

Board of Selectmen

*Dennis Crowley, Chair
John Foresto, Vice-Chair
Richard D'Innocenzo, Clerk
Glenn Trindade
Maryjane White*



*Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
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Town of Medway

Commonwealth of Massachusetts

Board of Selectmen's Meeting
November 17, 2014 - 7:00 PM
Sanford Hall, Town Hall, 155 Village St

Agenda

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

Other Business

1. Public Hearing - Tax Classification
2. Update - Wheelabrator Contract (Trash Removal)
3. Approval – Notice of Grant Award – Small Scale Initiatives Grant/DEP - \$1,000
4. Approval – Notice of Grant Award – Recycling Dividends Program/DEP - \$3,200
5. Discussion/Vote – Fiscal Year 2016 Budget Policy
6. Approval – Banner Display Policy
7. Approval – One-Day Liquor License – Medway Holiday Mish Mash – Thayer Homestead – Dec. 5, 2014
8. Action Items from Previous Meeting
9. Approval of Warrants
10. Approval of Minutes
11. Town Administrator's Report
12. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

December 1, 2014 - Regular Meeting

December 15, 2014 - Regular Meeting

Public Hearing - Tax Classification

BACKGROUND:

AGENDA ITEM #1 -

TAX CLASSIFICATION HEARING

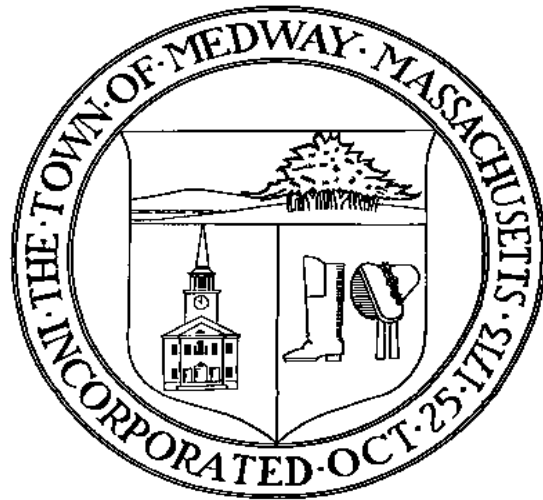
Backup materials submitted by Principal Assessor Donna Greenwood attached.

ADDITIONAL DETAILS:

PROPOSED MOTIONS:

1. I move that the Board open a public hearing on the Town's tax classification.
2. I move that the Board close the public hearing on the Town's tax classification.
3. I move that the Board not adopt a residential exemption.
4. I move that the Board not adopt a commercial exemption.
5. I move that the Board not adopt an open space discount on all class two open space properties.
6. I move that the Board adopt a Single Tax Rate (factor of 1).

Town of Medway



**FY 2015 Residential
Factor/Tax Classification
Hearing Presentation
November 17, 2014**

- **Prepared for: *Medway Board of Selectmen***
- **Dennis Crowley Chairman**
- **John Foresto, Vice Chairman**
- **Glenn Trindade, Member**
- **Richard D’Innocenzo, Clerk**
- **Maryjane White, Member**

- **Prepared by: *Medway Board of Assessors***
-
- **Pete Manning, Chairman**
- **William J. Oldmixon Jr., Clerk**

November 17, 2014

To the Board of Selectmen and the residents of Medway:

As the Board of Assessors, we are pleased to present information and options for the Board of Selectmen to determine whether there shall be a **single tax or split tax rate** for various classes of property for Fiscal Year 2015, also known as the adoption of the **residential factor**. In addition, there are **three** other property decisions to be made.

Questions requiring a vote by the selectmen of Medway:

- Do you choose to have a residential exemption?

(a residential exemption reduces the taxable valuation of each residential property that is the taxpayers principal residence.) Medway has not adopted this previously. This option is typically adopted in rental areas and summer home areas. Chosen by 13 of 351 communities.

- Do you choose to have a small commercial business exemption

(a small commercial business exemption is an option that can reduce small businesses valuation up to 10%. Medway has not adopted this previously. This option has been adopted by 10 of the 351 communities.

- Do you choose an open space discount for all class two open space properties?

(this option may allow up to a 25% discount and will shift the burden to residential only by statute Medway has not adopted this previously. This has been adopted by 3 of 351 communities.

- Do you choose a single tax rate or a split tax rate? If a split tax rate is desired, what tax what tax burden is desired?

(see option tables below)

Based upon your decisions above, we will prepare the CLASSIFICATION TAX ALLOCATION, form LA5 for your signatures.

This form states your choices tonight and informs you of the amount of the excess levy capacity.

Thank you.

Respectfully presented,

Board of Assessors

Decisions

**This hearing requires a vote on the
ADOPTION OF A RESIDENTIAL FACTOR
pursuant to MGL Chapter 40 Sec. 56.**

- Below are factor & tax rate options to consider:
- Tax burden CIP shift can be up to 150%.

RESIDENTIAL FACTOR

Fiscal Year 2015 Tax Rate Options

[THE DEPARTMENT OF REVENUE IS THE TAX RATE APPROVING AUTHORITY. OPTIONS BELOW ARE BASED UPON THE 2015 VALUES SUBMITTED TO DOR

OPTION 1: SINGLE RATE (factor of 1) – NO SHIFT

<u>SINGLE RATE</u>	ALL \$18.24
Average Residential Value	\$349,200
Average Residential Tax Bill	\$ 6,396
Average Comm /Ind <u>Value</u>	\$664,900
Average Comm/ Ind Tax Bill	\$12,128

OPTION 2: SHIFT THE TAX BURDEN BY 5%

SPLIT RATE WITH CIP INCREASE OF 105%

RES.	\$17.33
CIP	\$19.15
Average Residential Tax Bill	\$6,052
Average Residential Tax Bill	
<u>decrease (from single rate)</u>	\$344
Average Comm/ Ind Tax Bill	\$12,733
Average Comm/Ind Tax Bill	
<u>increase (from single rate)</u>	\$605

10%- RES \$16.42 = DECREASE \$662
COMM/IND \$20.06 = INCREASE \$1,210
15% - RES \$15.50 = DECREASE \$983
COMM/IND \$20.98 = INCREASE \$1,822

Other information:

Top 5 taxpayers

Hidden Acres - \$283,200

5% - \$297,766

Increase = **\$14,566**

Boston Edison - \$189,693

5% - \$199,376

Increase = **\$9,683**

51 Alder St - \$189,067

5% - \$198,718

Increase = **\$9,651**

Medway Realty LLC - \$139,051

5% - \$146,149

Increase = **\$7,098**

Cybex - \$130,960

5% - \$137,644

Increase = **\$6,684**

Previous years tax rates

FY14 \$18.84

FY13 \$18.56

FY12 \$17.48

FY11 \$17.10

FY10 \$16.29

FY09 \$15.12

FY08 \$14.06

FY07 \$13.32

FY06 \$12.95

FY05 \$14.23

FY04 \$13.96

FY03 \$13.50

FY02 \$15.79

FY01 \$16.31

FY00 \$17.39

FY99 \$18.79

FY98 \$19.79

FY97 \$17.96

* INCREASE IS BASED ON FY15 VALUE TIMES TAX RATE SHIFT TO \$19.15

Published in the Milford Daily News on:

LEGAL NOTICE

MEDWAY BOARD OF SELECTMEN

PUBLIC HEARING

FY2015 TAX CLASSIFICATION HEARING

Pursuant to MGL Chapter 40 Sec. 56, the Board of Selectmen will hold a **Public Hearing in the Sanford Hall, Town of Medway, Town Hall, 155 Village Street, Medway on Monday, November 17, 2014 at 7:00 pm** on the adoption of a Residential Factor, thereby determining the percentages of the tax burden borne by each class of real and personal property for FY2015. At said hearing, the Board of Assessors shall provide all information and data relevant to making such determination and the fiscal effect of the available alternatives.

Interested taxpayers may present oral information on their views at the public meeting or may submit their comments in writing to the Board of Selectmen at 155 Village Street, Medway, MA 02053.

Per order,

Medway Board of Selectmen

Town of Medway

GENERAL DATA & STATISTICS

- The assessment date for FY2015 is January 1, 2014.
- (It is June 30, 2014 for parcels with building permits per Chapter 653)
-
- SINGLE FAMILY PROPERTIES:
 - The overall values of single family properties (class 101) **increased by .6% (18 new parcels)**.
-
- RESIDENTIAL CONDOMINIUMS:
 - The overall values of residential condominium properties (class 102) **increased by 7%**.
- COMMERCIAL Overall values **increased by 5%**
- Industrial- Values slightly decreased over last year Fy2013

COMPARISON OF TOTAL CLASS VALUES – FY2014 to FY2015

	SF Values(101)	Res. Condo values (102)	Commercial Values (300's)	Industrial Values (400's)
FY2014	1,247,289,912	56,044,520	66,840,400	57,985,041
Fy2015	1,324,943,400	60,300,643	70,065,300	56,934,500
Value Amount	77,653,488	4,256,123	3,224,900	-1,050,541
2014/2014 %	1.063%	1.076%	1.049%	.982%
% change from 2014 to 2015	6.3%	7.6%	4.9%	-1.8%
REASON	SOME NEW CONSTRUCTION- 18 NEW PARCELS.	4 COMPLETED UNITS - MORE VALUE.	ADDITIONS CHANGE IN USE AND AMMENITES – MORE VALUE	CHANGE IN USE TO COMMERCIAL

ASSESSED VALUES BY CLASS

(CURRENT AND PREVIOUS YEAR)

FY	Class 1 Residential	Class 2 Open Space	Class 3 Commercial	Class 4 Industrial	Class 5 Personal Property	TOTALS
2014	1,387,296,852	0	71,272,572	58,613,941	123,728,900	1,640,912,265
2015	1,466,460,924	0	77,184,982	57,801,700	129,288,520	1,730,736,126
	TOTAL CHANGE				(SANSOUCY GROWTH)	10,908,127

NEW GROWTH

The additional tax revenue generated by new construction, new parcels/condos, renovations and other increases in the [property tax](#) base during a calendar year. The value amount is then multiplied by the previous year's tax rate for a tax levy growth amount.

	NEW GROWTH VALUATION	PRIOR YEAR TAX RATE	TAX LEVY GROWTH
FY2015	26,979,944	.01884	508,302
FY2014	27,637,217	.01856	512,947

VOTES TO BE TAKEN

1. Does the BOS choose to have a residential exemption?
2. Does the BOS choose to have a commercial exemption?
3. Does the BOS choose an open space discount on all class two open space properties?
4. Does the BOS choose to have a single tax rate or a split tax rate? If a split tax rate is voted, what tax burden percentage is desired?

Update - Wheelabrator Contract (Trash Removal)

BACKGROUND:
AGENDA ITEM #2 -

Memo and current contract attached.

ADDITIONAL DETAILS:



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

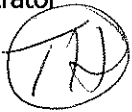
*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
Michael Boynton, Town Administrator

From: Thomas Holder | Director - DPS 

Date: November 17, 2014

RE: **Wheelabrator Contract – Renegotiated Contract Terms**

In 2006 ,the Town of Medway entered into a 20-year contract with Wheelabrator Inc. located in Millbury Massachusetts for the disposal of its Municipal Solid Waste. Within the terms and conditions of the contract there is an opportunity to terminate or renegotiate the contract at its duration half-way point. The Town has been actively participating as a member of the Renegotiating Committee to achieve a more favorable regional fee for the disposal of member-community trash.

As a result of meetings with the Committee and Wheelabrator executives, the following arrangement has been tentatively agreed upon:

- 1) We currently pay Wheelabrator \$75.66/ton for disposal. Wheelabrator has agreed to start our new pricing on January 1, 2015. We will be paying \$64.00/ton for the first 18 months moving forward. Starting FY 17 we will pay \$66.00.
- 2) After that, (on July of every year) our tip fee will go up $\frac{3}{4}$ CPI (the same formula we now have in the present contract)
- 3) They have agreed to eliminate the put or pay provision after 3 years (only applies to communities that do not control their solid waste) and after three years if a community does not control their solid waste anymore, they must give Wheelabrator 12 months notice before they terminate the contract.

Based upon historic Medway trash tonnage, this arrangement will result in approximately \$18,000 in savings for the remainder of FY15 and \$36,000 in FY16.

I will be attending the November 17, 2014 Selectmen meeting to discuss this matter in greater detail.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

WHEELABRATOR MILLBURY INC.
WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (this "Agreement"), made and entered into this 3rd day of May, 2006, by and between Wheelabrator Millbury Inc., a Delaware corporation, with a business address at 331 Southwest Cutoff Road, Millbury, MA 01527 ("WMI"), and the Town of Medway, a body politic and corporate existing as a political subdivision of the Commonwealth of Massachusetts, acting by and through its Town Meeting (the "Town").

WITNESSETH:

WHEREAS, WMI operates a resource recovery facility located in Millbury, Massachusetts (the "Facility") for the purposes of receiving and disposing of Acceptable Waste (as defined herein) by the process of combustion, generating electricity thereby, and disposing of residue therefrom;

WHEREAS, the Town is desirous of securing a long-term disposal option for all of the Acceptable Waste generated within the Town;

WHEREAS, the Town and WMI are desirous, for mutual considerations, of entering into a long-term contractual relationship pursuant to which the Town will deliver or cause to be delivered to the Facility, and WMI will accept at the Facility, Residential Acceptable Waste (as defined herein);

NOW THEREFORE, in consideration of the foregoing premises, and the mutual conditions, covenants and promises contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

SECTION I

DEFINITIONS

1. "Acceptable Waste" means all household or municipal garbage, trash, rubbish, refuse, normally or which may be hereinafter collected and disposed of by or on behalf of the Town, but excluding, without limitation, (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable

substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, non-burnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) unless consented to by the Facility's plant manager, any item of waste exceeding six (6) feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) any material that a waste-to-energy facility cannot accept pursuant to any waste bans designated by the Commonwealth of Massachusetts pursuant to 310 CMR 19.017 et seq. (the "Waste Bans"); (f) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; (g) tires and cathode ray tubes (in each case in excess of a de minimis amount); and (h) upon notice to the Town by WMI, all other items of waste which WMI reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. Any substances which are determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, cease to be Acceptable Waste.

2. "Affiliate" means, with respect to any person, corporation, firm or entity, any person, corporation, firm or entity which, directly or indirectly, controls or is controlled by or is under common control with such person, corporation, firm, or entity.

3. "Anniversary Date" for the purposes of Tipping Fee escalation is as defined in Section V.2.

4. "Base Date" for the purposes of Tipping Fee escalation is as defined in Section V.2.(a).

5. "BTF" (Base Tipping Fee) for the purposes of Tipping Fee escalation is as defined in Section V.2.

6. "Central Massachusetts Resource Recovery Committee Communities" means the Massachusetts municipalities set forth on Appendix I attached hereto.

7. "Change in Law" means any event or condition listed in subsection (a) hereof demonstrated to have, or which may upon showing of reasonable basis be expected to have, an adverse effect on a party, or on a party's ability to perform pursuant to this Agreement, or on the Facility or the Facility site, or the Facility's Residue Landfill, or the operation of any or all of them, if such event or condition is beyond the control of the party and not the result of any willful or negligent act of the party as justification for not performing any obligation or complying with any condition required of such party under this Agreement.

(a) Change in Law shall include:

(i) the adoption, promulgation, issuance, modification, or official change in interpretation after the date of this Agreement of any federal, state or local law, regulation, rule, requirement, ruling or ordinance that was not on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state, or local governmental body, administrative agency or governmental official having jurisdiction;

(ii) the order, judgment, policy decision, or guidance of any federal, state or local court, administrative or regulatory agency, or governmental officer or body entered subsequent to the date of this Agreement; or

(iii) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, ownership or possession of the Facility, the Facility site or the Facility's Residue Landfill as provided for herein or required with respect hereto.

(b) Notwithstanding the foregoing, a "Change in Law" shall not include the following:

(i) Occupational Safety and Health Administration (OSHA) standards or regulations applicable to a broad range of businesses or industrial facilities in the United States and not limited to solid waste industry businesses or facilities;

(ii) the Solid Waste Management Facility Regulations, 310 CMR 19.00, as of October 7, 2005, attached hereto as Appendix II;

(iii) any state law outside of the Commonwealth of Massachusetts except as applicable to the Facility's Residue Landfill; and

(iv) a Change in Law pertaining to WMI's income taxes or other taxes applicable to a broad range of businesses or industrial facilities in the United States and not limited to solid waste industry businesses or facilities.

8. "Change in Law Invoice" means the annual invoice provided to the Town for Change in Law costs as set forth in Section XII.2.

9. "Contract Year" means a one-year period beginning each year on July 1 and ending on June 30 of the following year; provided, however, that the first Contract Year (the "Initial Contract Year") shall begin on January 1, 2008 and end on June 30, 2008.

10. "CPI" (Consumer Price Index) for the purposes of Tipping Fee escalation is as defined in Section V.2.

