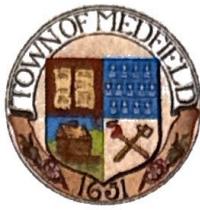




Select Board Meeting
Meeting Packet
May 5, 2025



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR CONSULTING SERVICES

Contract # Medfield 2025-02

This Contract is made this 16 day of April, 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 Trendline having a usual place of business at 50 Connie Lane, Stoughton, MA 02072 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of formal data collection, analysis, and evaluation as part of regional MassCall3b prevention efforts 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 **Proposed Scope of Work** (Attachment A, for scope of work and pricing, only). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Contract Term:** The Contract Term is as follows:

Contractor to begin work as directed by May 1, 2025 and complete same, on or before June 30, 2025.

5. **Payment for Work:** The Town shall pay for the Program in accordance with the pricing in Attachment A. Town shall make payments on the basis of Contractor's completed work. 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.
6. **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.
7. **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 consultants. The contractor warrants and represents that it is familiar with services to be provided.
8. **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.
9. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, with minimum limits of \$1,000,000.00 The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
10. **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.
11. **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.
12. **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.
13. **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.

14. 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.
15. 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.
16. 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.
17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

By: Kendall Bennett

Title: Founder, Chief Analyst

Medfield Select Board

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trieweiler, Town Administrator

Andrew Foster, Town Accountant

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Kendall Bennett
Print Name

Founder, Chief Analyst
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, Kendall Bennett, authorized signatory for Trendline, whose principal place of business is at 50 Connie Lane, Stoughton, MA 02072, does hereby certify under the pains and penalties of perjury that Trendline has paid all 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.

Kendall Bennett
Signature

April 16, 2025
Date

Medfield - MassCall3 Evaluation

Medfield Outreach

112 North Street
Medfield, MA 02052
United States

Reference: 20250413-094845432

Quote created: April 13, 2025

Quote expires: July 12, 2025

Quote created by: Michael Ricci

michael@trendlineanalysis.com

Viktoria Glissendorf

vglissendorf@medfield.net
+15083597121

Comments from Michael Ricci**Products & Services**

Questions? Contact me

Item & Description	Quantity	Unit Price	Total
Focus Group Protocol Development Development of administration protocol, facilitator scripts, questions, and probes.	1	\$250.00	\$250.00
Focus Group Facilitation Facilitation of a one hour virtual or focus group, including \$25 incentive offers for up to ten participants per group.	3	\$500.00	\$1,500.00
Focus Group Summary Report Summary of up to 3 focus groups into one summary report. Focus groups must have followed the same protocol.	1	\$500.00	\$500.00
Aggregate Data Analysis Review and analysis of raw or processed data from all sources, including MWAHS data, parent survey, community data, focus groups, and key informant interviews. Data prepared for reporting.	1	\$1,000.00	\$1,000.00

Item & Description	Quantity	Unit Price	Total
Slide Deck Branded slide deck (Powerpoint, Google Slides, etc.) up to 15 slides.	1	\$750.00	\$750.00
Infographic PDF infographic(s) up to 100 square inches designed for web, social, hand-outs, etc.	4	\$500.00	\$2,000.00
Evaluation Plan Review Review and updating of an existing evaluation plan.	1	\$1,000.00	\$1,000.00
Logic Model Review Review & update logic model based on available data.	1	\$1,000.00	\$1,000.00
One-time subtotal			\$8,000.00
Total			\$8,000.00

Purchase terms

Questions? Contact me



Michael Ricci
michael@trendlineanalysis.com

Trendline
 50 Connie Lane
 Stoughton, MA 02072



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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		CONTACT NAME: Leona Jaramillo	
Caldarone Agency 75 Sockanasset Crossroad Suite 202 Cranston RI 02920		PHONE (A/C No. Ext): (401) 944-1800 FAX (A/C. No): (401) 944-1846	
		E-MAIL ADDRESS: leona@caldaroneagency.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Hiscox	10200
INSURED		INSURER B: Metropolitan Casualty Insurance Company	40169
Trendline 50 Connie Lane		INSURER C:	
Stoughton MA 02072		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL2541504355		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 SUBR INSD 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 <input type="checkbox"/>	Y	P103.960.362	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - CCMP/OP AGG \$ 3,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		GA8863458600	11/14/2023	11/14/2025	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	P103.960.361	11/01/2024	11/01/2025	PER STATUTE \$ OTHR- E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Town of Medfield is additionally insured as per a written agreement						

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 City 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 City. 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 City 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 endeavor to advance Massachusetts' climate objectives and are 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 City, combined with additional technical and financial support by Eversource to the City-owned portfolio of existing facilities, with a focus on K-12 schools. These resources in combination are intended to increase energy efficiency in the City'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 City and School District goals.
 5. This MOU further establishes goals and activities for engaging the City 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)

****DRAFT MOU****

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

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 City and for residents and businesses through energy saving and sustainability projects, Medfield commits to hiring a Municipal Energy Manager in a full-time, by August 15, 2025.

1. Although referred to throughout this MOU as “Municipal Energy Manager,” the City 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.

B. Eversource commit to provide financial support for City to hire a Municipal Energy Manager in the following amount for the corresponding timeline:

2025: \$60,000

2026: \$60,000

2027: \$60,000

2. 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. City 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,

****DRAFT MOU****

	<p>Massachusetts Clean Energy Center, Massachusetts School Building Authority, and other sources.</p> <p>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.</p>
Additional Goals	
Additional Goal Area	Municipal Energy Manager Objectives
Multifamily	Engage landlords and tenants to participate in comprehensive energy efficiency upgrades.
Small Business	<p>Coordinate and facilitate participation of small business customers, including non-profits.</p> <p>Coordinate with Eversource on a small business main streets event.</p>
New Construction/Major Renovations (Non-Municipal Buildings)	Create a process to engage new construction and major renovations as early as possible through collaborations with Planning Department and other stakeholders.
Residential	<p>Work with Mass Save and community-based organizations to aggressively promote energy efficiency retrofit programs for existing residential buildings.</p> <p>Coordinate with local community action agencies to connect eligible residents with energy efficiency and fuel assistance.</p>
Decarbonization Educational and Professional Development	<p>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.</p> <p>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.</p>

3. 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.

****DRAFT MOU****

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

EVERSOURCE

DRAFT MOU

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.

****DRAFT MOU****

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

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

	<ul style="list-style-type: none">• Membership fees or dues.• Any other expense deemed by Eversource to be ineligible.
--	---

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.

City 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.

****DRAFT MOU****

- Encourage collaboration between all City 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 City, 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 City's experience in energy efficiency and electrification activities and programs.

C. Incentive Disbursement

Eversource agree to provide financial support for City 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 City 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, 	75% of Year Two salary

	<ul style="list-style-type: none"> ○ Examples of potential GHG reducing projects, ○ And other planned activities. ● Invoice to Eversource for 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 reserve 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 City 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



****DRAFT MOU****

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 City by December 31, 2027.

V. Invoicing

The City 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 (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 City to issue 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

City of Medfield support team:

Susan McPhee

sgmcphée@me.com

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 its sole discretion, determine that the City is not demonstrating a good faith effort to fulfill the responsibilities outlined above.





****DRAFT MOU****

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

The Parties agree that if National Grid and 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 City 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 City 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: 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.

****DRAFT MOU****

- 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 supersedes and cancels 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

CITY of Medfield

Signature



****DRAFT MOU****

Name:
Title:
Date:

Eversource Energy Service Company

Signature
Name: Tilak Subrahmanian
Title: VP Energy Efficiency
Date:

