities and programs.

C. Incentive Disbursement

Eversource agrees to provide financial support for Town to hire a Municipal Energy Manager in the following amount for the corresponding timeline, with the total support not to exceed \$180,000.00.

Eversource will pay the Municipal Energy Manager incentive to the Town in accordance with the following schedule (**note that references to “quarters” are in accordance with the calendar year, not the municipal fiscal year**):

Date	Milestone	Payment from Eversource
2025 (estimated March)	<ul style="list-style-type: none"> • Execution of funding agreement between municipality or partnership and Eversource, including annual salary value. • Confirmed start date for the new Municipal Energy Manager. • Invoice to Eversource for 75% of Year One salary. 	75% of Year One salary
October 2025	<ul style="list-style-type: none"> • Verification that the Energy Manager submitted their first quarter report in April 2025 and second quarter report in July 2025 (if applicable). • Energy Manager’s third quarter report submitted. • Invoice to Eversource for final 25% of Year One salary. 	25% of Year One salary
December 2025	<ul style="list-style-type: none"> • Submission of end of year report that includes: <ul style="list-style-type: none"> ◦ A high-level Year Two Work Plan including the continuation of the Energy Management Plan, ◦ An overview, timeline, and plan to achieve Year Two deliverables, ◦ Examples of potential GHG reducing projects, ◦ And other planned activities. • Invoice to Eversource for 75% of Year Two salary. 	75% of Year Two salary
October 2026	<ul style="list-style-type: none"> • Verification that the Energy Manager submitted their first quarter report in April 2026 and second quarter report in July 2026. • Energy Manager’s third quarter report submitted. • Invoice to Eversource for final 25% of Year One salary. 	25% of Year Two salary

December 2026	<ul style="list-style-type: none"> Submission of end of year report that includes: <ul style="list-style-type: none"> A high-level Year Two Work Plan including the continuation of the Energy Management Plan; An overview, timeline, and plan to achieve Year Two deliverables; Examples of potential GHG reducing projects; and Other planned activities. Invoice to Eversource for 75% of Year Three salary. 	75% of Year Three salary
October 2027	<ul style="list-style-type: none"> Verification that the Energy Manager submitted their first quarter report in April 2027 and second quarter report in July 2027. Submit a final report that summarizes for 2025-2027 all projects, energy saved, grants applied to, continued energy management recommendations, financial sustainability plan to support continued Municipal Energy Manager role, and municipal learning outcomes. Invoice to Eversource for final 25% of Year Three salary. 	25% of Year Three salary

Medfield must inform Eversource of the planned start date for the Municipal Energy Manager.

Eversource reserves the right to deny Year Two funding if the quality and comprehensiveness of Year One deliverables are not to the satisfaction of Eversource. The Year One final report must detail any Year One deliverables that were not met and provide a detailed rationale as to why.

During Year Two and/or Year Three participation, the municipality reserves the right to provide their Municipal Energy Manager a merit, cost of living, or performance-based raise, but funding from Eversource will not change from the rate approved in the municipality's Municipal Energy Manager application.

Eversource must be immediately notified of any scope deviation from the Municipal Energy Manager Application or Funding Agreement, and an amendment must be duly executed to capture the scope change.

If actual costs expended by the Town come in under the above budgeted amount listed above for a given year during the Term, such under budget amount may be carried over and available for the subsequent year, not to exceed the Maximum Support amount in total over the Term. If the Municipal Energy Manager leaves during the Term, further payment will be withheld until the new municipal manager's initial hiring.

All funds allocated from Eversource for salary and benefits for the Municipal Energy Manager position must be invoiced to Eversource by the Town by December 31, 2027.

V. Invoicing

The Town shall coordinate with the energy solutions team to provide the necessary information to proceed with payment. Required documents and information include (but are not limited to) a W-9

EVERSOURCE

(demonstrating that the municipality is tax-exempt), mailing address, and made payable to Eversource will use this information to set up an Authorization for Payment (AFP) with the Townssue payment.

Invoices shall be submitted twice annual basis as outlined in the “Incentive Disbursement” section starting on the Effective Date of this Agreement and upon receipt of the first invoice. Invoices shall be on municipal letterhead and include the following:

- Invoice Number
- Prepared By
- Date
- Project: Municipal Energy Manager Grant
- Total amount
- Summary of intended activities to be funded
- Information on Payment Remittance

SUPPORT TEAM:

EVERSOURCE support team:

Jennifer Amatore

Jennifer.Amatore@eversource.com

Energy Efficiency Consultant

Jessica Reardon

Jessica.Reardon@Eversource.com

Supervisor, Municipal Energy Efficiency

Town of Medfield support team:

Kristine Trierweiler

Town Administrator

VI. Term and Termination

This MOU shall be effective from the Effective Date until December 31, 2027.

