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**Agreement for Energy Manager Services
Between
The Town of Millis
And
The Town of Medway**

Whereas, the Towns of Millis and Medway, collectively hereinafter referred to as the "Towns", desire to cooperate in the provision of Energy Manager services pursuant to M.G.L. c. 40, s.4A; and,

Whereas, the Towns have obtained authorization for such undertaking as required by M.G.L. c.40, s.4A pursuant to a vote of the Town of Millis Board of Selectmen on June 16, 2014 and the Town of Medway Board of Selectmen on June 16, 2014 and,

Whereas, pursuant to the agreement, the geographical area comprising the Towns shall be considered one service area by the Energy Manager position for the performance of their duties hereunder,

Now therefore, the Towns, in mutual consideration of the covenants contained herein, agree as follows:

1. The Town of Medway will appoint and staff an Energy Manager position with duties as outlined in a job description attached hereto as Appendix A; said position description may be amended from time to time with the mutual agreement of both Towns.
2. The Town of Millis, acting through their Board of Selectmen, shall appoint a liaison to work with the Energy Manager on provision of service issues.
3. The salaries, benefits, and other compensation paid to the Energy Manager shall be provided under this contract and the Town of Medway Classification and Compensation Plan for Management Employees.
4. The Town of Medway agrees to cover the Energy Manager under their General Liability Policy and indemnify and hold the Town of Millis harmless, including defense claims, for acts in the Town of Medway. The Town of Millis agrees to cover the Energy Manager under their General Liability Policy and indemnify and hold the Town of Medway harmless, including defense claims, for acts in the Town of Millis.
5. The Town of Medway shall assess and bill the Town of Millis the amount of \$36,924, for services for the period from August 25, 2016 to June 30, 2017. The assessment reflects a 60%- Millis/40% - Medway cost sharing arrangement for the term of this contract, and shall be billed quarterly, August 25, November 25, February 25 and May 25. Payment shall be made to the Town of Medway

within thirty days of receipt of invoice.

With the exception of unemployment compensation, and acts or omissions resulting in actions, charges or suits against the Towns, the maximum financial liability of each Town pursuant to this Agreement shall be the amount appropriated by each Town in fiscal year 2017 for the provision of Energy Manager services contemplated herein. If either Millis or Medway reduces hours of service in current or subsequent fiscal years such that employees are eligible for unemployment compensation, then said town reducing the hours of service shall be responsible for paying for unemployment compensation charges to the Commonwealth of Massachusetts. This provision shall survive the term of this agreement.

6. Medway shall provide the Energy Manager with a cell phone with data, text and email access; the cost of which shall be shared by each town.

7. Mileage reimbursement shall be provided for miles travelled within each Town by the applicable individual town. Mileage for events, seminars or meetings shall be paid 50% by each town. Travel to or from each town to the other shall not be compensable. In the alternative, each town may provide a vehicle for business travel.

8. The term of this agreement shall be from August 25, 2016 to June 30, 2017. The Towns shall meet annually, to discuss the provisions of the agreement and make estimates of the term and assessment for future contract years. The contract terms shall remain in effect until either a new agreement is reached or the Town(s) terminate the agreement. This agreement may be amended from time to time with written consent of both Towns.

9. Either Town, by vote of the Board of Selectmen, may terminate this agreement upon the provision of at least sixty (60) days prior written notification to the other Town. Such notice shall state the termination date. Upon such termination, each Town shall be solely responsible for providing the services formerly provided by the other town pursuant hereto. In the event of such termination, the Towns shall prepare a full statement of outstanding unpaid financial obligations pursuant to this agreement within thirty days after termination of the agreement, and appropriate financial adjustments shall be made to equalize the expenses in accordance with this agreement.

10. The Towns agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

11. The Towns, acting by their respective officials responsible for the Energy Manager services referred to herein, shall keep accurate and comprehensive records of all costs incurred, and reimbursements and contributions received from whatever source. The Energy Manager shall, by April 15 of each year, make a financial report of the services performed pursuant to this Agreement and shall provide a copy thereof to the Millis Board of Selectmen and Medway Board of Selectmen.

12. At the end of any fiscal year during the term of this agreement, either party may request the performance of an audit of the records of the services provided pursuant hereto. The Town of Medway shall arrange for such an audit to be performed by a firm acceptable to both parties. The requesting parties shall bear the cost of any such audit.

Town of Millis:
By its Board of Selectmen

Town of Medway:
By its Board of Selectmen

Date: 9/26/16

Date: 9/6/16

James J. Phelps
Catherine C. Medina

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