

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

Board of Selectmen's Meeting

April 22, 2014, 6:00 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

6:00 PM

Executive Session – Exemption 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares [Woodside Condominiums] and Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiation position of the public body [American Legion, Mayer Property]

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

Other Business [Immediately following close of Executive Session]

1. **7:00PM** - Public Hearing on Wine & Malt License Transfer – JANL Corp. d/b/a/The Little Store - Vivaan, LLC d/b/a One Stop Convenience; Vote on Alcohol License Transfer
2. Presentation – Novus Agenda – Integrated Meeting and Agenda Management Software
3. Authorization of Chairman to Execute Contract for Sewer Jet Cleaning and Sewer Camera Inspections – Clogbusters Underground Technology, Inc. - \$10,000
4. Authorization of the Chairman to Execute Contract for Pavement Milling – Garrity Asphalt Reclaiming, Inc. - \$30,000
5. Authorization of the Chairman to Execute Contract for Solid Waste and Recycling Collection – Waste Management - \$600,000
6. Discussion – Legislative Earmark – Vietnam Moving Wall
7. Re-opening and Closing of May 12 Special Town Meeting Warrant – Land Acquisition– Article 13
8. Action Items from Previous Meetings

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

9. Approval of Minutes
10. Approval of Warrants
11. Town Administrator's Report
12. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

May 5, 2014 ---- Regular Meeting

May 12, 2014 ---- Special and Annual Town Meetings

May 19, 2014-----Regular Meeting

The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

AGENDA

ITEM #1

**(7:00PM) Public Hearing –
Transfer of Wine & Malt License
from JANL Corporation d/b/a
The Little Store to
Vivaan, LLC. d/b/a
One Stop Convenience;
Vote on Alcohol License**

Associated back up materials attached.

- ABCC application

Proposed Motions:

1. I move that the Board open the public hearing on the proposed wine & malt alcohol license transfer from JANL Corporation d/b/a The Little Store to Vivaan, LLC d/b/a One Stop Convenience, to be located at 76 Holliston St.
2. I move that the Board close the public hearing.
3. I move that the Board approve the transfer of the wine & malt alcohol license JANL Corporation d/b/a The Little Store to Vavaan, LLC.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)**

068400009

ABCC License Number

Medway

City/Town

The licensee A. JANL Corporation d/b/a The Little Store and the proposed transferee B. VIVAAN LLC respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Stephen T. Lawton	President, Treasurer,	68 Holliston Street, Medway, MA 02053	100%
Stephen T. Lawton	Secretary, Director	68 Holliston Street, Medway, MA 02053	100%

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
*Hardik B. Patel	Manager	490 Washington Street, Norwood, MA 02062	100%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: S. Hart

(If a Corporation/LLC, by its authorized representative)

SIGNATURE OF PROPOSED TRANSFEREE: J. Patel

Date Signed 03/31/2014

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) : C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: City/Town: State: Zip:

F. Business Phone: G. Cell Phone:

H. Email: I. Website:

J. Mailing address (if different from E.): City/Town: State: Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- §12 Restaurant
- §12 Hotel
- §12 Club
- §12 Veterans Club
- §12 General On-Premises
- §12 Tavern (No Sundays)
- §15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages
- Wine & Malt Beverages Only
- Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual
- Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Henry S. Levin, Esq.
ADDRESS: Levin and Levin, LLP, 875 Southern Artery
CITY/TOWN: Quincy STATE: MA ZIP CODE: 02169
CONTACT PHONE NUMBER: 617-471-5700 FAX NUMBER: 617-770-9031
EMAIL: h.levin@levinandlevin.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

The building is currently broken up into three separate areas by partition walls. Those partition walls will be removed making it one large area of approximately 72x30 (2600 square feet of floor space). There will be two new walk-in coolers and shelving for merchandise and additional counter space.

Total Square Footage: 2160 Number of Entrances: 3 Number of Exits: 3
Occupancy Number: N/A Seating Capacity: N/A

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): LLC Other:

Name: White Pearl LLC Phone: 732-429-7867

Address: 76 Holliston Street City/Town: Medway State: MA Zip: 02053

Initial Lease Term: Beginning Date 05/01/2014 Ending Date 4/30/2024

Renewal Term: 10 years Options/Extensions at: 2-5 years each Years Each

Rent: \$48,000.00 Per Year Rent: \$4,000.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes No

IMPORTANT ATTACHMENTS (4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): Other :

If the applicant is a Corporation or LLC, complete the following: Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

- A. All individuals or entities listed below are required to complete a Personal Information Form.
- B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Hardik B. Patel	Manager		100% membership interest

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No


APPLICANT'S STATEMENT

I, Hardik B. Patel the sole proprietor; partner; corporate principal; LLC/LLP member
of VIVAAN LLC, hereby submit this application for transfer of license (hereinafter the

"Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 03/31/2014

Title: Manager



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a **Personal Information Form**, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

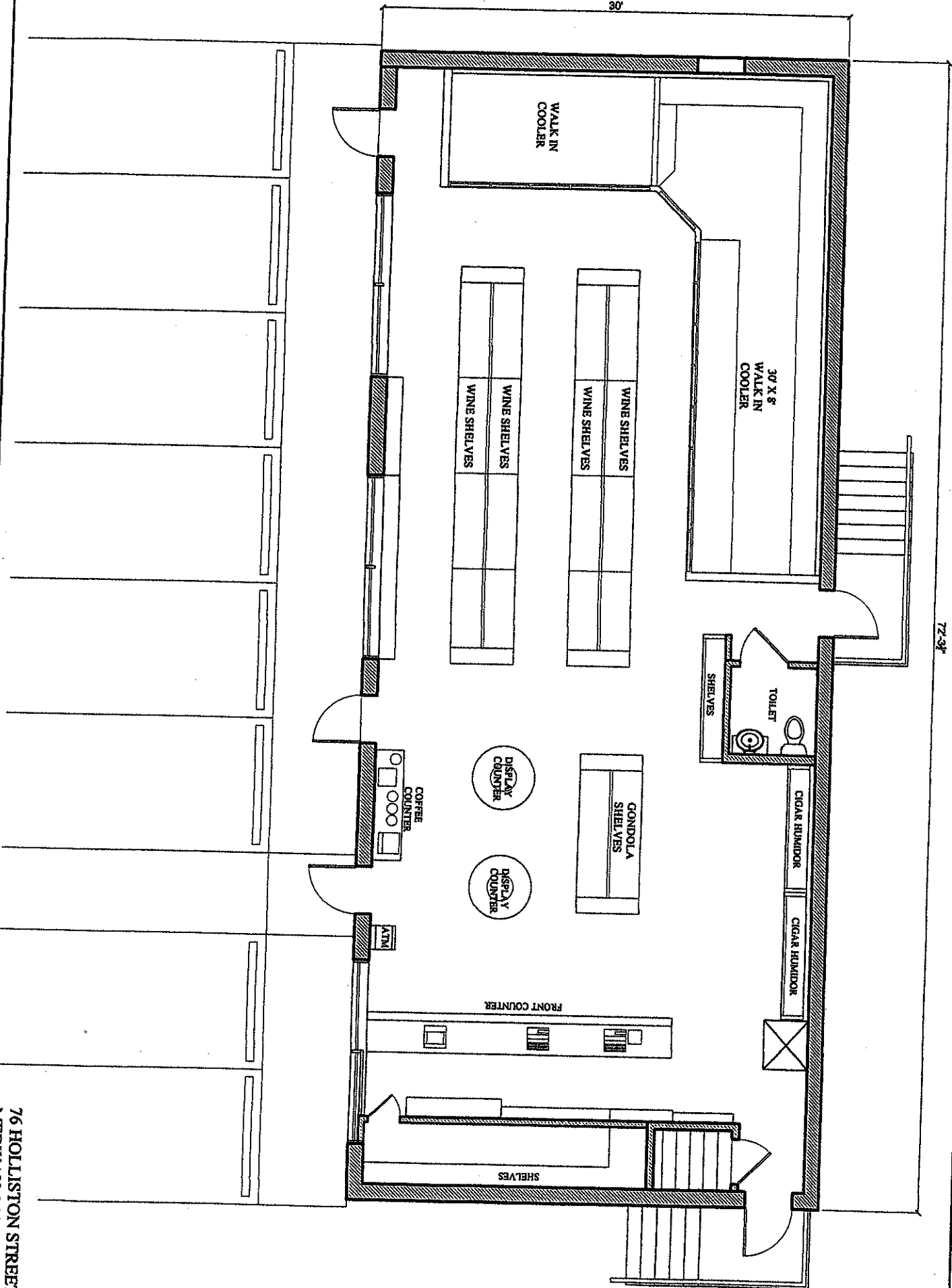
Please See Attached sheet of Employment History.

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature: Date:

30'

72'-9"



76 HOLLISTON STREET
MEDWAY, MA 02053

MASSACHUSETTS DEPT. OF REVENUE
PO BOX 7066
BOSTON, MA 02204



AMY A. PITTER, COMMISSIONER
ROBERT P. O'NEILL, BUREAU CHIEF



VIVAAN LLC
76 HOLLISTON ST
MEDWAY MA 02053-1427

243C

Notice 80619
T/P ID [REDACTED]
Date 03/04/14
Bureau CERTIFICATE

OP

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, sales and use tax on Boats/RV, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

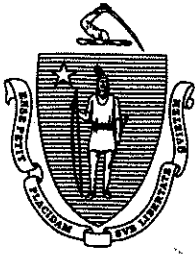
This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert O'Neill".

Robert O'Neill, Bureau Chief



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

March 6, 2014

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

VIVAAN LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 14, 2014.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **HARDIK B. PATEL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HARDIK B. PATEL**

In testimony of which,

I have hereunto affixed the

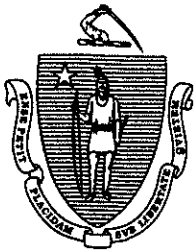
Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

March 10, 2014

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

WHITE PEARL LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 14, 2014.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **HARDIK B. PATEL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HARDIK B. PATEL**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



ie estate is being adminis-
red under formal procedure
the Personal Representative
der the Massachusetts
niform Probate Code without
pervision by the Court.
ventory and accounts are not
quired to be filed with the
ourt, but recipients are enti-
ed to notice regarding the
ministration from the
ersonal Representative and
in petition the Court in any
etter relating to the estate,
cluding distribution of assets
nd expenses of administra-
on.

ITNESS, Hon. John D Casey,
rst Justice of this Court.

ate: April 01, 2014

Patrick W McDermott
Register of Probate

DF#13100120
IDN 4/14/14

ZIMMERMAN ESTATE
LEGAL NOTICE
Commonwealth of
Massachusetts
The Trial Court
Probate and Family Court
Worcester Division
225 Main Street
Worcester, MA 01608
(508) 831-2000
Docket No. WO14P0913EA
**CITATION ON PETITION FOR
FORMAL ADJUDICATION**

state of: Victor E Zimmerman

ate of Death: 02/21/2014

o all interested persons:

Petition has been filed by: Eevi
Zimmerman of Milford MA
requesting that the Court enter a
ormal Decree and Order of testa-
y and for such other relief as
quested in the Petition. And also
requesting that: Eevi Zimmerman
f Milford MA be appointed as
ersonal Representative(s) of
aid estate to serve on the bond.

ou have the right to obtain a
opy of the Petition from the
stitioner or at the Court. You
ave a right to object to this
roceeding. To do so, you or
our attorney must file a written
ppearance and objection at
is Court before: 10:00 a.m. on
4/22/2014

his is NOT a hearing date, but
deadline by which you must
le a written appearance and

- 304-067-000
- 304-068-000
- 304-069-000
- 304-070-000
- 304-071-000
- 304-073-000

The foregoing Zoning By-law
amendment shall take effect in
accordance with the Franklin
Home Rule Charter and
Massachusetts General Law
Chapter 40A, Section 5.

The exact map of said amend-
ment may be reviewed in the
Department of Planning and
Community Development during
normal business hours (Monday,
Tuesday and Thursday - 8:00 AM
to 4:00 PM, Wednesday - 8:00
AM to 6:00 PM, and Friday - 8:00
AM to 1:00 P.M).

Please contact the Department of
Planning & Community
Development at 508-520-4907 if
you require further information or
if you need to make arrangements
to provide translation services for
the hearing impaired or for per-
sons with language barriers.

Anthony Padula, Chairman
Franklin Planning Board
Robert Vallee, Chairman
Franklin Town Council

AD#13100048
MDN 4/14, 4/21/14

To all persons interested in the
above-captioned estate, by
Petition of Petitioner **Rose Marie
Morganelli of Milford MA** a Will
has been admitted to informal
probate.

**Rose Marie Morganelli of
Milford MA** has been informally
appointed as the Personal
Representative of the estate to
serve without surety on the bond.

The estate is being administered
under informal procedure by the
Personal Representative under
the Massachusetts Uniform
Probate Code without supervision
by the Court. Inventory and
accounts are not required to be
filed with the Court, but interested
parties are entitled to notice
regarding the administration from
the Personal Representative and
can petition the Court in any mat-
ter relating to the estate, including
distribution of assets and expenses
of administration. Interested
parties are entitled to petition the
Court to institute formal proceed-
ings and to obtain orders termi-
nating or restricting the powers of
Personal Representatives
appointed under informal proce-
dure. A copy of the Petition and
Will, if any, can be obtained from
the Petitioner.

AD#13100084
MDN 4/14/14

**MEDWAY/TA/THE LITTLE
STORE**

**LEGAL NOTICE
TOWN OF MEDWAY
NOTICE OF PUBLIC HEARING
TRANSFER OF LIQUOR
LICENSE**

The Board of Selectmen will hold
a public hearing on Tuesday, April
22, 2014, at 7:00 PM in Sanford
Hall, Medway Town Hall, 155
Village Street, in accordance with
the provisions of Chapter 138 of
the Massachusetts General Laws,
on the application for a Liquor
License Transfer (Wine & Malt)
from JANL Corporation d/b/a The
Little Store to Vivaan LLC d/b/a
One Stop Convenience, Hardik
Patel, Manager, 76 Holliston
Street, Medway, MA. Anyone
wishing to be heard on this appli-
cation should appear at the hear-
ing.

Medway Board of Selectmen
Glenn Trindade, Chair

AD#13100831
MDN 4/14/14

To
Place
A
Legal
Ad
Call
Mary
(781)
433-7302

AGENDA ITEM #2

**Presentation –
Novus Agenda – Integrated Meeting and
Agenda Management Software**

Associated back up materials attached.

- NovusSolutions *NovusAGENDA – Meeting Management Solution* proposal materials

The logo features three curved, parallel lines on the left side, resembling a stylized 'N' or a swoosh, positioned to the left of the word 'NOVUSAGENDA'.

NOVUSAGENDA

Meeting Management Solution

Presented to: Medway Town

DATE: 3-17-14

Manufactured By:

The logo consists of a stylized swoosh above the word 'Novusolutions' in a bold, sans-serif font.

Novusolutions

10012 N. Dale Mabry Hwy

Suite 115

Tampa, FL 33618

Presented By:

Byron Gillin

bgillin@novusolutions.com

800-274-5624 x703



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EXECUTIVE SUMMARY

Government organizations today are being forced to do more with less in regard to their public meeting documents. States are enforcing Open Meeting Laws to accommodate the changing technical environment of your area. Your public demands information and transparency relevant to their family and business. Your board demands meeting materials be up to date and easy to research previously discussed issues in order to be better prepared for your upcoming public meetings. How can government organizations meet all of these demands with the limited funding you have available?

We recommend that integrated meeting and agenda management software be implemented across your organization! NovusAGENDA is an electronic solution designed to create, approve and track items for upcoming and past board meetings. Whether your organization is adding an agenda item, like the approval for a new employee benefit offering or the construction of a baseball field, NovusAGENDA will provide the controlled, well-organized systematic solution to truly make your organization paperless. With the NovusAGENDA foundation in place internally, your board members and public can now access the information they need on demand at any time from any device!

NovusAGENDA will reduce your internal staff labor of processing individual items and back up material by over 50% while eliminating all paper and copy costs your organization currently has budgeted for this part of your business. The savings does not stop there! If board members wish to go electronic, distribution and printing costs will also be eliminated as well as a reduction in research time bringing the full power of electronic data access to the fingertips of each board member. Tools for the board member include:

- Logging in through a secure username and password on any device (i.e., iPads, etc)!
- Viewing agendas and all materials well before the meeting
- Viewing specific items along with support material including Closed Session items
- Making secure personal private comments on any item for their own purposes
- Researching past Agenda, Minutes and Personal Private Comments.
- Real time analytics on spending patterns and goal tracking

The savings continue during your meeting as NovusAGENDA has all the tools to automate the creation of your minutes, track and record voting, motions, and much more, such as video streaming indexed for you and your public. NovusAGENDA's unique reporting module empowers your administrators with the data from your meetings to make data-driven decisions for the organization and track your progress along the way.

Novusolutions award winning staff brings over 13 years of experience working with hundreds of government NovusAGENDA clients across the country. Our support team will be an extension to your organization to offload all software management, training, and support, so you can focus on providing the public and board the transparency they demand. ***NovusAGENDA is the one comprehensive solution to make paperless meetings easy!***



INSTALLATION

Our Cloud Computing partner is Amazon Cloud based Web Services, <http://aws.amazon.com/>. They offer world class cloud computing solutions with full 24 X 7 backup and reliable infrastructure designed for today's complex computing challenges.

Amazon Hosting
NovusAGENDA Application runs on EC2 servers.
<http://aws.amazon.com/ec2/>

Backups are run daily and stored on Amazon S3
<http://aws.amazon.com/s3/>

This option allows you to outsource the hosting of the software to Novusolutions. This is by far the most popular option in today's environment.

Self Hosting is available if needed. Contact us for more information.

DEPLOYMENT SERVICES

Standard services are required for deployment and included in the pricing and support.

Included Standard Deployment Services	
Configured Item Details	This screen is configured to add fields to our standard from required by your organization.
Configured Public Agendas	The public agenda is configured to mimic your current layouts.
Configured Minutes Page Set	The page set includes draft and final minutes layout.
Custom Workflows	Workflows can be pre-configured allowing users to simply submit items to named workflows which are then built for them automatically.



Solution Overview	This session is with key staff including Board Clerk, IT staff assigned to support the software and key Board Clerk staff. The session involves a complete system overview and workflow building session. This session is delivered prior to any other training so key staff are very familiar with the solution and the workflows are correct prior to staff training.
PDF converter	Attachments and agenda packets are converted to one single PDF file.
Video Services	Do you already video record your meetings? If so, NovusAGENDA will offer you two meetings per month to be uploaded and streamed to the public off our servers <u>at no additional cost</u> . You take your existing video and simply upload it to our servers. Once it is converted, you can link clients to that video stream off your meeting. If you are looking for indexing or are starting from scratch and would like to record your meetings, please see our Video Service Considerations Section.

PILOT PROGRAM

Novusolutions has agreed to offer you a pilot program of NovusAGENDA to confirm the cost and efficiency savings. Novusolutions is confident that NovusAGENDA will exceed expectations, eliminate paper, and improve the business process of agenda creation and meeting management. There will be no cost for the 2 meeting cycle duration of this pilot.

Upon successful implementation of the pilot, you will then agree to continue using NovusAGENDA for the Pricing outlined below. However unlikely, if NovusAGENDA does not satisfy your needs, then no commitment is required and the service will be turned off.

The Approval Page of this document will need to be signed prior to beginning this agreement. This will allow Novusolutions to dedicate the resources to begin the project.



PRICING

All pricing includes an unlimited use license enabling support for as many meeting types as you need at no added license costs. There are no user licenses either. "Unlimited use" means unlimited use with NovusAGENDA no matter which installation option you choose.

NOVUSAGENDA SOFTWARE PRICING

Item	Pricing (Annually)
NovusAGENDA	\$4,950
NovusMEETING	Included
NovusBOARDVIEW	Included
NovusREPORTING	Included
Board and Committee management	Included
Video Integration	Included
Video Services	See Video Services Considerations
Laserfiche integration	Included. Contact us if integration required with other tools
Total Annual Cost	\$4,950
Option In Meeting Tools (Voting, etc.)	Additional \$600 annually



NOVUSAGENDA TRAINING PRICING

Standard training services are required for deployment.

Standard Remote Training Services	Description
Administrator Training	This is remote training to train one or two system administrators on managing user rights in NovusAGENDA. The cost is for the class not per student. This class is delivered remotely using web meeting technology managed by Novusolutions.
Board Clerk Training	Training including meeting management, agenda preparation, minutes and system oversight. Delivered remotely using web meeting.
User Training	Training includes creating items, copying old items to new meeting and item submission and approval process. Delivered remotely using web meeting.
Board Training	Training includes viewing agendas, minutes, and all documentation for upcoming meetings, making private notes, researching past meeting information and notes, and analyzing reports and meeting data.
Web Based Training	Web-based training videos for all staff to view on demand via Internet. Videos include: <ul style="list-style-type: none"> • User training • Board Clerk Training • Board Training
Total One Time Cost	Waived for the Town of Medway



OPTIONAL TRAINING SERVICES

Additional remote training – Included for new releases and refresher training. If retraining is needed due to turnover or other issues we also include a Web-Based Training Portal and regularly scheduled Client Webinars.

Optional Onsite training - \$2,450 per day includes travel, 2-day minimum.

PRICING SUMMARY FOR NOVUSAGENDA

Year 1 \$4,950 (Includes one-time Standard Remote Training Services).

- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.

Year 2 \$4,950 (Annual Maintenance and Support)

- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.)
- Please add \$600 for Laserfiche Integration maintenance if that is being utilized

Year 3 \$4,950 (Annual Maintenance and Support)

- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.)
- Please add \$600 for Laserfiche Integration maintenance if that is being utilized

There are NO long term contracts to sign with NovusAGENDA.

Payment Terms – Payment is due at the end of the successful pilot term.

VIDEO STREAMING SERVICES CONSIDERATIONS

The pricing above includes the option for clients to upload the existing video of their meetings to our servers and create a link to those videos on their agendas and minutes in NovusAGENDA (limit of 2 meetings a month). However, many clients require additional video services. NovusAGENDA provides state of the art video streaming technology and services completely hands-free! Contact us for pricing on hardware and the video streaming services that best fit your needs. These video services can be added at any time!

PROPOSAL TERMS AND CONDITIONS

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS LICENSE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE NOVUSAGENDA SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE TOTAL VALUE OF THE ANNUAL CONTRACT.

OWNERSHIP OF DATA



The client owns all data stored in their NovusAGENDA data base from the instant you touch the keyboard. In the event the client terminates service or NovusAGENDA ceases business operations the data will be sent to your organization along with database schema to make the data accessible. All data is stored in an MSSQL database and also can be accessible on demand anytime by using the included NovusAGENDA Reporting Module.

PRICE TERMS

The pricing in this proposal is set for three years. Even though there is no contract or commitment to sign with NovusAGENDA, we want our clients to have budget security on this project. If a price increase is needed for any reason, the client will be notified more than a budget year in advance of the increase and would be no more than the CPI (Consumer Price Index) for the period.

Services are billed annually. All invoices are due within 30 days of issue date.

OTHER TERMS

NovusAGENDA is offered with a free pilot program so additional performance bonds or other such instruments are not needed to insure successful delivery. No payments are required until clients complete the pilot cycle.

NovusAGENDA carries commercial general liability insurance of \$1,000,000 that should be more than enough to cover risk for this SaaS solution. The cost for any additional insurance or bonds required by a client will be passed onto the client.

In lieu of escrow accounts NovusAGENDA will agree to provide a full unlimited use licensed copy of the software to any client in the event NovusAGENDA ceases operations.

All data is backed up in our Amazon cloud daily and kept in redundant locations. If clients require copies of data backups these can be provided quarterly at an additional fee. Contact NovusAGENDA sales team for costs.

HOW DO I ORDER?

We require your signature on the approval page listed below. Once that has been signed and sent back to Novusolutions we will assign your project manager. If you choose to issue a purchase order you may attach it to these documents or send it in under separate cover.

You can email to sales@novusolutions.com or :

Mail to: Novusolutions, 10012 N Dale Mabry Hwy, Suite 115, Tampa, Florida 33618-4425

Fax to: 954-337-0761 Attn: Sales



APPROVAL PAGE

Medway Town hereby agrees to proceed with the project, initiating with the Pilot project described above and, following a successful Pilot cloud implementation, will move forward with NovusAGENDA. If the pilot is not successful, there is no cost or obligation.

In order to proceed with the Pilot implementation, this Authorization must be signed, which will initiate assignment of personnel to begin the Pilot project. After the successful pilot, please choose which option you will prefer to deploy (not binding as you can change your mind).

OPTIONAL COMPONENTS: Please check any options to be included.

- NovusAGENDA In Meeting Tools (Voting, request to speak, etc.)
- NovusAGENDA Video (Hardware may need to be purchased based on Package chosen)

The Pilot duration will be 60 days from beginning. The deployment, training, and consultation should typically take no more than 30 days. Your two meeting cycles as part of the pilot will typically be the following 30 days.

Signature _____ Date _____

Printed Signature _____

Purchase Order Number _____ (optional)

Invoice Address: _____

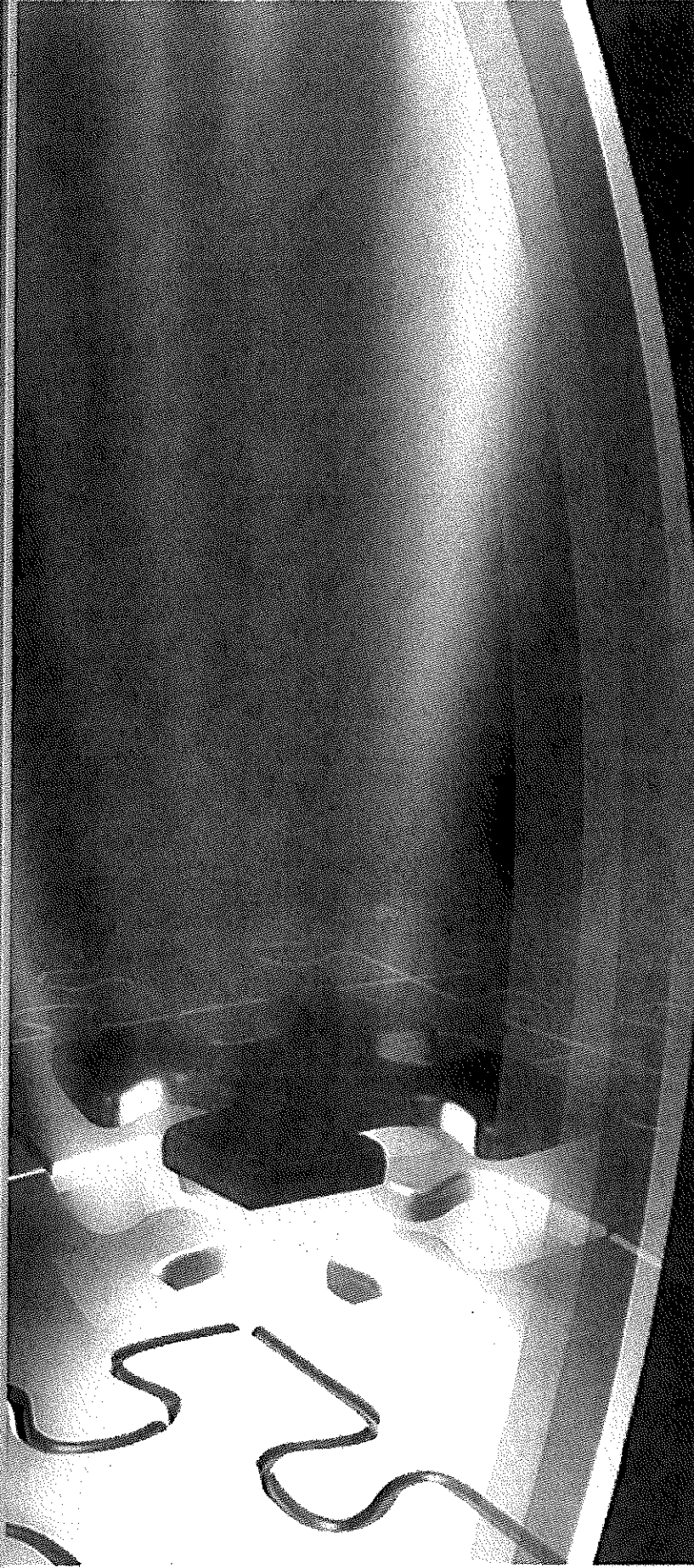
Accounts payable contact: _____

Phone _____

E-mail _____

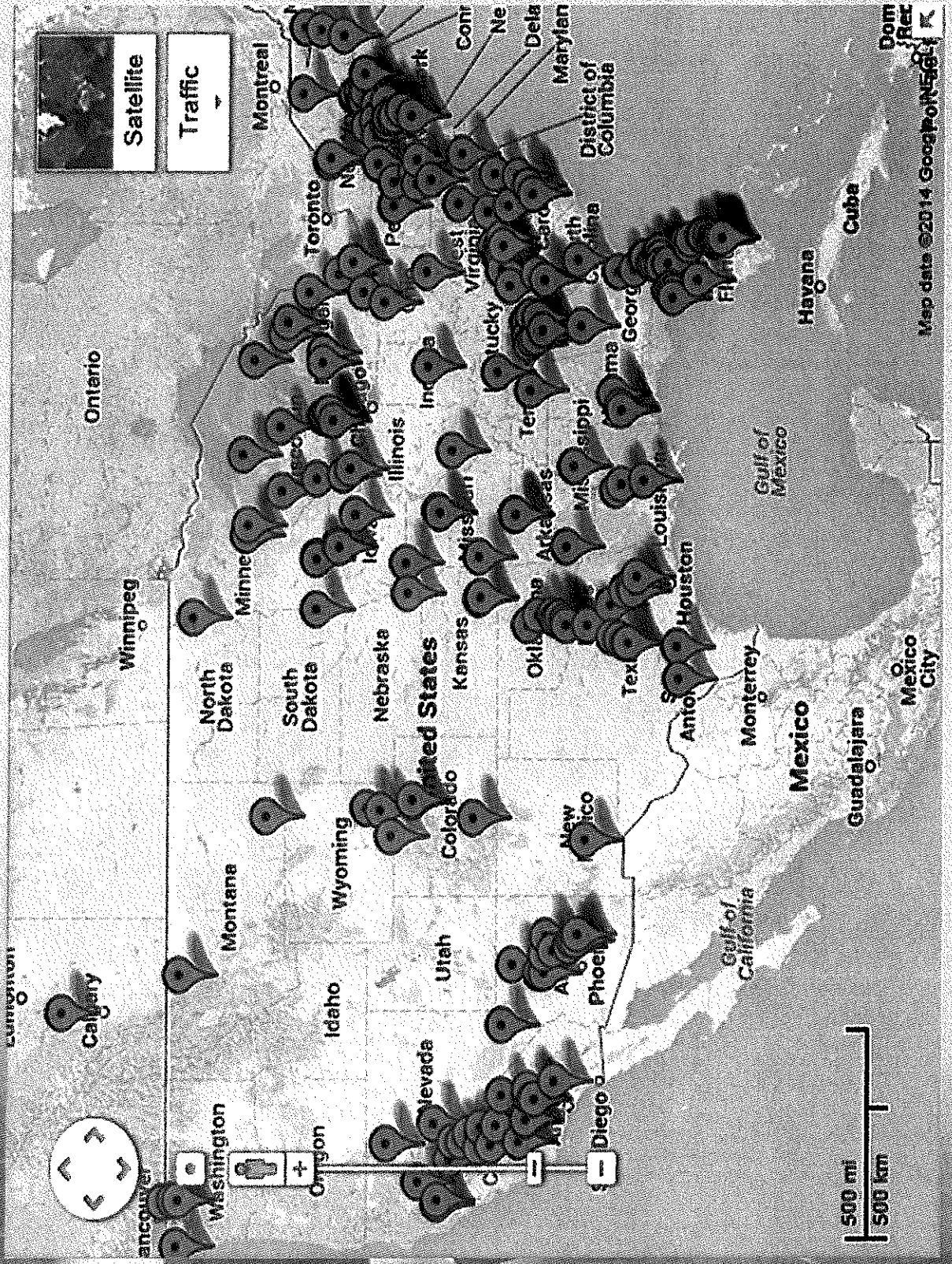


Town of **MEDWAY** *Massachusetts*
A Green Community



MOVISAGENDA

NovusAGENDA Family of Clients



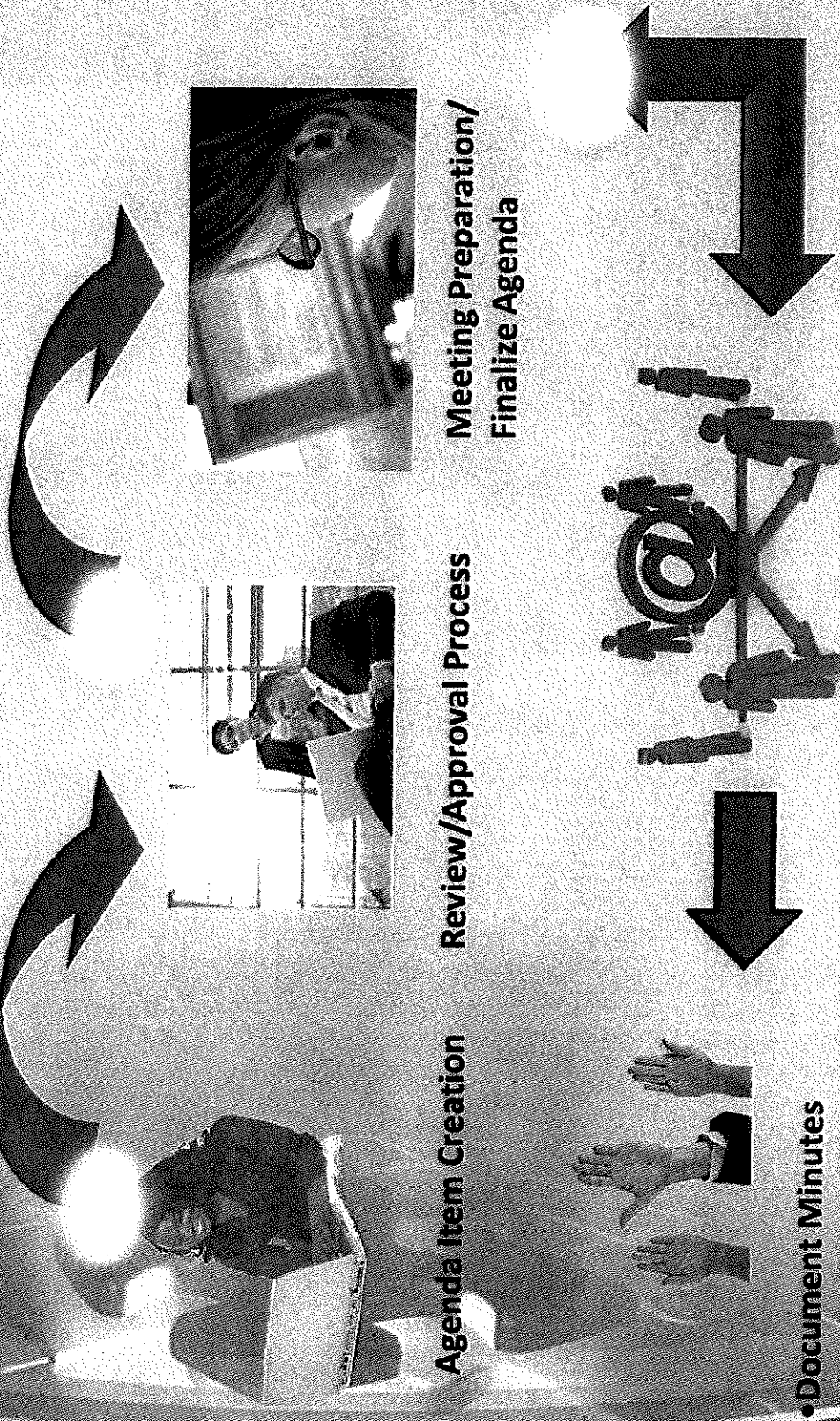
Goal for Today: To Educate

- ✓ Learn the challenges we face with agenda and meeting management today
- ✓ Discuss what makes NovusAGENDA unique
- ✓ Provide tools to educate our organization of the real costs

Challenges

- Too many copies
- Tracking items can be time consuming
- Clerk has to create agenda from varied documents
- Difficult to enforce deadlines and see pipeline of items
- Posting agenda items is always in a rush and takes up IT time
- Board members suffer from a barrage of papers
- High cost to distribute agenda and minutes
- No effective options for board, staff, or public to research past items

Agenda Creation Process Overview



Lets Take A Look!

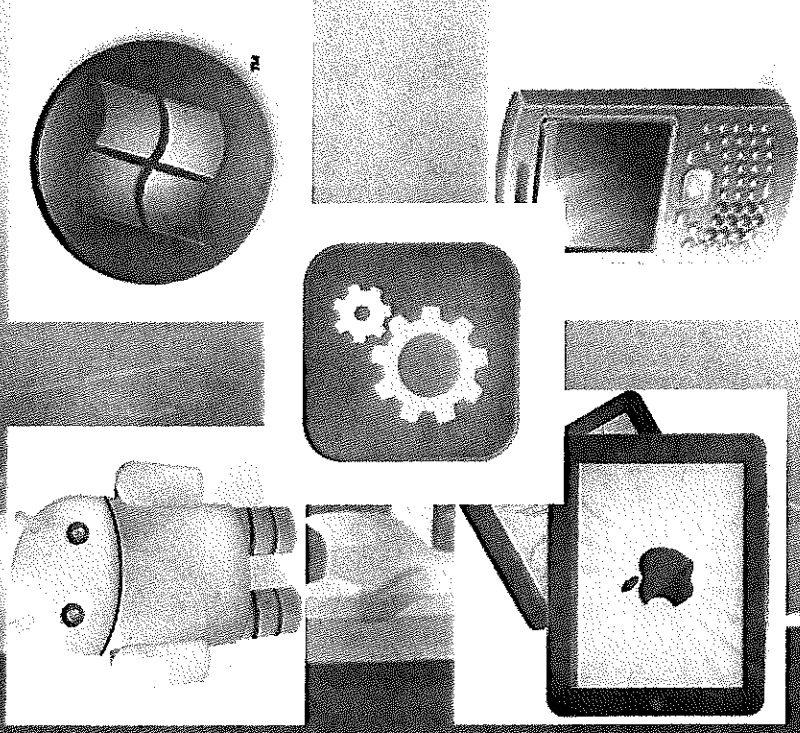
www.novusolutions.com/sales.aspx

Why NovusAGENDA? Flexibility

- Hosting options
 - We choose if we want to host it ourselves, with NovuSolutions or with an outside hosting vendor
- Flexible forms and workflows to match our current business process
- Reporting on YOUR meeting information
 - Electronic Board View offers a big impact on cost and ease of access to information
 - No more courier costs
 - Full research features
 - Accessible on any device!



Why NovusAGENDA? Real Data



- Leverage ANY Device
- Eliminate PDF Concerns:
 - http://www.emissourian.com/news/top_stories/article_2878d92b-08be-5e7b-b7d9-513350abd9c5.html
- Empower Administrators with real reporting!
- Instant response times to citizen data requests

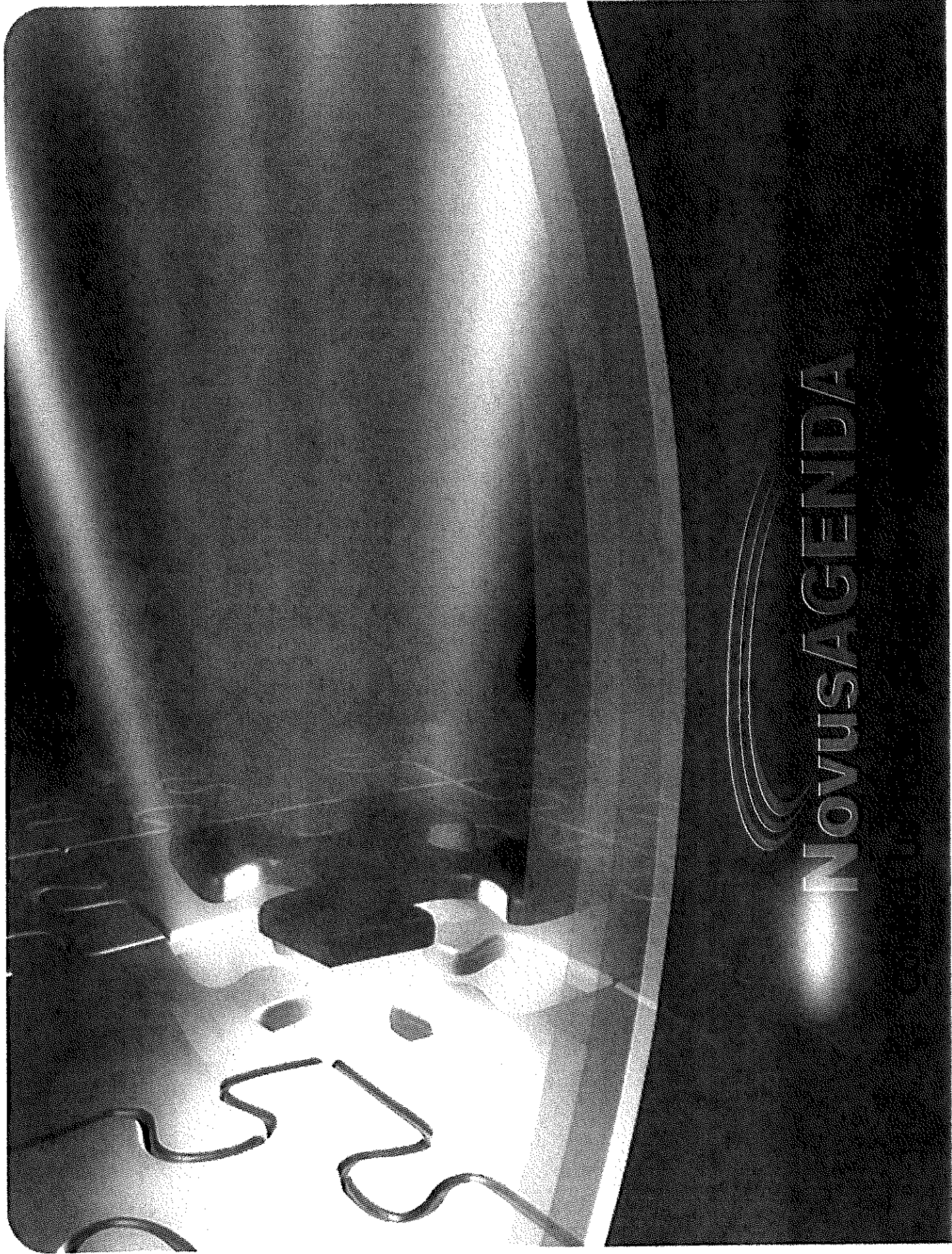
"It was very
easy to
learn."
--City
Manager

"I love
NovusAGENDA. I
am amazed by
how easy it is..."
--Board Member



"Something that
would have taken
hours to put
together now
takes just
minutes."
--City Clerk

"The idea is to
eventually convert to
a paperless office ..."
-- Department Head



NOVUS/AGENDA

AGENDA

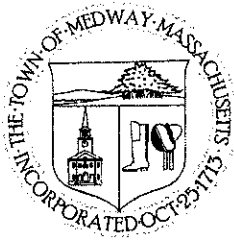
ITEM #3

Authorization of Chairman to Execute Contract for Sewer Jet Cleaning and Sewer Camera Inspections – Clogbusters Underground Technology, Inc. - \$10,000

Associated back up materials attached.

- Scope of work memo from Tom Holder, DPS Director, dated April 22, 2014
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Clogbusters Underground Technology, Inc. to perform sewer jet cleaning and sewer camera inspections in an amount not to exceed \$10,000.



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
From: Thomas Holder, Director | Department of Public Services
Date: April 22, 2014
RE: **Clogbuster Technology Inc. –Sewer Jet Cleaning and sewer inspections**

Please find attached three (3) copies of a contract for **Clogbuster Technology Inc. –Sewer Jet Cleaning and sewer inspections**

Contract provides for labor and material to preform **Sewer Jet Cleaning** on sewer and drain lines throughout Medway.

Total contract amount not to exceed \$10,000

Bid opening results based on Regular hours and O.T. hours

	Jet Cleaning - Reg Hours	Jet Cleaning O.T. Hours	Sewer Inspection Reg hours
Clogbuster	\$110.00	\$130.00	\$95.00
Truax	\$149.00	\$225.00	\$175.00
National Water	\$195.00	\$225.00	\$175.00

We greatly appreciate your consideration of this issue.

**AGREEMENT BETWEEN
TOWN AND CONTRACTOR**

THIS AGREEMENT for **Sewer Jet Cleaning and Sewer Camera Inspection Services** (hereinafter referred to as the "Services"), shall be effective as of the date it becomes fully executed by all parties hereto and between **Clogbusters Underground Technology, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at P.O. Box 662 Medway, MA 02053 (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Invitation for bids, bid specifications, request for proposals or purchase description
- 3) Contractor's bid or proposal dated February 6, 2014 for bid opening.
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This service agreement is effective as of the date of execution above and shall remain in effect until February 28, 2016.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$10,000.00 (Ten thousand and 00/100 dollars).

ARTICLE 5: PAYMENT

- (a) On a monthly basis, forty-five days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement. Only charges authorized by this agreement in keeping with the Contractors proposal shall be allowed.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to Contractor. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:

Tom Holder, DPS Director
Town Hall
155 Village Street
Medway, MA 02053

Contractor:

Herbert Bickerstaffe
General Manager
Clogbusters Underground Technology, Inc.
P.O. Box 662
Medway, MA 02053

ARTICLE 9. INSURANCE

- a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured**
- b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

- c) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 12: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. Gen. L. Ch. 149, Sec. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. L. Ch. 149, Sec. 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Contract.

ARTICLE 13: PERFORMANCE AND PAYMENT BONDS

- (a) Performance Bond Not required.
- (b) Payment Bond Not required.

ARTICLE 14: GUARANTEE OF WORK

- (a) If, upon completion of any work release, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
 - (1) Make goods and services conform to this Agreement;
 - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or

workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and

- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance there under are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G.L.c. 62C, Section 49A, CONTRACTOR certifies under the penalties of perjury that, to the best of the CONTRACTOR's knowledge and belief, the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 18: CORPORATE CONTRACTOR

The CONTRACTOR shall endorse upon this Agreement as part of Exhibit C, Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR: Clogbusters Underground Technology. TOWN OF MEDWAY
By its Board of Selectmen

By: Herbert Bickerstaffe

Title: General Manager

Corporate Seal:

Tom Holder 4-1-14
Thomas Holder – Director
Department of Public Service

Dated Signed: 3/26/14

Carol Rest
Town Accountant
Dated: 4/17/14

Approved As To Form
CRS
Town Counsel
Dated: 4/17/14

Funding Source:

Account: 68004402 - 5383

Exhibit B

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b),


I, Herbert Bickerstaffe G.M. authorized signatory
(Name and Title)

for Clogbusters UTI, whose principal
(Name of Contracting Party)

place of business is at 435 Wrentham St. Bellingham do hereby certify

under the pains and penalties of perjury that Clogbusters UTI
(Name of Contracting Party)

has complied with all the laws of the Commonwealth relating to taxes.


Social Security Number or Federal Identification Number

Herbert Bickerstaffe
Authorized Signature

Corporate Officer (if applicable)

3/26/14
Date

CERTIFICATE AS TO CORPORATE BIDDER

I Herbert Bickerstaffe

Certify that I am General Manager of the

Corporation named as Bidder in the within Bid Form that _____

Herbert Bickerstaffe who signed said Bid Form on behalf of the Bidder was then
General Manager of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

Herbert Bickerstaffe
(Signature)

General Manager
(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit D

CERTIFICATE OF AUTHORITY

(to be filed if Contractor is a Corporation)

I, Robert Bickerstaffe, hereby certify that I am the duly qualified and acting
(Secretary of the Corporation)

Secretary of Clogbusters UTI and I further certify that at
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 3/1/14,
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously passed:

VOTED:

To authorize and empower

Herbert Bickerstaffe

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: Robert Bussopp
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

CERTIFICATE OF NON-COLLUSION

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

Name of Business: Clogbusters UTI

Signature: Herbert Bickerstaffe

Name of Person signing Bid: Herbert Bickerstaffe



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2014

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

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

PRODUCER Gallahue Insurance Agency 95 Washington Street, Suite 588 Canton, MA 02021	CONTACT NAME: PHONE (A/C, No, Ext): 781-821-5446 E-MAIL ADDRESS: gallahue31@msn.com	FAX (A/C, No): 781-821-2134
	INSURER(S) AFFORDING COVERAGE	
INSURED Clogbusters Underground Technologies Inc. PO Box 662 Medway MA 02053	INSURER A: Pilgrim	
	INSURER B: Arbella	
	INSURER C: Nautilus	
	INSURER D: Liberty Mutual	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NN436616	03/28/2014	03/28/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			To Be Issued PGC00001017365	04/16/2014 09/21/2013	04/16/2015 09/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	000750708	3/31/2014	3/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000


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

This certificate is hereby issued as evidence of existing insurance coverage.

Town of Medway is listed as an "Additional Insured" with regard to Comm Auto and General Liability policies

A Pilgrim insurance commercial effective 9/21/2013 to 9/21/2014 - - 05 Dodge, 00 Int, 95 Chev, 06 Chev, 08 Land

B Arbella insurance commercial effective 4/16/2014 to 4/16/2015 - - 07 Sterling

CERTIFICATE HOLDER Town of Medway David Amico, DPW Director 155 Medway Street Medway, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

AGENDA

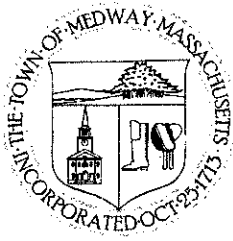
ITEM #4

Authorization of Chairman to Execute Contract for Pavement Milling – Garrity Asphalt Reclaiming, Inc. - \$30,000

Associated back up materials attached.

- Scope of work memo from Tom Holder, DPS Director, dated April 22, 2014
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Garrity Asphalt Reclaiming, Inc. to perform pavement milling in an amount not to exceed \$30,000.



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
From: Thomas Holder, Director | Department of Public Services
Date: April 22, 2014
RE: **Garrity Asphalt Reclaiming, Inc. – Pavement Milling**

Please find attached three (3) copies of a contract for **Garrity Asphalt Reclaiming, Inc. – Pavement Milling**

Contract provides for labor and material to **Pavement Milling** on streets to be paved. Total contract amount not to exceed \$30,000

Bid opening results based on Per Square Yard

Garrity	\$1.70
Costello	\$2.35
T.L. Edwards	\$2.90

We greatly appreciate your consideration of this issue.

**AGREEMENT BETWEEN
TOWN AND CONTRACTOR**

THIS AGREEMENT for **Pavement Milling** (hereinafter referred to as the "Services"), shall be effective as of the date it becomes fully executed by all parties hereto and between **Garrity Asphalt Reclaiming, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 22 Peters Road, Bloomfield, CT 06002 (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Invitation for bids, bid specifications, request for proposals or purchase description
- 3) Contractor's bid or proposal dated February 6, 2014 for bid opening.
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents to perform Pavement Milling. The CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This service agreement is effective as of the date of execution above and shall remain in effect until March 31, 2016.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$30,000.00 (thirty thousand and 00/100 dollars).

ARTICLE 5: PAYMENT

- (a) On a monthly basis, forty-five days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement. Only charges authorized by this agreement in keeping with the Contractors proposal shall be allowed.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to Contractor. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:
Tom Holder, DPS Director
Town Hall
155 Village Street
Medway, MA 02053

Contractor:
Garrity Asphalt Reclaiming, Inc.
William Garrity -President
22 Peters Street
Bloomfield CT 06002

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

- (c) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 12: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. Gen. L. Ch. 149, Sec. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. L. Ch. 149, Sec. 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Contract.

ARTICLE 13: PERFORMANCE AND PAYMENT BONDS

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price for payment of labor and materials used to carry out the Contract.

ARTICLE 14: GUARANTEE OF WORK

- (a) If, upon completion of any work release, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:

- (1) Make goods and services conform to this Agreement;
- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance there under are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G.L.c. 62C, Section 49A, CONTRACTOR certifies under the penalties of perjury that, to the best of the CONTRACTOR's knowledge and belief, the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 18: CORPORATE CONTRACTOR

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

ARTICLE 19: GENERAL LAWS

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

ARTICLE 20: SCHEDULING AND PENALTIES

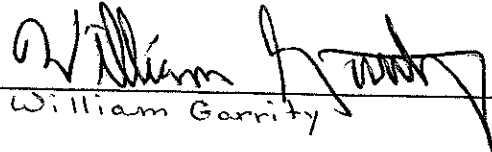
- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.
- (e) The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.


CONTRACTOR: Garrity Asphalt Reclaiming, Inc .

TOWN OF MEDWAY
By its Board of Selectmen


By: 
William Garrity

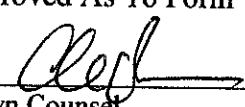
Title: President

Corporate Seal:

 4.8.14
Thomas Holder - Director
Department of Public Service

DATE: _____


Town Accountant
Dated: 4/16/14

Approved As To Form

Town Counsel
Dated: 4/9/14

Funding Source (multi-year contract):

Account:

00134222 - 5482

PERFORMANCE BOND

Bond No. 106061645

KNOW ALL MEN BY THESE PRESENTS that:

Garrity Asphalt Reclaiming, Inc., 22 Peters Road, Bloomfield, CT 06002
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Travelers Casualty and Surety Company of America
(Bonding Company)

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety, hereinafter call Surety, are held and firmly bound unto

Town of Medway as oblige, in the sum of

Thirty Thousand and 00/100 dollars
(Contract amount)

(\$ 30,000.00), for payment whereof Contractor and Surety bind themselves,
(Number)

their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated April 22, 2014, entered into a contract with the Town of Medway for Pavement Milling in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void, otherwise it shall remain in full force and effect. The surety hereby waives notice of any alteration of extension of time made by the Town of Medway and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by Town of Medway to be in default under the Contract, the Town of Medway having performed Town of Medway's obligations there under, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with it's terms and conditions, and upon determination by the Town of Medway the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Town of Medway and make available as work progress (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under his paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; by not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

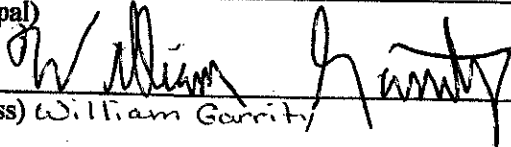
PERFORMANCE BOND

The term "'balance of the contract price", as used in this paragraph, shall mean the total amount payable by Town of Medway to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town of Medway to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town of Medway or successors of Town of Medway.

Signed and Sealed this 22nd day of April, 2014.

Garryity Asphalt Reclaiming, Inc.

(Principal)



(Seal)

(Witness) William Garity

President

(Title)

Barbara Wilson

(Witness)

Travelers Casualty and Surety Company of America
BONDING COMPANY

By:



(Attorney-in-fact) T. Deffley

PAYMENT BOND

Bond No. 106061645

KNOW ALL MEN BY THESE PRESENTS that:

Garrity Asphalt Reclaiming, Inc., 22 Peters Road, Bloomfield, CT 06002
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and
Travelers Casualty and Surety Company of America
(Bonding Company)

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety, hereinafter call Surety, are held and firmly bound unto

Town of Medway as oblige, in the sum of
Thirty Thousand and 00/100 dollars
(Contract amount)

(\$ 30,000.00), for payment whereof Contractor and Surety bind themselves,
(Number)

their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated April 22, 2014, entered into a contract with the Town of Medway for Pavement Milling in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor.

NOW THE CONDITION OF THIS OBLIGATION is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws (Ter. Ed.), Chapter 30, Section 39A as amended and Chapter 149, Section 29 as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

Signed and Sealed this 22nd day of April, 2014.

Garrity Asphalt Reclaiming, Inc.

(Principal) *William Garrity* (Seal)

(Witness) William Garrity

President
(Title)

Barbara Wilson
(Witness)

Travelers Casualty and Surety Company of America
BONDING COMPANY

By: *T. Deffley*
(Attorney-in-fact) T. Deffley



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225542

Certificate No. 005823114

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

T. Deffley, W. Krystopa, and Patrick D. Walsh

of the City of Hartford, State of Connecticut, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of March, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of March, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of the Garrity Asphalt Reclaiming, Inc. held on April 2, 2014

at which all the Directors were present or waived notice, it was VOTED That, William Garrity, President

of Garrity Asphalt Reclaiming, Inc. be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such President

of the company, shall be valid and binding upon this company.

I hereby certify that I am the Secretary of the Garrity Asphalt Reclaiming, Inc.

That William Garrity is the duly elected President Of said company, and that the above vote has not been amended or rescinded and is in full force and elect as of the date of this contract.

Date: April 2, 2014

A true copy,

ATTEST Barbara Wilson
Corporate Secretary
Garrity Asphalt Reclaiming, Inc.
22 Peters Road
Bloomfield CT 06002

Corporate Seal

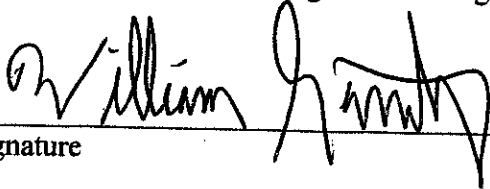
Exhibit C

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Garrity Asphalt Reclaiming, Inc. is in compliance with the

(name of contractor)

laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

William Garrity

Print Name

President

Title

Garrity Asphalt Reclaiming, Inc.

Company

Exhibit D

CERTIFICATE AS TO CORPORATE CONTRACTOR

I Barbara Wilson

Certify that I am Secretary of

the Corporation named as Contractor in the within Proposal Form that

William Garrity who signed said Proposal Form on behalf of the

Contractor was then President of said Corporation; that

I know his signature and that his signature hereto is genuine and that said Proposal Form was duly signed, sealed, and executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

Barbara Wilson
(Signature)

Corporate Secretary
(Title)

This Certificate must be completed where the Contractor is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit E

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, Barbara Wilson, hereby certify that I am the duly qualified and acting
(Secretary of the Corporation)

Secretary of Garity Asphalt Reclaiming, Inc. and I further certify that at
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on April 5, 2013,
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously passed:

VOTED:

To authorize and empower

William Garrity, President

Michael Garrity, Vice President

Steven Garrity, Vice President

Kevin Sheehan, Treasurer

Barbara Wilson, Secretary

Anyone acting singly, to execute Forms of General Proposal, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: Barbara Wilson
(Secretary of Corporation)

A True Copy:

Attest: [Signature]
(Notary Public)

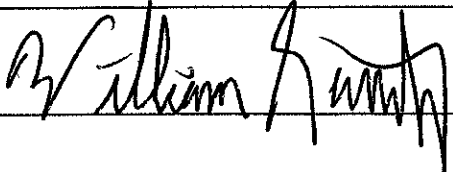
My Commission Expires: 9/30/14
(Date)

Exhibit F

CERTIFICATE OF NON-COLLUSION

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

Name of Business: Garrity Asphalt Reclaiming, Inc.

Signature: 

Name of Person signing Proposal: William Garrity



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2014

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

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

PRODUCER Kerr Agency, Inc. 736 Hopmeadow Street P.O.Box 516 Simsbury CT 06070		CONTACT NAME: Elaine Noury PHONE (A/C No. Ext): (860) 651-3325 FAX (A/C No.): (860) 760-6988 E-MAIL ADDRESS: enoury@kerrinsurance.com																						
INSURED Garrity Asphalt Reclaiming, Inc. and Bloomfield Transport & Sweeping, LLC 22 Peters Road Bloomfield CT 06002		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Ins. Co. of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C:</td> <td>Pacific Insurance Company</td> <td>10046</td> </tr> <tr> <td>INSURER D:</td> <td>Hartford Casualty Ins. Co.</td> <td>29424</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Twin City Fire Insurance Co.	29459	INSURER B:	Hartford Ins. Co. of the Midwest	37478	INSURER C:	Pacific Insurance Company	10046	INSURER D:	Hartford Casualty Ins. Co.	29424	INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER: *MASTER* 2014-15** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		02 UEN QT9416	4/01/2014	4/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
B	AUTOMOBILE LIABILITY		02 UEN QT9417	4/01/2014	4/01/2015	PRODUCTS - COM/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					Property Damage Deductible	\$ 3,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	02 RHU QT9419	4/01/2014	4/01/2015	PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				UM/UIIM	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					EACH OCCURRENCE	\$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		02 WE QT9418	4/01/2014	4/01/2015	AGGREGATE	\$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					
						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Additional Insured as per contract: Town of Medway

RE: Pavement Milling

CERTIFICATE HOLDER

CANCELLATION

Town of Medway
 155 Village Street
 Medway, MA 02053

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

AUTHORIZED REPRESENTATIVE

AGENDA

ITEM #5

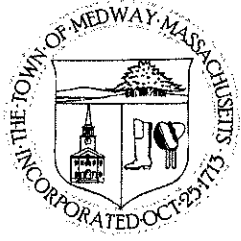
Authorization of Chairman to Execute Contract for Solid Waste and Recycling Collection – Waste Management - \$600,000*

Associated back up materials attached.

- Scope of work memo from Tom Holder, DPS Director, dated April 22, 2014
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute a contract with Waste Management to perform solid waste and recycling collection in an amount not to exceed \$600,000.

*Unit pricing contract estimate



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

From: Thomas Holder, Director | Department of Public Services

Date: April 22, 2014

RE: Waste Management Inc. – Curbside Solid Waste and Recycling Collection Services

Please find attached three (3) copies of a contract to provide Curbside Solid Waste and Recycling collection services for 3 year contract, commencing July 1, 2014.

Once a week curb side collection and Transportation of Solid waste and every other week curbside single stream recyclables.

Supply one – 96 gallon wheeled single stream recycling cart to each of the 4103 Participating households. As well as, Recycling Center containers and municipal buildings.

Unit pricing Contract is approximately total cost of \$600,000.

**AGREEMENT BETWEEN
TOWN OF MEDWAY AND WASTE MANAGEMENT OF MASSACHUSETTS, INC.**

THIS AGREEMENT for **Curbside Solid Waste and Recycling Collection Services**, (hereinafter referred to as the "Project"), shall be effective as of the date it becomes fully executed by all parties hereto for by and between Waste Management of Massachusetts, Inc a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 26 Patriot Place, Suite 300 Foxboro, MA, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S Scope of Services including Appendices A&B
- 3) CONTRACTOR'S Price sheets – EXHIBITS 1&2
- 4) Copies of all required bonds and certificates of insurance required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide Curbside Solid Waste and Recycling Collection as more fully described in the Statement of Work and Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

The Contractor shall commence work on July 1, 2014 and shall continue to provide services through June 30, 2017. The Town may, at its option, negotiate extensions to this Agreement for additional one-year periods beyond June 30, 2017. This Agreement is subject to annual appropriation by the Town as provided for by law. In the event the Town fails to approve funding, then in such event, the Town agrees the Contractor shall be reimbursed for its capital outlay for carts of \$217,651.00 on a prorated basis by multiplying \$6,045.86 times the number of months remaining in the initial term of the Three Year Agreement.

ARTICLE 4: COMPENSATION

On a monthly basis, forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, off an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR upon satisfactory completion of the work, forty-five days after receipt of an invoice. The TOWN shall pay the CONTRACTOR all amounts due under the Agreement.

With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or

supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

ARTICLE 5: Termination For Cause

In the case of any default on the part of the CONTRACTOR, with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 6: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:
Town Administrator
Town of Medway
155 Village Street
Medway, MA 02053

Contractor:

Name: Chris DeSantis
Title: President
Company: Waste Management of Massachusetts, Inc.
Address: Patriot Place – Suite 300
Foxboro, MA 02035

ARTICLE 7. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under

the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 8: PERFORMANCE BONDS

The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts, which is satisfactory to the TOWN in the amount equal to 25% of the Annual Contract price.

ARTICLE 9: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 10: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

ARTICLE 11: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 12: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political

subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 13: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 14: COMPLIANCE WITH MASSACHUSETTS TAX LAW

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 15: CORPORATE CONTRACTOR

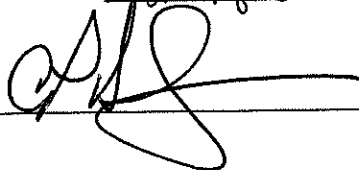
The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the TOWN unless and until the CONTRACTOR complies with this section.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

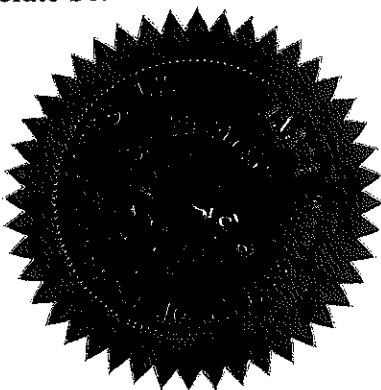
CONTRACTOR: Waste Mgt of Mass Inc

TOWN OF MEDWAY
By its Board of Selectmen

By: 

Title: VICE PRESIDENT

Corporate Seal:



Caree Peet

Town Accountant

Dated: 4/17/14

Funding Source:

Account: 62004312 5385/5386/5387/5388

Tom Holder 4.7.14

Thomas Holder | DPS Director

Approved As To Form

Peet 4/14/14

Town Counsel

Dated: _____

Scope of Services

A. The Contractor shall provide the Town, in accordance with the terms and conditions herein, for a term of three (3) years, commencing July 1, 2014, with once-per-week curbside collection and transportation of municipal solid waste (MSW) and the every-other-week curbside automated single stream collection and processing of recyclables. Municipal solid waste shall be transported to Wheelabrator Millbury and the Town shall be responsible for all tipping fees associated with the disposal of said MSW.

B. The Contractor shall supply and distribute 1- 96 gallon wheeled cart for the purposes of automated single stream recycling to each of the 4103 participating households. If after initial distribution a smaller cart is requested, Contractor will charge the Town a \$25.00 swap fee for each smaller cart requested. If an additional recycling cart is requested, Contractor shall charge the Town \$65.00 for each additional cart requested by the Town. Delivery of new carts and repairing damaged carts will take place once a week on a day agreed upon by the Town and the Contractor. Residents would be required to contact the Contractor phone number to advise us of any repair requests. Cart Replacement requests will be made by the Town only. The Residential Recycling carts will become property of the Town upon completion of the Three (3) year contract. The Contractor will provide normal routine maintenance of carts for the term of the contract. Contractor will not be responsible for the replacement of lost or stolen carts, or carts damaged as a result of citizen neglect. If a replacement cart is requested under these circumstances, Contractor will bill the Town \$65.00 per cart replaced. If during the term of the contract the Town wishes to have additional inventory on hand, upon written request of the Town, WM will provide a quotation for the additional carts, which shall not be more than 10% above WM cost to purchase additional said carts. The charge to the Town will be billed in equal monthly installments over the remaining term of the contract from the time the order for the additional carts is placed.

C. The curbside collection and transportation shall be from (i) all residential dwellings and (ii) from the municipal buildings and properties set forth in Appendix A attached hereto and made a part hereof.

D. The Contractor will not collect trash or recycling that has not been set out in compliance with local and state regulations. The Contractor agrees to assist the Town in its efforts to decrease trash tonnage and increase marketable recyclables.

E. The Town's Pay As You Throw program consists of large and small bags made available to residents at pre-determined retail outlets.

F. Contractor shall provide the Town with sufficient and adequate containers and wheeled carts to facilitate trash and single stream recycling collection from the municipal buildings and properties per Appendix A. Contractor will continue to own the containers and recycling wheeled carts and will maintain, repair or replace them when necessary. Further, Contractor will provide additional containers should trash or recycling volume at these sites exceed expectations. Contractor will negotiate with the Town a fair and reasonable additional monthly charge if the service levels exceed the levels listed indicated in Appendix A.

G. Contractor shall continue to provide two compactors with overflow containers currently in operation at the Recycling Center for the collection of bagged municipal solid waste, comingled recyclable materials and paper/cardboard. Rental and Haul prices for such containers are listed on attached Exhibit 2.

H. Contractor will have access to the Recycling Center for the purposes of swapping out full containers for empty containers.

I. Contractor agrees to handle all complaints and requests for information in a courteous and expeditious manner and agrees during regular business hours to provide the Town with the name(s) and telephone number(s) of its employee(s) to contact; provided, further, Contractor shall provide the Town, on a daily basis, with copies of the Contractor's daily complaint and/or driver call-in logs and/or tag lists. Contractor will further provide the Town with a list the names of drivers and identification numbers of

trucks servicing the Town each day and furthermore provide an update on any deviations to that list by 8:30AM on day of deviation. When notified by the Town of missed collections, the Contractor shall arrange for the collection of solid waste and/or recyclables on that day or in any event no later than 9:00 a.m. on the next collection day after the complaint is received.

J. All drivers working within the community will have a good working knowledge of the Town's streets, the provisions of Pay-As-You-Throw as it has been implemented in Medway, and the contamination issues inherent in the Single Stream Recycling program.

K. The Contractor shall provide the equipment, materials, and personnel to collect and transport municipal solid waste and recyclables on Monday thru Friday of each consecutive week, together with a Saturday in the event one such day during the week is a holiday hereinafter designated or weather conditions prohibit the Contractor from said collection and transportation. Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. Permission of the Director of Public Services or Town Administrator must be obtained before cancellation of collection is allowed.

L. On each said day of collection, the Contractor shall not commence work before 7:00 a.m. or one-half hour after sunrise, whichever shall occur later, nor continue work beyond one-half hour after sunset.

M. The holidays on which the Contractor shall not work for the Town are as follows:
New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

N. The Contractor will not make any substantial changes to routes or services without prior Town authorization, which shall not be unreasonably withheld.

Trucks and Equipment

A. Contractor shall provide new or like new modern CNG trash trucks and new or like new modern recycling trucks during this contract period.

B. The Contractor shall provide appropriate trucks and equipment to effectively perform all operations and requirements laid out within this contract.

C. The primary truck assigned for use in the Town per above item in A is for collection of solid waste will be dedicated trucks for use within the Town of Medway in the service of this contract. The primary truck assigned for the collection of recycling may be shared with one other Town. These trucks will not be used in any other community until the performance of the obligations to Medway pursuant to this contract have been completed.

D. All trucks provided for single stream recycling collection will be equipped with a mechanical arm and claw capable of accommodating various sized containers from 35 gallons to 96 gallons.

E. All equipment/trucks used by the Contractor shall be subject to inspection for sanitation, DOT safety, and appearance and subject to approval or rejection by the Town Administrator or the Director of Public Services at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible in order to assure that the route is completed. The Contractor shall forfeit in the form of liquidated damages if the Town deems that the Contractor is not maintaining trucks and equipment being used in Medway in a sanitary and safe condition and in good working order. See Appendix B.

Solid Waste

The solid waste to be collected and disposed of shall include abandoned, useless or discarded household/residential items that do not contain hazardous waste as defined under applicable law and regulation, materials listed in MassDEP waste bans pursuant to 310 CMR 19.17(3) or those items covered under the mercury disposal prohibition 310 CMR 76.00.

All such items shall be placed in suitable bags as associated with the Town's Bag Program for pick up and shall not exceed the weight limitation. The Contractor shall supply rejection notices for trash and/or recycling improperly set out by the resident. All drivers will have an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected.

Contractor shall be responsible for any damage, except caused by weather or normal wear and tear, caused to reusable containers and protective covers.

The term Municipal Solid Waste shall **not include**: explosives, human and animal wastes, pathological or infectious wastes, white metal, radioactive materials, freon-bearing appliances, poisons, acids, waste oils, tires, batteries, yard wastes, hazardous chemicals, electronics, dead animals or any item banned from disposal (e.g. mercury bearing wastes and recyclables) as per 310 CMR 19.00 et seq. and 310 CMR 76.00 et seq.

Recyclable Materials

Recyclable materials to be collected and processed shall include the following:

- a) aluminum cans, pie plates, aluminum trays, aluminum foil;
- b) metal (tin) cans;
- c) clear, green, or brown glass bottles and jars;
- d) plastic containers, including but not limited to plastic milk jugs, colored HDPE containers, and PET soda/water bottles and rigid plastics (accepted at Recycling Center only);
- e) newspaper, including all newspaper advertisements and comics, cardboard, magazines, catalogs, phone books, junk mail and cardboard packaging.

White Goods/Special Pickup Items

White Good and Special Pick up items will be collected on an appointment basis once per week utilizing a separate truck for collection. Residents will be required to contact the WM customer service center to schedule a collection appointment. Town of Medway will be charged the monthly fee for this collection indicated in attached Exhibit 1.

Bulk Items

Large Bulky Items will be limited to 1 item per week per household and will be collected on the scheduled trash collection day.

Christmas Tree Collection

Contractor to provide one weekly collection of Christmas Trees per year. Contractor is responsible for disposal costs for Christmas Tree collection. Residents would be required to place Christmas trees curbside and will be collected on their scheduled trash collection day. The collection week will be agreed upon in advance by the contractor and the Town.

Reporting

- A. The Contractor shall provide to the Town on a monthly basis, proper weight slips for trash and recycling from the delivery facility with a certified state-approved scale.
- B. The Contractor shall provide daily weight slips on a monthly basis for curbside trash and recycling.
- C. In compliance with the Massachusetts Department of Labor regulations, the Contractor shall provide the Town with monthly payroll reports.
- D. The Contractor will notify the Town should any municipal container have a sufficient amount of contraband materials (trash in recycling or recycling in trash) to result in either a rejected load or a fine. Unless it would prove a hardship, Contractor will notify the Town prior to collection and allow the Town the opportunity to clean the container of the contraband.

Payment

- A. **CURBSIDE:** The Contractor shall invoice the Town for all curbside services including collection, processing and disposal services on a monthly basis. These invoices will contain the monthly collection charge and itemized other charges with corresponding weight slips for disposal charges. Pricing for these services shall be as provided in the Price Proposal Sheet attached hereto as Exhibit 1.
- B. **MUNICIPAL:** The Contractor shall provide an itemized invoice for collection, disposal and processing of the Municipal trash and recycling containers. Pricing for these services shall be as provided in the Price Proposal Sheet attached hereto as Exhibit 1.

C. Recycling Center: The Contractor will provide the Town with a monthly itemized invoice for the transport of the loads from the Recycling Center. Pricing for these services shall be as provided in the Price Proposal Sheet attached hereto as Exhibit 2

D. Any monies due the Town for costs or expenses incurred by the Town due to a failure of the Contractor to perform satisfactorily under the Agreement (Liquidated Damages and Appendix B) may be deducted from said monthly payments.

E. Revenue Share for Recyclables: Contractor will return to the Town a share of revenues from the sale of various recyclables collected curbside and when received by Contractor facility. The formula to determine the monthly charge/rebate will be tied to the value of New England High Price for ONP #8 as published in the Pulp and Paper Week (PPI) publication. Each month we will subtract \$75.00 per ton from the published rate to determine the commodity value. The value will be multiplied by the actual tons collected for the month to determine monthly rebate or charge.

For example, if the index value were \$75 per ton, Then the rebate or tip fee to the Town under this scenario would be \$0.00 per ton (\$75 index value less \$75).

In the event the index exceeds \$75 per ton, then Waste Management will rebate the Town 60% of the excess value multiplied by the actual tons collected for the month. For example, if the index value was \$85, the Town would receive a rebate in the amount of \$6 per ton ($\$85 \text{ index value less } \$75 = \$10 \times 60\% = \6 per ton). In the event the index falls below the \$75 per ton, The Town will be charged the difference of the index value minus \$75 per ton. For example, if the index value is \$70, the Town will be charged a tip fee of \$5 per ton ($\$70 \text{ index value less } \$75 = \$5.00 \text{ per ton tip fee}$). At no time during the term of this contract shall the Town incur costs greater than an agreed upon floor (\$20.00/ton) for the processing of curbside single stream recyclables.

Fuel Surcharge

WM will be using a combination of frontline Diesel and CNG vehicles for this contract. We have identified below how the fuel surcharge will be calculated by type of fuel used.

Diesel Fuel Charge- for Automated Recycling Collection

The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp> for the New England region, from the established baseline cost of \$3.04 per gallon (including taxes) of diesel fuel.

The increase or decrease, as determined above, will be applied to the volume of diesel fuel used, which will be fixed at 410 gallons per month.

Adjustments will be calculated for each fiscal year and applied as a monthly adjustment based on the average cost of diesel as published by the DOE for the full calendar year preceding each annual fiscal year adjustment

Adjustment Example:	Fuel Price (Avg 12 mos per DOE)	= \$4.09 per Gal
	Established Baseline Fuel price	= \$3.04 per Gal
	Increase /(decrease)	= \$1.05 per Gal
	Fuel Adjustment \$1.05 x 410 Gals	= \$430.50 per Month

In the above example, the Town would receive a charge of \$819.00 per month for the 12 months subsequent to the first adjustment period.

In the event the frontline vehicle providing recycling services is replaced with a CNG vehicle during the term of the Agreement, then the consumption will remain at 410 gallons, however the baseline cost and adjustment procedure shall be that of the CNG surcharge below.

CNG Surcharge – for Manual Solid Waste Collection

Adjustment based on the increase or decrease of CNG cost, as measured by the U.S. Department of Energy, Energy Information Administration at <http://www.afdc.energy.gov/fuels/prices.html>, from an established baseline cost of \$1.77 per diesel gasoline gallon equivalent (DGE) including taxes of CNG. The increase or decrease in cost, as determined above will be applied to the volume of CNG used, which will be fixed at 780 DGE's per month. Adjustments will be calculated for each fiscal year and applied as a monthly adjustment based on the average cost of DGE as published by the DOE for the full calendar year preceding each annual fiscal year adjustment

Adjustment Example:	DGE (Avg 12 mos per DOE)	= \$2.82 per Gal
	Established Baseline Fuel price	= \$1.77 per Gal
	Increase /(decrease)	= \$1.05 per Gal
	Fuel Adjustment \$1.05 x 780 Gals	= \$819.00 per Month

Payment Subject to Annual Appropriation

The Town's obligation to make the annual payment for the services to be provided by the Contractor and the Contractor's obligations to provide such services are subject to appropriation by the Town of the funds required for payment for each year of this Agreement.

Compliance

Contractor shall comply with all federal, state and municipal laws, by-laws, rules and/or regulations, including labor laws, those against discrimination, and any existing or adopted during the term of this Agreement which are applicable to Contractor's obligations in this Agreement.

Contractor shall obtain all required permits, approvals, licenses and/or certificates necessary to perform its obligations under this contract.

Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and all previous agreements, discussions, communications and correspondence with respect to the subject matter hereof, unless incorporated herein, are superseded by the execution of this Agreement.

Modifications

This Agreement may not be modified or amended except by written agreement signed by both the Town and the Contractor.

Independent Contractor

The Contractor shall, during the term of this Agreement, be an independent contractor. Neither the Contractor nor its employees shall be considered under the terms of this Agreement or otherwise as having employee status or as being entitled to participate in any of the Town's employees' benefits.

Appendix A

Municipal Locations

TOWN OF MEDWAY MUNICIPAL BUILDINGS

LOCATION	TYPE	# OF CONTAINERS	YARDS PER CONTAINER	DAY OF COLLECTION
TOWN OF MEDWAY HIGHWAY YARD	MSW	1	8	THURSDAY
	REC	2	0.5	THURSDAY
TOWN OF MEDWAY CHOATE PARK	MSW	1	10	THURSDAY
	REC	1	0.5	THURSDAY
TOWN OF MEDWAY OAKLAND PARK	MSW	1	8	THURSDAY
	REC	1	0.5	THURSDAY
TOWN OF MEDWAY CASSIDY FIELD	MSW	1	4	TUESDAY
	REC	2	0.5	TUESDAY
TOWN OF MEDWAY TOWN HALL/FIRE	MSW	1	8	THURSDAY
	REC	5	0.5	THURSDAY
TOWN OF MEDWAY FIRE STATION HQ	MSW	1	8	MONDAY
	REC	2	0.5	MONDAY
TOWN OF MEDWAY LIBRARY	MSW	1	2	FRIDAY
	REC	2	0.5	FRIDAY
TOWN OF MEDWAY POLICE	MSW	1	2	FRIDAY
	REC	2	0.5	FRIDAY
TOWN OF MEDWAY WATER DEPT	MSW	1	2	THURSDAY
	REC	2	0.5	THURSDAY
TOWN OF MEDWAY SENIOR CENTER	MSW	1	8	THURSDAY
	REC	4	0.5	THURSDAY
TOWN OF MEDWAY MIDDLE SCHOOL TRASH	MSW	3	10	TUESDAY & THURSDAY
TOWN OF MEDWAY MIDDLE SCHOOL RECYCLE	REC	2	10	TUESDAY & THURSDAY
TOWN OF MEDWAY BURKE ELEM TRASH	MSW	1	10	THURSDAY
TOWN OF MEDWAY BURKE ELEM RECYCLE	REC	1	10	THURSDAY
TOWN OF MEDWAY JOHN MCGOVERN TRASH	MSW	1	10	THURSDAY
TOWN OF MEDWAY JOHN MCGOVERN RECYCLE	REC	1	10	THURSDAY
TOWN OF MEDWAY HIGH SCHOOL TRASH	MSW	2	10	TUESDAY & THURSDAY
TOWN OF MEDWAY HIGH SCHOOL RECYCLE	REC	1	10	TUESDAY & THURSDAY
MEDWAY TRANSFER STATION	MSW	9	10	WEDNESDAY & THURSDAY

APPENDIX B
Liquidated Damages

Failure to immediately pick up materials spilled during collection.	\$150 per occurrence
Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries if the Town receives a complaint of such spill.	\$500 per occurrence
Failure to place waste barrels, receptacles or recycling carts in an upright position at approximately the same location upon emptying.	\$25 per occurrence
Placement of barrels, lids or recycling carts such that they obstruct roads, driveways or mailboxes.	\$50 per occurrence
Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by 9:00 a.m. of the following day.	\$150 per occurrence
Failure to pick up from any single address more than one time in a given month or three times in a six-month period when the driver or contractor is at fault.	\$100 per miss
Failure to repair vehicle leaking oil or hydraulic fluid after notification by Town	\$250 per occurrence
Beginning any single collection route prior to 7:00 a.m.	\$100 per day
Failure or neglect to repair or furnish replacement dumpster within five days of notification.	\$200 per container
Failure to repair wheeled-cart within allotted time and requiring a second notification.	\$50 per occurrence

Repeated failure to comply with State Waste Ban Regulations in effect through the term of this contract.	\$50 per occurrence
Repeated failure of drivers to tag visibly noncompliant recycling and trash.	\$50 per occurrence
Failure to report truck breakdown or accident within one (1) hour.	\$100 per occurrence
Failure to maintain direct contact either by phone or other method acceptable to the Town between the Town designee and the lead trash and recycling supervisor. Failure to maintain direct phone or radio contact between all vehicles servicing the Town.	\$250 per occurrence
Failure to notify the Town of a long term revision to the schedule for collection/disposal or making a permanent substantive change in routes or services.	Penalty to be assessed based on impact to the Town and in any case not to exceed \$5,000 per occurrence.
Delivering any waste other than as described in this contract to disposal sites that will be billed to the Town.	\$5,000 per ton
Failure to submit weight slips with monthly tonnage report.	\$50 per missing slip
Failure to provide appropriate payroll information pursuant to the prevailing wage laws of the Commonwealth of Massachusetts.	\$500 per incident
Failure to provide service to the Recycling Center in a timely manner once notified.	\$500 per incident

Medway Solid Waste & Recycling Services EXHIBIT 1

Collection Costs - Manual MSW collection & Automated System EOW SS Recycle

	FY-15		FY-16		FY-17	
	Cost/Unit/Month	Annual Cost	Cost/Unit/Month	Annual Cost	Cost/Unit/Month	Annual Cost
Manual MSW & Bulk Item Collection - 1x week	\$ 7.12	\$ 350,560.32	\$ 7.33	\$ 360,899.88	\$ 7.55	\$ 371,731.80
Every Other Week Recycling Collection -Single Strea	\$ 4.30	\$ 211,714.80	\$ 4.43	\$ 218,115.48	\$ 4.56	\$ 224,516.16
Christmas Tree Collection		inc.		inc		inc
Bulk Item Collection		inc.		inc		inc
White Good Collection	\$ 900.00	\$ 10,800.00	\$ 927.00	\$ 11,124.00	\$ 954.90	\$ 11,458.80
Solid Waste Dumpster Collection		inc.		inc		inc
School Recycling Dumpster Collection - rate per yard	\$ 3.00		\$ 3.09		\$ 3.18	
School Recycling Dumpster Collection	\$ 649.00	\$ 7,788.00	\$ 667.44	\$ 8,009.28	\$ 686.88	\$ 8,242.56
Total		\$ 580,863.12		\$ 598,148.64		\$ 615,949.32

Notes:

All projections based on collection of 4103 housing units -additional housing units will result in a price adjustment based on above monthly unit prices
 MSW disposal to Millbury under Towns current disposal contract
 Automated recycling system includes cost for supply & distribution of 4103-96G RCY Carts
 Additional REC cart above the distributed 4103 will result in a \$65.00 per cart fee to Town
 Bulk items are limited to 1 item per week per household
 White Goods collection assumes appointment based collection
 Monthly Fuel Surcharge calculation will apply
 All recycling rates assume a revenue share system will apply
 Town will own carts at end of full completion of 3 year contract

Exhibit 2

Medway Solid Waste & Recycling Services at Recycling Center EXHIBIT 2			
	FY-15 Cost/Unit	FY-16 Cost/Unit	FY-17 Cost/Unit
Compactor Unit Rental - monthly	\$ 350.00	\$ 350.00	\$ 350.00
Roll off Rentals - monthly	\$ 30.00	\$ 30.00	\$ 30.00
Per Haul Charge MSW, Bulk, Demo	\$ 220.00	\$ 226.60	\$ 233.40
Per Haul Charge Recyclables	\$ 190.00	\$ 195.70	\$ 201.57
Per Haul Charge Tires	\$ 600.00	\$ 618.00	\$ 636.54
Per Ton Charge for Demo and Wood	\$ 92.55	\$ 92.55	\$ 92.55

Notes:
Haul Rates Based on Recycling Material hauled to Blackstone, Rigid Plastic hauled to Conigliaro, Tires delivered to JP Routhier
Town is responsible for all disposal and processing costs for material hauled in RO's from Transfer Station
***If Town seeks alternate end sites for commodities haul rates shall be subject to change



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: Town of Medway
Contract Number: City/Town: MEDWAY
Description of Work: Solid Waste and Recycling Collection
Job Location: Medway, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver (MEDWAY)	07/01/2014	\$18.20	\$6.60	\$0.00	\$0.00	\$24.80
	01/01/2015	\$19.66	\$6.60	\$0.00	\$0.00	\$26.26
	01/01/2016	\$21.09	\$6.60	\$0.00	\$0.00	\$27.69
	01/01/2017	\$22.53	\$6.60	\$0.00	\$0.00	\$29.13
	07/01/2018	\$23.96	\$6.60	\$0.00	\$0.00	\$30.56
Laborer (MEDWAY)	07/01/2014	\$15.59	\$6.60	\$0.00	\$0.00	\$22.19
	01/01/2015	\$16.82	\$6.60	\$0.00	\$0.00	\$23.42
	01/01/2016	\$18.05	\$6.60	\$0.00	\$0.00	\$24.65
	01/01/2017	\$19.31	\$6.60	\$0.00	\$0.00	\$25.91
	07/01/2018	\$20.54	\$6.60	\$0.00	\$0.00	\$27.14

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY)
4/10/2014

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

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

PRODUCER	LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Company	22667
INSURED 1306000	WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF RHODE ISLAND, INC. 1610 PONTIAC AVENUE CRANSTON RI 02920	INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Property & Casualty Insurance Co	20699
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES RICRANST CERTIFICATE NUMBER: 12185504 REVISION NUMBER: XXXXXXXX


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 00011207 GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF TOWN OF MEDWAY (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachment

12185504 TOWN OF MEDWAY 155 VILLAGE STREET MEDWAY MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: HDO G2732924A

ENDT. #38
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: ANY OWNER, LESSEE OR CONTRACTOR WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

(If no entry appears above, information required to complete this endorsement would be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

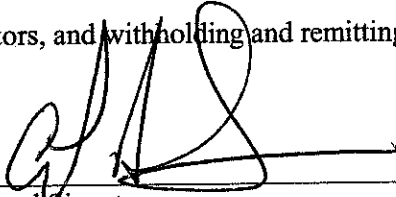
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Exhibit C

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that WASTE MANAGEMENT OF MASSACHUSETTS, INC is in compliance with
(name of contractor)

the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Authorized Signature

CHRISTOPHER P. DESANTIS
Print Name

VICE PRESIDENT
Title

WASTE MANAGEMENT OF MASSACHUSETTS, INC
Company

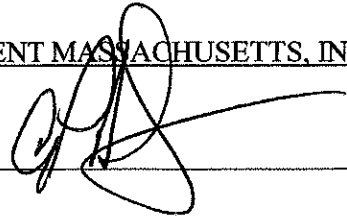
Exhibit F

CERTIFICATE OF NON-COLLUSION

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

Name of Business: WASTE MANAGEMENT MASSACHUSETTS, INC

Signature: _____



Name of Person signing contract: CHRIS DESANTIS

Project

Date



CERTIFICATE OF AUTHORITY

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

I, Gail M. Lynch, Assistant Secretary of Waste Management of Massachusetts, Inc., a Massachusetts corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

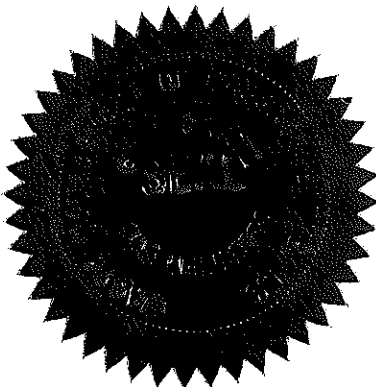
RESOLVED, that Christopher P. DeSantis, President of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Town of Medway, Massachusetts – Town of Medway Curbside Solid Waste and Recycling Collection Contract (the "Town of Medway Contract"), for the period beginning July 1, 2014, and ending June 30, 2015, and is hereby further authorized to execute and deliver on behalf of the Corporation any contracts and bonds with respect to the Town of Medway Contract.

Dated this 10th day of April, 2014

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

A handwritten signature in cursive script, appearing to read 'Gail M. Lynch', written over a horizontal line.

Gail M. Lynch, Assistant Secretary



CONTINUATION
CERTIFICATE

WESTCHESTER FIRE INSURANCE COMPANY

, Surety upon

a certain Bond No. K08648773

dated effective 1/1/12
(MONTH-DAY-YEAR)

on behalf of WASTE MANAGEMENT OF MASSACHUSETTS, INC.
(PRINCIPAL)

and in favor of TOWN OF MEDWAY
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 7/1/2014
(MONTH-DAY-YEAR)

and ending on 6/30/2015
(MONTH-DAY-YEAR)

Amount of bond \$ 146,797.00

Description of bond Solid Waste and Recycling Collection

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 4/9/2014
(MONTH-DAY-YEAR)

WESTCHESTER FIRE INSURANCE COMPANY

By 
ATTORNEY-IN-FACT Jennifer Copeland

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (such as "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such periodic written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Donna L. Williams, Jennifer Copeland, Lisa Ward, Lupe Tyler, Margaret Buboltz, Michael J Herrod, Nancy Thomas, Stephenie Whittington, Vanessa Dominguez, Wendy Stuckey, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office;

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of March 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 5 day of March, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARY SEAL
KAREN E. BRUNELL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Brunell
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this

9th day of APRIL, 2014



William E. Kelly
William E. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 05, 2016.

AGENDA ITEM #6

Discussion – Legislative Earmark – Vietnam Moving Wall

Associated materials attached.

- Email From Sarah Soan, Budget Analyst – Department of Veterans' Services, dated April 15, 2014

From: Soan, Sarah (VET) [mailto:sarah.soan2@state.ma.us]
Sent: Tuesday, April 15, 2014 11:14 AM
To: Board of Selectmen
Subject: Vietnam Moving Wall - Legislative Earmark

To Selectman Dennis Crowley:

Hello, I am reaching out to see if we can speak about the legislative earmark for the Town of Medway in regards to the Vietnam Moving Wall project.

Mr. Fred Souza has contacted me to access the funds for the project, however, due to the language of the earmark, we cannot disburse payment directly to a person or organization that is not the Town of Medway.

At your convenience, can you please give me a call to discuss? Or please direct me to a different contact that will handle the matter.

Thank you,

Sarah K. Soan

Budget Analyst

Department of Veterans' Services

300 Washington Street

Boston, MA 02111

Tel: [\(617\) 210-5784](tel:(617)210-5784)

Sarah.Soan@MassMail.State.MA.US

www.mass.gov/veterans

AGENDA

ITEM #7

**Re-Opening and Closing of May 12
Special Town Meeting Warrant –
Land Acquisition: Article 13**

Associated materials attached.

- Revised Special Town Meeting Warrant

**TOWN OF MEDWAY
WARRANT FOR MAY 12, 2014
SPECIAL TOWN MEETING**

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street, on Monday, May 12, 2014 at 7:00 PM**, then and there to act on the following articles:

ARTICLE 1: (Appropriation: Snow and Ice Deficit)

To see if the Town will vote to transfer the sum of \$210,000 from Fiscal Year 2013 Certified Free Cash for the purpose of funding the Snow & Ice Fiscal Year 2014 appropriation deficit; or act in any manner relating thereto.

DEPARTMENT OF PUBLIC SERVICES

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

ARTICLE 2: (Appropriation: OPEB Trust Account)

To see if the Town will transfer the sum of \$50,000 from Fiscal Year 2013 Certified Free Cash to the Other Post-Employment Benefits (OPEB) trust account, or act in any manner relating thereto.

FINANCE DIRECTOR/TREASURER

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

ARTICLE 3: (Transfers to Street Acceptance Account)

To see if the Town will transfer the sum of the unexpended balance of the Fiscal Year 2014 Planning Board Consulting Services account in the amount of \$6,000 and the balance remaining in the appropriation for the Claybrook II subdivision street acceptance as authorized by Article 5 of the January 17, 2012 Special Town Meeting in the amount of \$2,751.15 to a special Street Acceptance account, or act in any manner relating thereto.

PLANNING ADMINISTRATOR

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 4: (Budget Transfer: Economic Development)
To see if the Town will vote to transfer the sum of \$59,327 from the Fiscal Year 2014 Economic Development budget to fund the Economic Development program, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 5: (Budget Transfer: Consulting Services-Permitting)
To see if the Town will vote to transfer the sum of \$5,000 from the Fiscal Year 2014 Health Department's Professional Technical Services account to fund consulting services for electronic permitting and mapping, or to act in any manner relating thereto.

HEALTH DEPT.

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 6: (Budget Transfer to Thayer Homestead)
To see if the Town will vote to transfer the sum of \$19,400 from the Fiscal Year 2014 Economic Development Committee budget line items associated with the Thayer property to fund operations and maintenance of said property, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 7: (Establish Revolving Account -- Thayer Homestead)
To see if the Town will vote to authorize a revolving account for the Thayer Homestead pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws, the purpose of which will be to support the operations and maintenance of the Thayer property, to be funded by property rental revenues, and expenditures to be authorized by the Town Administrator, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 8: (Budget Transfer: Legal Services)

To see if the Town will vote to transfer the sum of \$24,000 from the Fiscal Year 2014 Legal Expense Account to fund legal services associated with appellate tax court cases, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 9: (Repurpose Monetary Articles: Cassidy Field Bathroom)

To see if the Town will vote to transfer the sum \$8,789.32, the unexpended balance of funds authorized by vote for the Cassidy Field Sewer Design under Article 8 of the May 2013 Annual Town Meeting, and the sum of \$40,485, an unexpended balance of funds authorized by vote for the Cassidy Field Sewer Line under Article 35 of the May 2013 Annual Town Meeting, for a modular bathroom at Cassidy Field and paving, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 10: (Repurpose Monetary Article: Senior Center Sidewalks)

To see if the Town will vote to transfer the sum of \$5,870.54 of the unexpended balance of the Open Space use study authorized by vote under Article 3 of the May 2012 Annual Town Meeting, for sidewalks at the Senior Center, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: Approve

FINANCE COMMITTEE RECOMMENDATION: Approve

ARTICLE 11: (Repurpose Monetary Article: Fire Dept. Training)

To see if the Town will vote to transfer \$20,305, the unexpended balance of an appropriation authorized by vote of the Town for a Fire Department training program under Article 2 of the May 13, 2013 Annual Town Meeting, for the purpose of funding Fire Department training program; said appropriation to be expended by June 30, 2015, with unexpended funds as of June 30, 2015 being returned to the General Fund, or to take any other action relative thereto.

FIRE DEPARTMENT

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

ARTICLE 12: (Prior Year Bills)

To see if the Town will vote to transfer from the Town Administrator's In-State Travel Account the sum of \$210 and to transfer from the Town Clerk's Elections Exit Polling Account the sum of \$151.51 for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

ARTICLE 13: (Land Acquisition)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of a parcel of land upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, the land to be used for purposes allowed by the so-called Community Preservation Act, Massachusetts General Laws Chapter 44B, to be under the management and control of Board of Selectmen, and, further, to see if the Town will vote: a) to appropriate a sum of money, to pay costs of purchasing the property and for the payment of all other costs incidental and related thereto, and to determine whether this appropriation shall be raised by taxation, transfer from available funds, including amounts in the Community Preservation Fund, borrowing or otherwise provided; b) authorize the Board of Selectmen to convey a permanent deed restriction with respect to this property in accordance with General Laws Chapter 44B, Section 12 and General Laws Chapter 184, Sections 31-33; and c) authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this acquisition, including the submission, on behalf of the Town, of any and all applications deemed necessary for grants and/or reimbursements from any state or federal programs and to receive and accept such grants or reimbursements for this purpose, and/or any other purposes in any way connected with the scope of this Article, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION: **To Be Determined**

FINANCE COMMITTEE RECOMMENDATION: **To Be Determined**

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least FOURTEEN (14) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 22nd day of April 2014.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

Glenn Trindade, Chairman

Dennis Crowley, Vice Chairman

Richard D’Innocenzo, Clerk

John Foresto, Member

Maryjane White, Member

ATTEST: _____
Paul Trufant, Constable

AGENDA

ITEM #8

Action Items from Previous Meetings

Associated materials attached.

- Action Item List

	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/S. Kennedy	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	4/1/2013	Speak with owner of Oakland St property re: possible park extension	G. Trindade	In process
5	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.)	BOS	begin no later than 9/16/14
6	2/24/2014	Report on unaccounted for water	T. Holder	6/1/14

AGENDA ITEM #9

Approval of Minutes

Associated materials attached.

- Draft 12/16/13 Minutes
- Draft 1/6/14 Minutes
- Draft 1/11/14 Minutes

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**Board of Selectmen's Meeting
December 16, 2013 – 7:00 PM
Sanford Hall
155 Village Street**

**Present: Glenn Trindade, Chair; Dennis Crowley, Vice-Chair; Selectman Richard D'Innocenzo, Clerk;
Selectman John Foresto and Selectman Maryjane White.**

Also Present: Suzanne Kennedy, Town Administrator; Tom Holder, Director, Department of Public Services; Jeffrey Lynch, Fire Chief; Allen Tingley, Police Chief; Sue Ellis, Human Resources Director; Patty Barry, Conservation Agent.

At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

Public Comments: Mr. Charles Myers stated that he is a strong proponent of all-day kindergarten. He stated that with curriculum changes aimed at full-day kindergarten, there will be a cost savings. There would be a \$281,000 hit in the first year, reflecting expenses incurred in converting existing sections to eight (8) full-day sections. Three places where money could be found would be in the existing program, increase in funding through regular budget cycle, or go to the voters for an override process in the spring. Thus far, all schools are in favor of it, as well as the School Committee Budget Committee. Mr. Myers reported he has made this presentation to the School Committee and there would be a parent forum to garner additional input. He noted that over 755 of all school systems offer free full-day kindergarten. Half-day programs are in the minority, as are tuition-based programs. Discussion followed.

Public Hearing on All Alcohol License – Yama Fuji, Inc., Vote on Alcohol License and Common

Victualler License:

The Board reviewed the following information: (1) ABCC application for an All-Alcohol license; and (2) Application for Common Victualler License.

Present: Sherrill R. Gould, Esquire; Ming Ling Yau, applicant.

Ms. Gould, attorney for the applicant, stated the restaurant is a combination Japanese hibachi and sushi restaurant located in the Gould's Plaza. She noted that the applicant, Ming Ling Yau, has had licenses in both restaurants in Rhode Island. There are no schools or churches within 500 feet of the proposed location.

Chairman Trindade moved that the Board open the public hearing on the proposed All Alcohol License for Yama Fuji, to be located at 74 Main Street; Selectman D'Innocenzo seconded. No discussion.

VOTE: 5-0-0.

Selectman Crowley commented that there are different addresses within the application, specifically, a Rhode Island address on the driver's license and a Bellingham, MA address as a residence. To the Board,

1 he noted that if this application is approved, the total number of All Alcohol Licenses in Medway will
2 total nine.

3
4 Chairman Trindade asked the Town Administrator if there was any comment from either the Fire Chief
5 or Police Chief regarding the application. Ms. Allison Potter, Assistant to the Town Administrator,
6 responded that, with respect to the applicant's Rhode Island establishments, there have been no alcohol
7 violations or Board of Health issues, and feedback about both locations was positive.

8
9 The proposed hours of operation will be Monday through Friday, 11 AM to 10:30 PM. Weekend hours
10 will be from 11 AM to 11 PM.

11
12 **Chairman Trindade moved to close the public hearing; Selectman Foresto seconded. No discussion.**
13 **VOTE: 5-0-0.**

14
15 **Selectman Foresto moved that the Board approve an All Alcohol Restaurant License and a Common**
16 **Victualler License for Yama Fuji; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

17
18 **Appointment – Capital Improvement Planning Committee – Daniel Perkins:**

19 *The Board reviewed a letter of interest and resume from Daniel Perkins, dated December 1, 2013. It was*
20 *noted that the CIPC unanimously voted to recommend Mr. Perkins to fill the vacancy.*

21
22 Present: Daniel Perkins.

23
24 Mr. Perkins briefly stated that he has been attending CIPC meetings to become familiar with the process
25 and noted that his mother is the Director at the Medway Public Library.

26
27 **Selectman Foresto moved that the Board appoint Daniel Perkins to the Capital Improvement Planning**
28 **Committee for a term to expire on June 30, 2017; Selectman D'Innocenzo seconded. It was noted that**
29 **the CIPC unanimously voted to recommend Mr. Perkins for this vacancy. No further discussion.**
30 **VOTE: 5-0-0.**

31
32 **Approval – Excess Property Agreements – Fire Dept. -- \$0:**

33 *The Board reviewed the following information: (1) Proposed federal and Department of Defense*
34 *agreements; and (2) Town Counsel's approval.*

35
36 Present: Jeffrey Lynch, Fire Chief.

37
38 Mr. Kennedy commended the Fire Chief on his cost savings. The first agreement is a more long-term
39 service arrangement. The agreement with the Department of Defense carries a term of two years, after
40 which time the department can keep the equipment as surplus. All kinds of equipment are included in
41 the agreements.

42
43 Responding to a question from Chairman Trindade, Chief Lynch explained that he should typically
44 receive an email when there is excess property, and there may be a website that will feature a listing.
45 He reported that the authorities indicated the Town received a pickup truck this way back in the 1980s.

1 Selectman Crowley expressed concern that there could be costs involved with repairs on used
2 equipment and where the equipment would be housed. He suggested that a preliminary approval be
3 obtained through the Town Administrator before moving forward.

4
5 **Selectman Foresto moved that the Board authorize the Chairman to execute the federal and DOD
6 firefighting program excess personal property cooperative agreements for the use of this property in
7 the control of community fire protection and emergency services provided that the property received
8 through this program requires prior approval of the Town Administrator; Selectman Crowley
9 seconded. No further discussion. VOTE: 5-0-0.**

10
11 **Authorization to Expend Grant Funds – State 911 Dept. Support and Incentive Grant -- \$30,194:**
12 *The Board reviewed the following information: (1) Grant expenditure authorization form; and (2) Grant
13 notice and copy of contract.*

14
15 Present: Allen Tingley, Police Chief.

16
17 Chief Tingley reported the department has received a grant, one that they work hard on every year. He
18 credited Lieutenant Boultenhouse with doing the work on it. The money will be used to fund training,
19 emergency dispatch procedures, certification programs and refresher training, as well as overtime pay
20 to cover people out on training. Brief discussion followed.

21
22 **Selectman Foresto moved that the Board authorize the expenditure of the State 911 grant in the
23 amount of \$30,194; D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

24
25 **Authorization of Chairman to Execute Contract with Collins Center – Town Administrator Search:**
26 *The Board reviewed the following information: (1) Email from Town Counsel regarding approval as to
27 form; and (2) Contract.*

28
29 Present: Sue Ellis, Human Resources Director.

30
31 It was noted that the Board had a copy of the contract in their packets for review, as well as an opinion
32 from Town Counsel. Chairman Trindade clarified for viewers that this process is necessary to secure a
33 replacement for Ms. Kennedy who will be retiring in July of 2014. Brief discussion followed.

34
35 Selectman Crowley expressed concern that the search committee has not yet been formed. Ms. Sue
36 Ellis, Human Resources Director, responded that Mr. Richard Kobayashi of the Collins Center wants to
37 meet with all boards and interested parties in early January, and then put together the profile. He
38 anticipates completion of the profile by January 21, 2014. The position would then be advertised and
39 applications for the position will close by March 1. The search committee will not have anything to do
40 until March. Selectman Crowley suggested that Mr. Kobayashi meet with the committee a couple of
41 times to keep them in the loop on how the process is going before the committee begins its work.
42 Discussion followed.

43
44 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with the
45 Collins Center as proposed; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

46
47 **Approval – Composition of Conservation Commission:**

1 *The Board reviewed correspondence dated December 2, 2013 from the Conservation Agent regarding the*
2 *number of members on the commission.*

3
4 Present: Ms. Patty Barry, Conservation Agent.

5
6 Chairman Trindade explained for viewers that, upon recommendation from the Conservation
7 Commission, the Commission is being reduced from 7 members to 5 members. The Commission,
8 however, will not refuse anyone who expresses interest. If, at a later date, it is believed that a seven (7)
9 member commission is again preferred, the Commission will bring the matter back to the Board of
10 Selectmen.

11
12 **Selectman D’Innocenzo moved that the Conservation Commission be made up of five (5) members;**
13 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

14
15 Delivering an update on conservation issues at the Medway Community Farm, Ms. Barry reported that
16 the former agent delineated the area in question. The farm would like use of the fallow field on the
17 Adams Street portion of the property. Much of the field is located in the 100-foot floodplain area. She
18 indicated she will help the farm through the application process.

19
20 **Discussion and Vote – Proposed Automated Trash and Recycling Program:**

21 *The Board reviewed a Cost Savings Spreadsheet (consolidated and roll-up).*

22
23 Mr. Tom Holder, Director, Department of Public Services, stated that this is a continuation of the
24 discussion regarding the proposed conversion of the present trash collection program to an automated
25 system. He referred to the cost savings spreadsheets distributed to the Board in their meeting packets.
26 One of those presented information on the possibility of retaining the trash collection as is, and
27 converting to automated recycling collection. This would eliminate money spent on the trash carts, and
28 a vendor would not have to build a truck to service Medway. Mr. Holder added that the \$58,000 grant
29 will be retained with the modified program.

30
31 Selectman White indicated she likes this solution, as it retains use of the yellow bags while streamlining
32 the recycling process.

33
34 Selectman D’Innocenzo asked if residents would be able to get smaller bins. Mr. Holder responded that,
35 with a bi-weekly collection, he strongly encourages using the larger ones. He would like to issue the 96-
36 gallon carts, while reserving the right to keep a number of smaller ones for those residents with
37 accommodation needs.

38
39 Chairman Trindade emphasized that if an item is too large for the bin, it cannot be left next to the cart
40 for pick-up.

41
42 Selectman Foresto stated he liked the idea of partial implementation as it continues to encourage
43 recycling while keeping the Pay-As-You-Throw component. People also appreciate having a recycling
44 center open more than one day a week.

45
46 Selectman Crowley stated he wanted it to be clear that this is not a compromise between the Board of
47 Selectmen and the Department of Public Services. Many options were reviewed and discussed, and this
48 seems to be right for Medway at this time. He indicated that most people he talked to during Christmas

1 tree sales were concerned about the yellow bags. He indicated that he explained that the yellow bags
2 provide income to support the recycling center through an enterprise account.

3
4 Selectman Crowley asked if there could be more choices on the size of container, suggesting that people
5 could choose the size they think they will need, and if it was decided later they needed a larger one,
6 they would have to pay for it.

7
8 Brief discussion followed on the spreadsheet. It was noted that, in the first year there is \$58,000 in free
9 money (grant), in FY2016 the Town would have to pay more money, and after the third year the Town
10 owns the carts.

11
12 **Selectman Foresto moved that the Board authorize the Town Administrator to move forward with the**
13 **DPS Automated Single-Stream Recycling Program as presented tonight; Selectman D’Innocenzo**
14 **seconded. Concern was expressed that if the actual numbers are vastly different, the program may**
15 **not move forward. VOTE: 5-0-0.**

16
17 **Discussion and Vote – Dissolution of Anti-Casino Coalition:**

18 *There were no review materials. Note: It is recommended that the Board vote to authorize the*
19 *dissolution of the MetroWest Anti-Casino Coalition but to keep its framework in place in the event that*
20 *the coalition should need to be reactivated.*

21
22 Chairman Trindade explained that, as the Town of Milford has voted against the casino, the issue is no
23 longer prevalent. It is suggested that the mechanism be kept intact in case it should ever be needed
24 again. “Framework” refers to the Intermunicipal Agreement and that the agreement is kept in force.

25
26 **Selectman Foresto moved that the Board authorize the dissolution of the MetroWest Anti-Casino**
27 **Coalition yet keep the framework in place in the event that the coalition should need to be**
28 **reactivated; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

29
30 Chairman Trindade commended Ms. Kennedy and Selectman Foresto on the hours of effort spent on
31 this issue by attending numerous meetings. Selectman Foresto commented that it was a really great
32 group of people to work with.

33
34 **Approval – 2013 License Renewals – Class II: Aoude’s Gas & Repair, Haven’s Auto Body, TJ Gas, Tim**
35 **Marshall; Common Victualler: Burger King, Coffee Sensations, Medway Village Pizza, Supreme Pizza;**
36 **Alcohol: Supreme Pizza:**

37 *The Board reviewed a list of approval recommendations.*

38
39 Ms. Allison Potter, Assistant to the Town Administrator, reported that these licenses were the entities
40 that had outstanding issues at the last meeting.

41
42 **Selectman Foresto moved that the Board of Selectmen approve the license renewals of the listed**
43 **establishments conditioned upon receipt of all associated renewal documentation and payment;**
44 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

45
46 **Approval – Medway Community Farm Lease Renewal – 50 Winthrop Street and 40-46 Adams Road:**

47

1 *The Board reviewed the following information: (1) Original Lease (Winthrop Street); (2) Lease*
2 *Amendment #1 (Adams Street); and (3) Town Counsel email regarding lease terms.*

3
4 Present: Representatives from Medway Community Farm: Brittany Sidway Overshiner, George Vella,
5 Jeanne Raffa, Allyson Aube, Kathleen Yorkis.

6
7 Chairman Trindade offered a brief history of the community farm. Ms. Kennedy distributed copies of an
8 amendment to the lease agreement based on Town Counsel's opinion. There was concern over the
9 Town's responsibilities or options should the farm default on the lease. The amendment adds a
10 requirement for performance milestones as they relate to the five-year plan.

11
12 Selectman Crowley related a discussion with the farm's attorney regarding the amendment. The change
13 in language was in General Conditions, Item 2, specifically, the reference to the word "maintain", which
14 was not clear. They opted for wording that "maintain" would refer to, "operate said farm as CSA or
15 continue to provide educational programs".

16
17 It was noted that a lot of people volunteer at the farm and it has strong support of the programs and
18 activities. Chairman Trindade responded that the contract is important to protect all parties, and it is
19 not to be perceived that the Board has any issues with the way the farm is being operated. The Town
20 has had no issues with the farm, and it has vastly improved during the years it has been in operation.
21 The amendment extends the lease for 4.5 years past the original lease date. Brief discussion followed.

22
23 **Selectman Crowley moved that the Board renew the Town's lease of 50 Winthrop Street and 40-46**
24 **Adams Road to Medway Community Farm for a term commencing January 1, 2014 and terminating**
25 **July 20, 2019, pending amendment to the lease terms to include the submission of a five-year**
26 **operational plan and accompanying milestones to be achieved by the lessee, and further, to authorize**
27 **the Chairman to execute the contract amendment with the changes as discussed tonight and agreed**
28 **upon by Town Counsel. Said amendment to be reviewed and approved by the Board no later than its**
29 **last meeting in February 2014; Selectman D'Innocenzo seconded. No further discussion. VOTE: 5-0-0.**

30
31 **Action Items from Previous Meeting:**

32 **Brentwood** – Ms. Kennedy reported she is still waiting for word from Senator Kennedy's office.

33
34 **Approval of Minutes:**

35 *The Board reviewed draft minutes from meetings held on July 15, 2013; September 3, 2013, and*
36 *September 16, 2013.*

37
38 **Chairman Trindade moved that the Board approve the minutes of July 15, 2013, as drafted; Selectman**
39 **D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

40
41 **Chairman Trindade moved that the Board approve the minutes of September 3, 2013, as drafted;**
42 **Selectman White seconded. No discussion. VOTE: 4-0-1 -- Crowley abstain.**

43
44 **Chairman Trindade moved that the Board approve the minutes of September 16, 2013, as drafted;**
45 **Selectman D'Innocenzo seconded. Brief discussion followed on attendance sheets of committees.**
46 **VOTE: 4-0-0 -- Foresto abstain.**

1 **Approval of Warrants:**

2 *The Board reviewed Warrant 14-25, dated 12/19/13.*

3
4 Selectman D’Innocenzo, Clerk, read aloud Warrant 14-25, dated 12/19/13, presented for approval:

5
6

Town Bills	\$ 413,299.00
Town Payroll	255,785.27
School Payroll	780,798.94
TOTAL	\$1,449,883.21

9

10
11 **Selectman Crowley moved that the Board approve the Warrant as read; Selectman Foresto seconded.**
12 **No discussion. VOTE: 5-0-0.**

13
14 **Town Administrator’s Report:**

15 Ms. Kennedy reported she and Selectman Foresto would be meeting with Hampton Council of
16 Government relative to municipal aggregation.

17
18 It was reported that there is one remaining language change in the proposed net metering agreement
19 regarding production guarantees.

20
21 With regard to athletic fields, an agreement has been suggested between the Town and School
22 Department specifying that after-school athletics have access to the fields until 6 PM, and then the fields
23 are open to youth groups. Ms. Kennedy suggested Chairman Trindade have a conversation with
24 Superintendent Evans. Regarding the RPF for the engineering, the bid cannot be awarded until this
25 agreement has been finalized.

26
27 A shared Energy Manager program with the Town of Millis has been suggested. Anything done with
28 such a program will require the approval of the Board of Selectmen. Brief discussion followed. Millis
29 would benefit by being able to develop a Green Community application, and Medway can move forward
30 with increased energy awareness programs and grant applications.

31
32 **Selectmen’s Reports:**

33 Selectman D’Innocenzo reported that a contract for work on athletic fields is about to be announced.

34
35 Selectman Foresto stated there needs to be some guidelines on how the refurbished Thayer House and
36 grounds will be managed, leased, etc.

37
38 Selectman Crowley asked that the “Entering Medway” signs be added to the Action Items list. Ms.
39 Kennedy reported the signs have been delivered, but the ground is getting too hard to get the sign posts
40 in place.

41
42 Selectman Crowley stated that he anticipates an application from a new developer for the Tri-Valley
43 Commons location, likely within the next 30-60 days. The developer has apparently purchased most of
44 the old plans and studies that the previous developer had done with the intent to modify placement of
45 some of the buildings and other minor changes.

46
47 Selectman Crowley stated he would like to schedule presentation on funding the DPS facility along with
48 the Finance Director and the Town Administrator.

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At 8:44 PM Selectman Foresto moved to adjourn; Selectman D’Innocenzo seconded. No discussion.
VOTE: 5-0-0.

Respectfully submitted,
Jeanette Galliardt
Night Board Secretary

1 **Board of Selectmen's Meeting**
2 **January 6, 2014 – 7:00 PM**
3 **Sanford Hall**
4 **155 Village Street**
5
6
7

8 **Present: Glenn Trindade, Chair; Dennis Crowley, Vice-Chair; Richard D'Innocenzo, Clerk; Selectman**
9 **John Foresto, and Selectman Maryjane White.**

10
11 **Also Present: Suzanne Kennedy, Town Administrator.**

12
13 *****

14
15 At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

16
17 **Public Comments:** None.

18
19 **Appointment to Medway Cultural Council – Heather Scott:**

20 *The Board reviewed the following information: (1) Letter of interest and resume submitted by Heather*
21 *Scott, December 12, 2013; and (2) Endorsement notice from Medway Cultural Council Chair, Audrey*
22 *Ritter, dated December 14, 2013.*

23
24 Ms. Heather Scott briefly described her years of service to Medway boards and committees, specifically,
25 Open Space, Community Preservation Community, Community Farm Board of Directors, as well as the
26 Community Organic Farm Board of Directors in Natick. Chairman Trindade acknowledged Ms. Scott's
27 contributions to getting the Medway Community Farm up and running.

28
29 **Selectman Foresto moved that the Board appoint Heather Scott to the Medway Cultural Council for an**
30 **adjusted "three-year" term through June 30, 2017; Selectman D'Innocenzo seconded. It was noted**
31 **that this appointment has the endorsement of the Chair of the Medway Cultural Council. No further**
32 **discussion. VOTE: 5-0-0.**

33
34 **Appointment – Memorial Committee – Francis Saunders, Jr.:**

35 *The Board reviewed a letter of interest, dated December 18, 2013, from Francis Saunders, Jr.*

36
37 Chairman Trindade explained the purpose of the Memorial Committee which is predominantly to keep
38 an eye on the memorials around the community and assessing needs for repair or replacement. There is
39 now an opening on the committee. He added that Colonel Matondi, Chairman of the Memorial
40 Committee, has verbally approved this appointment.

41
42 Mr. Saunders stated he has attended meetings of the Memorial Committee and is familiar with its work.
43 He added that he got involved with Medway 300 activities, as well. His experience includes 23 years in
44 the military as well as time with the Massachusetts State Police (retired).

45
46 **Selectman Foresto moved that the Board appoint Francis Saunders, Jr. to the Medway Memorial**
47 **Committee for an adjusted "one-year" term through June 30, 2015; Selectman White seconded. No**
48 **discussion. VOTE: 5-0-0.**

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Approval – Class II License – Al’s Export Co.:

The Board reviewed an agreement between Ali Hodroj (Al’s Export Co.) and John Jabour (Medway Mobil) dated December 16, 2013.

Selectman Crowley asked if there is currently a restriction that no vehicles are to be stored on the lot nor sold off the lot. Mr. Ali Hodroj responded that was true, noting that the current owner understands this. He explained that he buys cars and sells them to his brother overseas. Ms. Kennedy clarified that there are two corporations at the same address doing business as two separate entities.

Selectman Foresto moved that the Board approve the 2014 Class II license renewal for Al’s Export Co.; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.

Approval – Authorization to Finance Director to Submit for DOR Approval – Borrowing - \$605,000:

The Board reviewed the following information: (1) Letter, dated January 6, 2014, from Finance Director, Melanie Phillips to DOR Commissioner; and (2) Town of Medway BAN Issue document.

Chairman Trindade explained for viewers that the Town is in year seven of a 10-year agreement with the Massachusetts Department of Revenue, stemming from a poor financial situation at the time. When the Town wants to do any borrowing, the transaction must be approved by the Department of Revenue. He assured viewers that the Town’s finances are in good shape now, and the Town has never been denied to borrow. Brief discussion followed.

Selectman Foresto moved that the Board of Selectmen authorize the Treasurer to petition the Massachusetts Department of revenue for permission to borrow \$605,000 as a Bond Anticipation Note; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.

Action Items from Previous Meeting:

Brentwood Project – Ms. Kennedy reported she received an approval letter from FEMA on this project. The project has been extended to April 25, 2015, and the scope of changes proposed by the Department of Public Services has been approved. Chairman Trindade stated he would like to send a thank you letter to Congressman Kennedy’s office for its assistance in advancing this project. He explained that the funds are from a grant the Town Administrator was able to acquire through FEMA to help fix drainage problems in the Brentwood subdivision.

Street Acceptance Program – The streets under consideration are portions of Howe Street, Fern Path, Field Road and Bramble Road in the Mayland Woods subdivision and Azalea Drive in the Green Acres/Willow Green subdivision. One of the streets may not be ready for Town Meeting as the developer wants to do the work himself. It was noted that Azalea Drive is still unresolved as the bank is reticent to release the bond to the Town in order to complete the road. Ms. Kennedy indicated she will ask Town Counsel to look into it. Chairman Trindade explained the street acceptance process for viewers.

Thayer Governance Structure Committee – Brief discussion followed on adding members to this committee. Members already appointed include John Boardman, Carl Rice and Selectman Dennis Crowley.

1 Chairman Trindade moved that the Board appoint Eileen Aviza and Rick Childs to the Thayer
2 Governance Structure Committee; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

3
4 **Approval of Minutes:**

5 *The Board reviewed draft minutes from Board of Selectmen meetings held on September 26, October 7,*
6 *October 15, November 4, November 18, and November 25, 2013.*

7
8 Selectman Foresto moved that the Board approve the minutes of September 26, 2013, as drafted;
9 Selectman White seconded. No discussion. VOTE: 5-0-0.

10
11 Selectman Foresto moved that the Board approve the minutes of October 7, 2013, as drafted;
12 Selectman White seconded. Selectman Crowley wanted clarification of some information regarding
13 the change in manager for Hang Tai. Selectman Foresto withdrew his motion. The broadcast tape will
14 be reviewed and the minutes will be considered at a future meeting.

15
16 Selectman Foresto moved that the Board approve the minutes of October 15, 2013, as drafted;
17 Selectman White seconded. Brief discussion followed on the Gale Report recommendation for
18 development of athletic fields at a cost of \$10 million. That cost includes associated expenses in
19 addition to the field development costs. Chairman Trindade moved that the minutes be corrected to
20 state that the full cost of the Gale Report recommendation is \$10 million, specifically page 2, lines 42
21 and 43; Selectman D’Innocenzo seconded. VOTE on the amendment: 5-0-0. No further discussion.
22 VOTE on the approval of the amended minutes: 5-0-0.

23
24 Selectman Crowley moved that the Board approve the minutes of November 4, 2013, as drafted;
25 Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

26
27 Selectman Foresto moved that the Board approve the minutes of November 18, 2013, as drafted;
28 Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.

29
30 Selectman Foresto moved that the Board approve the minutes of November 25, 2013, as drafted;
31 Selectman White seconded. No discussion. VOTE: 4-0-1 – Crowley abstained as he had not had time
32 to review them.

33
34 **Approval of Warrants:**

35 *The Board reviewed Warrant 14-28 presented for approval.*

36
37 Selectman D’Innocenzo, Clerk, read aloud Warrant 14-28, dated 1/9/14, as follows:

38
39

School Bills	\$408,822.26
Town Bills	\$406,132.17
TOTAL	\$814,954.43

40
41
42

43 Selectman Foresto moved that the Board approve Warrant 14-28 as read; Selectman White seconded.
44 No discussion. VOTE: 5-0-0.

45
46 **Town Administrator’s Report:**

47 Ms. Kennedy reported she has received a request from Superintendent Evans to sign off on the final
48 close-out material for the Middle School Repair Project. The signature page requires the signature of

1 the CEO or, in this case, the Town Administrator, but it would be appropriate to distribute the report
2 before authorizing any sign-off. She asked the Board if it wanted the opportunity to read it beforehand.
3 Chairman Trindade suggested that the School Building Committee should also have the opportunity to
4 review it. It was noted that the sign-off must occur within ten days.

5
6 Ms. Kennedy stated she and Selectman Foresto had a meeting with a group representing municipal
7 aggregation. She indicated that she would like to consider it, noting the Town would be considered "the
8 supplier" if it did so. Brief discussion followed on a new Department of Public Utilities ruling.

9
10 **Selectmen's Reports:**

11 Selectman White reminded the Board that she is preparing paperwork for the Annual Town Election.

12
13 Chairman Trindade and Selectman D'Innocenzo had no report.

14
15 Selectman Foresto reported there were frozen water pipes at Thayer House.

16
17 Selectman Crowley expressed concern that inquiries are already coming in regarding leasing space at the
18 Thayer House and that those calls should be returned in a timely manner. After brief discussion, it was
19 decided that all calls regarding the Thayer House will be forwarded to the Town Administrator's office.

20
21
22 **At 7:40 PM Selectman Foresto moved to adjourn; Selectman White seconded. No discussion.**

23 **VOTE: 5-0-0.**

24
25
26
27 Respectfully submitted,
28 Jeanette Galliardt
29 Night Board Secretary

1 **MEDWAY BOARD OF SELECTMEN**
2 155 VILLAGE STREET • MEDWAY, MASSACHUSETTS 02053
3 (508) 533-3264 • FAX: (508) 533-3281
4

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

5 **Board of Selectmen's Meeting Minutes**

6 **January 11, 8:30 a.m.**

7 **Sanford Hall, 155 Village Street**
8

9 **Present:** Chairman Glenn Trindade; Selectmen John Foresto, Rick D'Innocenzo, and
10 Mary Jane White; Town Administrator Suzanne Kennedy; Senator Karen Spilka; State
11 Representative John Fernandes; State Representative Jeff Roy; DPS Director Tom
12 Holder; Superintendent of Medway Public Schools Judy Evans; Assistant Superintendent
13 of Operations, Finance, and Personnel Dave Verdolino; Members of the School
14 Committee and Finance Committee.

15
16 At 8:30 a.m., Chairman Trindade called the meeting to order and led in the Pledge of
17 Allegiance.
18

19 **Legislative Breakfast:**

20 Senator Spilka and Representatives Fernandes and Roy joined the meeting to discuss
21 topics of interest to Medway, including the State budget process, Police/Fire radio
22 infrastructure, water infrastructure, and insurance reimbursement.
23

24 Senator Spilka and Representatives Fernandes and Roy provided an overview of the State
25 budget process. Senator Spilka reported that the Governor's budget should be released at
26 the end of January, which is then followed by hearings held by the Joint Ways and Means
27 Committee, House, and Senate. The House releases their budget in April followed by the
28 Senate in May. The Conference Committee meets in June to review and discuss the
29 differences between the budgets. Senator Spilka said she is not expecting many
30 differences this year and the budget should be delivered to the Governor in a timely
31 manner. She said local aid, Chapter 70, Chapter 90, regional transportation, and the
32 Special Education Circuit Breaker program have been priorities for last couple years.
33 Senator Spilka said she is hoping for level funding at a minimum. She added that \$25
34 million was added to the Community Preservation Act (CPA) fund last year, which was
35 unanticipated and a huge help. Medway's match was 74% and it received over \$415,000.
36 Medway has experienced almost a 64% increase in Chapter 70 funding over last ten
37 years. Senator Spilka and Representatives Fernandes and Roy expressed their
38 disappointment that the Governor has not released all of the Chapter 90 funds from last
39 year and urged the Board of Selectmen to write a letter to the Governor asking him to the
40 release the remainder. Representative Fernandes added that the recession had an
41 enormous impact on the State budget and it is going to take years to get back to where it
42 was in 2007. He also acknowledged the difficulty local boards face when trying to
43 prepare their budgets for a May Town Meeting when the State budget has not been
44 finalized.

DRAFT

1 Representative Roy said he, Senator Spilka, and Representative Fernandes will be hosting
2 a Manufacturing Round Table on Friday, Jan 24, 2014 at Tri-County Regional Vocational
3 Technical High School in Franklin, MA. Local manufacturers, Treasurer Grossman, and
4 local officials will meet to discuss the need for advanced manufacturing education in this
5 area.

6
7 The School Committee thanked Senator Spilka and Representatives Fernandes and Roy
8 for attending. They also thanked their offices for forwarding information on available
9 grants and events.

10
11 Chairman Trindade asked about the status of the water infrastructure bill. Senator Spilka
12 said hearings are being held on this bill. She added that the Senate President said last
13 January that water infrastructure would be a priority. They acknowledged that this is a
14 major effort and it is moving slowly. DPS Director Tom Holder said that a workshop
15 will be held at the Omni Parker House in February and the Environmental Protection
16 Agency's (EPA) anticipated regulations will be discussed among other water related
17 topics. It was noted that the EPA's thinking has evolved over the last few years and they
18 understand there will be a tremendous expense to creating the infrastructure.

19
20 DPS Director Tom Holder also reported that Medway has applied again for the
21 Sustainable Water Management Initiative Grant. Last year Medway received \$100,000.
22 He said Medway is looking at water accountability. Currently, Medway is producing
23 more water than it is selling and is in the process of trying to identify the source of the
24 increase. This year Medway is hoping to receive a \$50,000 grant. Representative Roy
25 said he recently met with a start-up that has an analytics tool that can help with this issue
26 and he will forward the information.

27
28 Superintendent Judy Evans asked if there is information on additional revenue per
29 student. At this point, they are planning on level funding but will have a better idea in
30 April when the House releases their budget. There was also discussion about possible
31 additional revenues that might be available for Early Childhood Education, specifically
32 full-day Kindergarten.

33
34 Fire Chief Lynch highlighted the impact insurance companies direct reimbursement to
35 the patient will have on revenues. He also said hospitals are no longer allowing
36 ambulances to restock their supplies. He said if revenues decline the department will not
37 be able to provide services that they are now providing. Chairman Trindade provided an
38 example of how this system is working in New York. He said he has been told that it is a
39 nightmare. Senator Spilka and Representatives Fernandes and Roy said they agree that
40 the reimbursement should go directly to the vendor.

41
42 Chief Tingley discussed the need to update Police and Fire radio infrastructure as a public
43 safety issue. Medway's current radio system is about 15-20 years old. It will cost
44 approximately \$270,000-280,000 to upgrade the system; the current infrastructure is not
45 able to handle the new technology. Senator Spilka said some communities have received
46 grants to offset the cost of the new systems. She said she is not sure if the grants are still

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1 available but her office contacted Representative Kennedy's office and Federal
2 Emergency Management Agency (FEMA) to inquire. Chief Tingley also highlighted the
3 need for grants to help with required police training.
4

5 Administrator Kennedy said that Medway has recently executed a net metering contract.
6 Medway will save approximately \$4.4 million over the next twenty years as a result of
7 this project. She also reported that the School Committee is considering installing solar
8 panels on the Burke and McGovern schools. She said solar energy has had an enormous
9 positive financial impact on Medway. The Town's future savings hinge on how SREC's
10 are treated under the new regulations. They are hoping under the SREC-II program that
11 net metering credits that support municipalities will be increased to match the capacity.
12 Senator Spilka asked Administrator Kennedy to forward any feedback or comments on
13 the proposed legislation to their offices so they can follow-up with their respective Chairs
14 to support Medway's position. In addition, they discussed the Department of Revenue's
15 (DOR) recommendation to retroactively tax Broadway Electric on the installed solar
16 panels. There was a question as to whether it was in fact a DOR recommendation or
17 mandate. The Board will look at this issue further to clarify this question.
18

19 Selectman Trindade said he is the Board of Selectmen's liaison to Medway's Affordable
20 Housing Trust. He said they are extremely frustrated because Medway has a number of
21 projects but they cannot find people to apply for the program or participate in a lottery.
22 He said part of the issue is they need a person to meet the program's requirements and
23 also qualify for a mortgage. Senator Spilka and Representatives Fernandes and Roy
24 asked for additional information on this issue. They wondered if the criterion needs to be
25 changed slightly.
26

27 Additionally, Senator Spilka asked for any input on the Transportation Bond bill. She
28 asked for specific projects that would be important for Medway. Representative
29 Fernandes stressed that the projects must have regional significance.
30

31 Senator Spilka and Representatives Fernandes and Roy all said that it has been a pleasure
32 working together and representing Medway.
33

Authorization of Chairman to Execute Contract with Gale Associates for Athletic 34 Field Design and Engineering Services:

35 The plan is to build two new turf fields with lights. The project will be funded primarily
36 with Community Preservation Act (CPA) funds. The project has the unanimous support
37 of Medway's Community Preservation Committee (CPC). Chairman Trindade said they
38 hope the design and engineering services will be completed in time for this to be on the
39 May 2014 Annual Town Meeting warrant.
40

41
42 **Selectman D'Innocenzo moved that the Board authorize the Chairman to execute a**
43 **contract with Gale Associates for athletic field design and engineering services in an**
44 **amount not to exceed \$82,120 pending review and approval by Town Counsel and**
45 **the Town Accountant; Selectman Trindade second; Selectman Foresto said he**
46 **believes work cannot be started before there is an agreement with the schools per**

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1 the warrant article. Chairman Trindade stressed that there is a very tight timeline
2 for this project. Selectman Foresto and Selectman White said they would like the
3 agreement with the schools to be executed before this is approved. The Board said
4 they would have the agreement executed and meet the following week to vote on this
5 matter. Selectman D’Innocenzo withdrew his motion.

6
7 At 11:30 a.m. Selectman Foresto moved to adjourn; Selectman White second; No
8 discussion; All ayes 4-0-0.

9
10
11 Respectfully submitted,
12 Michelle Reed

AGENDA

ITEM #10

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #11

Town Administrator's Report

AGENDA ITEM #12

Selectmen's Reports