Eversource may either: (i) adopt modifications to the terms outlined herein, or (ii) terminate this Agreement during the Term if, in it's sole discretion, determine that the Town is not demonstrating a good faith effort to fulfill the responsibilities outlined above.

Either Party may terminate this MOU for any reason or no reason upon thirty (30) days prior written notice.

The Parties agree that if Eversource terminates this MOU, any and all approved energy efficiency projects with an official, signed offer letter under this grant will be honored under the pay structure of this MOU.

VII. Limitation of Liability

To the fullest extent allowed by law, Eversource's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved incentives in accordance with this MOU, Eversource, and its affiliates and its respective contractors, officers, directors, members, employees, agents, and representatives shall not be liable to the Town or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the programs described in this MOU, the Town waives and releases Eversource, and its affiliates from all obligations (other than payment of an incentive), and from any liability or claim associated with such programs as described in this MOU.

With the exception of Excluded Claims (below), in no event shall any Party be liable to another Party for any incidental, consequential, special, contingent, multiple, or punitive damages in connection with the Agreement, including, without limitation, loss of profits, attorney's fees, or litigation costs for any actions undertaken in connection with or related to the MOU, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery.

Notwithstanding anything to the contrary in this Section, the foregoing limitation of liability under the Agreement does not limit the liability either party's liability in the case of: (i) injuries to persons, including death caused by negligence; (ii) willful misconduct; (iii) fraud; (iv) gross negligence; (v) third party indemnity claims; or (vi) anything that cannot be limited as a matter of law (Excluded Claims).

VIII. General Provisions

- A. No Joint Venture. By execution of this MOU, the Parties are not creating any joint venture, agency, partnership, or fiduciary obligations between them. Rather, the Parties are independent contractors and neither Party has any power to bind the other Party for any purpose.
- B. Amendments. This MOU may only be amended or modified by a written agreement signed by both Parties.
 - A. Legal Effect. The Parties further acknowledge that neither this MOU, nor its acceptance, constitutes a legally binding or enforceable agreement of either Commonwealth of Massachusetts or Eversource. Except for Sections VII and VIII, this MOU is not binding.
- C. No Publicity. The Parties further agree that no Party will, without the prior written consent of all the Parties hereto, make any official public statement, media announcement or any publicity of this MOU or any matters described or contemplated herein.
 - B. Notices. Any notice, request, or other communication required or permitted to be given under this MOU must be in writing and will be sent by one of the following means: electronic mail, hand delivery, or courier to the other Party at the addresses set forth below:

EVERSOURCE

Medfield: Kristine Trierweiler
Town Administrator
459 Main Street
Medfield, MA 02052
Phone: 508-906-3011
Email: ktrierweiler@medfield.net

Eversource: Eversource Energy d/b/a Eversource
247 Station Drive
Westwood, MA 02090
Attn: Kyle Svendsen
Phone: 781-441-8723
Email: Kyle.Svendsen@Eversource.com

Any such notice, request, or other communication shall be deemed to have been duly given or made and to have become effective at the time of receipt thereof if received during normal business hours in the place of receipt, or otherwise at the opening of business on the business day in the place of receipt, immediately following the day of receipt. Notices given hereunder by electronic mail or facsimile will be deemed to have been effectively given the day indicated on the confirmation accompanying the electronic submission or facsimile. Any Party may, by written notice to another Party, change the address to which notices, requests or other communications to such Party are to be delivered.

EVERSOURCE

- D. Counterparts. This MOU may be executed in any number of counterparts with the same effect as if each Party had signed the same document. All counterparts shall be construed together and constitute one and the same instrument. This MOU may be executed by delivery of facsimile or electronic signatures.
- E. Third Party Beneficiaries. Nothing in this MOU is intended or shall be construed to confer any rights or remedies on any Person other than the Parties and their respective successors and permitted assigns.
 - C. Assignment. This MOU shall inure to the benefit of and be binding upon the Parties' respective successors and permitted assigns. No Party shall assign any of its rights or obligations under this MOU to any Person without the prior written consent of the other non-assigning Parties, which consent may be withheld at the discretion of a non-assigning Party; *provided*, each Party may, subject to giving prior notice to the other Parties, assign this MOU to one of its affiliates, *provided, further, however*, that such permitted assignment shall not release such assigning Party from its obligations hereunder.
- F. No Waiver. Failure by a Party to exercise, or any delay on the part of a Party in exercising, any right, remedy, power, or privilege under this MOU shall not operate as a waiver of any such right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise of the same or of any other right, remedy, power or privilege.
- G. Headings. The headings of the Sections of this MOU are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this MOU.
- H. Governing Law. This MOU shall be governed by, construed, and enforced in accordance with, the laws of The Commonwealth of Massachusetts without regard to any conflicts of laws rule that would apply the laws of another jurisdiction.
- I. Entire Agreement. This MOU constitutes the entire Agreement between the Parties hereto with respect to the subject matter herein and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, between the Parties relating to the Possible Transaction.