11. "CPI_B" (Base Date Consumer Price Index) for the purpose of Tipping Fee escalation is as defined in Section V.2.

12. "CPI_X" (Anniversary Date Consumer Price Index) for the purpose of Tipping Fee escalation is as defined in Section V.2.

13. "Environmental Laws" means (i) all statutes, regulations, rules, ordinances, codes, licenses, permits, orders, decrees, approvals, plans, authorizations, policies, and similar items (whether previously existing, now existing or hereafter enacted, amended, promulgated or issued, and whether or not contemplated by the parties as of the date of this Agreement) of the United States, the Commonwealth of Massachusetts or any political subdivision thereof or of any agency, department, commission, board, bureau or other instrumentality of any of them, (ii) all binding and final judicial and administrative decrees, judgments and orders (whether previously existing, now existing or hereafter enacted, amended, promulgated, or issued, and whether or not contemplated by the parties as of the date of this Agreement), and (iii) any common law theories

of liability applicable to claims, demands, requirements, damages, costs or expenses, in each case relating to or addressing the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources.

14. "Facility's Residue Landfill" means the ash landfills located in Shrewsbury, Massachusetts and Putnam, Connecticut, or any other landfill owned by Waste Management, Inc. or its subsidiaries in New England that is capable of accepting ash residue from the Facility and that has accepted for disposal at least 60% of the total ash generated by the Facility in the prior fifteen (15) months immediately preceding a Change in Law event.

15. "Force Majeure Event" means any act, event, or condition that is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise reasonable care or diligence, or breach of this Agreement on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder or reduces its revenues hereunder. Such acts or events may include, but not be limited to, the following:

(i) an act of God, epidemic, landslide, lightning, earthquake, fire or explosion, storm, flood, an act of war or of the civil or military authorities, civil disturbance, strike, lockout, work slowdown, or similar industrial or labor action or any other similar occurrence;

(ii) the failure of the communities in which the Facility or the Facility's Residue Landfill is situated or the appropriate federal or state agencies or public or private utilities having operational jurisdiction over the Facility or the Facility's Residue Landfill to provide and maintain all utilities, services, sewerage and water lines essential to the operation of the Facility or the Facility's Residue Landfill ; or

(iii) Change in Law.

Notwithstanding the foregoing, none of the following acts, events, or circumstances shall constitute a Force Majeure Event:

(a) any act, event or circumstance that would not have occurred if the affected party had complied with its material obligations under this Agreement and such failure to comply was not caused by a Force Majeure Event;

(b) changes in interest rates, inflation rates, labor costs, energy prices, commodity prices, currency values, exchange rates, or other general economic conditions;

(c) changes in the financial condition of the Town, WMI, the Guarantor, or their affiliates affecting the ability to perform their respective obligations; or

(d) union or labor work rules or requirements that have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost to WMI of performance hereunder (but excluding strikes, lockouts, work slowdowns, or similar industrial or labor actions or any other similar occurrence which may be considered a Force Majeure Event).

16. “Guaranteed Annual Tonnage” means that tonnage more particularly described in Section II.

17. “Guarantor” means Waste Management, Inc. or a successor guarantor pursuant to Section XIV.

18. “Guaranty” means the guarantee required to be provided by WMI pursuant to Section XIV.

19. “Hazardous Waste” means (a) any waste defined as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (b) any waste that is mixed with a listed hazardous waste as regulated in 40 CFR Part 261.3(a)(v)(2)(iv) or any applicable state or local hazardous waste regulatory program; (c) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (d) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (e) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

20. “Recycle” means to recover or reclaim from the waste stream, at the source prior to collection, materials or by-products that are to be (i) reused, (ii) employed as an ingredient or a feedstock in an industrial or manufacturing process to make a product, or (iii) employed in a particular function or application as an effective substitute for a commercial product or commodity; provided, however, that to Recycle does not mean to deliver such materials or by-products to a landfill or to any Third Party for disposal or to recover energy from the combustion of such materials or by-products.

21. “Residential Acceptable Waste” means that Acceptable Waste generated within the Town collected by or on behalf of the Town the source of which is residential households located

in the Town, municipal buildings located in the Town, and small businesses that are municipally collected and located in the Town.

22. “Service Fees” means the monthly fees payable by the Town to WMI as set forth in Section V.

23. “Shortfall Fees” means the fees payable by the Town to WMI as a result of a Tons Shortfall in a Contract Year as more particularly described in Section V.3.

24. “Third Party” means any natural person, corporation, association, or partnership, and any governmental agency, department, commission, board, bureau, or other instrumentality, other than WMI, any Affiliate of WMI, or the Town.

25. “Tipping Fee” means the cost per ton for disposing of quantities of Acceptable Waste at the Facility as set forth in Section V.

26. “TF_x” (Tipping Fee as adjusted) for the purposes of Tipping Fee escalation is as defined in Section V.2(b).

27. “Ton” means a “short ton” of 2,000 pounds.

28. “Tonnage” means Tons of Residential Acceptable Waste.

29. “Tons Shortfall” means that tonnage quantity by which the Guaranteed Annual Tonnage exceeds the actual tonnage delivered in a Contract Year as more particularly described in Section V.

SECTION II

GUARANTEED DELIVERY AND ACCEPTANCE OF ACCEPTABLE WASTE

1. Commencing January 1, 2008, the Town shall deliver or cause to be delivered, and WMI agrees to accept, subject to the terms and conditions set forth herein, all Residential Acceptable Waste that is not Recycled in each Contract Year.

2. In the event that the Town does not directly provide for and control the collection and disposal of all its Residential Acceptable Waste, the Town shall deliver a number of Tons of Residential Acceptable Waste per Contract Year, designated by the Town by July 31 of each Contract Year (January 1, 2008 in the Initial Contract Year), in an amount not less than 90% and not more than 110% of the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) calendar years immediately preceding the date hereof (in the Initial Contract Year, such amount shall be multiplied by .5) or

the date on which the Town no longer provides for such collection and disposal if the Town is doing so on the date hereof but ceases doing it hereafter (the "Guaranteed Annual Tonnage"); provided, however, if the Town fails to provide WMI with the Guaranteed Annual Tonnage amount for any Contract Year by July 31 of such Contract Year, the Guaranteed Annual Tonnage amount shall be equal to the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) calendar years immediately preceding the date hereof or the date on which the Town no longer provides for such collection and disposal if the Town is doing so on the date hereof but ceases doing it hereafter. Notwithstanding the foregoing, the Town may only reduce its Guaranteed Annual Tonnage by an amount not to exceed twenty-five percent (25%) of the Town's initial Guaranteed Annual Tonnage throughout the term of this Agreement.

3. To the extent the Town does not have a Guaranteed Annual Tonnage obligation under Section II.1, WMI shall have the right to audit the Town's waste supply information and procedures to ensure that the Town is delivering all its Residential Acceptable Waste that is not Recycled to the Facility.

4. Should any Waste Bans imposed by a Change in Law, or the Town's participation in a Commonwealth of Massachusetts approved program of residential source separation of recyclable materials, substantially reduce the Town's waste stream, the Town and WMI agree to meet and negotiate in good faith a reasonable and appropriate reduction to the Town's Guaranteed Annual Tonnage.

SECTION III

REFUSAL TO ACCEPT DELIVERIES

1. WMI shall have the right to refuse deliveries of the following types or categories of waste (but may, if possible or practical, reject partial loads), and the Town shall remove and dispose of, at its sole cost, any such waste delivered by or on behalf of the Town which is so rejected by WMI:

- (a) waste other than Residential Acceptable Waste;
- (b) any waste delivered at other than the established receiving hours as set forth herein;

(c) any waste delivered by the Town in a manner or by means not in conformity with the requirements of this Agreement; or

(d) any or all waste which WMI is unable to accept as the result of a Force Majeure Event.

2. (a) WMI may also refuse delivery of any and all Residential Acceptable Waste delivered by the Town for reasons other than those identified in Section III.1 including Residential Acceptable Waste it is unable to process due to WMI's fault or negligence. In such event, WMI shall be liable to the Town, as WMI's sole liability, as specified in Section III.2(b) below.

(b) For any or all Residential Acceptable Waste delivered by the Town in accordance with this Agreement and rejected by WMI, or diverted by WMI, in either case pursuant to Section III. 2(a), the Town agrees to pay to WMI the per Ton Tipping Fee set forth in Section V.2, and to deliver such Tonnage to an alternative disposal site designated by WMI, and WMI agrees to pay the tipping fee cost of disposal at such designated alternative disposal site, and reimburse the Town for the direct reasonable and necessary incremental cost of transportation of such Residential Acceptable Waste to the alternative disposal site in excess of the cost of transportation of an equal amount of such Residential Acceptable Waste to the Facility.

3. WMI agrees that, during the period of any inability or refusal to accept Residential Acceptable Waste pursuant to Section III.1(d) and Section III.2, the Town shall be considered to have delivered to the Facility, for purpose of determining whether the Town has satisfied its Guaranteed Annual Tonnage commitment (to the extent applicable under Section II.1), the number of Tons diverted to the alternate disposal site based on the alternate disposal site's weight records or, if such records are not available, a pro rata portion of the Town's Guaranteed Annual Tonnage commitment as allocable to the period of WMI's inability or refusal less any Tonnage accepted by WMI during such period (but in no case less than zero); provided, however, the Town shall use all reasonable efforts to supply excess quantities of Residential Acceptable Waste to WMI upon WMI's reasonable request, and at the times requested, once a Force Majeure Event which prevented WMI from accepting Residential Acceptable Waste pursuant to Section III.1(d) has been remedied or when WMI removes or remedies the cause of its refusal to accept such Acceptable Waste pursuant to Section III.2(a).

4. Notwithstanding the foregoing:

(a) During any period which WMI is unable to accept and process Residential Acceptable Waste at the Facility due to a Force Majeure Event, WMI will, at its expense, promptly, diligently, and in good faith use reasonable efforts to take all action reasonably necessary for it to be able to accept and process such Residential Acceptable Waste including, without limitation, all actions reasonably necessary to obtain any temporary restraining orders, preliminary or permanent injunctions, approvals, licenses or permits needed to resume acceptance and processing of such Residential Acceptable Waste and any reasonable repairs or other improvements to the Facility and any reasonable modifications to the operation thereof required for such purpose. WMI shall, during any such period, keep the Town duly notified (not less often than monthly) of all such actions, and the expected duration of any such period, and shall permit the Town to participate and intervene where permissible, at the Town's expense, in all such actions if the Town so desires; provided, however, that WMI shall have the sole right to direct the prosecution of any such action and the Town shall reasonably cooperate with WMI in connection therewith and not do anything in the course thereof contrary to the interests of WMI.

(b) If as a result of a Force Majeure Event the capacity of the Facility to accept and process Residential Acceptable Waste is reduced but not completely suspended, WMI shall allocate a portion of such reduced capacity of the Facility to the Town pro rata based on the Town's Guaranteed Annual Tonnage (if applicable under Section II.2) or the average number of Tons of Residential Acceptable Waste delivered by the Town to the Facility and accepted by WMI in the three (3) years immediately preceding the date of the Force Majeure Event. WMI shall not accept any waste under any new contracts for the disposal of Acceptable Waste at the Facility subsequent to the occurrence of such Force Majeure Event until the capacity of the Facility is sufficient to accept and process all Residential Acceptable Waste delivered by the Town in accordance with this Agreement.

SECTION IV

MANNER OF DELIVERY AND WEIGHING

1. The Town shall deliver or cause to be delivered only Residential Acceptable Waste to the Facility, and shall deliver or cause the Residential Acceptable Waste to be delivered, in a clean, orderly, and safe manner, including, without limitation, in such a manner that it will not be spilled, other than on the tipping floor, or blown on the Facility site. If the Town fails to cause

such deliveries of Acceptable Waste to be undertaken in such a manner, the Town shall promptly, at its sole cost, remedy such failure including collecting and removing any spilled or blown Acceptable Waste. If the Town fails to do so, the Town shall be liable to WMI for all costs of such cleanup by WMI.

2. The Town shall adhere to, and shall require haulers delivering on behalf of the Town to adhere to, all reasonable and applicable safety rules and regulations as made known to the Town by WMI at all times while the Town or the Town's hauler's vehicles or personnel are on the Facility premises, including the Hauler Safety Rules attached hereto as Appendix III and WMI's Tipping Floor Policy attached hereto as Appendix III-2. In addition, the Town shall execute, and shall, if applicable, cause its haulers to execute, the Hauler's Safety Declaration attached hereto as Appendix III-1. The Town shall pay WMI all costs, damages, or expenses arising out of the Town's or its employees', contractors', haulers', or agents' negligent or willful failure to comply with such safety rules or regulations, or its or their failure to supply only Residential Acceptable Waste to the Facility.

3. The Town shall deliver Residential Acceptable Waste only during WMI's scheduled delivery days and hours. Unless modified in writing by WMI, WMI scheduled delivery days and hours shall be 6:00 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturday, exclusive of Christmas, New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, and Thanksgiving. There shall be no deliveries accepted at other hours unless agreed upon in advance by the parties hereto; provided, however, WMI shall use reasonable efforts to accept deliveries at other hours in the event that extreme weather conditions have prevented the Town from making routine deliveries as contemplated herein subject to local approval.

4. The Town shall cause all vehicles used for deliveries of Residential Acceptable Waste to the Facility to be in safe and clean condition, in good repair, and in compliance with all applicable law. The Town shall only use vehicles with the capability of mechanically dumping directly into the Facility waste pit, and which have a capacity of one-half (1/2) ton or more. Such vehicles shall contain adequate identification so that WMI can determine the source of the Residential Acceptable Waste being delivered to the Facility. WMI shall use reasonable efforts, to the extent practicable, to operate the Facility in a manner that limits wait times at the Facility.

5. WMI shall utilize and maintain motor truck scales, certified as required by law, to weigh all vehicles delivering Residential Acceptable Waste to the Facility. Each vehicle shall be weighed, and a weight record will be generated reflecting the vehicle's gross weight, tare weight, time, and truck identification. Such records shall be used by WMI as a basis for calculating monthly and yearly deliveries made by the Town. WMI reserves the right to modify the above arrangement with any other systems which perform essentially the same functions and which are not unreasonably burdensome to the Town. In addition, WMI shall have the right to require the Town and the Town's haulers to attach any equipment or device to their vehicles as is reasonably necessary to enable WMI to comply with this Section IV.5 at WMI's expense.

6. WMI shall maintain, for a period no less than six (6) years, records of the tonnage delivered on the Town's behalf and accepted by WMI each day. The Town shall have the reasonable right to review such weight records at the Facility during normal Facility business hours upon no less than 24 hours' notice to WMI of the Town's desire to conduct such a review, and in such a manner as to not interfere with the Facility's orderly operation. In addition, a record of each load shall be included in WMI's monthly invoice to the Town.

7. WMI agrees to calibrate its truck scales at least two (2) times per calendar year. WMI commits to adjust the accuracy of the truck scales in accordance with applicable law within fifteen (15) days of the date upon which its truck scales are determined to be inaccurate. Any truck scale found to be inaccurate shall be placed out of service until it is calibrated.

SECTION V

SERVICE FEES

1. In consideration of WMI's services or the availability of WMI's services hereunder, WMI shall be entitled to receive Service Fees from the Town. The Town shall plan and budget for the anticipated costs of such Service Fees, plus a reasonable estimated contingency for additional costs, in any fiscal year budget throughout the term of this Agreement.

For every month the Service Fees shall be equal to (a) the Tipping Fee for that month (as defined in Section V.2 below) multiplied by the number of Tons of Residential Acceptable Waste actually delivered by or on behalf of the Town and accepted by WMI at the Facility or otherwise disposed of by or at the direction of WMI for the Town for that month; plus

(b) any other costs arising under this Agreement, including, without limitation, any interest charges due for late payment, and any amounts pursuant to Section XII.

2. (a) For all Residential Acceptable Waste delivered to and accepted at the Facility in accordance with this Agreement, or otherwise disposed of by or at the direction or cost of WMI, and regardless of whether such Residential Acceptable Waste was not actually delivered to and disposed of at the Facility so long as the Town owes WMI a payment obligation thereof pursuant to this Agreement, the Town shall pay WMI a Tipping Fee of Sixty Three Dollars (\$63.00) per Ton as of the Base Date as adjusted for escalation on the Anniversary Date in accordance with Section V.2(b) hereunder. The Base Date shall be January 1, 2005, and the Anniversary Date shall be July 1 of each calendar year during the term of this Agreement, commencing July 1, 2008; provided, however, January 1, 2006, January 1, 2007, and January 1, 2008 shall also each be an Anniversary Date hereunder although the Tipping Fee as of January 1, 2008 shall not exceed Seventy Dollars and Fifty Cents (\$70.50).

(b) The Tipping Fee set forth in Section V.2(a) shall be escalated on each Anniversary Date subsequent to the Base Date in accordance with the following formula:

$$TF_X = BTF [1 + (.75(\Delta CPI))]$$

Where:

TF_X = Tipping Fee as of the Anniversary Date in the computation year.

BTF = The Base Tipping Fee as of the Base Date.

$$\Delta CPI = \frac{CPI_X - CPI_B}{CPI_B}$$

Where:

CPI = CPI Urban Wage Earners and Clerical workers - Northeast Urban

CPI_B = The CPI published for September 2004 (197.7).

CPI_X = The CPI published for March in the computation year (September for the escalation on January 1, 2006, January 1, 2007, and January 1, 2008).

3. If applicable pursuant to Section II.1 hereunder, if the Town fails to deliver the required Guaranteed Annual Tonnage in any Contract Year for reasons other than that WMI cannot accept delivery under Section III.1(d) and Section III.2, WMI may, in its sole discretion, assess Shortfall Fees against the Town. The Shortfall Fees shall be equal to the difference

between the Guaranteed Annual Tonnage for such Contract Year and the number of Tons of Acceptable Waste delivered to the Facility in such Contract Year multiplied by the Tipping Fee in effect for such Contract Year. The Shortfall Fees shall be paid by the Town to WMI within twenty-five (25) days of receipt of the annual settlement statement provided pursuant to Section VI.2 hereunder.

4. If applicable pursuant to Section II.1 hereunder, the Town agrees that if the Town delivers or causes to be delivered quantities of Acceptable Waste in excess of the Guaranteed Annual Tonnage in any Contract Year, and WMI agrees to accept such excess Tons, the Town shall pay WMI 120% of the Tipping Fee in effect for such Contract Year for such excess Tonnage.

SECTION VI

PAYMENTS

1. WMI will invoice the Town within ten (10) days after the end of each calendar month for the preceding month's deliveries. The Town shall make payment to WMI of all invoiced amounts within twenty-five (25) days of the Town's receipt of such invoice. All overdue payments from the Town to WMI not received by WMI within thirty (30) days shall bear interest at the greater of 1% over the *Wall Street Journal's* Prime Rate or the maximum interest rate permitted by applicable law.

2. Within sixty (60) days after the end of each Contract Year during the term of this Agreement, WMI shall deliver to the Town an annual settlement statement, which shall show the computation of the Service Fees, Change in Law costs, and Shortfall Fees for the year and a reconciliation in reasonable detail of the Service Fees and Change in Law costs so computed with the amounts paid during the Contract Year (the "Annual Settlement Statement"). If the reconciliation is such that (i) the Town has overpaid WMI, then WMI shall at the time of delivery of the Annual Settlement Statement refund the overpayment to the Town, or (ii) the Town has underpaid WMI, then the Town shall, within twenty-five (25) days of receipt of the Annual Settlement Statement, pay to WMI the additional amount due. WMI waives the right to collect Shortfall Fees from the Town if the Shortfall Fees are not included in the Annual Settlement Statement; provided, however, WMI shall have the right to correct any errors in Shortfall Fees listed in the Annual Settlement Statement without penalty to WMI.

3. The obligation of WMI and the Town to pay the amounts to be paid by each party from time to time hereunder shall not be subject to diminution by reason of any shutdown of the Facility, set-off, abatement, counterclaim, existence of a dispute, or any other reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of either party hereunder or limit recourse against either party. The foregoing provisions of this Section VI.3 shall not offset any right of either party to pursue independently any claim it might have against the other party based upon nonperformance by either party of its obligations hereunder.

SECTION VII

TERM

This Agreement shall become effective on the date hereof, and shall continue in full force and effect until December 31, 2027, unless this Agreement is otherwise terminated as provided herein; provided, however, that performance hereunder shall not commence until January 1, 2008. Notwithstanding anything to the contrary set forth herein, the Town and WMI shall each have the right to terminate this Agreement effective December 31, 2017. Notice of such termination shall be provided in writing to the other party no later than December 31, 2015. It shall be a condition precedent to the effectiveness of the termination of this Agreement by WMI under this Section VII that WMI shall have also exercised its termination right under the waste disposal agreements with those Central Massachusetts Resource Recovery Committee Communities which contain the same termination provision as set forth in this Section VII and which are dated no later than June 1, 2006.

SECTION VIII

EVENT OF DEFAULT: TERMINATION

1. (a) Upon the occurrence of an Event of Default by WMI, the Town shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both. The following shall constitute Events of Default by WMI:

(i) the unexcused failure of WMI or the Guarantor to perform or observe any of its material covenants, services, obligations or duties created by this Agreement;

(ii) the unexcused failure of WMI to make any payment due and payable under this Agreement;

(iii) the material falseness or inaccuracy of any representation or warranty made by WMI, if the legality of this Agreement or the ability of WMI to carry out its duties and obligations under this Agreement is thereby adversely affected;

(iv) the failure to provide and maintain current the insurance required to be provided by WMI hereunder or the Guaranty; or

(v) the commencement of any bankruptcy, insolvency, liquidation or similar proceeding by or against WMI or the Guarantor; the consent by WMI or the Guarantor to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy or custodian of WMI or the Guarantor or any substantial part of their respective assets; or any assignment of all or substantially all of the assets of WMI or the Guarantor for the benefit of creditors; provided that in the case of commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment or order shall remain undischarged or undismitted for 120 days.

(b) Upon the happening of any event described in Section VIII.1(a)(i)-(v), the Town may declare an Event of Default by providing written notice of such declaration and the event causing it to WMI setting forth in detail the alleged failure or deficiency of WMI. WMI shall have thirty (30) days after receipt of such written notice from the Town to cure such failure or deficiency. If the failure or deficiency cannot reasonably be completed within thirty days, the preceding sentence shall be satisfied if within thirty (30) days, WMI shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from the date of receipt of such written notice. In the event that WMI does not cure such failure or deficiency within said thirty (30) day period (or extension as provided above), the Town may terminate this Agreement for cause by providing written notice thereof to WMI.

2. (a) Upon the occurrence of an Event of Default by Town, WMI shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both. The following shall constitute Events of Default by the Town:

- (i) the unexcused failure of the Town to perform or observe any of its material covenants, agreements, obligations or duties created by this Agreement;
- (ii) the unexcused failure of the Town to make any payment due and payable under this Agreement;
- (iii) the failure to provide and maintain current the insurance required to provided by the Town hereunder;
- (iv) the material falseness or inaccuracy of any representation or warranty made by the Town, if the legality of this Agreement or the ability of WMI to carry out its duties and obligations under this Agreement is thereby adversely affected; or
- (v) in the event the Town shall make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, be adjudicated as bankrupt or insolvent, file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, file any answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding or seek or consent to or acquiesce in the appointment of any trustee, liquidator or receiver of it or of all or any substantial part of the properties of it.

(b) Upon the happening of any event described in Section VIII.2(a)(i)-(v), WMI may declare an Event of Default by providing written notice to the Town setting forth in detail the alleged failure or deficiency of the Town. The Town shall have thirty (30) days after receipt of such written notice from WMI to cure such failure or deficiency. If the failure or deficiency is one that cannot reasonably be completed within thirty (30) days, the preceding sentence shall be satisfied if within thirty (30) days the Town shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from date of receipt of such written notice. In the event that the Town does not cure such failure or deficiency within said thirty (30) day period (or extension as provided above), WMI may terminate this Agreement by providing written notice thereof to the Town.

3. Any obligation to pay any fixed sum of money that may have accrued and be due and payable hereunder, and the obligations contained in Sections IX, XI, and XV hereof, shall survive the termination or expiration of this Agreement.

SECTION IX
INDEMNIFICATION

1. To the extent permitted by law, WMI shall indemnify, defend, reimburse and hold harmless the Town and its officers, employees and representatives from any and all threatened or actual claims, demands, suits and causes of action (collectively "Claims"), and all damages, penalties, costs and expenses (including, without limitation, attorney's fees) arising therefrom (collectively "Damages"), incurred as a result of (i) any act or omission by WMI in connection with the performance of its obligations under this Agreement, except to the extent that such Claims or Damages arise out of, or result from, the delivery to WMI by the Town of any waste that does not constitute Acceptable Waste; (ii) injury to or death of any person (including, without limitation, persons employed by the Town) or damage or destruction of property (including, without limitation, to the property of the Town and Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of WMI or its officers, employees and representatives; (iii) any act or omission of WMI or its officers, employees, and representatives under this Agreement that may result in any liability for the Town under any Environmental Laws; (iv) breach of any obligation, covenant or undertaking of WMI contained herein; and (v) any misrepresentation or breach of warranty by WMI contained herein.

2. To the extent permitted by law, the Town shall indemnify, defend, reimburse and hold harmless WMI and its officers, employees and representatives from any and all Claims and Damages incurred as a result of (i) the delivery to WMI by the Town of any waste that does not constitute Acceptable Waste; (ii) injury to or death of any person (including, without limitation, persons employed by WMI) or damage or destruction of property (including, without limitation, to the property of WMI and Third Parties), to the extent arising out of, resulting from or in any way connected with the negligence or willful misconduct of the Town or its officers, employees, representatives, contractors, and haulers; (iii) any act or omission of the Town or its officers, employees, representatives, contractors, and haulers under this Agreement that may result in any liability for WMI under any Environmental Laws; (iv) breach of any obligation, covenant or undertaking of the Town contained herein; and (v) any misrepresentation or breach of warranty by the Town contained herein.

3. The obligations of a party to this Agreement (each an "Indemnitor") to indemnify, defend, reimburse and hold harmless the other party hereto and its officers, employees and representatives (each an "Indemnitee") as set forth in Section IX.1 or IX.2 above shall not apply to:

(a) any Claims or Damages to the extent caused by the acts or omissions of the Indemnitee; or

(b) in the case where the Indemnitor has assumed the defense of a claim, any defense costs or expenses, including the costs of attorneys, consultants, and/or investigators, incurred by an Indemnitee, unless authorized in advance in writing by the Indemnitor

4. If the Indemnitee is presented with a claim by a Third Party, or an Indemnitee suffers a loss or damage that may be subject to indemnification or defense from the Indemnitor under this Agreement, the Indemnitee shall promptly give reasonable notice thereof to the Indemnitor, together with a complete copy of the Third Party claim (if any); provided, however, that the failure to promptly give such notice shall not relieve the Indemnitor from any liability for indemnification hereunder unless the Indemnitor is materially prejudiced in its ability to defend, settle or otherwise assert rights to reduce exposure to, such liability, claim, demand, cost or exposure.

5. After notification to the Indemnitor of any Third Party claim, if such claim is properly the subject of indemnification under this Agreement, the Indemnitor shall undertake the defense of such claim, at its expense, and using counsel selected by the Indemnitor, but reasonably satisfactory to the Indemnitee, even if the Indemnitor believes such claim is groundless. The Indemnitee may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party claim. The Indemnitee shall cooperate in such defense at the Indemnitor's request and reasonable expense, including providing access to any of its employees, property and records for purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analyses and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based.

6. The defense and indemnity provisions set forth above should not be interpreted or deemed to limit, in any way, any right of action which may be asserted by any party against publicly or privately created funds established for the purpose of satisfying, wholly or in part, claims asserted or perfected by such parties.

7. As long as the Indemnitor is conducting the defense of any Third Party claim, the Indemnitee will not consent to the entry of any judgment or enter into any settlement with respect to a Third Party claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld.

SECTION X
INSURANCE

1. The Town shall at all times during the term of this Agreement maintain, and shall cause any hauler delivering Acceptable Waste to the Facility on behalf of the Town to maintain, in full force and effect the insurance coverages set forth in Appendix IV-1 which is attached and made a part hereof, and all other insurances as may be required by applicable law. In addition, the Town shall comply, and shall cause any hauler delivering Acceptable Waste to the Facility on behalf of the Town to comply, with the terms of Appendix IV-1. To the extent the Town is self-insured, the Town hereby represents and warrants that it is in compliance with all legal requirements with respect to its self-insured status. The Town further represents and warrants that, should it no longer be self-insured or otherwise not be in compliance with all legal requirements with respect to its self-insured status, the Town shall immediately notify WMI and immediately provide the coverages and comply with the requirements set forth in Appendix IV-1.

2. WMI shall, at all times during the term of this Agreement, maintain in full force and effect the insurance coverages set forth in Appendix IV-2 which is attached and made a part hereof, and all other insurances as may be required by applicable law.

SECTION XI
LIMITATION OF LIABILITY

Except for payment obligations contained in this Agreement, in no event, whether arising out of or in connection with either the performance or non-performance by either party of its obligations under this Agreement, shall either party be liable for or obligated to the other party in any manner to pay special, consequential, incidental, punitive, or indirect damages.

SECTION XII

FORCE MAJEURE EVENTS; CHANGE IN LAW

1. The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of a Force Majeure Event. Such excuse of performance shall be only to the minimum extent reasonably forced on such party by such event and such party shall continue to perform all other responsibilities hereunder. In addition, WMI shall be excused, without cost or liability to the Town, for failure or delay in performance of any obligation set forth in this Agreement including its obligation to accept Residential Acceptable Waste at the Facility by reason of a Force Majeure Event. This provision shall not, however, relieve a party from using reasonable efforts to overcome or remove a Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of such Force Majeure Event, provided that the party shall use reasonable efforts to obtain a stay or appeal any Force Majeure Event constituting a Change of Law if, in the party's good faith judgment after consultation with counsel, such action is warranted. The party relying on a Force Majeure Event shall provide prompt notice of a Force Majeure Event to the other party and shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event; provided, however, the settlement of strikes, lock-outs, work slowdowns, and other similar industrial or labor actions, or legal actions or administrative proceedings, shall be entirely in the discretion of the party relying on a Force Majeure Event and such party shall not be required to make settlement of strikes, lockouts, work slow-downs and other similar industrial or labor actions or legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of such party.

2. (a) (i) In the event that a Change in Law in any way increases WMI's capital cost, or its cost of operating, maintaining or owning the Facility or the Facility's Residue Landfill, or decreases the revenue generated by the Facility, the Town shall pay WMI each year (y) an amount equal to the portion of the additional debt issued or equity contributed (including a reasonable return on such equity) if any, to finance the capital cost of such Change in Law amortized on a straight-line basis over the lesser of (A) the useful life of the capital equipment as determined by WMI using good and prudent engineering and industry standards or (B) fifteen (15) years, and/or (z) the increases in WMI's operating, maintenance or ownership costs, or decrease

in WMI's revenues for such year, each, as applicable, multiplied by a fraction the numerator of which is the Town's Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage requirement under Section II.1) or the number of Tons of Acceptable Waste delivered by the Town in the prior Contract Year, and the denominator of which is 465,000 (except during the Initial Contract Year in which case the denominator will be 232,000) (the "Town's Percentage").

(ii) In the event that a capital modification required by a Change in Law results in a savings in operation and maintenance costs for WMI, WMI shall issue a credit to the Town in the Annual Settlement Statement in an amount equal to the Town's Percentage of such savings.

(iii) In no event shall (y) the Town be required to pay WMI or be entitled to a credit from WMI for any costs or savings incurred by WMI after the expiration of this Agreement; or (z) the Town be responsible for any Change in Law costs for the Facility's Residue Landfill in excess of the Town's pro rata share of WMI's use of such landfill.

(b) Notwithstanding the provisions of Section XII.(2)(a) hereunder:

(i) Any amounts the Town owes for any Change(s) in Law (other than Change(s) in Law related to taxes, fees or charges imposed by any governmental entity described in Section XII.2(e)) that occur during the period January 1, 2005 through June 30, 2015 (the "Change in Law Deferral Period") will be deferred until July 1, 2015. Commencing July 1, 2015, the Town shall pay its portion of:

(A) any costs (capital and operation and maintenance) that arise after the Change in Law Deferral Period resulting from any Change(s) in Law during the Change in Law Deferral Period; and

(B) any costs (capital and operation and maintenance) resulting from any Change(s) in Law during the Change in Law Deferral Period that were deferred.

(ii) Any savings in operation and maintenance costs by WMI as a result of a Change in Law that occurs during the Change in Law Deferral Period shall also be deferred and credited to the Town after the end of the Change in Law Deferral Period.

(iii) Any deferred costs for which the Town is responsible, or deferred savings to which the Town is entitled, arising during the Change in Law Deferral Period, shall be amortized over

the term of this Agreement remaining after June 30, 2015, assuming the term of this Agreement is in force for its full 20 year term.

(iv) If the Town or WMI terminates this Agreement effective December 31, 2017 pursuant to Section VII herein, the Town shall not be liable for any such costs or entitled to any such savings otherwise payable after termination of this Agreement.

(v) The Town shall not be responsible to pay WMI for the Town's Percentage of any costs related to (y) a Change in Law resulting in WMI incurring an increase in operational and maintenance costs of less than \$10,000 in any Contract Year; and (z) a Change in Law resulting in WMI incurring costs for a capital modification(s) of less than \$75,000 in any Contract Year (the "Change in Law Threshold"). The Change in Law Threshold for any Contract Year shall no longer apply if, in such Contract Year, WMI has incurred, in the aggregate, \$30,000 for operational and maintenance costs or \$150,000 in capital modifications that were subject to the Change in Law Threshold. WMI and the Town acknowledge that the Change in Law Threshold is not intended to act as a "deductible" and, accordingly, the Change in Law Threshold shall not apply in cases where a Change in Law results in WMI incurring an increase in operational and maintenance costs in excess of \$10,000 per Contract Year or costs for a capital modification(s) in excess of \$75,000 per Contract Year. In no event shall the Change in Law Threshold apply to any taxes or fees described in Section XII.2(e).

(c) WMI shall promptly notify the Town of any capital modifications required to be made or increased operational and maintenance costs as the result of a Change in Law. WMI shall, as soon as practicable after request by the Town, provide the Town with (i) a description of the Change in Law; (ii) an explanation, supported by engineering analysis (if applicable), as to the need for a capital modification as a result of such Change in Law; and (iii) a reasonably detailed scope of work for the design of the capital modification. In addition, WMI shall, at the Town's expense, make WMI's engineering consultants available to the Town or the Town's engineering consultants in the event that the Town requests to review any materials prepared by WMI's engineering consultant. If the Town disagrees that the capital modification is necessary or that the costs are reasonable, the Town may invoke non-binding mediation in accordance with Section XVI.8, and thereafter binding dispute resolution in accordance with Section XVI.8, if necessary. Notwithstanding the foregoing, the Town shall make all payments due to WMI as set forth in this Agreement pending any resolution of any dispute resolution proceeding.

(d) WMI shall use reasonable efforts to deliver to the Town by June 1st and December 1st of each year an invoice reflecting such amounts (the "Change in Law Invoice") and the Town shall pay the Change in Law Invoice within twenty-five (25) days of the Town's receipt of such invoice. To the extent that any estimates are used by WMI in the Change in Law Invoice, any necessary adjustments will be reflected in the Annual Settlement Statement.

(e) WMI shall also be entitled to a payment from the Town equal to the Town's Percentage of any increase in cost resulting from a Change in Law relating to taxes, fees, assessments or other charges, direct or indirect, levied or imposed by:

(i) The Town and the municipal subdivisions in which the Facility is situated, and in which the Facility's Residue Landfill is located (but excluding any fees which WMI agrees to pay under a negotiated agreement with any such municipal subdivision); and

(ii) The United States, the Commonwealth of Massachusetts, or any governmental entity or authority.

(f) The Town shall promptly notify WMI of any Change in Law that the Town reasonably determines will result in a reduction in WMI's operational and maintenance costs. The Town shall, together with such notice, provide WMI with (i) a description of the Change in Law; and (ii) an explanation, supported by engineering analysis, as to the manner in which WMI's operational and maintenance costs have been reduced by the Change in Law. In addition, the Town shall, at WMI's expense, make the Town's engineering consultants available to WMI or WMI's engineering consultants in the event that WMI requests to review any materials prepared by the Town's engineering consultant. Thereafter, the Town and WMI shall meet and negotiate in good faith a credit due to the Town due to the Change in Law. If the parties cannot agree, the Town may invoke non-binding mediation in accordance with Section XVI.8, and thereafter binding dispute resolution in accordance with Section XVI.8, if necessary.

3. If the Town disputes WMI's statements or summaries as to the effect of a Force Majeure Event, the Town shall have the right, at its sole cost, to insist upon an independent determination of such effect to be made by an independent Third Party mutually agreeable to the Town and WMI. Such independent determination shall be final and binding upon the Town and WMI.

4. If the Facility or any substantial portion thereof is shut down due to a Force Majeure Event for a period which equals or exceeds ninety (90) days, WMI may, at any time on or

after such ninetieth (90th) day, (a) upon not less than fourteen (14) days notice to the Town assign this Agreement to the operator of an alternate disposal site that is lawfully permitted and operated, or (b) upon not less than one hundred twenty (120) days notice to the Town, terminate this Agreement.

5. (a) If a Change in Law or Changes in Law in any Contract Year result in the Town making payments to WMI in an amount equal to or greater than thirty percent (30%) of all Tipping Fees paid or to be paid to WMI by the Town for such Contract Year, the Town may terminate this Agreement upon not less than ninety (90) days' notice to WMI.

(b) If a Change in Law or Changes in Law in any Contract Year result in WMI issuing a credit to the Town in an amount equal to or greater than thirty percent (30%) of all Tipping Fees paid or to be paid to WMI by the Town for such Contract Year, WMI may terminate this Agreement upon not less than ninety (90) days' notice to the Town. In addition, if a Change in Law or Changes in Law result in WMI incurring or potentially incurring at least Twenty Million Dollars (\$20,000,000) in capital modification or operational and maintenance costs on or after January 1, 2023, WMI may terminate this Agreement upon not less than twelve (12) months' notice to the Town.

SECTION XIII

ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party and any such assignment or attempted assignment without such written consent shall be void; provided, however, that without the Town's consent, WMI may assign its interest and obligation hereunder to a financially viable person, firm, or corporation acquiring all or substantially all of the business or assets of WMI by merger, consolidation, transfer of assets, or otherwise, or to an Affiliate of WMI, and, further provided, that WMI may make such an assignment without such consent to a Third Party in connection with the financing or refinancing of the Facility or a modification thereto, or as security for any debt associated with the operation of the Facility. Subject to the provisions of this Section XIII, this Agreement shall be binding upon, and inure to the benefit of, any successors or assigns of the parties hereto.

SECTION XIV
CORPORATE GUARANTEE

Simultaneously with the execution of this Agreement, WMI shall provide a guaranty from the Guarantor in the form set forth in Appendix V hereto. If at any time the Guarantor's credit standing is reduced to below investment grade by Standard and Poor's Corporation or any successor ("S&P") and Moody's Investors Services Inc. or any successor ("Moody's"), WMI shall promptly provide a substitute guarantee from an entity with either a net worth of at least \$50 million or an investment grade credit rating or better by S&P or Moody's or shall provide other security reasonably acceptable to the Town to guarantee WMI's performance of its obligations under this Agreement. The obligations of the Guarantor shall be binding on the Guarantor's successors and assigns and may not be assigned or transferred to any other party without the prior written approval of the Town, such approval not to be reasonably withheld; notwithstanding the foregoing, the Guarantor may assign its obligations to an entity with an investment grade rating or better from either S&P or Moody's or a net worth of at least \$50 million without the consent of the Town.

SECTION XV
RIGHT OF FIRST REFUSAL

1. (a) Subject to the limits of applicable law, in the event that WMI shall propose or elect to continue to operate the Facility beyond the term of this Agreement, the Town agrees that before entering into arrangements with any Third Party for the disposal of all or any part of the Town's Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or the Town's Residential Acceptable Waste, the Town shall first offer to dispose of such Tonnage at the Facility upon terms and conditions substantially similar to such Third-Party arrangements.

(b) In turn, subject to the limits of applicable law, if WMI shall propose or elect to continue to operate the Facility beyond the term of this Agreement, WMI shall so advise the Town, and, upon request of the Town, WMI shall make available to the Town disposal capacity at the Facility for all or part of the Town's Guaranteed Annual Tonnage (to the extent the Town has a Guaranteed Annual Tonnage obligation under Section II.1) or the Town's Residential Acceptable Waste upon terms and conditions substantially similar to other terms and conditions for disposal

offered by WMI to other municipal entities with which WMI is contracting on a long-term basis for the supply of waste during such extended term of operation.

2. (a) At least six months prior to the end of the term of this Agreement, WMI and the Town shall meet for the purpose of discussing the continued operation of the Facility and the terms and conditions which might apply to Residential Acceptable Waste disposal by the Town during any such continued operations.

(b) The rights of first refusal contained in Section XV.1 shall be applicable only during the first year after the end of the term of this Agreement and shall be forever discharged if, having been offered rights pursuant to this Section XV, a party shall elect not to accept the terms and conditions and the other party shall have thereafter entered into an arrangement for waste disposal on such terms and conditions with a Third Party.

SECTION XVI

MISCELLANEOUS

1. Applicable Law. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

2. Compliance with Laws. In the performance of this Agreement, each party shall comply with all Federal, state, and local laws, rules, ordinances, regulations, and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

3. Severability. If any court or body of competent jurisdiction holds any provision of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.

4. Headings. The Section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

5. Notices. All notices given pursuant to this Agreement shall be transmitted by prepaid certified mail, return receipt requested, with notice deemed to be given upon receipt, addressed as follows:

If to the Town: Town of Medway
155 Village Street
Medway, MA 02053
Attn: Board of Health

If to WMI: Wheelabrator Millbury Inc.
331 Southwest Cutoff Road
Millbury, MA 01527
Attn: Plant Manager

With a copy to: Wheelabrator Millbury Inc.
c/o Wheelabrator Environmental Systems Inc.
4 Liberty Lane West
Hampton, NH 03842
Attn: General Counsel

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party.

6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties. This Agreement may be amended or modified only by written instrument duly executed by the parties hereto.

7. Enforcement; Waiver. The failure on the part of any party to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision in the future. A waiver of any term of this Agreement on the part of any party in one case shall not be construed as a waiver in any other and shall not affect any other term of this Agreement.

8. Non-Binding Mediation. Either party to this Agreement may request non-binding mediation of any dispute arising under this Agreement provided that a party shall not be required to participate in non-binding mediation with respect to any particular matter that has been previously the subject of such mediation or that has been determined by a court of appropriate jurisdiction. If a party shall request non-binding mediation by a notice in writing to the other, such notice shall specify the particular provisions of this Agreement and the particular facts with respect to which a dispute exists and shall set forth, in brief, the position of the requesting party with respect thereto. The following procedure shall apply:

(a) The president or other senior officer of WMI and the chief executive officer of the Town (together, the "Designated Officers") shall meet with all reasonable dispatch at a time

and place reasonably selected by them. Without limiting the discretion of the aforesaid officers, it shall, for purposes of this paragraph, be reasonable if the time shall be within ten (10) business days and if the place shall be within the Town or at the Facility.

(b) The meeting between the Designated Officers may be attended by such staff or consultants as each such officer shall deem appropriate. Each party shall be given an opportunity to state its position, the requesting party to have the first opportunity to do so. The Designated Officers shall discuss whether they believe that there is a basis for resolution of the matter, with or without the assistance of an independent mediator. Either party may at any time thereafter state its intention to request the assistance of an independent mediator. Thereupon that party shall, within ten (10) business days, deliver to the other a proposed list of at least three candidates for mediator, each of whom shall be a professional engineer or an attorney and none of whom shall have any current or on-going relationship to the proposing party. Unless the other party shall reject every candidate for reasonable cause, such other party shall select one of the candidates and that candidate shall be mediator for the matter. If such other party shall reject every candidate for reasonable cause, such other party shall propose three different candidates and the process shall be repeated until a mediator is selected.

(c) The mediator selected shall have full discretion as to the conduct of the mediation and each party shall in good faith participate in the mediator's program to resolve the dispute until and unless either the parties reach agreement with respect to the disputed matter or one party determines in good faith that there is no reasonable likelihood that a resolution will result.

(d) Mediation is intended to assist the parties in dispute resolution. No mediator shall be empowered to render a binding decision and neither party shall be required to agree to a settlement that it in good faith believes is contrary to a correct interpretation of this Agreement and contrary to its interests. Each party shall bear its own expenses arising out of any mediation under this Agreement.

(e) Following the conclusion of any mediation process initiated pursuant to Section XVI.8 herein, either party may bring any action with respect to enforcement of this Agreement either in the appropriate Superior Court for the Commonwealth or the United States District Court for the District of Massachusetts. Judicial proceedings held in Massachusetts state

or federal courts will be the sole forum for binding dispute resolution. Each party waives the right to a trial by jury.

9. Most Favored Nations. (a) Provided the Town has executed this Agreement by June 1, 2006, WMI agrees that, for a period commencing June 1, 2006 and ending January 1, 2015, it will not enter into a substantially similar waste disposal agreement with any municipality that contains a lower tipping fee than the then current Tipping Fee unless the Town is provided an opportunity to amend this Agreement to reduce the Town's then current Tipping Fee; provided, however, that the foregoing clause shall not apply to any agreement under which WMI and/or an affiliate of WMI provide both waste hauling and disposal services, or any agreement between WMI and the Town of Millbury. For the avoidance of doubt, a waste disposal agreement with a different term than that set forth herein, or which contains a materially different tonnage commitment than that agreed to by the Town herein, shall not be considered "substantially similar."

(b) The foregoing clause supersedes, as of the date hereof, any other "right of first refusal" clause or agreement between WMI and the Town including, without limitation, Section XIII of that certain Waste Supply Agreement dated August 10, 1987 between the Town and WMI (the "Waste Supply Agreement"), and supersedes, as of January 1, 2008, any "most favored nations" agreement between WMI and the Town.

10. Transfer Agent. If, during the term of this Agreement, the Town becomes a member of a regional solid waste entity (the "Solid Waste District") either through general or special legislation or through an intermunicipal agreement, the Town may request that WMI act as a transfer agent for funds paid by the Town to the Solid Waste District (the "Transfer Agent") by notifying WMI in writing that the Town has become a member of the Solid Waste District and that it would like WMI to act as the Transfer Agent. If the Town makes such request, WMI agrees to remit to the Solid Waste District any amounts which the Town designates in its payments to WMI to be remitted to the Solid Waste District, provided such amounts are in excess of any outstanding amounts then owed to WMI by the Town. In no event, however, shall WMI have any responsibility or liability in its role as the Transfer Agent except as set forth in this Section XVI.10.

SECTION XVII
REPRESENTATIONS, WARRANTIES AND COVENANTS

1. Town Representations, Warranties and Covenants. The Town hereby represents, warrants and covenants to WMI as follows:

(a) The Town is a municipal corporation duly created and existing pursuant to the laws of the Commonwealth of Massachusetts. The Town has the full legal right, power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Town and constitutes a legal, valid and binding obligation of the Town, enforceable against it in accordance with its terms, and the authorization, execution, delivery and performance of this Agreement by the Town does not violate any law, judgment, order, ruling or regulation applicable to the Town and does not constitute a breach of or default under any agreement or instrument by which the Town is bound.

(b) The Town is subject to suit on account of this Agreement and may, in an appropriate action brought before a court with proper jurisdiction, be liable in damages for breach of contract, including interest.

(c) No material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against the Town by any federal, state or local governmental authority or agency, or in any federal, state or local court that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding the Town on account of this Agreement or any actions contemplated to be taken by the Town under this Agreement.

(d) The Town is not subject to any federal, state or local law or regulation or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the Town of this Agreement, the compliance by the Town with the terms and conditions hereof, or the consummation by the Town of the transactions contemplated hereby, a violation of such law or regulation.

2. WMI Representations, Warranties and Covenants. WMI represents, warrants and covenants to the Town as follows:

(a) WMI is a corporation duly organized and validly existing in good standing in the State of Delaware and is qualified and authorized to do business in the Commonwealth of Massachusetts.

(b) WMI has full power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by WMI and the authorization, execution, delivery and performance of this Agreement by WMI shall not violate any law, judgment, order, ruling or regulation applicable to WMI and constitutes a legal, valid and binding obligation of WMI, enforceable against it in accordance with its terms except as the enforcement thereof may be subject to bankruptcy and insolvency laws or similar laws affecting creditors' rights or equitable principles, and does not constitute a breach of or default under any agreement or instrument by which WMI is bound.

(c) No material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against WMI or the Guarantor by any federal, state or local governmental authority or agency, or in any federal, state or local court, that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding WMI on account of this Agreement or the Guarantor on account of the actions contemplated to be taken by WMI hereunder or by the Guarantor.

(d) To the best of WMI's knowledge and belief there is no federal, state or local law or regulation thereunder or written interpretation thereof by any applicable regulatory authority, that would make the execution or delivery of the Guaranty or the consummation by the Guarantor of the transactions contemplated thereby, a violation of such law or regulation.

(e) Pursuant to M.G.L. Chapter 62, Section 49A, WMI has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives as of the day and year first above written.

Approved as to form:

By: R.D. Maciolo

Name: R.D. MACIOLO

Title: TOWN COUNSEL

TOWN OF MEDWAY

By: James Galligan

Name: James Galligan

Title: Chairman Board of
Selectmen

WHEELABRATOR MILLBURY INC.