IN WITNESS WHEREOF, this MOU has been executed by duly authorized representatives of the Parties as of the Effective Date.

Signatures

TOWN of Medfield

Signature

Name:





Title:

Date:

Eversource Energy Service Company

Signature

Name: Nelson Medeiros

Title: Director, Energy Efficiency

Date:



SECOND AMENDMENT TO LAND DISPOSITION AGREEMENT

THIS SECOND AMENDMENT TO LAND DISPOSITION AGREEMENT (this “**Amendment**”) is made and entered into as of May ___, 2025 (the “**Amendment Date**”), by and between **TOWN OF MEDFIELD**, acting by and through the Select Board, a Massachusetts municipality (the “**Town**”), and **TRINITY ACQUISITIONS LLC**, a Massachusetts limited liability company (the “**Designated Developer**”).

Recitals

WHEREAS, the Town and Designated Developer entered into that certain Land Disposition Agreement for the Redevelopment of Portions of the Former Medfield State Hospital dated June 21, 2022, as affected by an electronic mail exchange between the Parties on March 31, 2025, extending the term thereof, and by that certain First Amendment to Land Disposition Agreement dated as of April 2, 2025, by and between the Town and Designated Developer (collectively, the “**Agreement**”), with respect to the redevelopment of portions of the former Medfield State Hospital site in Medfield, MA;

WHEREAS, the Town and Designated Developer desire to amend the Agreement as set forth herein; and

WHEREAS, all capitalized terms used but not defined herein shall have the meanings given them in the Agreement,

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Designated Developer hereby agree as follows:

1. Extension for Commencement and Completion of Construction. Section 2.B.6(c) of the Agreement is hereby deleted in its entirety and replaced with the following text: “Construction shall commence within thirty (30) days from the Closing Date and will be complete by March 30, 2029, with the right to extend for two (2) six-month terms. Notwithstanding the foregoing, the Designated Developer shall have the right to commence construction in phases.”
2. Anticipated Project Schedule. Exhibit F, Page 2 is hereby deleted and replaced with the Anticipated Project Schedule attached hereto as Attachment A.
3. Ratification. Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. From and after the Amendment Date, this Agreement shall be deemed to be amended and modified as herein provided, and the applicable portions of this Amendment, together with the Agreement, shall be read, taken and construed as one and the same instrument.

4. **Entire Agreement; No Further Amendment.** The Agreement, as amended by this Amendment, constitutes the entire agreement of the parties with respect to such matters thereof and shall not be further amended except by a written instrument executed by the parties.
5. **Counterparts.** This Amendment may be (a) executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose; and (b) executed and delivered by facsimile, docu-sign, or electronic file (such as pdf of the executed document) attached to electronic mail. The parties hereto intend to be bound by such signatures and delivery, and are aware that the other party will rely on the same and waive any enforcement of this Amendment based on such form of signature or delivery.
6. **Headings.** The headings in this Amendment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Amendment.
7. **Governing Law.** This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Land Disposition Agreement as of the Amendment Date.

TOWN:

TOWN OF MEDFIELD
Select Board

By its Town Administrator, duly authorized

[Signatures continue on succeeding page]

DESIGNATED DEVELOPER:
TRINITY ACQUISITIONS LLC

By: _____
Name: Rebecca Hemenway
Title: Authorized Signatory

ATTACHMENT A

Anticipated Project Schedule

Date	Milestone
November 2021	Developer Designation
December 2021 – May 2022	Due Diligence and Community Outreach
June 2022	Special Town Meeting Vote
July 2022 – November 2022	Design Development
August 2022 – November 2025	Major Permitting in Process
November 2025 – September 2026	Continued Design and Securing Financing
October 2026	Anticipated Construction Commencement*
March 30, 2029	Anticipated Construction Completion*

* Subject to extensions per Land Disposition Agreement

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: Zullo Gallery Center For The Arts Email: wpope1@mac.com

Street Address: 456A Main Street Telephone: 508-359-3711

City/Town, State: Medfield, MA 02052

Event and Purpose:

Pod cast show and benefit comedy night at Zullo

Location of Event: Zullo Gallery 456A Main Street, Medfield

Date and Hours of Event: Friday June 6, 2025 5-11:30 pm

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

Sketch of Area Where Liquor to be Served attached: Yes x No ON FILE

Copy of Valid Bartender Trainings attached: Yes x No ON FILE

Copy of Certificate of Liability Insurance attached: Yes x No ON FILE

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

William F Pope

Signature of Applicant

May 18, 2025

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: _____ Email: _____

Street Address: _____ Telephone: _____

City/Town, State: _____

Event and Purpose:

Location of Event: _____

Date and Hours of Event: _____

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

A handwritten signature in black ink, appearing to read "Jan M".

Signature of Applicant

Date filed

Licensing Authority Signature

Date approved

Conditions: _____