By: Mark Wood

Name: MARK WOOD

Title: PRESIDENT

APPENDIX I
CENTRAL MASSACHUSETTS
RESOURCE RECOVERY COMMITTEE COMMUNITIES

1. Town of Auburn
2. Town of Dover
3. Town of East Brookfield
4. Town of Franklin
5. Town of Grafton
6. Town of Holden
7. Town of Holliston
8. Town of Hopedale
9. Town of Hopkinton
10. Town of Maynard
11. Town of Medfield
12. Town of Medway
13. Town of Mendon
14. Town of Milford
15. Town of Millbury
16. Town of Millis
17. Town of Milville
18. Town of Natick
19. Town of Needham
20. City of Newton
21. Town of Northborough
22. Town of Northbridge
23. Town of Oxford
24. Town of Paxton
25. Town of Princeton
26. Town of Rutland
27. Town of Sherborn
28. Town of Shrewsbury
29. Town of Southborough
30. Town of Spencer
31. Town of Upton
32. Town of Walpole
33. Town of Westborough
34. Town of Weston
35. Town of Westwood
36. City of Worcester

APPENDIX II

Solid Waste Management Facility Regulations

APPENDIX III



WHEELABRATOR TECHNOLOGIES INC. A WASTE MANAGEMENT COMPANY



CUSTOMER/Hauler SAFETY and ENVIRONMENTAL REQUIREMENTS

Zero Tolerance for Unsafe Acts, Behaviors, and Conditions

- < Wheelabrator is committed to safety! Wheelabrator has established a goal of zero tolerance for unsafe acts and conditions. Customers/Haulers (Hauling companies) working at Wheelabrator facilities must understand that safety is paramount to the success of all work and that poor safety work practices will not be tolerated. Safety performance may be used as a factor when selecting Customers/Haulers for future work. Wheelabrator requires its Customers/Haulers to fully comply with applicable OSHA regulations at all times. Violators may be removed from a facility. If you have questions, please ask.

Arriving at the Facility - Security

- < Wheelabrator reserves the right to require each Customer's/Hauler's employee to wear an identification badge provided by the facility.
- < All Customers/Haulers must be covered by a valid contract including:
 - Customer/Hauler declaration;
 - Safety and Environmental Requirements for Special Waste Haulers; and
 - Current certificate of insurance
 - Customers/Haulers must have valid licenses and certificates applicable for the work being performed.

Communications

- < Obey the Loader Operator or other designated Wheelabrator employee's instructions at all times.
- < In the event of an emergency medical or otherwise, the Customer/Hauler is to contact the Control Room using the plant phone or paging system. In general, Customers/Haulers should not call 911 using a personal cellular phone.

Customer/Hauler Safety and Environmental Evaluations

- < Wheelabrator strongly believes that performing work safely begins at the top with commitment from management. Customers/Haulers will take action when work performance feedback is provided by Wheelabrator.
- < If Wheelabrator observes safety hazards or environmental incidents caused by a Customer/Hauler, which pose an imminent danger, Wheelabrator will stop the work and require the Customer's/Hauler's supervisor to take immediate corrective action to eliminate the hazard(s).
- < Customer's/Hauler's employees who demonstrate an attitude of indifference towards safety or the environment may result in Wheelabrator staff removing them from the site or terminating the contract.

- < Customer's/Hauler's employees who fail to perform work in compliance with the contract requirements may be permanently removed from the site.

Customer/Hauler Vehicles

- < Reverse alarms shall be operable on all equipment.
- < All equipment shall be operated at a safe speed.
- < No persons are permitted to ride on the outside of vehicles.
- < Seatbelts must be used at all times while operating equipment.

Drug and Alcohol Program

- < All Customers/Haulers working at Wheelabrator facilities must have a fully implemented drug and alcohol program. Elements of the program shall include, but not limited to the following:
 - a Customer's/Hauler's employee shall not show up for work at the facility while under the influence of drugs or alcohol;
 - a provision for drug and alcohol testing when there is reasonable suspicion; and
 - a method for communicating when the Customer's/Hauler's employee is taking prescription medications that could influence work performance.
- < Wheelabrator is not responsible for the administration of the program.

Emergency Evacuation

- < The general fire alarm will be sounded for all emergencies requiring evacuation. When this alarm sounds, leave the facility immediately.
- < If an emergency alarm sounds, know your escape route. Do not use the elevator. Use stairwells and follow the exit signs.
- < The primary assembly point for any evacuation is at the administrative building parking lot, unless otherwise instructed. Each facility has a secondary evacuation assembly point. When the primary assembly point cannot be used, the facility will instruct the Customer/Hauler where to meet.

Fall Protection

- < For hand unloading within 15 feet of the pit, the following fall protection requirements must be used:
 - a guardrail system or floor and wall opening covers as applicable;
 - a personal fall arrest system consisting of a full body harness and a lanyard with locking snap-hooks attached to a secure anchor point; or
 - a safety net system.
 - Chains/Safety gates on all work platforms must be closed when the platform is occupied.

First-Aid and Medical Attention

- < Each Customer/Hauler must have a First-Aid kit available. Bloodborne pathogen training and related equipment is the responsibility of the Customer/Hauler.
- < **All accidents, injuries, and near misses must be reported immediately to the Control Room.**

- < **Where emergency services are required, the call will be made through the Control Room. Contact the Control Room for all emergencies.** In general, Customer's/Hauler's should not dial 911 from a cellular phone.
- < Know where the closest emergency eyewash and shower stations are located and how to operate them.

Hazard Communications

- < Prior to bringing any hazardous chemical on site, Customers/Haulers will submit the MSDS to be used for the project. Once the hazardous chemical has been approved by Wheelabrator, the Customer/Hauler will follow the facility chemical storage and disposal requirements. Customers/Haulers will disclose any hazardous materials brought on site and the MSDSs must be kept readily available.
- < Customers/Haulers must coordinate with the facility before storing any hazardous materials. Information such as: the quantity, location to drains, and material compatibility will be addressed.
- < Customers/Haulers are responsible for the removal and disposal of any hazardous materials brought on site in accordance with applicable law.
- < Containers, lines, and tanks are labeled at the facility. If you have a question, ask the Control Room.
- < MSDSs for all hazardous materials used on the site by Wheelabrator are available at multiple locations (e.g., in the Control Room). If you have a question about a hazardous material used at the site, ask the Control Room.

Incident Investigation and Reporting

- < Customers/Haulers are required to report all workplace incidents to the Control Room immediately. An incident is defined as any OSHA Recordable, Near Miss, Lost Work or Restricted Duty event.
- < Customers/Haulers must, within 24 hours of occurrence, complete an Incident Investigation Report. The investigation shall contain at a minimum the information required on OSHA's Form 301 and the following: causal factor(s), root cause(s), corrective actions and alternative solutions for preventing a re-occurrence of the event. The completed report shall be provided to the Control Room.

Ladders

- < Portable metal ladders and other portable conductive ladders may not be used near exposed energized lines or equipment.
- < Portable extension ladders must be extended 3 feet above the point of support and shall be tied off or held securely by another person.
- < Do not separate extension ladders for individual use.
- < Portable "A" frame ladders must be fully opened before use.
- < Do not climb step ladders that are leaned against walls, tanks, or other vertical surfaces.
- < No damaged or modified ladders are permitted on site.
- < Do not use "job-built" ladders or make-shift ladders (like pallets).
- < Face the ladder at all times and maintain three points of contact.

Leaks and Spills

- < Leaks or spills to the ground are not permitted. If you observe a leak or spill of any quantity, immediately notify the Control Room.
- < All temporary fuel and chemical storage tanks shall have a means of secondary containment.
- < Never release chemicals, oils, fuels, solvents, etc., into plant drains, sinks, or sewers.
- < No hazardous waste is to be generated unless permitted by the Customer's/Hauler's contract with Wheelabrator.
- < Do not dispose of waste generated on site onto the tipping floor.
- < Install temporary covers when performing any work within 20 feet of drains. Such activities include work with liquid chemicals and oil.
- < Clean tools and equipment of ash inside the plant structure before leaving property.

Materials Handling

- < Do not store materials in a manner that restricts access, blocks emergency/fire equipment or obstructs views of roadways or walkways.
- < Do not stack materials too high. Acceptable height is based on the stability of the materials being stacked.
- < Materials must be able to be self supported or by using vertical, horizontal, and diagonal braces.
- < All materials stored in elevated areas must be securely fastened to prevent falling.

Mobile Equipment

- < Customers/Haulers are not permitted to use Wheelabrator equipment and tools unless authorized. Authorized is defined as performed with Wheelabrator supervisory approval by trained persons.

Personal Protective Equipment

- < Customers/Haulers must provide PPE to their employees.
- < All PPE shall be worn in accordance with manufacturer instructions (e.g., hard hats facing forward).
- < Unless otherwise designated by Wheelabrator, hard hats are required in all areas of the facility. Wheelabrator reserves the right to require Customers/Haulers to wear hard hats and reflective safety vests of a specified color.
- < Safety glasses with permanently affixed side shields are required at all times on site, except in designated areas. Mirrored safety glass lenses or shades of any color greater than 10% are not permitted while working indoors.
- < Work boots with hardened (steel, fiberglass) toes are required. Sneakers are not permitted.
- < Work gloves shall be worn when required.
- < Goggles are recommended in areas where dust and particulate are present.
- < Hearing Protection is required in all areas inside of the facility. Double hearing protection is required in areas where signs are posted.
- < Face shields are required for all grinding and chemical transfer operations.
- < Customers/Haulers are required to follow the instructions on all posted signs.

Personal Hygiene

- < Customer's/Hauler's employees are required to thoroughly wash their hands and face before eating or drinking if involved with the unloading process.
- < Customers/Haulers may not enter lunchrooms or administrative areas with dirty or dusty protective work clothing or equipment.

Parking

- < Park only in areas designated by Wheelabrator.
- < Never block building exits, emergency routes, fire lanes, or emergency or fire equipment.

Respiratory Protection

- < Wheelabrator employees are required to wear respirator protection while performing specific tasks or while working in specific environmental conditions. Respiratory protection selection is based on air sampling data collected during these tasks and in various conditions.
- < Customers/Haulers shall wear respiratory protection in all posted areas.
- < Customers/Haulers must select the appropriate respiratory protection for their employee's exposures. Customers/Haulers are free to review Wheelabrator industrial hygiene air sampling data to assist in selecting the appropriate respiratory protection. However, Wheelabrator's air sampling data may not be relevant to the tasks the Customer/Hauler will be performing. Customers/Haulers are required under OSHA Standards to assess their employees' exposure(s) to air contaminants.
- < Customers/Haulers using respiratory protection are required by OSHA to have a respiratory protection program.
- < In accordance with OSHA's Standard, Customers/Haulers wearing tight fitting respirators must be clean shaven, with no facial hair impeding the face to respirator seal or exhalation valve operation.

Speed Limit

- < All vehicles operated on Wheelabrator property shall obey posted speed limits.
- < Adjust speed in response to reduced visibility or slippery conditions.

Tipping Floor, Fuel Yards and, Ash and Metal Recovery Loading/Unloading Areas

- < Each Wheelabrator facility has a tipping floor or fuel/waste unloading area policy. The policy is attached – see Appendix III-2 for the specific site rules.
- < Tipping Floor, Fuel Yards and, Ash and Metal Recovery Loading/Unloading Areas are restricted to authorized persons.
- < Customers/Haulers are not permitted in the fuel yard (e.g., wood, tires, culm) and ash and metal recovery loading/unloading areas unless authorized by a Wheelabrator employee.

Tools and Equipment

- < Customers/Haulers are not allowed to use Wheelabrator tools or equipment unless authorized.

Unsafe Acts, Horseplay, Intoxicants, Firearms

- < **No unsafe acts, horseplay, intoxicants, or firearms are allowed on site.**
- < **Follow instructions in all posted areas - observe all warning signs!**

Walking/Working Surfaces

- < Keep all walking/working surfaces free of debris, trip hazards (cords, hoses, and lines), slippery, or spilled materials.
- < Keep emergency/fire equipment, eyewash stations/safety showers clear at all times.
- < Keep exits, stairways, and corridors clear of obstructions at all times.

Miscellaneous

- < Smoking or chewing tobacco is only permitted in designated areas.
- < Eating or drinking is not permitted at any time within the facility except in designated areas.
- < Customers/Haulers are not permitted in warehouse areas unless accompanied by a Wheelabrator employee.
- < Housekeeping is a continuous effort; Customers/Haulers are required to keep work areas clean and orderly.
- < Barrier Tape:
 - Yellow Tape in the plant – Customers/Haulers can enter the area with caution.
 - Red Tape in the plant – Do Not Enter.

APPENDIX III -1

CUSTOMER'S/HAULER'S DECLARATION

As the duly authorized and designated representative of TOWN OF MEDWAY, I hereby certify for myself and for and on, behalf of Customer/Hauler that:

1. Customer/Hauler has been advised and instructed by Company concerning working conditions including potential hazards, if any, involved in the job and/or location in which Customer/Hauler will be working or present.
2. Customer/Hauler has been instructed and will instruct all of its agents, subcontractor and employees, prior to their reporting to Company's premises, with respect to such conditions and/or hazards and the proper safety precautions to be observed in regard thereto.
3. Customer/Hauler has issued or will issue to all such agents and employees, all necessary, adequate, and operative protective clothing and equipment, together with full instructions and training for their use, prior to the start of said work.
4. Customer/Hauler will properly supervise all such agents, subcontractor and employees to ensure compliance in the use of protective clothing and equipment and in the strict observance of the facility site's Safety and Environmental Requirements For Special Waste Haulers and all other federal, state, and local regulations.
5. Customer/Hauler acknowledges that a copy of the Wheelabrator Safety and Environmental Requirements For Special Waste Haulers has been provided to and will be followed by all employees, agents, and subcontractor of the Customer/Hauler.
6. Customer/Hauler acknowledges the following items were specifically discussed:
 - Company site specific Safety and Environmental Requirements For Special Waste Haulers, and consequences for non-compliance with the contract;
 - Plant Specific Tipping Floor Policy;
 - Site-specific physical and chemical hazards, including OSHA Hazard Communication;
 - Site-specific emergency procedures;
 - Eye, Foot, Hand, Head, Hearing, and Fall protective requirements;
 - OSHA inorganic arsenic, cadmium, lead, and respiratory protection standard requirements, including site-specific industrial hygiene monitoring data available for Customer/Hauler examination, and the associated use of respiratory protection, protective clothing, personal hygiene, and work practices.*

* Be advised that OSHA's policy is to prohibit the use of negative pressure and/or tight-fitting respirators where employee facial hair interferes with the face-to-facepiece seal.
The Company endorses and complies with this policy.

7. Customer/Hauler has implemented its employer obligations under the Federal OSHA and Department of Transportation (DOT) or equivalent State plan regulations listed below and has policies, procedures, programs, and systems in place to fulfill these obligations. This list of regulatory requirements may be modified by Wheelabrator based on the actual tasks and unloading situation.

- First Aid and Medical Attention (29CFR1910.151 & 29CFR192.23)
- Personal Protective Equipment (29CFR1910 Subpart 1 & 29CFR1926.28 & 95) including:
 - Occupational Foot Protection (29CFR1910.136 & 29CFR1926.96)
 - Head Protection (29CFR1910.135 & 29CFR1926.100)
 - Hearing Protection (29CFR1910.95 & 29 CFR1926.101)
 - Eye and Face Protection (29CFR1910.133 & 29CFR1926.102)
- Fall Protection (29CFR1926.104 & 500-503)
- Hazard Communication (29CFR1910.1200 & 29CFR1926.59)
- Respiratory Protection (29CFR 1910.134 & 29CFR1926.103)
- Lead (29CFR1910.1025 & 29CFR1926.62)
- Cadmium (29CFR1910.1027 & 29CFR1926.1127)
- Inorganic Arsenic (29CFR1910.1018 & 29CFR1926.1118)
- Hand and Power Tools (29CFR1910 Subpart P 29CFR1926, Subpart I)
- Materials Handling, Storage, Use, and Disposal (29CFR1910 Subpart N & 29CFR1926 Subpart H)
- Cranes, Derricks, Hoists, Elevators, and Conveyors (29CFR1910 Subparts F & N, 29CFR1926 Subpart N)
- Bloodborne pathogens (29CFR 1910.1030).

8. Customer/Hauler is required to report all workplace incidents to the Loader Operator or other designated Wheelabrator employee immediately. An incident is defined as any OSHA Recordable, Near Miss, Lost Work or Restricted Duty event. Customers/Haulers must, within 24 hours of occurrence, complete the incident investigation report form supplied by the Loader Operator or other designated Wheelabrator employee. The incident investigation will at a minimum include: casual factor(s), root cause(s), corrective actions and alternative solutions for preventing re-occurrence. The completed report shall be provided to the Administrative Building.

Printed Name: _____ Signature: 

Company Name: _____ Date: _____

APPENDIX III-2

Wheelabrator Millbury Inc.

Tipping Floor Rules and Procedures

1. Not more than one person per waste delivery vehicle may exit a vehicle on the tipping floor. All other vehicle occupants must remain in the vehicle. If more than one person is required to unload a vehicle, it will be considered a "Special Waste" load and shall be handled according to the requirements below for Assured Destruction/Special Wastes (see No. 15).
2. The designated individual who exits the delivery vehicle must stay within 6 feet of their vehicle when in the tipping building. When closing swinging doors, the driver is to stay with the moving door until it is closed. Vehicles are not to be left unattended.
3. Delivery vehicle occupants shall stay at least 15 feet away from the pit opening.
4. After tipping their load, delivery vehicles shall pull away from the pit to a clear, safe area within the tipping building to close and/or secure the vehicle doors.
5. There shall be no riding on the outside of delivery vehicles.
6. Any violation of these rules by a waste delivery vehicle driver or occupant shall be reported to the hauling company's district office and to the Wheelabrator VP of Environmental Management & Public Policy. The loader operator shall document the hauling company name, license plate or other truck identifier, the date and time of the violation.
7. The front-end loader operators are the only Wheelabrator (WTI) employees or WTI contractors routinely allowed to work in the tipping building. Other WTI employees or WTI contractors are permitted to work within the tipping building to conduct repair and maintenance activities, to conduct waste inspections, to escort visitors, and in case of an emergency. During these events, the WTI employees or WTI contractors shall, at a minimum, notify the loader operator of the type and location of the work to be done before starting the work and shall mark the area where the work will be done with safety tape, barrels, or other equivalent high visibility markers.
8. Any traffic direction will be done by the front-end loader operator while within the loader cab or when standing at the entrance to the tipping building (see No. 9). All loaders and other heavy equipment used in the tipping building shall be equipped with a loud speaker or public address system to clearly communicate with people on the floor or in the other vehicles in the tipping building.
9. If additional traffic directors (WTI employee or WTI contractor) are absolutely necessary, they shall only be located at the tipping building entrance doorway, and shall not enter into the

building any further than 10 feet, and a line shall be painted on the floor 10 feet within the building.

10. The front-end loader operator is to maintain a minimum 15-foot exclusion zone around each delivery vehicle.
11. Loaders shall be equipped with working back-up alarms capable of being heard during high ambient noise periods. The loader operator is to ensure that the alarm is working properly before starting his/her shift.
12. When escorting visitors onto the tipping floor, the WTI escort is to notify the loader operator who will then park and shut down the machine. No waste delivery vehicles are to enter the building during the visit and all delivery vehicles in the building are to have exited before the visitors enter the building. Facilities that have clearly delineated pathways along the wall of the building do not have to cease tipping floor operations during the passage of people along the pathway. In the situation where the loader needs to be operating, e.g., waste inspections, the loader operator needs to pay attention to the task and be fully aware of the location of those on the tipping floor.
13. Non-WTI employees, e.g., WTI Contractors, inspectors, other governmental personnel, etc. that may need to enter the tipping building shall first be given a safety briefing by a WTI employee and then asked to sign a safety declaration that this policy was reviewed with them. If a representative of a governmental agency or office refuses to sign the declaration, the WTI employee shall read the declaration to the governmental representative and then the WTI employee shall sign the declaration noting that the declaration was read to the official. Other casual visitors, e.g., tour groups, should receive the Visitor Safety Briefing, but are not required to sign a safety declaration.
14. To minimize the pedestrian traffic on the tipping floor, restroom facilities, e.g., portable toilets, will not be located within the tipping building.
15. When receiving Assured Destruction or Special Wastes that need special handling such as requiring more than one person to be out of the delivery vehicle, facilities should comply with the following at a minimum. Facilities should attempt to schedule delivery of Assured Destruction/Special Waste (AD/SW) materials during low waste delivery traffic hours. After the AD/SW delivery vehicle has parked on the tipping floor, the loader operator shall park the loader until the AD/SW vehicle has unloaded and all "pedestrians" are off the tipping floor, e.g., in the delivery vehicle or exited the tipping building.
16. Any WTI employees or WTI contractors moving closer than 6 feet from the pit opening shall wear a harness and lifeline secured to a suitable anchor, and shall notify the loader operator in advance of this activity.
17. Signs shall be posted at the scale house and entrance to the tipping building summarizing these rules.

18. All WTI employees, WTI contractors, Refuse Drivers or others conducting business on the tipping floor, e.g., agency inspectors, shall wear hard hats, sturdy shoes, eye protection and high visibility vests when in the tipping building.
19. WTI employees or WTI contractors that do not observe these rules are subject to disciplinary action, up to and including termination.
20. Delivery vehicle occupants that do not obey these rules are subject to being banned from the facility along with their company being banned.
21. Variances from these rules will be granted in writing on a case-by-case basis by the WTI VP of Environmental Compliance and Public Policy.

APPENDIX IV-1

INSURANCE

During the term of this Agreement, the Town and its haulers shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation Insurance Employers' Liability Insurance	Statutory Per Occurrence \$1,000,000
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence \$1,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$4,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by the Town in this Agreement.

Prior to disposing of any Acceptable Waste at the Facility, the Town and its haulers shall furnish WMI certificates of insurance or other evidence satisfactory to WMI to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, the Town and its haulers shall furnish WMI certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator Millbury Inc. and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of Wheelabrator Millbury Inc. and its affiliates as their interest may appear with respect to all policies described herein."

The certificates shall also contain the following express obligation:

"In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

APPENDIX IV-2

INSURANCE

During the term of this Agreement, WMI shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation Insurance Employers' Liability Insurance	Statutory Per Occurrence \$1,000,000
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence \$1,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$4,000,000

APPENDIX V

CORPORATE GUARANTEE

This Guarantee Agreement (this "Guarantee"), dated as of _____, 200__, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

WITNESSETH:

WHEREAS, Wheelabrator Millbury Inc. (the "Company") is entering into a Waste Disposal Agreement (the "Agreement") effective as of the date of this Guarantee with the Town of _____ (the "Town") pursuant to which the Town will deliver municipal solid waste to the Company's waste-to-energy facility for disposal; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement.

NOW, THEREFORE, in consideration of the Town entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. Guarantor and its successors and assigns hereby guarantee to the Town that it will cause the Company to perform all of its obligations and responsibilities in accordance with the terms and conditions of the Agreement. Guarantor shall be entitled to all the defenses and benefits of the terms and conditions of the Agreement.

2. This Guarantee shall become effective only upon the effective date of the Agreement.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

WASTE MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

Approval – Notice of Grant Award – Small Scale Initiatives Grant/DEP - \$1,000

BACKGROUND:

AGENDA ITEM #3 -

Grant expenditure authorization form and grant agreement attached.

ADDITIONAL DETAILS:

PROPOSED MOTION:

I move that the Board authorize the expenditure of the \$1,000 DEP grant as presented.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: DPS DATE: 11/10/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Tom Holder 

NAME OF GRANT: Small Scale Initiatives

GRANTOR: MADEP

GRANT AMOUNT: \$1,000.00

GRANT PERIOD: Expires June 30, 2015

SCOPE OF GRANT/
ITEMS FUNDED Compost Bins, Recycle Bins, Recycling Outreach

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING TOWN
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:

ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: 17-Nov-14

APPROVAL SIGNATURES _____

DATE _____

DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER LETTER TO THE SELECTMEN'S OFFICE FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE Town of Medway ("Grantee")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Town of Medway a Sustainable Materials Recovery Program Grant for Small Scale Initiatives ("Grant") valued at up to \$1,000. The Town of Medway shall comply with the specific terms and conditions described below in the performance of the Grant.

RESPONSIBILITIES OF THE GRANTEE

1. **Authority:** The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee's executed Master Service Agreement #EQEP02C/D/E.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement, then, at the election of MassDEP, (a) the Grantee shall repay the grant funds to MassDEP within 90 days; and/or (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Buying Recycled Products:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the Small Scale Contract.
6. **Use of Grant Funds:** Indicate below how grant funds will be used (choose only one).
 - Grant funds will be spent on one or more of the following pre-approved expenses:
 - a. Compost bins and kitchen scrap buckets
 - b. Recycling bins
 - c. Public space and outdoor event recycling containers
 - d. Recycling outreach and educational materials
 - e. Mercury, paint, automotive waste collection equipment, and/or

- f. Purchase and testing of green cleaning products
- g. Purchase and testing of compostable foodservice ware

OR, Grant funds will be used to purchase goods and/or services listed below which are not on the pre-approved list above, but have been approved by MassDEP through its signature below:

Description of goods/service	Dollar amount

7. **Procurement:** The Grantee is responsible for all aspects of the procurement process. Equipment purchased under this Grant must either:
 - a. be purchased from State Contract FAC61 (Massachusetts State Contract for Recycling Containers and Compost Bins). For more information on FAC61 visit: <http://www.mass.gov/eea/agencies/massdep/recycle/reduce/assistance-for-municipalities.html#5>, or
 - b. adhere to a 30% recycled content for all non-metal equipment, e.g., public space containers, compost bins, etc., or
 - c. be purchased from another State Contract

8. **Invoicing:** All grant funds are disbursed on a reimbursement basis only. The Grantee shall submit one request for reimbursement, no later than June 30, 2015, to MassDEP for approved expenditures accompanied by the following documentation:
 - a. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs if any;
 - b. certification from the vendor that the product contains a minimum of 30% recycled content, if non-metal equipment purchased is not listed in State Contract FAC61;
 - c. digital photos of the installed equipment, if equipment is purchased (e.g., public space containers or universal waste shed); and
 - d. copies of all outreach materials and publicity tools developed (hard copy and in an editable electronic format).

9. **Publicity and Outreach:**
 - a. Custom outreach materials and all publicity tools (i.e., press releases, media advisories, etc.) issued by the Grantee in conjunction with or as a result of this grant shall include the following language: "This project is funded in part by a grant from the Massachusetts Department of Environmental Protection". Printed outreach materials shall be printed double-sided on 30% post-consumer recycled paper.
 - b. MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee or the Grantee's contractor as a result of this Grant. The Grantee shall provide MassDEP with copies of all outreach materials and publicity tools developed (in hard copy and an editable electronic format).
 - c. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.


10. **Environmental Compliance:** The Grantee understands receipt of a Grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any

time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

11. Addendums: Should MassDEP award additional grant funds, an addendum to the Grant Agreement shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Agreement.

COMMONWEALTH OF MASSACHUSETTS

By:  _____ 11/4/14
Greg Cooper, Deputy Division Director (Date)
Consumer Programs, Bureau of Waste Prevention
Department of Environmental Protection

Town of Medway

By: Tom Holder DPS Director _____ 10.21.14
(Signature and Title) (Date)
Tom Holder _____
(Print Name)

Approval – Notice of Grant Award – Recycling Dividends Program/DEP - \$3,200

BACKGROUND:

AGENDA ITEM #4 -

Grant expenditure authorization and grant agreement attached.

ADDITIONAL DETAILS:

PROPOSED MOTION:

I move that the Board authorize the expenditure of the Recycling Dividends Program grant award as presented.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: DPS DATE: 11/10/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Tom Holder 

NAME OF GRANT: Recycling Dividends Program

GRANTOR: MADEP

GRANT AMOUNT: \$3,200.00

GRANT PERIOD: FY 2015

SCOPE OF GRANT/
ITEMS FUNDED Compost Bins, Recycling Carts, Public Space Recycling Containers

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING TOWN
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:

ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: 17-Nov-14

APPROVAL SIGNATURES _____

DATE _____

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE SELECTMEN'S OFFICE FOR APPROVAL OF DEPARTMENT TO EXPEND
THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

**RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE Town of Medway ("Municipality")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned 8 points and a payment of \$3,200. This Contract outlines terms and conditions between the Commonwealth and the Municipality for participation in the Recycling Dividends Program.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities will receive payments according to the number of criteria points their program earns. RDP will provide an incentive for municipalities with poor recycling programs to do better by implementing best practices and it will reward communities with model recycling and waste reduction programs. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Service Agreement #EQEP02C/D/E.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract.

6. **Data Reporting:** For the duration of this Contract the Municipality shall be responsible for providing complete and accurate information to MassDEP, via ReTRAC, using the annual Recycling and Solid Waste reporting form.
7. **Program Eligibility:** The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. The program and policy criteria (RDP criteria) define the characteristics of a model municipal recycling program, essentially functioning as a "best practices" framework. Each RDP criterion has a value ranging from 1 to 5. Municipalities that earn at least 6 points (out of 20 available) are eligible for RDP payments. RDP points have been claimed by the Municipality only for criteria fully met as of the filing deadline of the RDP application.
8. **RDP Payment Calculation and Payment Schedule:** MassDEP shall determine whether the Municipality has complied with the requirements set forth in Section (9) and described further in Appendix A, shall review and determine the validity of the Municipality's RPD application, and shall calculate the RDP Payment for each qualified Municipality. Payment brackets, based on the number of households served by the municipal solid waste program, establish the value for each point. The RDP Payment is calculated as: (number of points earned) multiplied by (value of each point). MassDEP shall pay RDP payments after it receives confirmation that the Municipality has fulfilled its obligations under this Contract.

Trash HH Served	Value of Each Point
1 - 1,999	\$200
2,000 - 7,499	\$400
7,500 - 14,999	\$600
15,000 - 24,999	\$800
25,000 -	\$1,200

9. **Program Criteria:** To claim points for any criteria, the program element must have fully met the performance standard no later than June 11, 2014. For a complete list of program criteria and accompanying performance standards see Attachment A. Section 15 of this Contract lists the Program Criteria for which the Municipality is eligible, and upon which the Municipality's payment was calculated.
10. **Use of Funds:** RDP Payments shall be expended on approved activities and equipment, listed below, to enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project.

Approved Equipment and Activities:

- Compost bins and kitchen scrap buckets.
- Carts for curbside collection of organics.
- Containers to support drop-off organics program.
- Collection and disposal costs for the first two years of a town-wide organics program.
- Program development costs for a new organics diversion program.
- Recycling carts and recycling bins.
- Public space and outdoor event recycling containers.

- Roll-off containers, compactors and balers for the collection of materials to be recycled. This includes replacement of existing equipment.
- Additional household hazardous waste collection event.
- New dedicated Enforcement Coordinator. Must spend a minimum of 19 hours per week on enforcement. Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance.
- Equipment to support the collection and recycling of hard to recycle materials.
- Establishing and/or maintaining a municipally operated swap shop.
- Waste reduction and/or recycling outreach and education materials.
- School chemical cleanouts.
- Other expenses as approved in writing by MassDEP in advance of the expense.

RDP funds shall *not* be used to pay for hauling, disposal, or administrative costs of their existing solid waste and recycling programs.

11. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.

12. **Reporting:** The Municipality shall submit an annual report to MassDEP for the duration of the RDP Contract and in a format required by MassDEP, documenting annual expenditures and remaining RDP funds. In addition, the Municipality shall file an annual Recycling and Solid Waste survey, via ReTrac, for the duration of this RDP Contract. Failure to comply with these reporting requirements may jeopardize future grant awards and RDP payments.

13. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

14. **Addendums:** Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

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15. RDP Payment Calculation:

Appendix A of this Contract defines performance standards for each criterion.

a. Solid Waste Program	5
b. Swap Shop	n/a
c. Organics	0
d. Bulky Items	0
e. Yard Waste	1
f. Household Hazardous Waste	0
g. Center for Hard to Recycle Materials	2
h. Hauler Regulation	n/a
i. Mandatory Recycling Policy	0
j. <u>Private Hauler and Business Access</u>	<u>n/a</u>
TOTAL POINTS	8

PAYMENT BRACKET (\$\$ earned per point) \$400

PAYMENT AMOUNT \$3,200

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
Greg Cooper, Division Director
Business Compliance, Bureau of Waste Prevention
Department of Environmental Protection

Town of Medway
By: Tom Holder DPW Director _____ 10.7.14
(Signature and Title) (Date)
Tom Holder
(Print Name)

Discussion/Vote – Fiscal Year 2016 Budget Policy

BACKGROUND:
AGENDA ITEM #5 -

Draft FY16 policy and current fiscal year policy attached.

ADDITIONAL DETAILS:

Board of Selectmen

Dennis P. Crowley, Chair

John A. Foresta, Vice-Chair

Richard A. D'Innocenzo, Clerk

Glenn D. Trindade

Maryjane White



*Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988*

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

FY2016 Budget Policy Statement

DRAFT

As we prepare for the Fiscal Year 2016 Budget Process, the Town once again seeks to maintain cash reserves and expects to budget conservatively in order to preserve essential services and infrastructure. Based upon recent new growth projects in our community, we will approach the ensuing fiscal year with an expectation of modest increases in local revenues. However, given the trends with state aid to cities and towns in the Commonwealth, we anticipate that little to no additional financial help will come to us from the state. Further, the Town will again remain conservative with its projections on local receipts as we monitor patterns over a multi-year period.

Medway has and continues to successfully manage its financial obligations and retains an excellent bond rating. Going forward, we anticipate making advancements with our financial programs, including OPEB obligations, to continue the positive gains achieved to date. And, as Medway's operations are often impacted by State rules, regulations and mandates, the Town will work closely with our Legislative delegation to advance and advocate for our Community's programs, services and overall needs.

In our continuing efforts to successfully manage our financial health, the Board of Selectmen recognizes the following potential realities that may affect the budget:

1. Anticipated level funded State aid, including Chapter 70 funding.
2. Cost containment or cost savings in the form of efficiency gains, affordable labor contracts and benefit packages, and continued preventive maintenance to extend the useful life of our infrastructure.
3. Support of capital expenditures that address long needed infrastructure investment such as water and sewer, roadway maintenance and school building projects. Non-recurring revenues will be applied strictly to capital purposes and not to subsidize operating expenses.
4. Examination of revenue alternatives to provide for a recurring funding mechanism to begin to address Medway's OBEB obligations.

Based on the aforementioned and pursuant to the Charter, the Board of Selectmen establishes the following Budget Policy:

DRAFT

As indicated in Table 1 below, the Municipal Departments and the School Department will be allocated revenues based on a proportional share of the Fiscal Year 2015 expenditures budget appropriated by Town Meeting minus unclassified expenses, expenditures not requiring appropriation and any established Municipal operations & services plans for School Department properties, facilities and fields.

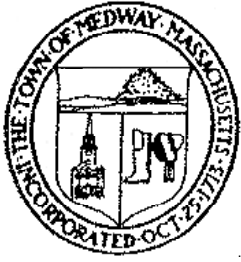
As provided for in the Town of Medway charter, any additional revenues received from the Commonwealth or from any other source will be allocated to the School Department and the Municipal Departments based upon their proportional share of their combined Annual Town Meeting Fiscal Year 2015 budgets.

For Fiscal Year 2016, all departments are required to provide the Board of Selectmen budgets that meet the funding allocations shown in Table 1. Please note, however, the allocation amounts may change subject to available revenue, student enrollment and other factors that may influence the proposed FY'16 budget. To the extent possible, the operating budget will be developed according to available annual revenues. Utilization of the Operational Reserve fund to underwrite projected budget gaps will be determined on an annual basis.

All budgets must be submitted in MUNIS.

Table 1 – Fund Allocation

Projected FY 2016 Revenues	\$46,565,488
Less:	
Projected Expenditures Not Requiring Appropriation	(\$1,305,878)
Projected Unclassified Expenses	<u>\$12,197,675</u>
Balance	\$33,061,935
FY 2015 ATM School/Municipal Budgets	<u>(\$32,747,941)</u>
Incremental Revenue	\$313,994
FY 2016 School Department Budget (FY 2015 Adjusted Budget, plus 75.1% of Incremental Revenue)	\$24,830,935
FY 2016 Municipal Department Budgets (FY 2015 Adjusted Budget, plus 24.9% of Incremental Revenue)	\$8,231,000



Town of Medway

BOARD OF SELECTMEN
155 Village Street, Medway MA 02053
(508) 533-3264 • FAX: (508) 321-4988

Glenn Trindade, Chairman
Dennis Crowley, Vice-Chairman
Richard D'Innocenzo, Clerk
John Foresto, Member
Maryjane White, Member

FY2015 Budget Policy Statement

The Town seeks to maintain cash reserves and to budget conservatively in order to preserve essential services and infrastructure. The Town continues to be cautiously optimistic about economic growth in the state and its impact on local aid. Medway is successfully managing its financial obligations and retains an excellent bond rating. The Town monitors Legislative initiatives that may affect our municipality's finances in addition to working with our Legislative delegation to advocate for and protect state aid.

In our continuing efforts to successfully manage our financial health, the Board of Selectmen recognizes the following potential realities that may affect the budget:

1. Anticipated stable state aid and Chapter 70 funding levels.
2. Cost containment or cost savings in the form of efficiency gains, affordable labor contracts and benefit packages, and continued preventive maintenance to extend the useful life of our infrastructure.
3. Support of capital expenditures that address long needed infrastructure investment such as water and sewer, roadway maintenance and school building projects. Non-recurring revenues will be applied strictly to capital purposes and not subsidize operating expenses.

Based on the aforementioned and pursuant to the Charter, the Board of Selectmen establishes the following Budget Policy:

As indicated in Table 1, which can be found on page two of this memorandum, the Municipal Departments and the School Department will be allocated revenues based on a proportional share of the Fiscal Year 2014 expenditure budget appropriated by Town Meeting minus unclassified expenses, expenditures not requiring appropriation and for yet to be determined field maintenance (Service Level Agreement).

As provided for in the Town of Medway charter, any additional revenues received from the Commonwealth or from any other source will be allocated to the School Department and the Municipal Departments based upon their proportional share of their combined Annual Town Meeting Fiscal Year 2014 budgets.

For Fiscal Year 2015, all departments are required to provide the Board of Selectmen budgets that meet the funding allocations shown in Table 1. Please note, however, the allocation amounts may change subject to available revenue, student enrollment and other factors that may influence the

proposed FY15 budget. To the extent possible, the operating budget will be developed according to available annual revenues. Utilization of the Operational Reserve fund to underwrite projected budget gaps will be determined on an annual basis.

All budgets must be submitted in Munis. Any departmental requests for expenditures above the allocated funding level must be submitted as a separate document.

Table 1 – Fund Allocation

Projected FY 2015 Revenues	\$45,173,864
Less:	
Projected Expenditures Not Requiring Appropriation	(\$1,324,212)
Projected Unclassified Expenses	<u>(\$11,435,129)</u>
Balance	\$32,414,523
FY 2014 ATM School/Municipal Budgets	<u>(\$32,009,397)</u>
Incremental Revenue	\$405,126
FY 2015 School Department Budget (Preliminary FY 2014 Budget, plus 75.8% of Incremental Revenue)	\$24,575,030
FY 2015 Municipal Department Budgets (FY 2014 ATM, plus 24.2% of Incremental Revenue)	\$7,839,493

Note: Field maintenance expense not yet quantified

Approval – Banner Display Policy

BACKGROUND:
AGENDA ITEM #6 -

Draft policy attached.

ADDITIONAL DETAILS:

PROPOSED MOTIONS:

I move that the Board approve the Banner Display Policy as presented, pending the Attorney General's approval of the related zoning bylaw change voted by the Nov. 10, 2014 Fall Town Meeting.

I move that the Board designate the Town Administrator as the approval authority for banner displays.

**TOWN OF MEDWAY
Banner Display Policy**

Policy

This policy governs the placement and display of banners over Main Street (Route 109 at Medway Plaza) in the Town of Medway (hereinafter “the Town”).

1. Banners to be displayed or placed over Main Street, proposed by any individual, group or entity, are subject to the requirements of this policy, as well as the conditions set forth in “Mandatory Conditions for Banner Display”, which follows.
2. Banners are approved by the Board of Selectmen or, if so designated by the Board of Selectmen, the Town Administrator.
3. Applications for banner display may be referred to the Design Review Committee for a recommendation prior to approval.
4. If there is a conflict involving the time of placement of two or more banners, then the banners promoting or advertising any activity, event or group within the town shall be given preference to any such activity, event or group outside the town. The Town specifically reserves the right to have any banners which promote activities, events or groups outside the town removed in favor of any such activities, events or groups within the town. The Town further reserves the right to display banners announcing Town events to the exclusion of all others. Banners announcing Town events shall take precedence over any approved request.
5. Banners displayed shall have no commercial content, except in reference to sponsorship information. Banners with commercial content, including but not limited to any form of commercial advertising or commercial logos, are otherwise prohibited. Banners shall have no partisan political content. The Town reserves the right to remove any banner that is not in compliance with this section without notice to the requester.
6. Any banner approved by the Board of Selectmen or Town Administrator may contain orders, terms or conditions which the requester of the banner must comply with in order to display the banner.
7. The banner must comply with all federal, state and local laws and regulations including, but not limited to, safety and fire laws, Town bylaws and regulations, and building codes. Should the banner not comply with any of the above referenced laws and regulations, it may be removed immediately by the Town at the expense, if any, to the responsible individual or group.

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8. The requester shall be liable to the Town for any and all expenses associated with property damage or cleanup costs should the Town incur the same. The requester shall indemnify and hold the Town harmless for any and all property damage, bodily injury or damages of any kind caused by the banner display, as well as any and all attorney fees and costs incurred by the Town in defense of any legal action against the Town resulting from damage caused by the banner display.

Mandatory Conditions for Banner Display

1. A written application (Exhibit A – Banner Display Request) is required and must be submitted to the Board of Selectmen’s office, 155 Village Street, Medway at least ten (10) days prior to the requested display date.
2. There is a minimum fee of \$60, which is intended to recover the labor and materials costs associated with hanging the banner.
3. Alternatively, with the approval of the Town Administrator, the applicant may make arrangements to have a professional company hang and remove the banner. The cost of this service will be borne by the applicant. No fee is due in this case.
4. The \$60 fee is due within thirty days of booking and prior to banner display. If the Town’s cost to hang the banner exceeds \$60, an invoice for the balance will be issued to the applicant. Any balance must be paid within thirty days of the invoice date.
5. Banner will be displayed for no more than fourteen (14) days, with display beginning on a Monday. The first day of display will depend upon weather conditions.
6. Banner must be delivered to Town Hall between seven (7) and two (2) days prior to the display date. Banner will not be accepted outside of this time range.
7. Banner must be picked up at Town Hall no later than seven (7) days following its removal from display.
8. Banner must be in good condition and meet minimum specifications: 19 oz., webbed, hemmed, grommets, “D” rings, reinforced corners, and wind holes.
9. Any banners deemed unfit due to traffic or pedestrian safety concerns will not be displayed.
10. Display dates may be booked up to one year in advance of the intended display date.
11. If a Town Meeting or Town Election is called, the Town’s banner announcing the event will take precedence over an approved request. Refunds will be provided in these instances.
12. Banners will be displayed only at the approved location on Main Street.

BOS Approval: _____

TOWN OF MEDWAY Banner Display Request

Organization Name: _____
 Event for which banner is displayed: _____
 Date(s) of event: _____
 Dates Requested (max. 1 week): _____
 Applicant Name/Responsible Party: _____
 Address/Telephone: _____

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment:
1. Fee of \$60 is due within thirty (30) days of booking and prior to the banner display (see policy for exception). Checks should be made payable to the Town of Medway .
2. If cost to hang and remove banner exceeds \$60, applicant will be invoiced for the balance, and must be paid within thirty (30) days of invoice date.
3. Banners must be dropped off at Town Hall between seven (7) and four (2) days prior to the scheduled display.
4. Banner will be displayed for six (6) to seven (7) days, unless circumstances, such as weather, scheduling changes or staff availability cause delays.
5. Banner must be in good condition, and may be rejected if in poor condition or deemed a safety hazard.
6. Banners must be picked up at Town Hall within seven (7) days of being notified it has been taken down. Banners not claimed within fourteen days (14) may be discarded.
7. Dates may be booked no later than one year in advance of booking.
8. Length of banner should be between twenty (20) and twenty-five (25) feet.
9. Minimum standards for banner: 19 oz. banner vinyl, webbed, hemmed, grommets, "D" rings, reinforced corners, and wind holes.
10. Banners will be displayed only at the approved location on Main Street (at Medway Plaza).
11. In the event of a Town Meeting or Election, the Town's banner will take precedence over an approved request.

I acknowledge that I have received a copy of the Banner Display Policy and agree to any and all conditions therein.

 Name Signature Date

BOS Approval: _____

Mail to: Town Administrator's Office, 155 Village St, Medway, MA 02053
 Email to: ta@townofmedway.org; Fax to: 508-321-4988

Approval – One-Day Liquor License – Medway Holiday Mish Mash – Thayer Homestead – Dec. 5, 2014

BACKGROUND:

AGENDA ITEM #7 -

Application submitted by Todd Elliott and Police Dept recommendation attached.

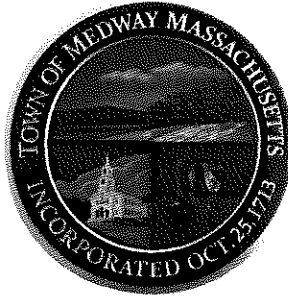
ADDITIONAL DETAILS:

PROPOSED MOTION:

I move that the Board approve a one-day liquor license for the Medway Holiday Mish Mash at the Thayer Homestead on December 5, 2014 with the condition that no on-street parking on Oak or Mechanic Streets be permitted.

Board of Selectmen

Dennis P. Crowley, Chair
John A. Foresto, Vice-Chair
Richard A. D'Innocenzo, Clerk
Glenn D. Trindade
Maryjane White



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol Wine and Malt

Event MEDWAY HOLIDAY MESH MASH

Name of Organization/Applicant TODD ELLIOTT & ANNA ELLIOTT

Address 5 SHAMROCK LN. MEDWAY MA 02053

SS# or FID# N/A

Phone _____ Fax () _____ Email _____

Non-Profit Organization Y N Fund Raiser
Attach non-profit certificate of exemption

Event Location THAYER HOUSE

Event Date FRIDAY DECEMBER 5TH 2014

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y N

Estimated attendance 100

Will there be an age restriction? Y N
Minimum age allowed: 21

How, where and by whom will ID's be checked? Special Occassion Servers

Is there a charge for the beverages? Y N
Price structure:

Beer "X" Wine "X" Mixed Drinks "X"

Alcohol server(s)
Attach Proof of Alcohol Server Training

Special Occassion Servers

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y N

Experience Done these types of events before for Holidays & gatherings
Always use Special Occassion Servers

The following may be required:
Police Dept. - Detail; Fire Dept. - Detail; Board of Health - Food Permit; Building Dept. - Tent Permit

Date of Application 11-3-14

Applicant's Signature Anna Elliott + [Signature]

Applicant's Name TOM ELLIOTT + Anna Elliott

Address 5 Shamrock Ln Medway MA 02055

Phone _____ Fax _____ Email _____

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

Board of Health _____
Town Hall, 2nd Fl _____ Date _____

Building Department _____
Town Hall, 1st Fl _____ Date _____



Medway Police Department

315 Village Street
Medway, MA 02053

Phone: 508-533-3212
FAX: 508-533-3216
Emergency: 911

Allen M. Tingley
Chief of Police

November 5, 2014

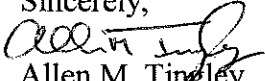
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Mish Mash Holiday Fundraising Event

I have reviewed the request from Todd and Ann Elliott, for a one day liquor license for a fundraising event, to be held at the Thayer House, 2B Oak Street, on December 5 2014, starting at 7PM and ending by 11:00PM. I approve of the issuance of this one day liquor license with the stipulation that there will be no on-street parking on Oak Street and Mechanic Street during the event.

Sincerely,


Allen M. Tingley
Chief of Police

Action Items from Previous Meeting

BACKGROUND:
AGENDA ITEM #8 -

Action item list attached.

ADDITIONAL DETAILS:

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/M. Boynton	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.); Mtg of Cable Advisory Com	BOS	Verizon to initiate in early 2015; Com to meet in fall 2014
5	2/24/2014	Report on unaccounted for water	T.Holder	Ongoing
6	7/22/2014	Net-metering Agreement	J.Foresto	Ongoing
7	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
8	7/28/2014	Zoning Bylaw recodification	SAC/Judi Barrett	2015 Town Meeting
9	7/28/2014	DPS Facility Study	G. Trindade	Ongoing
10	8/11/2014	McGovern School windows project (final design)	School Dept.	March or April 2015
11	8/11/2014	Discussion with CRPCD Reps	BOS	October 2014
12	8/11/2014	Banner Display Policy - Zoning Bylaw Amendment	TA's Office	Fall 2014
13	8/11/2014	Consideration of Local Meals Tax	BOS	2015

Approval of Warrants

BACKGROUND:
AGENDA ITEM #9 -

ADDITIONAL DETAILS:

Approval of Minutes

**BACKGROUND:
AGENDA ITEM #10 -**

Draft 10/21/14 and 11/10/14 minutes attached.

ADDITIONAL DETAILS:

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MEDWAY BOARD OF SELECTMEN
155 VILLAGE STREET • MEDWAY, MASSACHUSETTS 02053
(508) 533-3264 • FAX: (508) 533-3281

*Dennis Crowley, Chairman
John Foresto, Vice Chairman
Richard D'Innocenzo, Clerk
Glenn Trindade, Member
Mary Jane White, Member*

Board of Selectmen's Meeting Minutes

October 21, 2014 at 7:00 p.m.

Presentation Room, Middle School

45 Holliston Street

Present: Chairman Dennis Crowley; Selectmen John Foresto, Rick D'Innocenzo, Maryjane White, and Glenn Trindade; and Town Administrator Michael Boynton.

At 7:01 p.m., Chairman Crowley called the meeting to order and led in the Pledge of Allegiance.

Authorization of Chairman to Execute Contract for Council on Aging Nursing Services:

The Director of the Council on Aging Missy Dziczek said the contract is for \$7,000 and will allow the Town to keep Linda Hastings on staff for 5 hours per week. Ms. Hastings has been in this position for several years. This position has been funded through a grant for the last four years. Ms. Dziczek said Ms. Hastings is very knowledgeable and they are very happy with the collaboration. Some of Ms. Hastings duties include leading classes, doing occasional home visits, and performing blood pressure and blood sugar checks.

Selectman Trindade moved that the Board authorize the Chairman to execute the contract for the Council on Aging Nursing Services as presented; Selectman White second; Resident Jonathan Minnaert of Summer Hill Road asked why these services were not provided by the Visiting Nurses Association (VNA). Ms. Dziczek said the Board of Health has a contract with the VNA but the services provided under this contract are not provided by the VNA. Ms. Hastings provides most of the services at the Senior Center although she is available for the occasional home visit; All ayes 5-0-0.

Public Comments:

Chairman Crowley acknowledged that some residents were in attendance to discuss their concerns about the new turf fields and the use of crumb rubber fill. Chairman Crowley invited residents to speak but reminded everyone that it is not a Public Hearing and the Board has regular business that they need to attend to as well. He also emphasized that Board members are always available to discuss residents' concerns and all of the Board of Selectmen's meetings are open to the public.

Steven Lee of Lovering Street said the concern is the use of crumb rubber fill and not the project in general. He said he would like the project stopped so that alternatives can be explored. He agreed that there is no conclusive evidence to show that crumb rubber fill

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1 causes cancer. Mr. Lee said that Hanlon Field is almost complete but he thinks the Town
2 should look at the alternatives for the other two turf fields that are not complete.

3
4 Alan White of Skyline Drive spoke as a concerned parent. He said he was initially
5 excited for the project but became worried after seeing the NBC News report and doing
6 some research. Mr. White said several factors should be considered, including the age of
7 the children playing on the fields and how temperature may affect the product. He said it
8 is possible that additional chemicals may be released on hot days. Also, the fill may
9 degrade over time releasing carcinogens. Mr. White would like the safety concerns
10 addressed before moving forward.

11
12 Andrea Kerr of Waterview Drive reiterated that the CDC has not made any conclusive
13 findings but said it is odd that they have declined to comment on the subject. She said
14 the NBC News report is continuing and wanted to know what will be done to remediate
15 the situation if a link between crumb rubber fill and cancer is discovered.

16
17 Kirk Souza of Juniper Drive said he supports using an alternative fill even at a higher
18 cost. He would also support replacing the crumb rubber fill at Hanlon Field. He said it is
19 not likely that there would be answers to their questions soon and it is possible that
20 people may not want to use the fields if crumb fill gets enough negative press.

21
22 Tracy Stewart of Lovering Street said she recently learned of a cork product that is 100%
23 natural and can be used as a fill. Ms. Stewart said she believes people are just beginning
24 to hear about this issue. She said she would like residents to have an opportunity to speak
25 with Gale Associates. Ms. Stewart said she would like the Board of Selectmen to find a
26 safe alternative.

27
28 Jonathan Minnaert of Summer Hill Road said he thinks it is important for the Town to
29 consider an alternative fill from a legal standpoint. He said there could be lawsuits in the
30 future if a link is found. Town Administrator Michael Boynton said the Town has some
31 protection, including the Tort Claims Act and their contracts with Gale Associates and
32 RAD Sports. The Town hired both firms to provide expertise. In addition, he thinks it
33 would be very difficult to find that Medway did not use due diligence.

34
35 Medway resident and High School Athletic Director Rob Pearl said crumb fill has been
36 used since the mid 1970's on fields and playgrounds and the abovementioned study is
37 inconclusive. He said cork requires moisture, which can create potential mold issues, and
38 none of the other alternatives has been tested. He said using fertilizer on grass fields is a
39 big concern especially considering the fields' proximity to wetlands.

40
41 DPS Director Tom Holder provided an update on the progress of the fields. He said
42 Hanlon Field is complete and the crumb rubber fill is installed. He said they anticipate
43 that the entire project, including the parking lot and trails, will be complete by
44 Thanksgiving. Mr. Holder said that synthetic turf fields can be used during the winter
45 months but they will not be prepared to use these fields this winter. Athletic Director
46 Rob Pearl said some groups have already expressed an interest in using the fields during
47 the winter months for tournaments. The plan is to start using the fields in March 2015.

1
2 Selectman D’Innocenzo said that alternative materials are a good idea but there isn’t a lot
3 of research on those products or their possible toxicity. He said crumb rubber has been
4 around since the 1970’s and used on fields since the 1990’s. He said the concern is using
5 an alternative fill that has not been researched and could cause injury. Selectman
6 D’Innocenzo thanked resident Alan White for forwarding studies and research. Mr.
7 Minnaert said it is important not to consider something safe just because it has been
8 around for decades.

9
10 Selectman Trindade said this was not a callous decision and a committee worked for two
11 years on this project. The goal was to create a quality and safe surface for the children of
12 Medway to play on. He said one of the most important considerations was cushion. He
13 said the committee looked at all of the research carefully and went with the best option.
14 He assured residents that if a link between crumb rubber and cancer was found the Town
15 would change the fields immediately. He noted that there are 11,000 turf fields in the
16 U.S. He said grass fields have their own issues because they require the use of pesticides
17 and fertilizers. Selectman Trindade said he believes the fields are safe and the right
18 option. He reiterated that no testing has been performed on the alternative fill options.
19 Selectman D’Innocenzo added that the existing grass fields will still be used so children
20 will not play solely on the turf fields. In addition, the children will play on turf fields
21 when they play in neighboring towns.

22
23 Ms. Stewart reported that the EPA has retracted turf safety assurances because Public
24 Employees for Environmental Responsibility (PEER) filed suit. She provided photos of
25 injuries that female professional soccer players have sustained from playing on turf. She
26 added that the fumes from the rubber may cause neurological damage as well and urged
27 the Board to delay putting down the crumb rubber. Selectmen Trindade said that the
28 Board reads all the material that is forwarded to it and takes the issue very seriously. He
29 said the article Ms. Stewart referred to was not about the danger of playing on turf but
30 about the injustice of men playing on grass and women playing on turf for the World
31 Cup.

32
33 Selectman White said she appreciates and respects the amount of work that has gone into
34 this project, but she has concerns. She said it is worrisome that there are no answers to
35 the questions that have been raised.

36
37 Discussion followed about delaying the project and using the winter months to further
38 explore alternatives. Chairman Crowley reiterated the fact that there is no proof that
39 there is a link between crumb rubber and cancer. In addition, a delay would impact the
40 Town’s financial obligations. Selectman Trindade added that the committee and Board
41 looked at all of the information and made the best choice.

42
43 Ms. Stewart asked if this topic could be discussed further at a future Board of
44 Selectmen’s meeting. Chairman Crowley said the Board has a limited amount of time
45 during meetings to deal with many issues but encouraged residents to set up informal
46 meetings to discuss this matter further.

1 Chairman Crowley thanked everyone for attending the meeting and participating in the
2 discussion.

3
4 **Approval of 2014 Fall Town Meeting Warrant Article Additions:**

5
6 **Article 17: (Utility Easement Grants: Route 109 Project)** – This article would allow
7 the Board of Selectmen to grant easements to the utility companies relative to the Route
8 109 project. Some of the utility poles will be located on Town property.

9
10 **Selectman Trindade moved that the Board add an article to the Fall Town Meeting**
11 **warrant to authorize utility easement grants associated with the Route 109 project;**
12 **Selectman White second; No discussion; All ayes 4-0-0. (Selectman D’Innocenzo was**
13 **not present for this vote.)**

14
15 **Article 21: (Amend Zoning Bylaw: Commercial District I) and Article 22: (Amend**
16 **Zoning Bylaw: Adult Retirement Community Planned Unit Development) - Town**
17 **Counsel recommended changes to the language of Article 21 and Article 22.**

18
19 **Selectman Trindade moved that the Board authorize language changes**
20 **recommended by Town Counsel to zoning bylaw Article 21 - Commercial District 1**
21 **- and Article 22 - Adult Retired Community Planned Unit Development - should the**
22 **Planning and Economic Development Board adopt these changes at its meeting on**
23 **October 21, 2014; Selectman White second; No discussion; All ayes 4-0-0 (Selectman**
24 **D’Innocenzo was not present for this vote).**

25
26 **Selectman Trindade moved that the Board recommend for approval Article 10 -**
27 **Prior Year Bills - and Article 17 - Route 109 Utility Easement Grants; Selectman**
28 **White second; No discussion; All ayes 5-0-0.**

29
30 **Article 1: (Fiscal Year 2015 Budget Appropriation)** – The Board initially approved
31 \$229,000 under this article to supplement the FY15 budget at their meeting several weeks
32 ago. Since that meeting there has been significant discussion about this article. As a
33 result, the Board made cuts to each line item and the total amount was reduced to
34 \$113,500. The Board also discussed the variety of funding options including the levy,
35 free cash, and the Finance Committee Reserve Account. In the end, the Board agreed to
36 use funds from the Operational Stabilization Account. The balance of this account is
37 \$196,000.

38
39 Money was set aside in this account several years ago in case the economy slowed and
40 salaries needed to be supplemented. Selectman Foresto said the Board always intended
41 to draw this account down to zero once it was not needed. Last year \$600,000 was
42 transferred from this account to a reserve account for the new DPS Facility.
43 Administrator Boynton said using these funds will not bring the total of the stabilization
44 funds below 10% of the operating budget, which will be important in April when they go
45 out to bond.

1 Frank Rossi and Chris Lagan, members of the Finance Committee, were in attendance
2 and agreed that the reduced amount was a good compromise. Chris Lagan asked if free
3 cash could be used to fund these items. The Board said the free cash is needed for road
4 work because Chapter 90 funds are being used for work related to the Route 109 project.

5
6 Administrator Boynton said his preference is to fund the items in total at \$229,000 but he
7 understands the Board's reluctance to raise the levy. The Board recognized that the items
8 they are funding are recurring items that will need to be added to the FY16 budget.
9 Everyone agreed that next year's budget will be tight. The Board asked that Article 1's
10 language be revised to show that the funds will be transferred from the Operational
11 Stabilization Account.

12
13 **Selectman Trindade moved that the Board approve the new language for Article 1**
14 **as read by the Town Administrator; Selectman D'Innocenzo second; No discussion;**
15 **All ayes 5-0-0.**

16
17 **Vote to Close Fall Town Meeting Warrant and Post:**

18 **Selectman Trindade moved that the Board close the 2014 Fall Town Meeting**
19 **Warrant; Selectman White second; No Discussion; All Ayes 5-0-0.**

20
21 The Board will be notified when the warrant is posted. Copies of the warrant will be
22 available at Town Hall, the Police Station, the Library, and on the Town's website. A
23 copy of the revised warrant will be sent to the Finance Committee for discussion at its
24 meeting Wednesday night.

25
26 **Authorization of Chairman to Approve Invoices Related to Middle School**
27 **Renovation Project and the Middle School Site Improvement Project:**

28 The Middle School Building Committee disbanded and voted to give the Board of
29 Selectmen control over the remaining funds and pay invoices related to the project.

30
31 **Selectmen Trindade moved that the Board authorize the Chairman to approve**
32 **invoices related to the Middle School Renovation Project and Site Improvement**
33 **Project; Selectman White second; No discussion; All ayes 5-0-0.**

34
35 **Approval – One-Day Alcohol License – William & Sue Shelley – Thayer Homestead**
36 **– October 25, 2014:**

37 **Selectman Foresto moved that the Board authorize the issuance of a one-day alcohol**
38 **license to the Shelleys for their October 25, 2014 event contingent upon submission**
39 **of appropriate liability coverage and the Police Department's recommendation and**
40 **to waive the \$50 fee; Selectman Trindade second; Chairman Crowley asked Allison**
41 **Potter to make sure the applicants know liability coverage is absolutely necessary.**
42 **Ms. Potter said she is working on this with the Shelleys; All Ayes 5-0-0.**

43
44 **Minutes:**

45 **Selectman Trindade moved that the Board approve the September 2, 2014 meeting**
46 **minutes as written; Selectman Foresto second; No discussion; All ayes 5-0-0.**

1 **Selectman Trindade moved that the Board approve the October 7, 2014 minutes as**
2 **amended; Selectman Foresto second; Chairman Crowley asked that the word**
3 **agreed be removed from the bullets on page 2. Only the amounts should be listed;**
4 **All ayes 5-0-0.**

5
6 **Action Items:**

- 7 • Selectman Foresto asked the Board to review the fee related to the one-day
8 alcohol license policy.
- 9 • Chairman Crowley said they are about to begin the leak detection process related
10 to unaccounted for water. He said there may be some private funding available
11 for this project. The Town will be examining the southwest corner of Medway.
- 12 • The Service Level Agreement with the schools needs to be finalized shortly after
13 the Fall Town Meeting and the Board needs to have an understanding of the
14 responsibilities prior to the meeting.

15
16 **Town Administrator Report:**

- 17 • The Community & Economic Development Director position has been filled.
- 18 • Today there was a retirement celebration for John Emidy. Administrator Boynton
19 thanked Mr. Emidy for his hard work. He reported that the new Building
20 Commissioner begins on October 27. He also thanked all of the department heads
21 for their help during his transition this summer.
- 22 • A Red Cross Shelter Training will be held on October 28, 2014 at the Thayer
23 Homestead.
- 24 • The Board of Health is holding a flu shot clinic on Monday, October 27, 2014 at
25 the Senior Center from 3:00-5:00 p.m. The vaccination is free.

26
27 **Selectmen Reports:**

- 28 • Chairman Crowley spoke with Senator Spilka this morning. She said there are
29 funds available to Medway for Open Space projects. Administrator Boynton will
30 follow-up with Senator Spilka's office for more information, including when
31 Medway needs to submit a letter of interest. The Board will discuss this further at
32 its next meeting.
- 33 • The Board needs to adopt its budget policy in November.
- 34 • Chairman Crowley said he was happy with how the discussion on the turf fields
35 went tonight. He said it is important for the Board to listen to all residents'
36 concerns whether they agree with them or not. He thanked Selectman
37 D'Innocenzo and Selectman Trindade for their work on this project.

38
39 **At 8:58 p.m., Selectman Trindade moved to adjourn; Selectman White second; No**
40 **discussion; All ayes 5-0-0.**

41
42
43 Respectfully submitted,
44 Michelle Reed

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MEDWAY BOARD OF SELECTMEN
155 VILLAGE STREET • MEDWAY, MASSACHUSETTS 02053
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*Dennis Crowley, Chairman
John Foresto, Vice Chairman
Richard D'Innocenzo, Clerk
Glenn Trindade, Member
Maryjane White, Member*

Board of Selectmen's Meeting Minutes

November 10, 2014 at 6:15 p.m.

Room 111, Medway High School

88 Summer Street

Present: Chairman Dennis Crowley; Selectmen John Foresto, Rick D'Innocenzo (6:28 p.m.), Maryjane White, and Glenn Trindade.

At 6:25 p.m., Chairman Crowley called the meeting to order and led in the Pledge of Allegiance.

Public Comments:

There was none.

Discussion – 2014 Fall Town Meeting Warrant Articles 1 (Reserve Transfer) and 11 (Amphitheater):

The Board referred to its copy of the Fall Town Meeting warrant.

There was no discussion on Article 1.

The Board was informed that Article 11 was likely be postponed until the 2015 Annual Town Meeting due to the fact it was not written as intended by the Open Space Committee. The Community Preservation Committee was meeting ahead of Town Meeting to make a decision about this article.

Mr. Trindade moved, seconded by Mr. Foresto, to support the recommendation of the Community Preservation Committee. It was unanimously voted: 5-0-0.

Discussion – State of the Town Presentation:

The Board referred to its copy of the PowerPoint presentation.

There was no discussion about this topic.

Donation Acceptance – Exelon Corp. - \$40,000:

The Board referred to a copy of the \$40,000 check from Exelon Generation.

Mr. Trindade moved, seconded by Mr. Foresto, to accept the Exelon donation of \$40,000 and to authorize the Town Administrator to expend the funds for water leak investigation. It was unanimously voted: 5-0-0.

1 **Approval of Warrants:**

2 Dr. D’Innocenzo read the warrant dated 15-20:

3	Town Bills	\$603,035.05
4	Town Payroll	<u>1,258.24</u>
5	Total	\$604,293.29

6
7 **Mr. Trindade moved that the Board approve the warrants as read; Mr. Foresto**
8 **seconded; it was unanimously voted: 5-0-0.**

9
10 **Letter of Support for Historical Society Grant Application:**

11 Mr. Foresto stated the Historical Society has requested a letter of support from the Board
12 for a grant application it will be submitting this month. He has a prepared letter he would
13 like the Board to sign this evening.

14
15 **Mr. Trindade moved that the Board sign the letter; Ms. White seconded; it was**
16 **unanimously voted: 5-0-0.**

17
18 **At 6:33 p.m., Mr. Trindade moved to adjourn; Mr. Foresto seconded: it was**
19 **unanimously voted: 5-0-0.**

Town Administrator's Report

BACKGROUND:
AGENDA ITEM #11 -

ADDITIONAL DETAILS:

Selectmen's Reports

BACKGROUND:
AGENDA ITEM #12 -

ADDITIONAL DETAILS: