



## 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 7, 2014, 6:30 PM**

**Sanford Hall**

**155 Village Street**

### Agenda

6:30 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 [Green Acres] and Exemption 6: to consider the purchase, exchange, lease or value of real property if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares [Wickett Property].

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

### Other Business

1. Authorization – Submittal of Grant Application to Mass Department of Energy Resources – Green Communities 2014
2. Authorization to Expend Grant Funds –Massachusetts Council on Aging and National Council on Aging - The Aging Master Program - \$4,100
3. Authorization of Chairman to Execute Contract with Gorman Construction, Inc. for Water Department Building Roof Installation and Associated Carpentry - \$18,500
4. Authorization of Chairman to Execute Contract with Lorusso Corp. for Town-wide Paving – Not to exceed \$700,000 (Two-year contract)
5. Authorization of Chairman to Execute Contract with Carlo Molinari, Inc. for Asphalt and Concrete Repair, Catch Basin and Manhole Structures – Not to Exceed \$50,000
6. Authorization of Chairman to Execute Contract with Murray Paving & Reclamation, Inc. for Pavement Grind, Grade and Roll Reclaim and Berm Mix Installation – Not to Exceed \$50,000
7. Authorization of Chairman to Execute Change Order for Gale Associates– Design and Engineering Oversight of Hanlon Field Improvements - \$19,770
8. Presentation – Insurance Advisory Committee Approved Fiscal Year 2015 Health Insurance Rates
9. Presentation - ICMA Finance Performance Indicators
10. Discussion – Amendment of Alcohol Policy (One-Day Licenses)
11. Approval – Special One-Day Liquor License – Thayer Property – June 22, 2014
12. Approvals – Bicycle Ride for Food – Sept. 21, 2014; CF Cycle for Life Tour – Oct. 11, 2014; Christina Clarke Genco Foundation Mother's Day Memorial Ride – May 11, 2014

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.

13. Authorization to Expend Wetlands Protection Funds to Supplement Conservation Agent's Fiscal Year 2015 Salary Budget - \$10,920
14. Authorization of Chairman to Execute Contract Amendment – Collins Center – Performance Management Consulting Services - \$3,000
15. Authorization to Expend Donated Funds – Clean Sweep - \$1,000
16. Re-opening and Closing of May 12, 2014 Special Town Meeting Warrant to Add Unpaid, Prior Year Bill to Article 11 (Unpaid, Prior Year Bills)
17. Re-opening and Closing of May 12, 2014 Annual Town Meeting Warrant to Include Open Space Related Article(s)
18. Action Items from Previous Meetings
19. Approval of Minutes
20. Approval of Warrants
21. Town Administrator's Report
22. Selectmen's Reports

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Upcoming Meetings, Agenda and Reminders

April 22, 2014 ---- Regular Meeting (holiday week)

May 5, 2014-----Regular Meeting

# **AGENDA**

## **ITEM #1**

### **Authorization – Submittal of Grant Application to Mass. Dept. of Energy Resources – Green Communities 2014**

*Associated back up materials attached.*

- Memo from Susan Affleck-Childs
- Grant application

**Proposed motion:** I move that the Board authorize the submission of the Green Communities grant application to the DOER as presented.



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

**MEMORANDUM**

April 3, 2014

TO: Medway Board of Selectmen  
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator  
RE: Grant Application – Mass Department of Energy Resources (DOER) Energy Manager Grant Program



**Requested Action** – For the BOS to authorize Chairman Glenn Trindade, acting on behalf of Medway's Chief Executive Officer (the BOS), to sign Attachment C of the DOER 2014 Green Communities Grant Application to request \$250,000 for 3 important energy efficiency projects. Attachment C is attached.

**Background Info on the 2014 Green Communities Competitive Grant Program**

- Total funding available from DOER is \$7 million
- Maximum possible grant award is \$250,000/community
- This is a competitive grant, not formulaic as was Medway's first GC grant. There is NO automatic amount that DOER will grant to each community.
- Eligible applicants are ONLY those Green Communities which have expended 100% of their previously provided GC grant(s) and whose FY13 Annual GC reports have been approved by DOER. Medway is one of those communities!!
- Grant application deadline is April 18, 2014
- Grant awards are expected before June 30, 2014

**The projects for which we are submitting the grant application include:**

- Energy management system for the Memorial School
- Air conditioning condensing units for Police Station
- Conversion of 193 streetlights to LED – Most of Main Street except for the Route 109 reconstruction portion, Winthrop, Village and Milford Streets and the remaining section of Holliston Street.

The total cost for these 3 projects is \$299,812 with a \$250,000 grant request. We anticipate receiving \$30,756 in rebates. A Town match of \$15,056 toward the street lights is needed and would be funded by earmarking some unused FY 14 funds if the grant awards are announced by June 30, 2014. These projects have been selected for inclusion in the grant application based on the energy savings and shortest payback periods, the competitive criteria DOER will use to evaluate the application.

The grant application documents are being prepared by the Town's grant consultant Gino Carlucci with additional input provided by DPS Deputy Director Dave D'Amico and Planning and Economic Development Coordinator Susy Affleck-Childs.

Telephone: 508-533-3291 Fax: 508-321-4987  
Email: sachilds@townofmedway.org

## ATTACHMENT C

### **CERTIFICATION OF APPLICATION**

The Certification of Application below must be completed, scanned and uploaded as a PDF file.

### **CERTIFICATION OF APPLICATION**

The **Chief Executive Officer** must complete this certification.

I, Glenn Trindade, am authorized to execute said Application on behalf of the Town Medway, the applying municipality and verify that the information in the Green Communities Competitive Grant Application is true.

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Signature of Chief Executive Officer

Chairman, Medway Board of Selectmen

Title of Chief Executive Officer

**NOTE:** THE CHIEF EXECUTIVE OFFICER IS DEFINED AS THE MANAGER IN ANY CITY HAVING A MANAGER AND IN ANY TOWN HAVING A CITY FORM OF GOVERNMENT, THE MAYOR IN ANY OTHER CITY, AND THE BOARD OF SELECTMEN IN ANY OTHER TOWN UNLESS SOME OTHER OFFICER OR BODY IS DESIGNATED TO PERFORM THE FUNCTIONS OF A CHIEF EXECUTIVE OFFICER UNDER THE PROVISIONS OF A LOCAL CHARTER OR LAWS HAVING THE FORCE OF A CHARTER.

# ATTACHMENT B

Draft 4/3/2014

## MEDWAY ENERGY CONSUMPTION

The Town of Medway's Total Energy Consumption for 2013 was as follows:

<u>Category</u>	<u>MMBtu's</u>
Buildings	37,387
Vehicles	6,290
Streetlights and traffic lights	714
Other <sup>1</sup>	2,933
<b>TOTAL</b>	<b>47,324</b>

## PROPOSED PROJECTS for GC FUNDING

### Memorial School Energy Management System (EMS)

- Describe the scope of the project including:
  - Purpose
    - This project entails replacement of the EMS at Medway's Memorial School. This will facilitate Medway achieving its goal of decreasing its energy use by 20% between 2010-2014 in accordance with its 5-year Green Communities energy plan. Progress was made in 2011 and 2012 but energy use increased slightly in 2013. The public schools represent the largest energy consumption in the Town and the Memorial School is the third largest user among the schools.
  - Benefits
    - Replacement of the building automation system and EMS is a cost-effective option to significantly decrease energy use. The existing automation system is original equipment from 1997 and is incompatible with Trane's Trace Summit EMS. Replacing the system will result in better energy management, efficiency and cost savings.
  - Timeline
    - The project is ready to proceed as soon as funding is available. It is hoped that the project would take place primarily during the summer months to minimize the impact on students and school operations. Depending on grant award and contract, if there is insufficient time to schedule this for summer of 2014, it would likely be done in summer of 2015. The quoted price remains in effect through the summer of 2015.
  - Procurement required and status
    - The Memorial School EMS upgrade is intended to tie in all of the four buildings in the Medway Public School district. Accordingly, we would undertake the acquisition of the Trane Trace Summit EMS as a proprietary procurement, as that is the system in use currently (and successfully) in all Medway Public School buildings except the Memorial School.

<sup>1</sup> Water/sewer & pumping and Open Space

- The Trane system was procured for the other MPS buildings pursuant to MGL Chapter 25A in 2009. It allows for optimum efficiency and oversight by allowing access to system controls via the district's computer network. The district has been pleased with the operation and results of the Trane system, and specifying it on a proprietary basis - to standardize the HVAC controls management for all buildings in the district, is at the essence of this proposed project.
  - Anticipated impact
    - Annual electric savings: 42,740 kWh
    - Annual natural gas savings: 8,271 therms
    - Annual cost savings: \$17,357
    - See Attachment B1 - Trane letter of February 20, 2014 for additional information.
    - In addition, the more efficient operation of the HVAC system will result in an improved and more consistent comfort level for students, faculty and staff during all times of the year.
  - How the project supports the municipality's Five Year Energy Reduction Plan
    - Replacing the EMS in the Memorial School is among the projects recommended in the Town's Five Year Energy Reduction Plan.
- **Provide a complete accounting/proposed budget for the project.**
  - Total project budget: \$203,648.00<sup>2</sup>
  - Other sources of funding available: Estimated utility incentive, \$22,800.00
  - Justification for administrative costs: None proposed
  - GC Grant Request: \$180,848
- **Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors and any technical service providers.**
  - Identify the specific roles and responsibilities of each of the parties.
    - Trane Commercial Systems of Wilmington, Massachusetts, will be responsible for overseeing and completing the project. The Point of Contact is Leo F. McNeil, Jr., Regional Director of Comprehensive Solutions
    - Qualifications: Trane's commercial business includes 7,600 worldwide sales engineers and service technicians as well as 680 LEED accredited professionals and 40 energy-focused engineers. Through its Performance Agreement for Comfort from Trane program, the company has saved 198,000,000 kWh of power since 1998 – equivalent to 80,000 homes.
  - Identify how the project will be managed on a day-to-day basis
    - Trane will be responsible for overall management of the EMS installation and will assign a project manager and contact person to Town of Medway/School Department. A preconstruction meeting will be held to review the schedule and flow of information, identify staging areas for storage of equipment and materials, discuss removal of waste materials, and any other issues or events with the potential to impact the work or schedule. Trane will be responsible for

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<sup>2</sup> Source: Attachment B1 – Letter dated February 20, 2014 from Trane to the Director of Facilities of the Medway Public Schools

all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the School Superintendent and Director of Facilities. Change orders will be submitted to the MPS Director of Facilities.

- Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team
  - TRANE will hire an electrical contractor which has not yet been determined.
- **Explain why the proposed project would not have been implemented without this funding**
  - Medway has been under a deficit financing agreement for several years. While the Town's financial situation has improved dramatically, budgets, including for emergency services, are being cut for FY2015
- **Identify opportunities for education and outreach for the proposed project and a concrete plan for accomplishing them.**
  - A summary of what the new EMS does and its benefits will be prepared and distributed to students and parents.
  - A press release will be issued by the School Superintendent to inform the general community of the measures being taken to reduce energy consumption and thus reduce costs and carbon emissions and will be placed on the school web site.
  - Trane will provide instructional materials for use in district's elementary and middle school science curriculum units about the environment.
- **Identify any and all permits required and the status of each and approvals required**
  - The only permit needed is an electrical permit from the Medway Building Department. That would be applied for prior to the start of construction.
- **Identify any other approvals required, e.g. local, state, federal and the status of each.**
  - No other approvals are required for this project. The Medway Public Schools heartily support this application. See Attachment B2 Letter dated \_\_\_\_\_ from Medway Superintendent Dr. Judith Evans.
- **Attach any documentation to support project technical and economic viability:** such as applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to relevant portions.
  - Attachment B1 documents Trane Commercial Systems' scope of work for Memorial School new building automation system and EMS.
  - A contract has not yet been executed as the project is dependent on Green Communities funding.
  - TRANE anticipates an 8 week construction process to occur when school is NOT in session.



**Additional Required Information for Energy Efficiency Projects**

- **Prior year energy consumption data.**

The FY2013 consumption for Memorial School was:

School	Memorial ES	Gas (therms)	54,302
School	Memorial ES	Electric (kWh)	576,384

- **Attach the audit recommending the proposed measure**

Attachment B3 is the Memorial School Energy Audit Report from September 2008 that recommended the upgraded EMS. See pages 9 – 12.

- **Describe what other building efficiency measures, if any, have been completed to date at Memorial School?**

5 of the 7 measures recommended in the original Memorial School Energy Audit Report were implemented as part of the initial Energy Services Agreement between Trane and Medway Public Schools in 2009.

Measures	Status
New condensing boilers	Not Completed
New EMS System	Not Completed
Air Handling Units – Variable Frequency Drives	Completed
Hot Water Pump – Variable Frequency Drives	Completed
Walk-In Cooler & Freezer Control	Completed
Computer Network Controls	Completed
Lighting Retrofits & Controls	Completed

In 2009, the existing EMS at Memorial School was functioning adequately and it was believed that it could interconnect and communicate with the new Trane systems that were going to be installed in the other school buildings. Unfortunately that belief was mistaken. Since then, the system has aged to the point of becoming obsolete and there is no centralized control over its functioning.

**Additional Required Information for Energy Management Systems Projects**

**Description of Current EMS** – The existing control system serving the Memorial Elementary School was installed during the construction of the original facility in 1997. For a variety of reasons, this system has not performed as expected by Medway Public Schools facilities personnel. There are continuing issues with the original control network wiring and resultant communications problems that have not been resolved. This situation has led to comfort complaints, excessive energy usage, maintenance and repair costs, as well as periodic interruptions to the learning environment. In addition, the existing system is a proprietary system that is no longer produced by the manufacturer. It is anticipated that replacement parts will be more difficult and costly to obtain in the future, if available at all.

**Proposed EMS** – The details of the proposed Trane EMS system are included in Attachment B1. All current deficiencies are to be addressed including replacement of all automation system network wiring, replacement of all existing proprietary controllers with new “open protocol” controllers, programming revisions to accommodate strategies to reduce energy costs, and retro-commissioning of associated mechanical equipment. Direct benefits will include reduced maintenance and energy costs as well as establishment of a more comfortable and efficient learning environment. Additional benefits will include reduced training costs, more efficient use of facilities manpower, and standardizing the Building Automation System at the Memorial School with the Trane BAS system currently installed in every other school in the district.

DRAFT

## Streetlight Conversion to LED

- Describe the scope of the project including:

- Purpose

- This project is to retrofit the street lights in Medway with Siemens “Cobrahead” LEDs. Medway has already converted 43 streetlights to LED with funding from its first Green Communities grant. We are planning to replace a number of streetlights along the Route 109 in 2016 with LED technology as part of the Route 109 reconstruction project. After those two projects are completed, there will remain 534 streetlights located throughout the community still using the older high pressure sodium technology.

Three alternatives were considered. Alternative 1 would replace all of the remaining 534 high pressure sodium streetlights at a cost of \$139,026.<sup>3</sup> Alternate 2 would limit the replacement to 383 streetlights at a cost of \$100,019 and Alternate 3 would replace 193 lights at a cost of \$50,864. We have decided to go with Alternative #3 which includes Milford Street, Winthrop Street, Village Street, the balance of Main Street and the balance of Holliston Street. These are the major routes in Medway.

- This project will facilitate Medway’s goal of decreasing its energy use by 20.0% between 2010-2014 in accordance with its 5-year energy plan. Progress was made in 2011 and 2012 but energy use increased slightly in 2013.

- Benefits

- LED conversion would reduce annual energy use and costs and increase the lifespan of each unit, producing a further savings in maintenance costs. Alternative 3 would save \$9,735<sup>3</sup>.
- Medway would be eligible for utility incentives of approximately \$56 per streetlight from NSTAR. The actual rebate amount varies depending on the wattage of the fixture used. The rebate would equal \$10,731 for Alternative 3.
- In addition to the energy savings, maintenance costs would be reduced by about a dollar per month per light. This would equal an annual savings of \$2316 for Alternative 3<sup>3</sup>.
- LED’s produce a whiter light that is easier to direct, thus reducing glare and light pollution.

- Timeline

- It is anticipated that that process would require about 3 months so the project could be completed by the spring of 2015.

- Procurement required and status

- NOTE – We still need to determine what procurement process to use.

- Anticipated impact for Alternative 3.<sup>3</sup>
  - Annual electric savings (kWh): \$49,380
  - Annual maintenance savings: \$ 2,316
  - Annual energy cost savings: \$ 9,735
- How the project supports the municipality's Five Year Energy Reduction Plan
  - While this project was not specifically part of Medway's Five-Year Energy Reduction Plan, this project will help the Town meet or exceed the 20% reduction goal.
- **Provide a complete accounting/proposed budget for the project.**
  - Total project budget: \$50,854
  - GC Grant request \$25,077
  - Estimated utility incentive: \$10,731
  - Town resources \$15,056
- **Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors and any technical service providers.**
  - Identify the specific roles and responsibilities of each of the parties.
    - The Town has not yet initiated the procurement process for this project. It is anticipated that a qualified and experienced installer of LED streetlights will be selected. The selected firm will have complete responsibility for replacing the streetlights.
  - Identify how the project will be managed on a day-to-day basis
    - The selected firm will be responsible for overall management of the project. The Town of Medway Department of Public Services will assign a project manager and contact person for the Town of Medway. A construction meeting will be held to review the schedule and flow of information, identify staging areas for storage of equipment and materials, discuss disposal of the old HPS streetlights and other waste materials, and any other issues or events with the potential to impact the work or schedule. The selected firm will be responsible for all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the Director of Public Services.
  - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team
    - The project will be contracted to a single contract to supply all labor and materials to carry out the work.
- **Explain why the proposed project would not have been implemented without this funding**
  - Medway has been under a deficit financing agreement for several years. While the Town's financial situation has improved dramatically, budgets, including for emergency services, are being cut for FY2015

<sup>3</sup> Estimate provided by Siemens USA in their presentation dated March 17, 2014. See Attachment B4.

- **Identify opportunities for education and outreach for the proposed project and a concrete plan for accomplishing them.**
  - Replacing the streetlights will be a highly visible activity to the community and it presents an excellent opportunity to use the conversion as an educational opportunity.
  - A press release will be issued by the Department of Public Services to inform the general community of the significant reduction in energy consumption from the LED lights that will result in reduced municipal costs and carbon emissions.
  - Information about the project, as well as periodic updates about the progress of the work, will be posted on the Town web site.
- **Identify any and all permits required and the status of each, and approvals required**
  - Only local permits are needed and will be obtained prior to the start of construction.
- **Identify any other approvals required, e.g. local, state, and federal and the status of each.**
  - Since the Town already owns the street lights, the only approval necessary is authorization from the Board of Selectmen. By authorizing the submission of this application, they have indicated support for the project.
- **Attached any documentation to support project technical and economic viability:** applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to relevant portions.
  - Siemens USA, formerly Republic ITS, has been serving the Town of Medway's streetlights for more than ten years. They have successfully performed two large streetlight conversion projects in town during that time period. Siemens is currently partnered with us for this latest evaluation. Attachment B4 shows the Siemens USA overall project assessment. Attachment B5 produced by Siemens USA and the Medway Department of Public Services shows the details with costs and energy savings for the various alternatives.

**Additional Required Information for Streetlight Projects**

- **The number and wattage of the streetlights proposed to be converted to LED are as follows:**
  - 166 fixtures of 58 watts
  - 18 fixtures of 175 watts
  - 10 fixtures of 295 watts
- **Total electricity consumption during FY2013 for the 193 streetlights included in Alternative 3 is 68,889 kWh.**
- **Medway hereby certifies that it does own all of its streetlights.**
- **The proposed replacement streetlights are all LED.**
  - Cost: About \$260-263 per fixture installed.
  - Wattage: See Attachment B5 for analysis details.

- **Streetlight controls**

- Product specifications: A cut sheet of the proposed Cobrahead LED product is enclosed as Attachment B6.
- Proposed operating changes and associated projected energy savings: No change in current control technology is proposed. The projected annual energy savings is 49,380 kWh. The projected annual cost savings is \$9,735. See Attachment B5.
- A letter of support from NSTAR for this initiative is forthcoming. See Attachment B7.

DRAFT

## **Police Station AC Condensing Units**

- **Describe the scope of the project including:**

- Purpose
  - This project will replace the current air conditioning condensing units for the Police Station with eight high efficiency units. This will facilitate Medway's goal of decreasing its energy use by 20% between 2010-2014 in accordance with its 5-year energy plan. Progress was made in 2011 and 2012 but energy use increased slightly in 2013. The Police Station was identified in the Five-Year Energy Reduction Plan as the building with the second highest (the Library was first) energy user among non-school buildings.
- Benefits
  - Replacement of the air conditioning condensing units is a cost-effective option to significantly decrease energy use. The payback time is estimated at 8.03 years. The existing units are part of the original equipment when the building was constructed in the early 1990's. Beyond the needed energy savings, these units are at the end of their service lives.
- Timeline
  - The project is ready to proceed as soon as funding is available. A performance specification is prepared and is ready for bidding. It is anticipated that the project would be implemented during the summer/fall of 2014.
- Procurement required and status
  - TNT Energy has provided a cost estimate and savings projections and is prepared to commence work upon Medway's obtaining project funding. See Attachment B8. However, the Town is likely to seek additional pricing from other contractors.
- Anticipated impact
  - Annual electric savings: 5,800 kWh
  - Annual cost savings: \$986
  - Operation and maintenance savings: \$4,500
  - See Attachment B8 – Price Quote from TNT Energy for additional information.
  - In addition, the more efficient operation of the AC system will result in an improved and more consistent comfort level for Police personnel during the hot weather.
- How the project supports the municipality's Five Year Energy Reduction Plan
  - As noted above, the Town's Five-Year Energy Reduction Plan identified the Police Station as one of the Town's top energy-consuming buildings.

**Provide a complete accounting/proposed budget for the project.**

- Total project budget: \$45,300<sup>3</sup>
- Estimated utility incentive: \$ 1,225
- Green Community grant \$44,075
- Justification for administrative costs: None proposed

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<sup>3</sup> Source: TNT Energy Services cost proposal – Attachment B8.

- **Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors and any technical service providers.**
  - Identify the specific roles and responsibilities of each of the parties.
    - TNT Energy of Raynham, Massachusetts is presently the proposed contractor responsible for overseeing and completing the project. The Point of Contact is Hugh Leahy, Director of Business Development.
    - Qualifications: TNT Energy was founded in 2001 to install lighting and lighting controls. It has since expanded to offer a full line of energy efficient upgrade options.
    - TNT Energy offers turnkey solutions for all energy conservation needs. They have combined years of industry knowledge, practices, and procedures to develop a process that allows it to effectively implement multiple technology energy conservation projects including energy management systems, custom built high efficiency transformers, and dust collection control systems.
  - Identify how the project will be managed on a day-to-day basis
    - The Medway Department of Public Services will be responsible for overall management of the project. Mr. Hugh Leahy of TNT Energy will be assigned as the vendor's project manager and contact person for the Town of Medway Department of Public Services. A preconstruction meeting will be held to review the schedule and flow of information, identify staging areas for storage of equipment and materials, discuss removal of waste materials, and any other issues or events with the potential to impact the work or schedule. TNT Energy will be responsible for all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the Police Chief and DPS Director of Facilities.
  - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team
    - It is anticipated that TNT Energy or other contractor selected may hire additional sub-contractors for completion of the work. These sub-contractors are wholly the responsibility of the prime contractor.
- **Explain why the proposed project would not have been implemented without this funding**
  - Medway has been under a deficit financing agreement for several years. While the Town's financial situation has improved dramatically, budgets, including for emergency services, are being cut for FY2015
  - Because of the age and condition of the existing condensing units, it is anticipated that an extended replacement schedule and continued higher operating and maintenance costs will continue for a 3-4 year period if the project is not funded.
- **Identify opportunities for education and outreach for the proposed project and a concrete plan for accomplishing them.**



- A summary of what the new AC condensing units do and its benefits will be part of a broader information package on the Town's efforts to reduce energy consumption and greenhouse gas emissions will be prepared and presented on the Town's web site.
- A press release will be issued by the Board of Selectmen and Town Administrator to inform the general community of the measures being taken to reduce energy consumption and thus reduce costs and carbon emissions.
- **Identify any and all permits required and the status of each and approvals required**
  - The only permits needed are local building and electrical permits. These will be applied for prior to the start of construction.
- **Identify any other approvals required, e.g. local, state, and federal and the status of each.**
  - The project has already been approved by the Board of Selectmen. No other approvals are required.
- **Attached any documentation to support project technical and economic viability:** applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to relevant portions.
  - Attachment B8 documents TNT Energy's proposed scope of work. It is anticipated that high efficiency TRANE products would be installed.

**Additional Information for Energy Efficiency Projects**

- Prior year energy consumption data
  - The FY2013 consumption for the Police Station was: 122,720 kWh
- Attach the audit recommending the proposed measure
  - The October 2011 Energy Audit of Medway municipal buildings performed by TNT Energy is provided as Attachment B9. The report identified seven energy efficiency measures for the Medway Police Station. Four of those measures were carried out with our initial GC funding.

Lighting Efficiency Upgrades	Completed
Water Heating System Upgrades	Not completed
Central HVAC System Controls	Completed
Computer Room Air Conditioning	Not completed
Energy Management System	Not completed
Vending Machine Energy Controls	Completed
Building Envelope Improvements	Completed

- The original TNT Energy Audit did not include a specific recommendation to replace the air conditioning condensing units. However, since then, the condensing units have not been functioning adequately. It has become evident that they are operating inefficiently. This has become a matter of concern for the Police Department and the Medway Department of Public Services.
- As we began to consider possible projects for this GC grant opportunity, the Medway Department of Public Services asked TNT Energy to evaluate a series of energy conservation measures including the replacement of the air conditioning condensing

units at the Police Station. TNT's ECM Summary Sheet is provided as Attachment B10. ECM#2 of the Summary Sheet shows the projected energy savings for replacing the condensing units for the air conditioning units at the Police Station.

DRAFT

# **AGENDA ITEM #2**

## **Authorization to Expend Grant Funds – Mass. Council on Aging and National Council on Aging – The Aging Master Program – \$4,100**

*Associated back up materials attached.*

- Grant Expenditure Authorization Form
- Grant attachments

**Proposed Motion:** I move that the Board authorize the expenditure of the Council on Aging grant funds in the amount of \$4,100 for the purposes stated.

TOWN OF MEDWAY  
NOTICE OF GRANT AWARD

DEPARTMENT: COA DATE: 8/3/14

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Missy Dzirzek

NAME OF GRANT: The Aging Mastery Program

GRANTOR: Mass. Council on Aging + National Council on Aging

GRANT AMOUNT: \$4,100.00

GRANT PERIOD: 3/3/14 - 6/30/14

SCOPE OF GRANT/  
ITEMS FUNDED To demonstrate how training, follow-up,  
tracking, and incentives may empower older  
adults to make and maintain small but  
impactful changes in their health behaviors

IS A POSITION BEING  
CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

ARE MATCHING TOWN  
FUNDS REQUIRED? NO

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

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

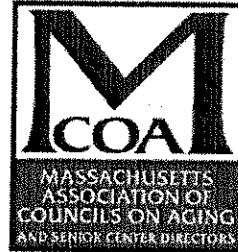
ANY OTHER EXPOSURE TO TOWN? NO

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: \_\_\_\_\_

APPROVAL SIGNATURES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

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



*At the Center of it All*

March 10, 2014

Missy Dziczek, Director  
Medway Council on Aging  
76 Oakland Street  
Medway, MA 02053

Dear Missy:

Attached is the subcontract for the Aging Mastery Pilot Program between MCOA and your Council on Aging.

Please **complete 2 original copies** of the subcontract by inserting the service location details under section II, arranging for signature by the appropriate municipal personnel, and appending Attachments A, B and C (as defined in the subcontract section VII).

According to your program award notice, you must prepare a revised program budget including \$1,300 for participant incentives. You may use the budget form provided or another format, whichever format you prefer.

Please mail the 2 complete sets to MCOA, c/o Brenda Griffin, at 116 Pleasant Street, Suite 306, Easthampton, MA 01027-2781. After MCOA's Executive Director signs both copies, one copy will be returned to you for your files.

The Massachusetts Association of Councils on Aging, in conjunction with the Massachusetts Executive Office of Elder Affairs and National Council on Aging, is pleased to be partnering with you on this important pilot!

Sincerely,

*Mary Kay Browne*

Mary Kay Browne  
MCOA  
Manager of Special Projects  
iPhone: 413-923-4161

cc: David Stevens, Brenda Griffin, file

Attachments (3): Subcontract, Attachment A, and Attachment B

---

116 Pleasant Street, Room 306, Easthampton, MA 01027 tel: 413-527-6425 web: [www.mcoaonline.com](http://www.mcoaonline.com)

**Appendix A: Scope of Service  
Aging Mastery Program Pilot  
March-June, 2014**

**Background**

The Massachusetts Association of Councils on Aging and Senior Center Directors (MCOA) has awarded grants to 7 Centers to implement the Aging Mastery Program pilot- an innovative program designed to demonstrate how information, follow-up tracking, and incentives can empower older adults to make and maintain small but impactful changes in their health behaviors. The pilot is funded by the Massachusetts Executive Office of Elder Affairs.

The program was designed by a group of senior center leaders and the National Council on Aging (NCOA) to educate, encourage, and provide incentives older adults to take small steps that can improve their health. The Duxbury Senior Center, one of the initial 5 pilot sites, ran a pilot program during March-June, 2013; their staff leaders will collaborate with MCOA and NCOA staff to provide technical assistance to the new sites selected to participate in this pilot.

The eight modules/dimensions of the program address: Physical Activity, Communicating with Your Doctors, Use of Medicare's Prevention Benefits, Medication Management, Healthy Eating, Planning for your Future, Falls Prevention and Behavioral Health (Health Sleep Habits). As part of the program, older adult participants will earn incentives (recognitions and token rewards) based on the extent to which they become more actively involved in healthy behaviors.

For each of these modules, MCOA will provide basic educational materials developed from highly trusted sources (such as the National Institute on Aging and the Centers for Disease Control and Prevention) as well as a system for tracking behaviors, giving points for positive action, and presenting rewards.

## Project Timeline

Kick Off Meeting for Program Leaders and Center Directors	March 4, 2014
Centers contact guest educators to invite as workshop speakers	March 3- March 21
Centers recruit up to 35 participants for workshop series via local newspapers and in person recruitment of adults in their community. (25 person minimum required)	March 3-March 17
Centers begin Aging Mastery Workshops	Week Beginning March 17, 2014
Centers Conduct 8 weekly workshops	March 17 - May 9
Participants continue to track behavior change and corresponding points	May 12-June 30, 2014
Centers bestow incentives for points earned	End of June, 2014

### Scope of Service for Participating Senior Centers:

1. Each Program Leader and Center Director will be required to participate in a Kick off Meeting with the other selected program leaders as well as MCOA staff. The goals of this meeting will include: clarifying program implementation, refining the incentives/rewards program, and problem solving potential challenges.
2. Beginning no later than March 24, 2014, the Center will recruit and convene participants (the target group size is 35 participants; the group must have at least 25 participants) to participate in an eight week pilot program (with ongoing follow up activities for an additional eight weeks).
3. Each week, organize and offer a structured 75-minute education/goal setting/peer support session focused on a different aspect of health. Centers are *strongly encouraged* to offer a healthy breakfast immediately prior to the weekly workshops.
4. Oversee the administration of the program pilot's pre-test and post-test.
  - a. To evaluate the impact of the training upon participants, each participant will fill out a questionnaire at the beginning of the structured program to establish a baseline about the extent to which they currently practice the desired behaviors. At the end of the 16 week program, participants will be asked to complete a second follow-up survey.

5. On a regular basis, support participants as they record data about healthy behaviors achieved and related points earned for each positive action step.
  - a. After the eight weeks of structured sessions, the centers and participants choose whether to continue to meet. However, tracking of healthy behaviors and points earned will continue for an additional 8 weeks (for a total of 16 weeks)
  
6. On a weekly basis, participate in a weekly group call with all the other Centers, NCOA and MCOA partners; the call is designed to foster rapid innovation, learning, and problem-solving.

### **Funding**

Grants are for the period of March 3, 2014 to June 30, 2014. The grant funds may be used for the following allowable costs: site personnel costs, programmatic costs, guest educators/consultants, consumer workshops, travel to MCOA Kick Off Meeting, and project management meeting costs. Programmatic costs include, but are not limited to, the following: food and food supplies, printing and reproducing paper materials for participants, promotional products, and giveaways/incentives.

Rewards/incentives at each site must comply with MCOA's program standards for the value of points earned through healthy behaviors.

It is estimated that local center staff will invest about 8-10 hours/week managing all aspects of this program, including preparing food, hosting workshops, lining up guest educators for each topic, tracking points with participants, and organizing educational materials for each week's workshop.



**Appendix B: Budget  
Aging Mastery Program Pilot  
March-June, 2014**

**Center: Medway**

<b>Expense Category</b>	<b>Budget</b>	<b>Budget Detail/Justification</b>
<b>Personnel Costs</b>	<b>\$500.00</b>	<b>Nurse</b>
<b>Programmatic Costs</b>	<b>\$2100.00</b>	<b>Food, Travel</b>
<b>Rewards, Incentives</b>	<b>\$1500.00</b>	<b>Participant incentives</b>

# AGENDA

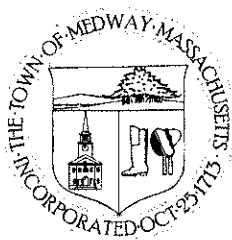
## ITEM #3

**Authorization of Chairman to  
Execute Contract for Water  
Dept. Building Roof – Gorman  
Construction, Inc. - \$18,500**

*Associated back up materials attached.*

- Memo re: contract
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Gorman Construction, Inc. for the replacement of the Water Dept. roof in an amount not to exceed \$18,500.



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 7, 2014

**RE: Gorman Construction – Roofing contract for Water Department Building on Populatic Street**

---

Please find attached three (3) copies of a contract for **Gorman Construction- Roofing**

Contract provides for labor and material to strip and re-roof Water Department Building, add new plywood, remove chimney, add fascia/trim. Also, new rubber roof for Pump House. New Azek trim above door

This was approved as a Capital Project at the 2013 Annual town meeting for Department of Public Services. Article 9 of the 2013 Annual Town Meeting.

**Bid opening results.**

<b>Gorman Construction</b>	<b>\$18,500</b>
Cooks Roofing	\$21,902
Summit home Builders	\$24,240

We greatly appreciate your consideration of this issue.

**EXHIBIT B****AGREEMENT BETWEEN  
TOWN AND CONTRACTOR**

This Agreement shall be effective as of the date it becomes fully executed by all parties hereto Install Roofing and Carpentry at 19 Populatic Street, Water Division Building, (hereinafter referred to as the "Project"), is made, by and between Gorman Construction, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at P.O. Box 195, Raynham, MA 02767 (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 bid or proposal
- 3) Invitation for bids and bid specifications,
- 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. Includes, Main building and Pump house building.

**ARTICLE 3: TERMS OF AGREEMENT**

- (a) The Contractor may begin work immediately at the project site and shall deliver, install and bring the work to Substantial Completion as soon as possible, but no later than May 1, 2014. At substantial completion, the building with contract work added shall be weather tight. Final completion shall be May 15, 2014.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the

work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

#### **ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$18,500.00 (Eighteen Thousand, Five hundred dollars and 00/100 dollars).

#### **ARTICLE 5: PAYMENT**

The TOWN shall make payment in accordance with General Laws chapter 30 §39K

a 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 contractors, 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.

a. Change orders will include a maximum of 10% for general overhead and profit. All requests for change order shall include a complete break down of all material and labor costs (Prevailing Wage). If these items are not included in the request for change, the change request will be returned to the contractor and not acted on until a full and complete request is received.

#### **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) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (c) 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 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.
- (d) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (e) 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:**  
Bob McGee, Project Manager  
Town Hall,  
Dept. Public Service  
155 Village Street  
Medway, MA 02053

**Contractor:**  
Bob Gorman - Owner  
Gorman Construction Inc.  
P.O. Box 195  
Raynham, MA 02767

## **ARTICLE 9. 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 Contract, 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. **Need Policy Endorsement**, signed by Insurance Company or on Insurance Co. letter head.
- (c) 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.
- (d) 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.
- (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 Contract.

## **ARTICLE 10: PERFORMANCE AND PAYMENT BONDS**

- (a) No Performance Bond required.
- (b) No Payment Bond required.

#### **ARTICLE 11: 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 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: 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

#### **ARTICLE 14: 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 15: GUARANTEE OF WORK**

- (a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- (b) If, within any guarantee period, 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 16: 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 thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

**ARTICLE 17: 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 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS 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, 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.

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 section 39F; chapter 30 section 39K; chapter 30 section 39M; chapter 30 section 39N; chapter 30 section 39O; chapter 30 section 39P; chapter 30 section 39R; chapter 149 section 34; chapter 149 section 34A; 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 19: 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.

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: Gorman Construction, Inc.

TOWN OF MEDWAY  
By its Board of Selectmen

By:  ROBERT GORMAN

Title: GORMAN CONSTRUCTION / PRESIDENT

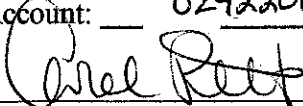
Article I. Corporate Seal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Effective Date: \_\_\_\_\_

Tom Holder 2.21.14  
Thomas Holder – Director  
Department of Public Service

Funding Source:  
Account: 02422010 5242

  
Town Accountant

Dated: 4/2/14

Approved as to availability of funds

  
Town Counsel

Dated: 3/7/2014

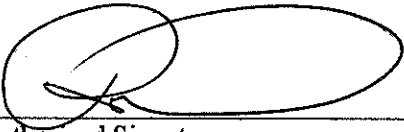
Approved as to Form

Exhibit C

**TAX COMPLIANCE CERTIFICATE**

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that GORMAN CONSTRUCTION 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

ROBERT GORMAN

Print Name

PRESIDENT

Title

GORMAN CONSTRUCTION INC.

Company

Exhibit D

**CERTIFICATE AS TO CORPORATE BIDDER**

I ROBERT GERMAN  
Certify that I am PRESIDENT / CLERK of the  
Corporation named as Bidder in the within Bid Form that ROBERT GERMAN  
who signed said Bid Form on behalf of the Bidder was then  
PRESIDENT / CLERK 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)

  
(Signature)

PRESIDENT / CLERK  
(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 E

**CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of the GERMAN CONSTRUCTION INC.  
(name of corporation)

held on 1/9/13 Directors were present or waived notice, it was voted that ROBERT GERMAN  
(date)

PRESIDENT of this company be and hereby is authorized to execute contracts and bonds  
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any  
contract or bond of obligation in this company's name on its behalf of such PRESIDENT  
(officer)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: \_\_\_\_\_

Place of Business:

137 CANA DEWE  
Roxbury, MA. 02767

I hereby certify that I am the PRESIDENT/CLERK of the GERMAN CONSTRUCTION INC.  
(Title) (Name of Corporation)

that ROBERT GERMAN is the duly elected PRESIDENT of said  
(Name of Officer) (Title)

company, and the above vote has not been amended or rescinded and remains in full force and effect as of  
the date of this contract.

Signature: [Signature]

Name/Title: ROBERT GERMAN PRES.

Date: 2/4/14  
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. Feb 4, 2014

Then personally appeared the above named Robert German and acknowledged the foregoing  
instrument to be his/her free act and deed before me.

Notary Public [Signature]  
My commission expires: 8-4-2017

JULIANNE BUSTIN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires August 4, 2017



Exhibit F

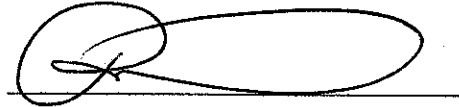
**CERTIFICATE OF NON-COLLUSION**

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:

GORMAN CONSTRUCTION INC.

Signature:



Name of Person signing Bid:

ROBERT GORMAN



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2014

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).

<b>PRODUCER</b> E A Kelley 450 Veterans Memorial Parkway Building 5 East Providence RI 02914		<b>CONTACT NAME</b> Barbara Kelley <b>AC No.</b> (401) 709-8331 <b>FAX No.</b> (800) 370-2924 <b>Address</b> barbarak@eakelley.com <b>PRODUCER CUSTOMER ID:</b> 134675	
<b>INSURED</b> Robert Gorman Construction Inc. PO BOX 195 Raynham MA 02767		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Atlantic Casualty Ins Co 42846 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
ITE		INBR	TYPE		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC		Y	L118000544-2	09/22/2013	09/22/2014	EACH OCCURRENCE \$ 1000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000,000 GENERAL AGGREGATE \$ 2000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

It is understood and agreed upon that the certificate holder is listed as an Additional Insured.

Remodeling contractor with incidental (15%) roof work.

<b>CERTIFICATE HOLDER</b> Town of Medway Attn: Bob McGee 155 Village St Medway MA 02053	<b>CANCELLATION</b> 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 <b>Katherine M. Kelley, AAI, CIC</b>
---	--

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# CERTIFICATE OF LIABILITY INSURANCE

ROBEGOR-01 NMEDEIROS

DATE (MM/DD/YYYY)

3/6/2014

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**  
Harrington Insurance Agency  
144 Colonial Street  
Taunton, MA 02780

**CONTACT**

PHONE (508) 822-1025 FAX (508) 880-0145  
E-MAIL ADDRESS

**INSURER(S) PROVIDING COVERAGE**

NAIC #

INSURER A: Arbela Indemnity Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Robert Gorman Construction, Inc.  
Po Box 186  
Raynham, MA 02767

**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.

TYPE OF INSURANCE	APPL. EGSR (MAR. YMD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	Limits
<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea. occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/PROP AGG \$
					\$
<b>AUTOMOBILE LIABILITY</b>					DESCRIBED SINGLE LIMIT (Ea. accident) \$
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	1020007556	10/25/2013	10/25/2014	BODILY INJURY (Per person) \$ 250,000
					BODILY INJURY (Per accident) \$ 500,000
					PROPERTY DAMAGE (PER ACCIDENT) \$ 250,000
					\$
<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
<b>EXCESS LIAB</b>					AGGREGATE \$
					\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STAT. TORT/LIMITS \$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory at HQ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			OTR-EX \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ASAP ACORD 101. Additional remarks schedule, if more space is required)

Carpentry

The intent of this information is for descriptive purposes only. Coverages are subject to policy terms, conditions, limits and exclusions. Please refer to the actual policy.

**CERTIFICATE HOLDER**

Town of Medway  
166 Village Street  
Medway, MA 02063

**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

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Harrington Insurance Agency		NAMED INSURED Robert Gorman Construction, Inc. Po Box 188 Raynham, MA 02787	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 28 FORM TITLE: Certificate of Liability Insurance

Remarks:

**TOWN OF MEDWAY - ADDITIONAL INSURED**  
Town of Medway is listed as additional insured by a signed contract or agreement with named insured.

# **AGENDA**

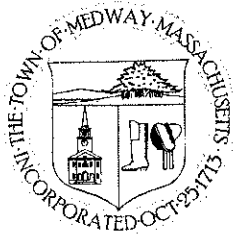
## **ITEM #4**

**Authorization of Chairman to Execute Contract for Town-wide Paving – Lorusso Corp. – Not to Exceed \$700,000 (2 yr contract)**

*Associated back up materials attached:*

- Memo re: contract
- Contract

**Proposed motion:** I move that the Board authorize the Chairman to execute a contract with Lorusso Corp. for town-wide paving, not to exceed \$700,000, and subject to available funding in fiscal year 2016.



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 7, 2014  
**RE: Lorusso Corporation contract for General Paving and Road Preparation.**

---

Please find attached three (3) copies of a contract for **Lorusso Corporation to General Paving and Road Preparation** contract for work in the upcoming pavement season.

Contract Amount: Not to exceed \$700,000.00  
Contract End: 12/31/2015  
Purpose: General paving and road preparation  
Bid Price: \$71.89 per ton asphalt installed \$74.50 per ton with Tack leveling installed. Asphalt has an escalation clause per new State Law. .

Received Bids:

<b>Lorusso</b>	<b>\$71.89; \$74.50</b>
Bevilacqua	\$75.65; \$72.55
D&R Paving	\$73.50; \$76.00
Aggregate	\$74.75; \$76.40
Lazaro	\$75.00; \$76.00
J.H. Lynch	\$84.00; \$97.00

Account numbers:  
00134222 - 5482  
0242102 - 5258

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

**AGREEMENT BETWEEN  
TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for (Bituminous Concrete Paving) (hereinafter referred to as the "Services"), by and between Lorusso Corporation, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 3 Belcher Street, Plainville, MA 02762, (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 21, 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 December 31, 2015.

**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 \$700,000.00 (seven hundred 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:**  
David Leighton  
Vice President  
Lorusso Corporation.  
3 Belcher Street  
Plainville, MA 02762

## 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**

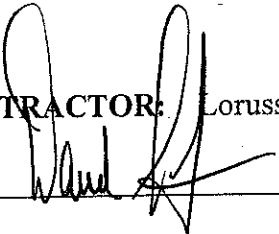
The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority 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.

**CONTRACTOR:** Lorusso Corporation

By:  \_\_\_\_\_

Date: 4/22/14

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: Lorusso Corporation

TOWN OF MEDWAY  
By its Board of Selectmen

By: [Signature]

Title: DAVID S. LEIGHTON, VICE PRES

Corporate Seal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature] 3.20.14  
Thomas Holder - Director  
Department of Public Service

Approved As To Form  
[Signature]  
Town Counsel  
Dated: 3/31/14

[Signature]  
Town Accountant  
Dated: 4/2/14

Funding Source:

Account: 10% 00134222-5482  
90% 0242102-5258

**STATEMENT OF STATE TAX COMPLIANCE**

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

I, David S. Leighton, Vice Pres authorized signatory  
(Name and Title)

for Lorusso Corporation, whose principal  
(Name of Contracting Party)

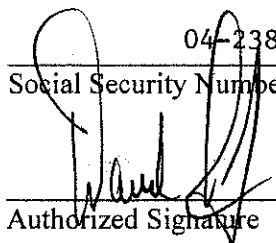
place of business is at, 3 Belcher St Plainville, MA 02762 do hereby certify

under the pains and penalties of perjury that Lorusso Corporation  
(Name of Contracting Party)

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

04-2381567

Social Security Number or Federal Identification Number

  
Authorized Signature

\_\_\_\_\_  
Corporate Officer (if applicable)

4/22/14  
Date



**CERTIFICATE OF AUTHORITY**

(to be filed if Contractor is a Corporation)

I, Gerard C. Lorusso, hereby certify that I am the duly qualified and acting  
(Secretary of the Corporation)

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

a meeting of the Directors of said Company, duly called and held on 1/6/14,  
(Date of Meeting)

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

VOTED:

To authorize and empower

David S. Leighton  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

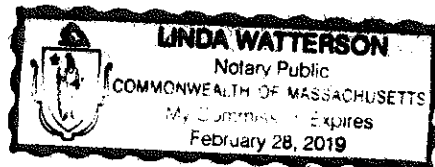
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: [Signature]  
(Secretary of Corporation)

A True Copy:

Attest: Linda Waterson  
(Notary Public)

My Commission Expires: 2/28/19  
(Date)



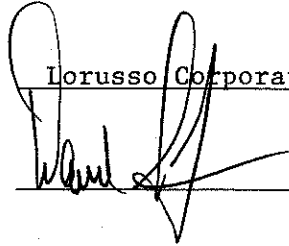
**CERTIFICATE OF NON-COLLUSION**

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:

Lorusso Corporation

Signature:



David S. Leighton

Name of Person signing Bid:

David S. Leighton







### ADDITIONAL REMARKS SCHEDULE

AGENCY The Driscoll Agency, Inc.		NAMED INSURED Lorusso Corp. 3 Belcher Street Plainville MA 02762	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Non-Contributory Basis for the conduct of the (Named) Insured, but only to the extent of that liability, as required by a signed written contractor or agreement with the Named Insured.

Town of Medway is included as Additional Insured for General Liability as required by a signed, written contract, or agreement with the Named Insured.

**PERFORMANCE BOND**

Bond No. 106027504

KNOW ALL MEN BY THESE PRESENTS that:

Lorusso Corporation, 3 Belcher Street, Plainville, MA 02762

(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Travelers Casualty and Surety Company of America, 350 Granite Street, Suite 1201, Braintree, MA 02184

(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, Town Hall

155 Village Street, Medway, MA 02053 as oblige, in the sum of

SEVEN HUNDRED THOUSAND AND NO/100THS dollars

(Contract amount)

(\$ 700,000.00), 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 22nd, 2014, entered into a contract with the Town of Medway for Bituminous Concrete Paving 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, Massachusetts to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town of Medway, Massachusetts 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.

Lorusso Corporation  
(Principal)

(Seal)

(Witness) DAVID S. LEIGHTON

Vice Pres

(Title)

Linda Watters  
(Witness)

Travelers Casualty and Surety Company of America  
BONDING COMPANY

By:

Timothy P. Lyons  
(Attorney-in-fact)  
Timothy P. Lyons

**PAYMENT BOND**

Bond No. 106027504

KNOW ALL MEN BY THESE PRESENTS that:

Lorusso Corporation, 3 Beicher Street, Plainville, MA 02762

(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Travelers Casualty and Surety Company of America, 350 Granite Street, Suite 1201, Braintree, MA 02184

(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, Massachusetts as oblige, in the sum of

SEVEN HUNDRED THOUSAND AND NO/100THS dollars

(Contract amount)

(\$ 700,000.00), 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 22nd, 2014, entered into a contract with the Town of Medway for Bituminous Concrete Paving 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.

Lorusso Corporation  
(Principal)

(Seal)

(Witness) DAVID S. LEIGHTON

Vice Pres

(Title)

Linda Watterson

(Witness)

Travelers Casualty and Surety Company of America  
BONDING COMPANY

By:

(Attorney-in-fact)

Timothy P. Lyons



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. 223428

Certificate No. 005682973

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

John C. Driscoll, Dennis W. Driscoll, Timothy P. Lyons, Claire Cavanaugh, Martin L. Donovan, and George G. Powers

of the City of Norwell, State of Massachusetts, 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 29th day of October, 2013.

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 29th day of October, 2013, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2014.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# **AGENDA**

## **ITEM #5**

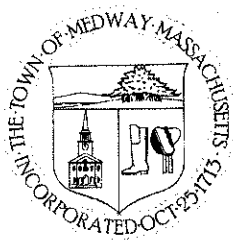
**Authorization of Chairman to Execute Contract with Carlo Molinari, Inc. for Asphalt and Concrete Repair, Catch Basin and Manhole Structures – Not to Exceed \$50,000**

*Associated back up materials attached:*

- Memo re: contract
- Contract

**Proposed motion:** I move that the Board authorize the Chairman to execute a contract with Carlo Molinari, Inc. in an amount not to exceed \$50,000 for the work stated.





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 7, 2014

RE: **Carlo Molinari Inc. contract for Asphalt and Concrete repair, Catch Basin & Manhole Structures.**

---

Please find attached three (3) copies of a contract for **Carlo Molinari Inc. for Asphalt and Concrete repair, Catch Basin & Manhole Structures** contract for work in the upcoming pavement season.

Contract Amount: Not to exceed \$50,000.00

Contract End: 3/31/2016

Purpose: **Asphalt and Concrete repair, Catch Basin & Manhole Structures**

Received Bids:	<b>Molinari</b>	Pacella
Catch Basin & Manhole Structure,		
1" – 3"	\$400	\$500
4" – 6"	\$500	\$750
7" – 12"	\$600	\$1,000
1' – 2'	\$950	\$1,250
3' – 4'	\$1,400	\$2,500
5' – 6'	\$2,200	\$3,750
7' – 8'	\$2,975	\$5,000
Asphalt repair /day	\$3,000	\$6,100
Concrete repair /day	\$3,000	\$6,100

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

**AGREEMENT BETWEEN  
TOWN AND CONTRACTOR**

THIS AGREEMENT for **Asphalt and Concrete repair, Catch basin & manhole structures**, (hereinafter referred to as the "Services"), shall be effective as of the date it becomes fully executed by all parties hereto and between **Carlo Molinari Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 39 Clark Street, West Medway, 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 to perform Asphalt and Concrete repair, Catch basin & manhole structures. 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 \$50,000.00 (fifty 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:**

Carlo Molinari Inc.  
Carlo Molinari, President  
39 Clark Street  
West Medway, 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) 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.

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: Carlo Molinari Inc.

TOWN OF MEDWAY  
By its Board of Selectmen

By: Carlo Molinari

\_\_\_\_\_

Title: President

\_\_\_\_\_

Corporate Seal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tom Holder 3-28-14  
Thomas Holder - Director  
Department of Public Service

DATE: \_\_\_\_\_

Carol Peet  
Town Accountant  
Dated: 4/3/14  
Available funds: \$38,860

Approved As To Form  
Carol Peet  
Town Counsel  
Dated: 4/3/14

Funding Source (multi-year contract):

Account: 01422052 - 5256



Exhibit B

**STATEMENT OF STATE TAX COMPLIANCE**

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

I, CARLO MOLINARI JR, PRESIDENT authorized signatory  
(Name and Title)

for CARLO MOLINARI INC, whose principal  
(Name of Contracting Party)

place of business is at, 39 CLARK ST. Medway MA 02053 do hereby certify

under the pains and penalties of perjury that CARLO MOLINARI INC  
(Name of Contracting Party)

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

04-2745597  
Social Security Number or Federal Identification Number

[Signature] President  
Authorized Signature

Carlo Molinari III Treasurer  
Corporate Officer (if applicable)

3/27/14  
Date

Exhibit C

**CERTIFICATE AS TO CORPORATE BIDDER**

I CARLO MOLINARI III

Certify that I am TREASURER of the

Corporation named as Bidder in the within Bid Form that CARLO MOLINARI JR

\_\_\_\_\_ who signed said Bid Form on behalf of the Bidder was then

President 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)

Carlo Molinari III  
(Signature)

TREASURER  
(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, CARLO MOLINARI III, hereby certify that I am the duly qualified and acting  
(Secretary of the Corporation)

Secretary of CARLO MOLINARI INC and I further certify that at  
(Name of Corporation)

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

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

VOTED:

To authorize and empower

✓ [Signature]  
✓ Carlo Molinari III  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: Carlo Molinari III  
(Secretary of Corporation)

A True Copy:

Attest: [Signature]  
(Notary Public)

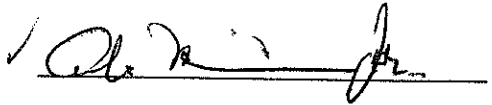
My Commission Expires: MARCH 5, 2015  
(Date)



**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: CARLO MOLINARI INC

Signature: 

Name of Person signing Bid: CARLO MOLINARI, President

**PERFORMANCE BOND**

Bond No. 012022080

KNOW ALL MEN BY THESE PRESENTS that:

Carlo Molinari, Inc., 39 Clark Street, Medway, MA 02053  
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

The Ohio Casualty Insurance Company  
(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, Massachusetts as oblige, in the sum of

Fifty Thousand and 00/100----- dollars  
(Contract amount)

(\$ 50,000.00), 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 \_\_\_\_\_, 2014, entered into a contract with the Town of Medway for \*\*\* \_\_\_\_\_ in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor. \*\*\* - Asphalt and Concrete Repair, Catch Basin & Manhole Structures in Medway, MA

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 or 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.

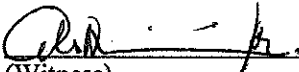
**PERFORMANCE BOND**

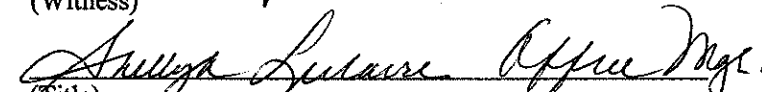
The term "'balance of the contract price", as used in this paragraph, shall mean the total amount payable by Town of Medway, Massachusetts to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town of Medway, Massachusetts to Contractor. No right of action shall 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 28 day of MARCH, 2014.

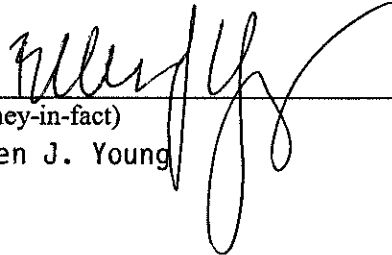
Carlo Molinari, Inc.  
(Principal)

(Seal)

  
(Witness)

  
(Title)

\_\_\_\_\_  
(Witness)  
The Ohio Casualty Insurance Company  
BONDING COMPANY

By:   
(Attorney-in-fact)  
Ellen J. Young

**PAYMENT BOND**

Bond No. 012022080

KNOW ALL MEN BY THESE PRESENTS that:

Carlo Molinari, Inc.

(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

The Ohio Casualty Insurance Company

(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, Massachsuetts as oblige, in the sum of

Fifty Thousand and 00/100----- dollars

(Contract amount)

(\$ 50,000.00), for payment whereof Contractor and Surety bind themselves,

(Number)

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

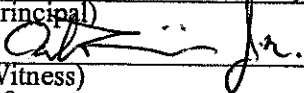
WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 2014, entered into a contract with the Town of Medway for \*\*\* \_\_\_\_\_ in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor. \*\*\* - Asphalt and Concrete Repair, Catch Basin and Manhole Structures in Medway, MA

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 28 day of MARCH, 2014.

Carlo Molinari, Inc.

(Principal)



(Seal)

(Witness)

President

(Title)

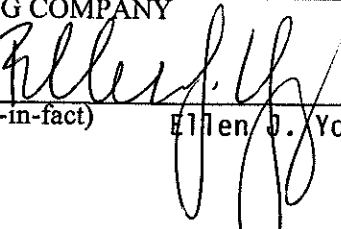


(Witness)

The Ohio Casualty Insurance Company

BONDING COMPANY

By:



(Attorney-in-fact)

Ellen J. Young

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6391542

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

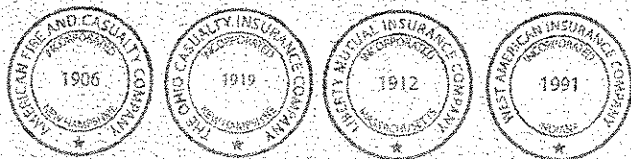
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina D. Hickey; Donna M. Robie; Eileen M. Ryan; Ellen J. Young; Ellen M. Dolan; Frank J. Smith; Paul C. Cook Jr; William J. Dobbins, Jr.

all of the city of Natick, state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of December, 2013.



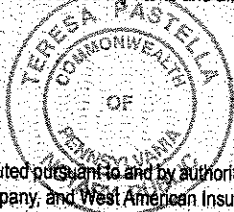
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of December, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





# 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).

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	<b>CONTACT NAME:</b> Construction <b>PHONE (A/C No. Ext):</b> (508) 651-7700 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Carlo Molinari Inc 39 Clark Street Medway MA 02053	<b>INSURER A:</b> Union Insurance Co	
	<b>INSURER B:</b> Acadia Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: MASTER 2013**      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPA0174364-17	4/20/2013	4/20/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$1,000. DED. <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL		MAA0175065-17	4/20/2013	4/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUA0175067-17	4/20/2013	4/20/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>B</b> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCA0175066-17	4/20/2013	4/20/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 TOWN OF MEDWAY IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY, AUTO AND UMBRELLA LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b> TOWN OF MEDWAY DEPARTMENT OF PUBLIC SERVICES 155 VILLAGE STREET MEDWAY, MA 02053	<b>CANCELLATION</b> 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 Rosemary Fulham/PMA
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# **AGENDA**

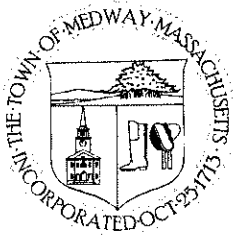
## **ITEM #6**

**Authorization of Chairman to  
Execute Contract with Murray  
Paving & Reclamation, Inc. for  
Pavement Grind, Grade and Roll  
Reclaim and Berm Mix Installation  
– Not to Exceed \$50,000**

*Associated back up materials attached:*

- Memo re: contract
- Contract

**Proposed motion:** I move that the Board authorize the Chairman to execute a contract with Murray Paving & Reclamation, Inc. in an amount not to exceed \$50,000 for the purposes stated.



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 7, 2014  
RE: **Murray Paving and Reclamation Inc. contract for Reclaim and Berm Mix.**

---

Please find attached three (3) copies of a contract for **Murray Paving and Reclamation Inc. for Reclaim and Berm Mix** contract for work in the upcoming pavement season.

Contract Amount: Not to exceed \$50,000.00  
Contract End: 3/31/2016  
Purpose: Reclaim and Berm Mix  
Bid Price: Grind, roll, grade, Reclaim & Berm Mix

Received Bids:	Reclaim	Berm Mix
<b>Murray</b>	<b>\$1.32 per sy;</b>	<b>\$4.25 lin feet</b>
Garrity	\$1.75	
J&L Musto		\$7.00
J.H. Lynch		\$8.00
Molinari		\$8.00

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

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

**AGREEMENT BETWEEN  
TOWN AND CONTRACTOR**

THIS AGREEMENT for **Pavement Grind, Grade & Roll Reclaim and Berm Mix Installation**, (hereinafter referred to as the "Services"), shall be effective as of the date it becomes fully executed by all parties hereto and between **Murray Paving & Reclamation Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 55 Whitney Street, Holliston, MA 01746 (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 Grind, Grade, Roll & Berm Mix Installation. 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 \$50,000.00 (fifty 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:**

Murray Paving and Reclamation Inc.  
Stephen Johnson – Treasurer  
55 Whitney Street  
Holliston, MA 01746

## 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: Murray Paving and Reclamation, Inc.

TOWN OF MEDWAY  
By its Board of Selectmen

By: *Sh*

Title: TREASURER

Corporate Seal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Tom Holder* 3-28-14  
Thomas Holder - Director  
Department of Public Service

DATE: \_\_\_\_\_

*Carol Pitt*  
Town Accountant  
Dated: 4/3/14

Approved As To Form  
*Dee*  
Town Counsel  
Dated: 4/3/14

Funding Source (multi-year contract):

Account:  
  
00134222 - 5482

Exhibit B

**STATEMENT OF STATE TAX COMPLIANCE**

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

I, Stephen E Johnson TREASURER authorized signatory  
(Name and Title)

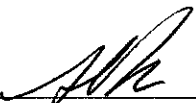
for MURRAY PAVING + RECLAMATION INC, whose principal  
(Name of Contracting Party)

place of business is at, 55 WHITBY ST HOLLISTON MA 01746 do hereby certify

under the pains and penalties of perjury that MURRAY PAVING + RECLAMATION INC  
(Name of Contracting Party)

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

043178122  
Social Security Number or Federal Identification Number

  
Authorized Signature

TREASURER  
Corporate Officer (if applicable)

3/25/14  
Date

CERTIFICATE AS TO CORPORATE BIDDER

I Arnold G Johnson

Certify that I am CLERK - PRESIDENT of the

Corporation named as Bidder in the within Bid Form that Stephen E Johnson

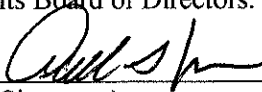
\_\_\_\_\_ who signed said Bid Form on behalf of the Bidder was then

TREASURER 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)

  
(Signature)

CLERK - PRESIDENT  
(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.

**CERTIFICATE OF AUTHORITY**

(to be filed if Contractor is a Corporation)

I, Arnold B Johnson, hereby certify that I am the duly qualified and acting  
(Secretary of the Corporation)

Secretary of Medway Paving + Reclamation Inc and I further certify that at  
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 11/14,  
(Date of Meeting)

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

VOTED:

To authorize and empower

Stephen E Johnson Treasurer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

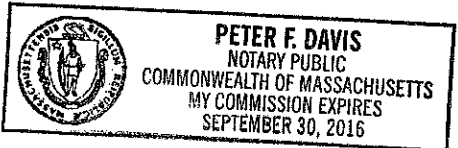
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: [Signature]  
(Secretary of Corporation)

A True Copy:

Attest: [Signature]  
(Notary Public)

My Commission Expires: 9/30/16  
(Date)



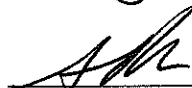
CERTIFICATE OF NON-COLLUSION

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:

MULLIGAN PAVING + RECLAMATION INC

Signature:



Name of Person signing Bid:

Stephen E Johnson



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2014

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 HART INSURANCE AGENCY, INC. 243 MAIN STREET PO BOX 700 BUZZARDS BAY, MA 025320700	CONTACT NAME: Laura J Murphy	
	PHONE (A/C, No, Ext): 508-759-7326 x207 FAX (A/C, No): 508-759-7366 E-MAIL ADDRESS: lmurphy@hartinsuranceagency.com	
INSURED Murray Paving & Reclamation Inc 55 Whitney Street PO Box 6438 Holliston, MA 01746	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: SAFETY INSURANCE COMPANY	39454
	INSURER B: SAFETY INDEMNITY INSURANCE CO	33618
	INSURER C: PRIINCETON E&S INSURANCE CO	42226
	INSURER D: EASTGUARD INSURANCE COMPANY	14702
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1 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.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CP00002403	04/01/2013 04/01/2014	04/01/2014 04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6209684	04/01/2013 04/01/2014	04/01/2014 04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			82A3UB0000043-00	04/01/2013 04/01/2014	04/01/2014 04/01/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			MUWC234672	04/01/2013 04/01/2014	04/01/2014 04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

operations as performed by Terms & Conditions in the policy.

Insured as respects Liability performed by named insured

CERTIFICATE HOLDER Town of Medway DPS 155 Village 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 

**PERFORMANCE BOND**

**(PUBLIC CONTRACT - COMMONWEALTH OF MASSACHUSETTS)**

Bond No. PRF09136151

**KNOW ALL MEN BY THESE PRESENTS:**

That **Murray Paving & Reclamation, Inc., 55 Whitney Street, Holliston, MA 01746**

as Principal, hereinafter called Contractor, and **Fidelity and Deposit Company of Maryland, 100 High Street - Suite 1400, Boston, MA 02110**

as Surety, hereinafter called Surety, are held and firmly bound unto **Town of Medway, DPS, 155 Village Street,**

as Obligee, hereinafter called Owner, in the penal sum of **Fifty Thousand And No/100THS**

**DOLLARS (\$50,000.00)**

for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated **22nd day of April, 2014**

entered into a contract with Owner for **Pavement Reclamation and Berm Items, Medway, MA**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements for said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on April 22, 2014

**Murray Paving & Reclamation, Inc.**

Witness as to Principal:

By

**Fidelity and Deposit Company of Maryland**

By   
**Donna M. Robie, Attorney-in-Fact**



**PAYMENT BOND**

**(PUBLIC CONTRACT - COMMONWEALTH OF MASSACHUSETTS)**

Bond No. PRF09136151

**KNOW ALL MEN BY THESE PRESENTS:**

That Murray Paving & Reclamation, Inc., 55 Whitney Street, Holliston, MA 01746

as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland, 100 High Street - Suite 1400, Boston, MA 02110

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Medway, DPS 155 Village Street,

as Obligee, hereinafter called Owner, in the penal sum of Fifty Thousand And No/100THS

DOLLARS (\$50,000.00 )

for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 22nd day of April, 2014

entered into a contract with Owner for Pavement Reclamation and Berm Items, Medway, MA

NOW, THEREFORE, if the Contractor and his subcontractors shall pay for labor performed and materials used or employed in the employed in the prosecution of the work provided for in said contract and for all other items of the kind and nature specified in Chapter 149, Section 29, of the General Laws of Massachusetts, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that in order to obtain the benefits of this bond, all claimants shall comply with all the provisions of said of said Chapter 149, Section 29, which are pertinent to their claims, and all rights and liabilities on this bond shall be determined and limited by said section to the same extent as if this were copied at length herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on April 22, 2014

Murray Paving & Reclamation, Inc.

Witness as to Principal:

Chris Farn

By Shirley Taha

Fidelity and Deposit Company of Maryland

Chris Farn

By Donna M. Robie  
Donna M. Robie, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Frank J. SMITH, Donna M. ROBIE, Christina D. HICKEY and Ellen J. YOUNG, all of Natick, Massachusetts, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Thomas O. McClellan*  
*Vice President*  
*Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 11th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 20 14.



James M. Carroll, Vice President

# **AGENDA**

## **ITEM #7**

### **Authorization of Chairman to Execute Change Order – Gale Assoc. – Design and Engineering Oversight of Hanlon Field Improvements – \$19,770**

*Associated back up materials attached:*

- Gale Assoc. change order proposal

**Proposed motion:** I move that the Board authorize the execution of change order number two with Gale Associates for design and engineering oversight of Hanlon Field improvements in an amount not to exceed \$19,770.



Gale Associates, Inc.

163 Libbey Parkway | P.O. Box 890189 | Weymouth, MA 02189-0004

P 781.335.6465 F 781.335.6467 www.galeassociates.com

April 3, 2013

Mr. Thomas Holder  
Department of Public Services  
Town of Medway  
155 Village Street  
Medway, MA 02053

Re: Change Order No. 2 - Hanlon Field Turf Replacement  
Medway Athletic Facilities Improvements  
Gale JN 715821

Dear Mr. Holder:

Gale Associates, Inc. (Gale) is hereby requesting Change Order No. 2 for additional services not included in our original contract for the above referenced project. These additional services generally include design services related to the replacement of the infilled synthetic turf system at Hanlon Field.

We have provided a Scope of Services for the services included within proposed Change Order No. 2, along with a fee breakdown (Enclosure 1). Gale can complete this additional Scope of Services for a fixed fee of \$19,770.00. This fee includes minor reimbursable items, such as mileage, etc. The services under this change order will be completed under the Terms and Conditions of our current agreement.

If this change order proposal is acceptable, please execute the Project Change Order Form provided as Enclosure 2 and return a copy to this office as authorization of the services outlined herein. Alternatively, you may wish to provide us with a contract amendment for these services.

Should you have any questions regarding this request, please do not hesitate to contact me directly at (781) 335-6465 or wjs@gainc.com.

Very truly yours,

GALE ASSOCIATES, INC.

  
William J. Seymour, P.E.  
Director, Civil Engineering Division

WJS/cmh

Enclosure 1: Scope of Services, Fee Breakdown  
Enclosure 2: Project Change Order Form

G:\715821\Contract\Change Order\Change Order Request No. 2 Letter.doc

Boston  
Baltimore  
Orlando  
San Francisco



**MEDWAY ATHLETIC FACILITIES IMPROVEMENTS**

**SCOPE OF SERVICES**

**Project Background.**

Gale will provide design services related to the replacement of the infilled synthetic turf system at Hanlon Field. For purposes of this change order proposal we have assumed the following:

- The project scope will generally include:
  - The demotion and removal of the existing turf system.
  - The removal of the segmental anchor curb and replacement with a cast in place concrete curb.
  - The installation of a new infilled synthetic turf system and associated appurtenances and markings.
  - The recoating and remarking of the existing track and field facility, potentially as an alternate bid item.
- The construction project under this change will be bid as part of the current athletic fields project, as a single bid package with one general contractor.
- The services under this change order will be performed under the same milestone schedule and in accordance with our current terms and conditions.

**Phase 1 - Background Investigation, Survey.**

- Gale will complete an existing conditions and topographic survey of the project area. This survey will not involve a boundary survey, nor be stamped by a Professional Land Surveyor (PLS).
- Gale will complete an evaluation of the exiting track and turf field to identify repairs or modifications required. We will review record plans for the original construction.
- Gale will meet with school officials to finalize the turf replacement project scope, milestone schedule and budget.
- Gale will observe several test pits within the vicinity of the turf field and anchor curb.

**Phase 2 - Design Development.**

- Gale will prepare plans for the turf system, anchor curb replacement and the limited track renovation.



- Gale will prepare an engineer's cost estimate for the turf and track renovations.
- Gale will meet with school officials at the 50% and 90% design development stages.

**Phase 3 - Bid Period Services.**

- Gale will prepare construction documents for the proposed turf and track renovation project (plans specifications and details), and incorporate them into the overall athletic facilities improvements project bid documents.

**Phase 4 - Construction Period Services.**

- Due to the additional project complexity, we assume this change order will result in an additional four (4) hours per week during construction (additional submittals, RFIs, change orders etc.) and will increase the overall project length by one (1) week.

G:\715821\Contract\Change Order\Change Order No. 2 Scope.docx

**PROJECT BUDGET ESTIMATE FOR: Medway Athletic Facilities  
Improvements - Change Order 2 - Hanlon Field**

Element of Scope / Task	Proj Prin. 185	Proj Mgr. 150	Proj Eng. 120	Land Arch 120	Field Eng. 120	SrCAD 110	Admin. 100	Total Hours	Task Cost
<b>Phase 1 - PRELIMINARY SITE INVESTIGATIONS</b>									
Phase 1 - Background Investigation, Survey	2	4	10		13	14	2	42	\$ 5,110.00
Phase 2 - Design Development		2	14	8		20	6	50	\$ 5,740.00
Phase 3 - Bid Period Services		2	8				4	14	\$ 1,660.00
Phase 4 - Construction Period Services (4 hrs x 12 wks)		6	48				6	60	\$ 7,260.00
<b>TOTAL HOURS</b>	2	14	80	8	10	34	18	166	
<b>TOTAL FEE ESTIMATE</b>	\$ 370.00	\$ 2,100.00	\$ 9,600.00	\$ 960.00	\$ 1,200.00	\$ 3,740.00	\$ 1,800.00		\$ 19,770.00





# PROJECT CHANGE ORDER FORM - ADDITIONAL SERVICES AUTHORIZATION

Client: Town of Medway

Date: 3-Apr-14

Existing Project Number: 715821

Requested By: WJS

Existing Project Name: Medway Athletic Facilities Improvements Project

New Project/Phase/Task Name and Number: Phase 8 - Hanlon Field

### Additional Services Requested

Owner Requested Change:	<input type="checkbox"/>	Value Engineering:	<input type="checkbox"/>
Scope Change:	<input checked="" type="checkbox"/>	Other:	<input type="checkbox"/>
<b>Additional Services to Include the Following:</b>		Engineering services related to the replacement of the infilled turf system at Hanlon Field.	

### Additional Engineering Fee

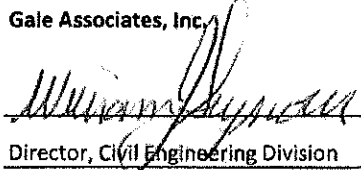
Lump Sum:	<input checked="" type="checkbox"/>	Hourly:	<input type="checkbox"/>
Hourly Not-to-Exceed:	<input type="checkbox"/>	No Fee:	<input type="checkbox"/>
<b>For the Amount of:</b>	\$ 19,770.00		
<b>Fee Summary:</b>			
Fee Prior to This Change Order	\$	73,135.00	
Amount of This Change Order	\$	19,770.00	
<b>Total New Fee</b>	\$	<b>92,905.00</b>	

1. Additional services will be provided in accordance with the Base Agreement dated January 15, 2014.
2. Additional services will commence upon return of a signed Additional Services Authorization Form.

Accepted by: Town of Medway

Gale Associates, Inc.

Name: \_\_\_\_\_

  
\_\_\_\_\_

Title: \_\_\_\_\_

Director, Civil Engineering Division

Date: \_\_\_\_\_

3-Apr-14

# **AGENDA**

## **ITEM #8**

**Presentation – Insurance Advisory  
Committee Approved Fiscal Year  
2015 Health Insurance Rates**

*No associated back up materials.*

Sue Ellis, HR Director and Representative from EBS Foran  
Insurance and Advisory Services, Inc. to present.

# **AGENDA**

## **ITEM #9**

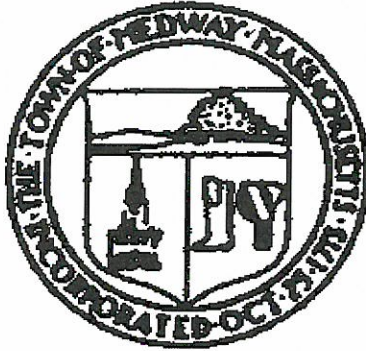
### **Presentation – ICMA Finance Performance Indicators**

*Associated back up materials attached:*

- Report prepared by Melanie Phillips, Finance Dir., Treasurer, Collector

**TOWN OF MEDWAY**

**FINANCIAL TREND MONITORING**



**PREPARED IN FISCAL YEAR 2014**

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### Financial Indicator Analysis

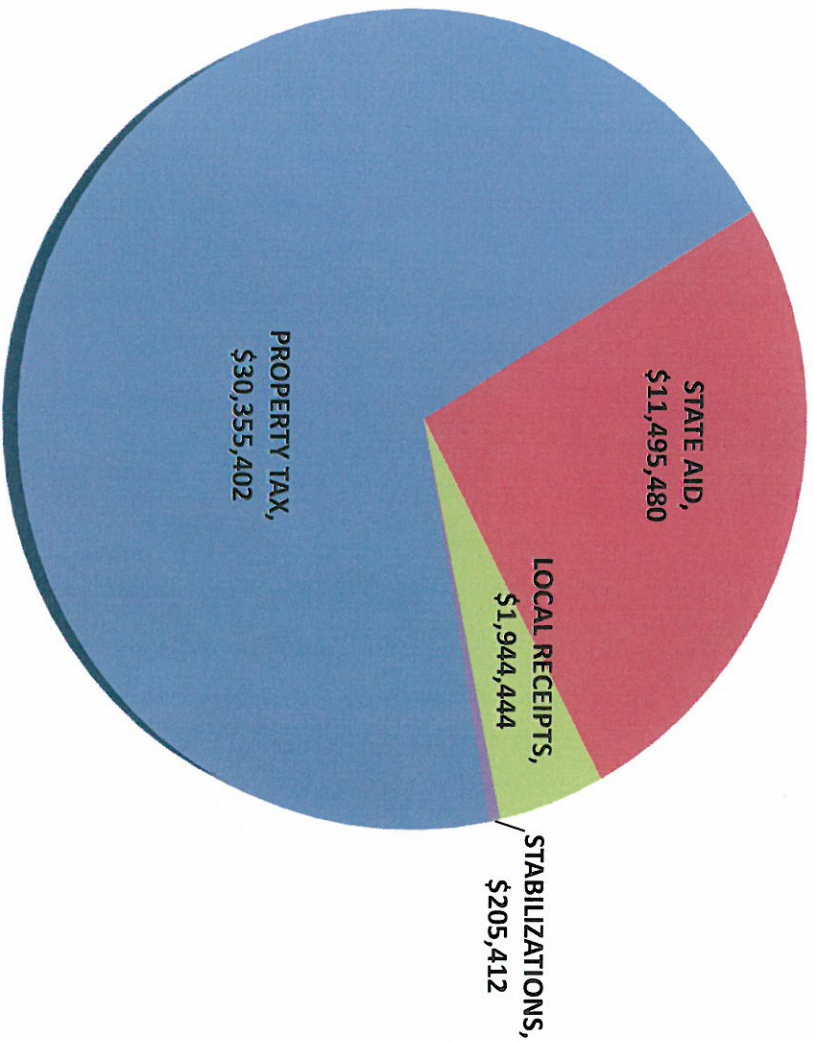
- 1 Sources of Revenue - FY 14
- 2 Current Budgeted Expenditures - FY 14
- 3 Property Tax Revenue
- 4 Uncollected Property Taxes
- 5 State Aid - Actual and Constant Dollars
- 6 State Aid as a Percentage of Operating Revenues
- 7 Revenues Related to Economic Growth
- 8 Revenue Per Capita - Actual
- 9 Revenues Per Capita - Constant Dollars
- 10 Operating Expenditures Per Capita
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- 13 Debt Service
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- 15 Revenues Per Capita Actual vs. Constant
- 16 Reserves & Fund Balance
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#### OTHER:

#### ANALYSES OF TAXPAYER RATES:

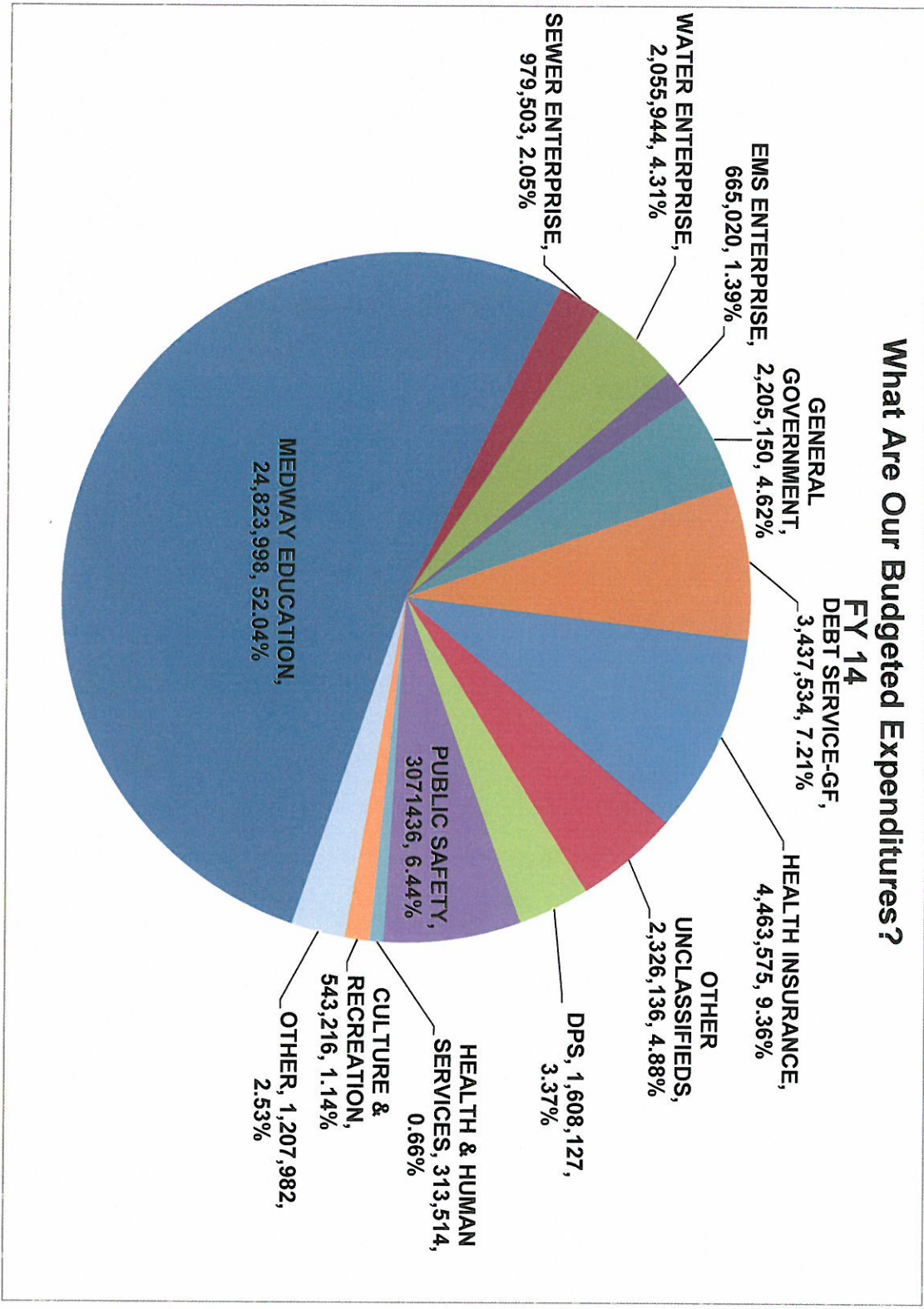
1. 2014 TAX RATE
2. 2014 DEBT EXCLUSIONS BY PURPOSE
3. 2014 WATER RATE
4. 2014 SEWER RATE

**TOWN OF MEDWAY  
ESTIMATED Sources of Revenue  
FY 14**



The Town of Medway relies on property taxes as its main source of revenue like all communities in Massachusetts. The level of state aid we receive is a significant part of the revenue as well. State aid can be a "double-edged sword" in that its receipt helps fund many of Medway's operations, but at the same time is a source over which we have little or no control. State aid is subject to reduction in economic downturns, when a community might have greater need for the aid as local receipts also decline. These secondary revenue sources are not stable and unfortunately are both subject to the same trends. Massachusetts cities and towns do not have a revenue source that thrives in recessions that would offset the loss of other revenues. This is one reason that a communities reserves are important.

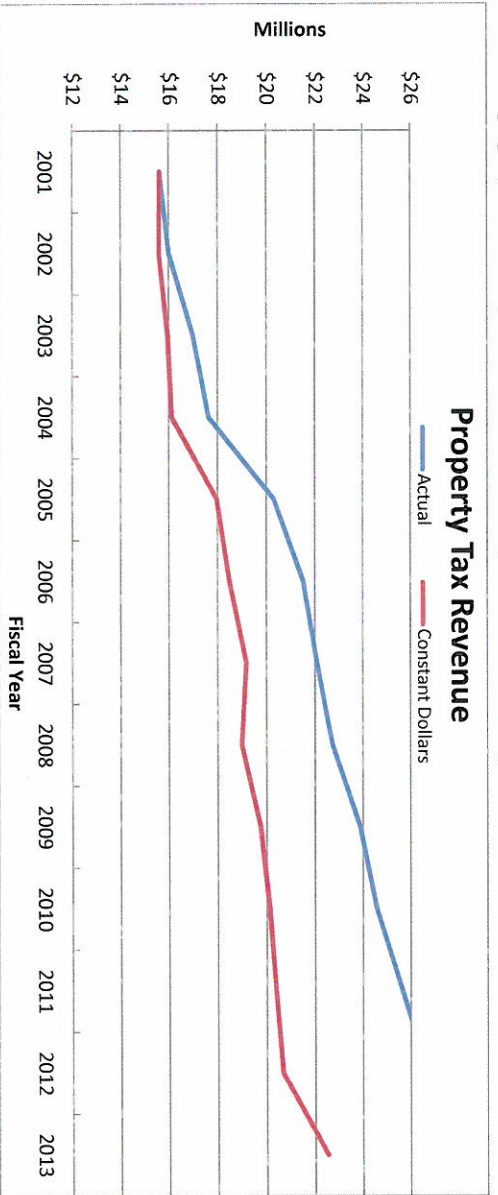
### What Are Our Budgeted Expenditures?



The Town of Medway is similar to other communities in that the majority of its operating revenues are spent on the education of its children. It is no surprise that debt service and health insurance are two of our bigger remaining expenditures. The Town has recently built a new High School, extended the sewer service, addressed many previously deferred capital needs and is ending a major renovation of the middle school. It is unfortunate that many infrastructural and capital projects were deferred in past years. The current interest rate environment coupled with the Town's improved bond rating, have allowed the Town to address a large number of items at very low borrowing costs. Health Insurance costs have increased, but HR has worked hard to contain costs. It is speculated that costs will go down in the next few years. Fiscal year 2013 and 2014 Health Insurance rates were negotiated to a 0% increase from FY 2012 rates. At this time the Town's plan continues to outperform the State GIC plan in both provided services for the money and for lower rate increases.

### 3 - Property Tax Revenue

A decline in property tax revenues (measured in constant dollars) is considered a warning indicator.



Medway Trend
Favorable
Marginal
Unfavorable
Uncertain

Property Tax is the Town's primary revenue source. Although it is our primary revenue source, increases in this source are limited by Proposition 2 1/2. Since our secondary revenue sources, particularly state aid, have remained fairly constant, Medway has been able to sustain its budgets under the constraints of Prop 2 1/2.

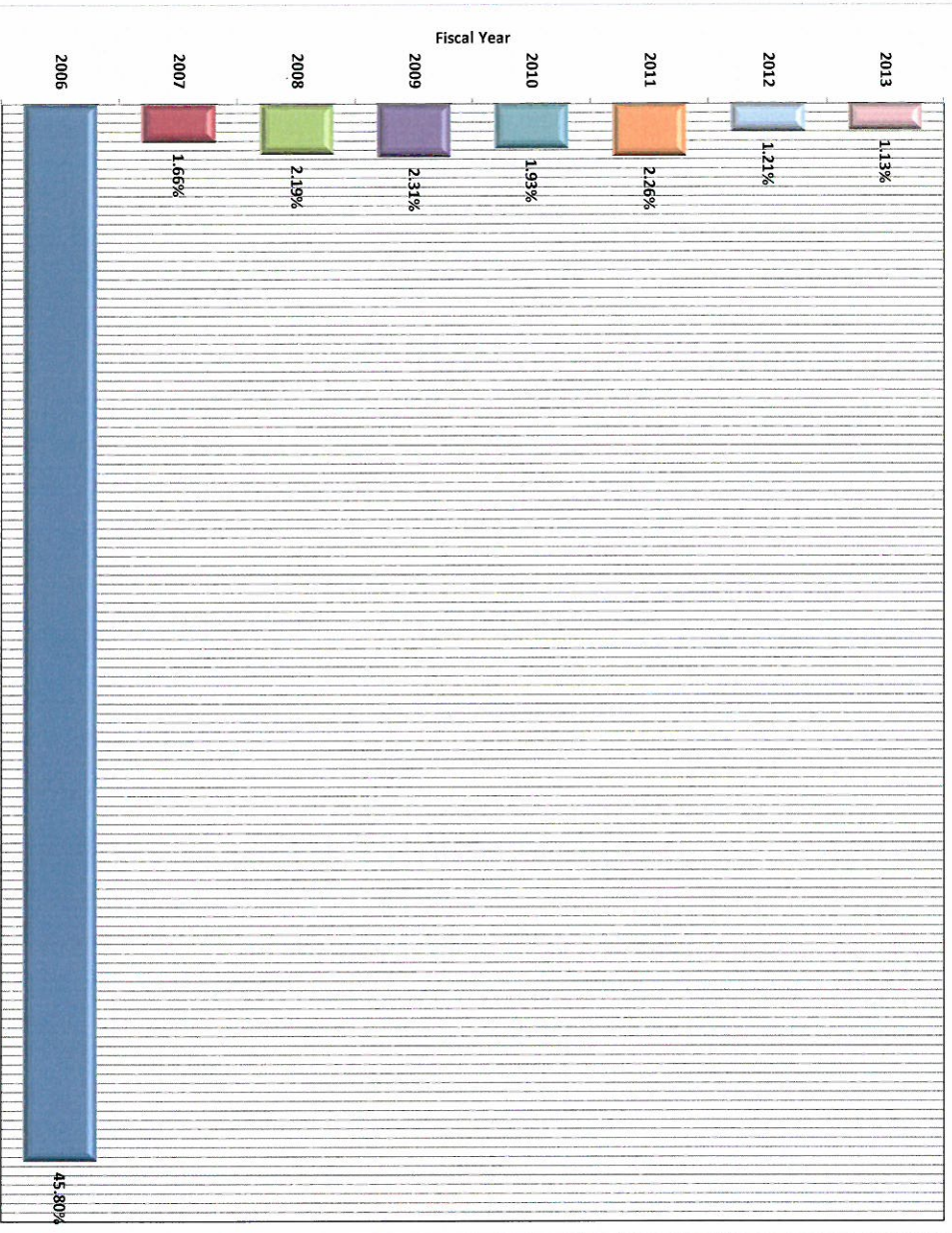
Formula	Property Tax Revenues (Constant Dollars)												
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Property Tax Total	\$ 15,620,974	\$ 16,926,148	\$ 18,558,865	\$ 19,318,492	\$ 21,851,931	\$ 23,491,276	\$ 24,284,391	\$ 24,700,122	\$ 25,899,104	\$ 26,675,812	\$ 27,415,847	\$ 28,421,709	\$ 29,548,243
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Property Tax Revenue	\$ 15,620,974	\$ 16,010,196	\$ 16,995,395	\$ 17,635,466	\$ 20,309,630	\$ 21,534,585	\$ 22,091,647	\$ 22,752,238	\$ 23,895,164	\$ 24,581,478	\$ 25,654,628	\$ 26,721,953	\$ 27,530,868
CPI - U, Adjustment for constant dollars (2000 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Property Tax Revenue (constant dollars)	\$ 15,620,974	\$ 15,602,812	\$ 15,961,835	\$ 16,120,247	\$ 17,972,709	\$ 18,484,415	\$ 19,185,126	\$ 19,001,045	\$ 19,709,655	\$ 20,128,248	\$ 20,385,570	\$ 20,667,423	\$ 22,540,236
Percent Change - Property Tax Revenue (constant dollars)		-0.1%	2.3%	1.0%	11.5%	2.8%	3.8%	-1.0%	4.0%	1.8%	1.3%	1.4%	9.1%



#### 4 - Uncollected Property Taxes

Uncollected property taxes (as a percent of the property tax levy) of 3-8 percent is considered a warning indicator by the Bond rating organizations.

### Uncollected Taxes as a Percentage of Net Property Tax Levy



Uncollected Taxes as a Percentage of Net Property Tax Levy

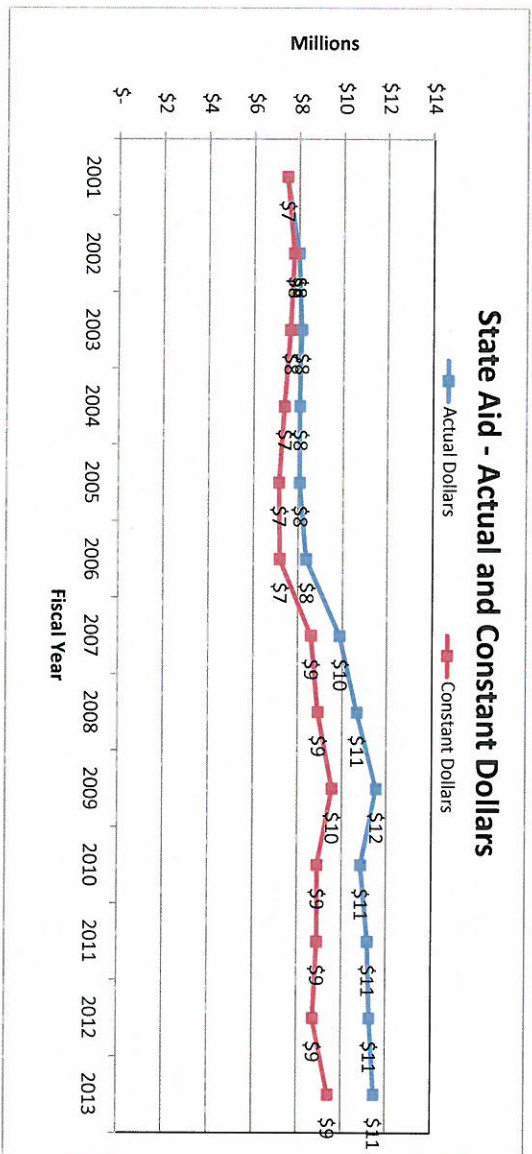
Fiscal Year	2006	2007	2008	2009	2010	2011	2012	2013
Residential Property Tax Levy	\$ 20,840,115	\$ 21,717,413	\$ 22,093,863	\$ 22,943,700	\$ 23,460,897	\$ 23,996,191	\$ 24,586,940	\$ 25,579,647
Commercial Property Tax Levy	\$ 903,054	\$ 935,905	\$ 945,816	\$ 1,052,982	\$ 1,135,808	\$ 1,193,981	\$ 1,269,861	\$ 1,328,242
Industrial Property Tax Levy	\$ 909,261	\$ 909,418	\$ 930,693	\$ 935,263	\$ 952,996	\$ 999,977	\$ 980,863	\$ 1,029,344
Personal Property Tax Levy	\$ 676,448	\$ 721,812	\$ 751,025	\$ 971,729	\$ 1,143,844	\$ 1,272,679	\$ 1,564,931	\$ 1,659,491
Property Tax Subtotal	\$ 23,328,878	\$ 24,284,548	\$ 24,721,397	\$ 25,903,674	\$ 26,693,545	\$ 27,462,828	\$ 28,402,595	\$ 29,596,724
Reserved for Abatement & Exemptions	\$ 355,026	\$ 245,815	\$ 252,541	\$ 344,525	\$ 437,530	\$ 308,940	\$ 327,486	\$ 339,256
Net Property Tax Levy	\$ 22,973,852	\$ 24,038,733	\$ 24,468,856	\$ 25,559,149	\$ 26,256,025	\$ 27,153,888	\$ 28,075,109	\$ 29,257,468
Uncollected Taxes as of June 30	\$ 10,521,297	\$ 398,303	\$ 535,995	\$ 590,805	\$ 507,333	\$ 614,941	\$ 339,584	\$ 329,905
Uncollected Taxes as a Percentage of Net Property Tax Levy	45.80%	1.66%	2.19%	2.31%	1.93%	2.26%	1.21%	1.13%

MEDWAY Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

An increase in uncollected property taxes may indicate an inability by property owners to pay their taxes due to economic conditions. Additionally, as uncollected property taxes rise, liquidity decreases, resulting in less cash on hand for the Town to invest. Bond rating organizations generally consider uncollected taxes in excess of 5% as a warning trend.  
**Note: FY 2006 RE tax bills were not mailed until June and thus the large balance due at FY end.**

## 5 - State Aid - Actual and Constant Dollars

Reductions in State Aid are considered a warning indicator, particularly if the Town does not have adequate reserves or other revenues to offset cuts.



MEDWAY Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

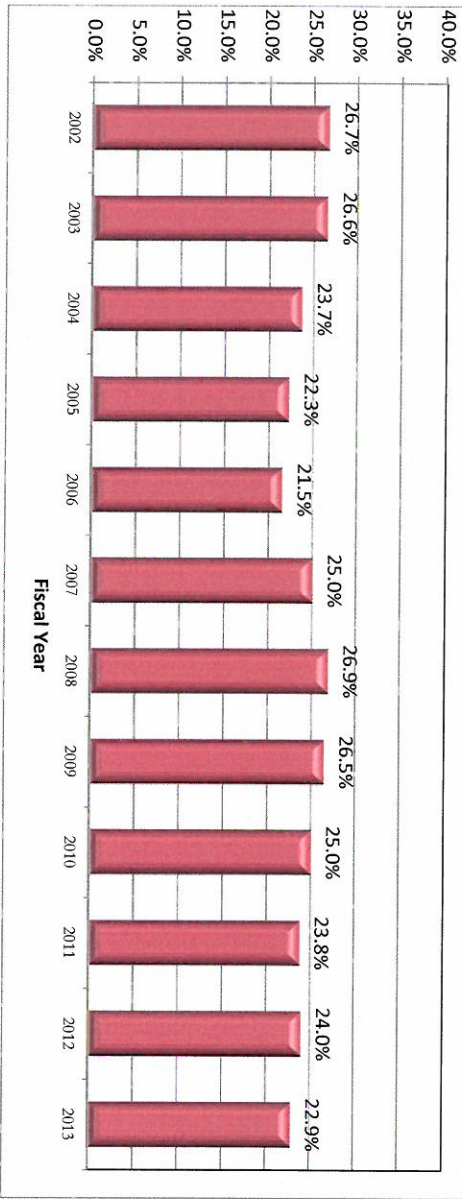
State Aid is the second largest source of revenue for the Town of Medway. Reductions in funding or in constant dollars of funding are a warning indicator. State Aid for Medway has remained fairly constant at FY 2000 levels adjusted for inflation.

Formula	State Aid / Operating Revenues												
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
State Aid (actual)	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
CPI - U, Base Period = 1982-1984	191.5	196.5	203.9	209.5	216.4	223.1	220.512	229.306	231.462	233.868	240.997	247.6	233.9
CPI - U, Adjustment for constant dollars (2000 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Adjusted State Aid (constant dollars)	\$ 7,458,618	\$ 7,780,588	\$ 7,624,071	\$ 7,358,664	\$ 7,137,101	\$ 7,181,000	\$ 8,587,713	\$ 8,911,396	\$ 9,554,451	\$ 8,894,209	\$ 8,892,097	\$ 8,726,164	\$ 9,411,648

## 6 - State Aid as a Percentage of Operating Revenues

Reductions in State Aid as a percentage of operating revenues is considered a warning indicator, particularly if the Town does not have adequate reserves.

### State Aid as a Percentage of Operating Revenues



MEDWAY Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

State aid as a percentage of revenue has remained fairly constant over the past ten years. There is a slight decline in FY 2011-13 in percentage, however, debt exclusion projects have driven the real estate tax levy up and thus may be skewing the percentages somewhat. However, it is important to note that state governmental revenues are vulnerable to reductions of sources in an economic downturn and thus do not represent as stable a source of revenue as one might like.

#### Formula

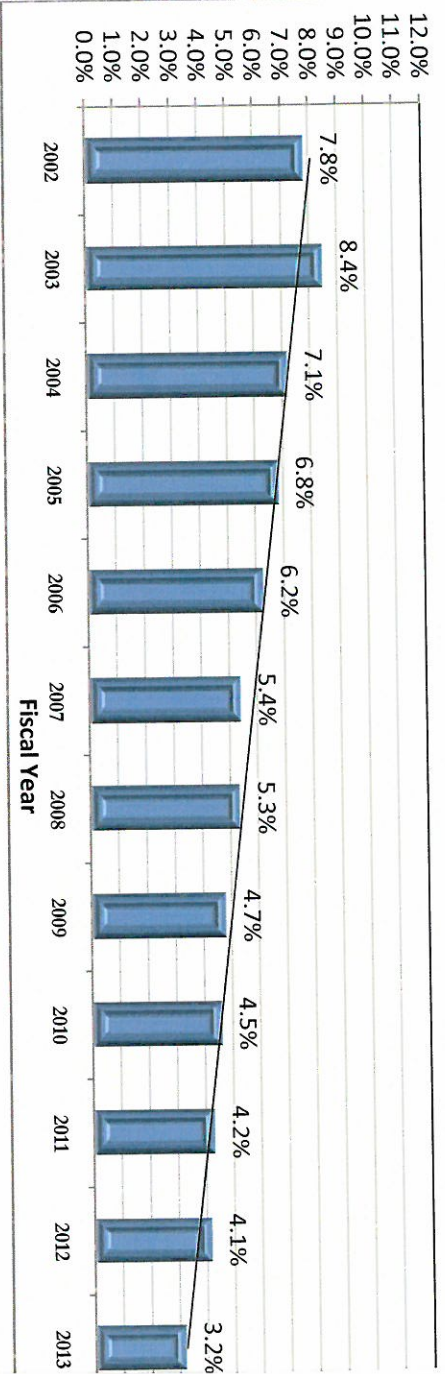
#### TOWN OF MEDWAY-State Aid / Operating Revenues

Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Gross Operating Revenue	\$ 27,577,788	\$ 30,818,970	\$ 32,137,580	\$ 35,679,709	\$ 37,774,712	\$ 40,821,508	\$ 41,725,445	\$ 41,657,364	\$ 45,655,980	\$ 45,497,208	\$ 48,800,657	\$ 48,715,155	\$ 52,302,985
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Operating Revenue	\$ 27,577,788	\$ 29,903,018	\$ 30,574,110	\$ 33,996,683	\$ 36,232,411	\$ 38,864,817	\$ 39,532,701	\$ 39,709,480	\$ 43,652,040	\$ 43,402,874	\$ 47,039,438	\$ 47,015,399	\$ 50,285,610
State Aid	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
State Aid as a % of Operating Revenue	27.0%	26.7%	26.6%	23.7%	22.3%	21.5%	25.0%	26.9%	26.5%	25.0%	23.8%	24.0%	22.9%

## 7 - Revenues Related to Economic Growth\*

Decreasing revenues related to economic growth as a percentage of net operating revenues may be considered a warning indicator

### Economic Growth Revenues as a Percentage of Operating Revenues

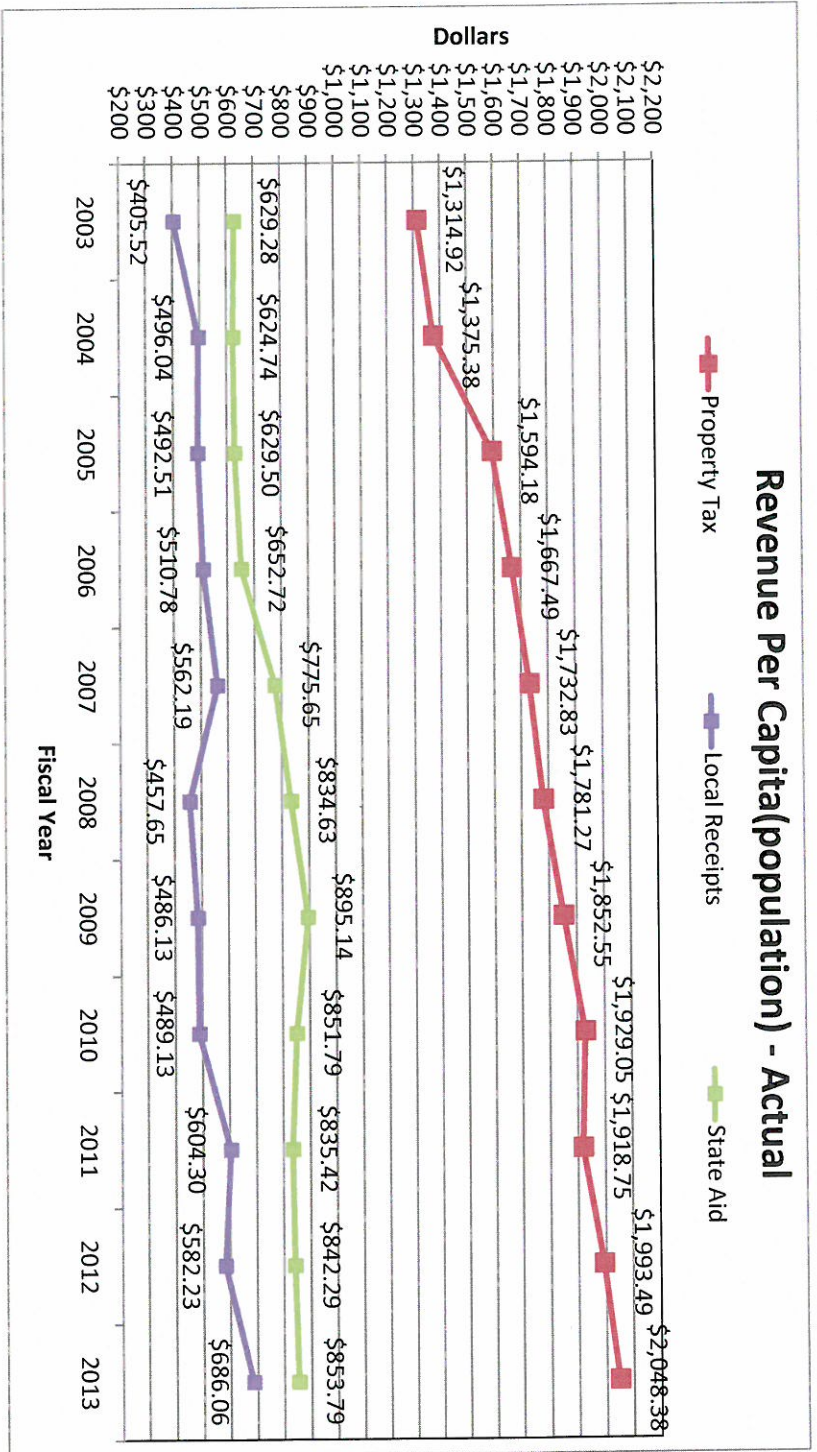


Formula	Economic Growth Revenues / Operating Revenues						
Fiscal Year	2001	2002	2003	2004	2005	2006	2007
Net Operating Revenues	\$27,577,788	\$29,903,018	\$30,574,110	\$33,996,683	\$36,232,411	\$38,864,817	\$39,532,110
Building Related Fees & Permits*	\$294,846	\$402,515	\$484,754	\$495,722	\$417,304	\$365,747	\$332,600
Motor Vehicle Excise	\$0	\$1,423,823	\$1,516,670	\$1,597,758	\$1,660,641	\$1,612,786	\$1,596,500
Tax Levy from New Construction	\$477,760	\$495,424	\$579,123	\$331,871	\$376,638	\$427,649	\$189,900
Total Economic Growth Revenues	\$772,606	\$2,321,762	\$2,580,547	\$2,425,351	\$2,454,583	\$2,406,182	\$2,119,000
Economic Growth Revenues as a % of Operating Revenues	2.8%	7.8%	8.4%	7.1%	6.8%	6.2%	5.4%

\* Economic growth is defined as the change in motor vehicle excise revenues, building-related permits, and new tax growth over time.

## 8 - Revenue Per Capita - Actual

Decreasing revenues per capita in constant dollars is considered a Warning Trend



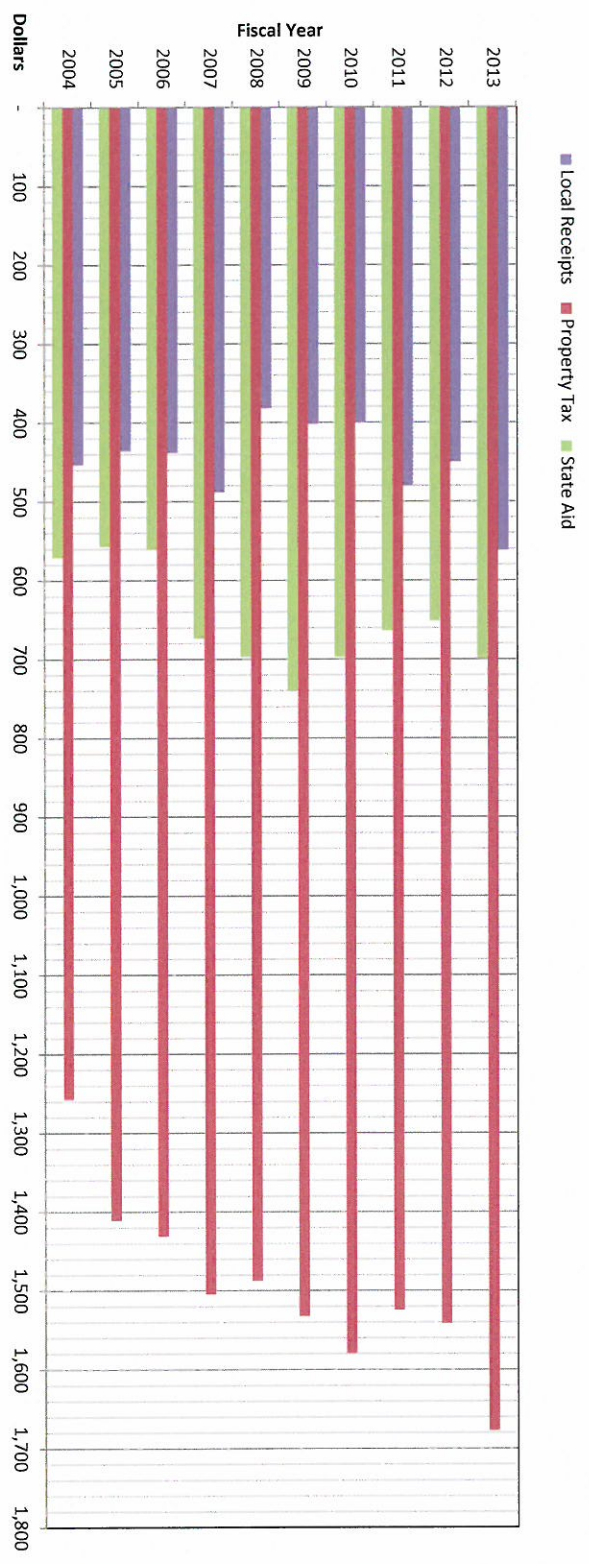
Formula	Revenues						
Fiscal Year	2001	2002	2003	2004	2005	2006	2007
Property Tax Total	\$ 15,556,900	\$ 16,900,012	\$ 18,525,950	\$ 19,406,236	\$ 21,966,899	\$ 23,328,878	\$ 24,284,548
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744
Net Property Tax Revenue	\$ 15,556,900	\$ 15,984,060	\$ 16,962,480	\$ 17,723,210	\$ 20,424,598	\$ 21,372,187	\$ 22,091,804
Local Receipts	\$ 3,954,039	\$ 4,123,804	\$ 5,231,144	\$ 6,391,915	\$ 6,309,985	\$ 6,546,661	\$ 7,167,320
State Aid	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749
Property Tax per Capita	\$1,228.73	\$1,240.23	\$1,314.92	\$1,375.38	\$1,594.18	\$1,667.49	\$1,732.83
Local Receipts per Capita	\$312.30	\$319.97	\$405.52	\$496.04	\$492.51	\$510.78	\$562.19
State Aid per Capita	\$589.10	\$619.47	\$629.28	\$624.74	\$629.50	\$652.72	\$775.65

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9 - Revenues Per Capita - Constant Dollars

Decreasing revenues per capita in constant dollars is considered a Warning Trend

Revenues Per Capita - Constant Dollars



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

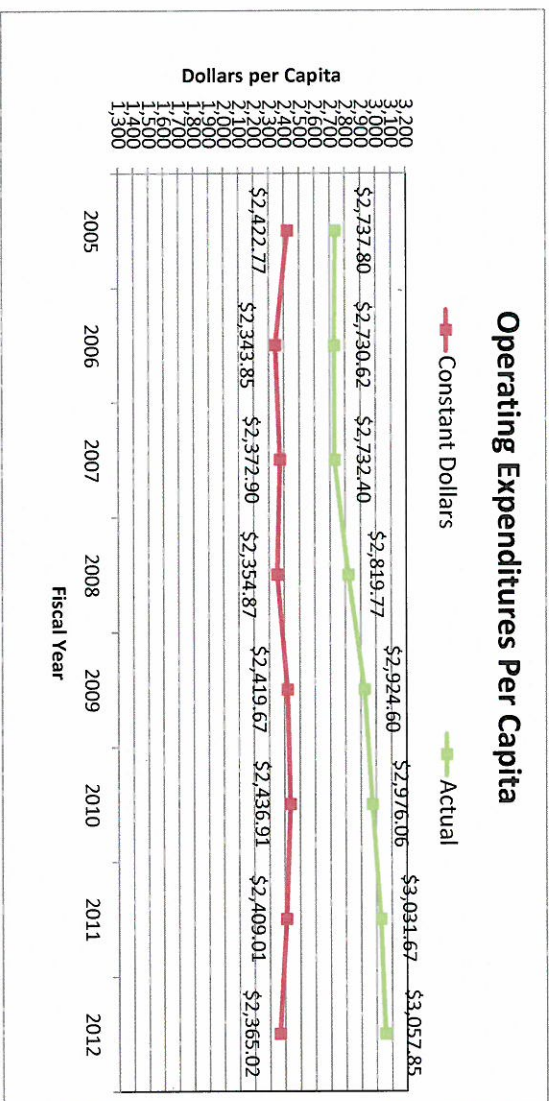
The indicator shows that State aid and local receipts have not kept up with inflation, but have been a fairly stable source of revenue. Property taxes are not sensitive to inflation as the levy is limited by Prop 2 1/2 and by voided debt exclusions and new growth.

Formula Revenues

Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Property Tax Total	\$ 15,556,900	\$ 16,900,012	\$ 18,525,950	\$ 19,406,236	\$ 21,966,899	\$ 23,328,878	\$ 24,284,548	\$ 24,721,397	\$ 25,903,674	\$ 26,693,545	\$ 27,462,828	\$ 28,402,595	\$ 29,596,724
Less - Excluded Debt	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Property Tax Revenue	\$ 15,556,900	\$ 15,984,060	\$ 16,962,480	\$ 17,723,210	\$ 20,424,598	\$ 21,372,187	\$ 22,091,804	\$ 22,773,513	\$ 23,899,734	\$ 24,599,211	\$ 25,701,609	\$ 26,702,839	\$ 27,579,349
Local Receipts	\$ 3,954,039	\$ 4,123,804	\$ 5,231,144	\$ 6,391,915	\$ 6,309,285	\$ 6,546,661	\$ 7,167,320	\$ 5,851,081	\$ 6,271,504	\$ 6,237,339	\$ 8,094,599	\$ 7,798,904	\$ 9,237,696
State Aid	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,265,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
CPI - U <sub>t</sub> Adjustment for constant dollars (2000 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Adjusted Property Taxes	\$ 15,556,900	\$ 15,577,341	\$ 15,930,922	\$ 16,200,452	\$ 18,074,448	\$ 18,345,019	\$ 19,185,262	\$ 19,018,812	\$ 19,773,436	\$ 20,142,768	\$ 20,422,902	\$ 20,652,640	\$ 22,579,929
Adjusted Local Receipts	\$ 3,954,039	\$ 4,018,873	\$ 4,913,017	\$ 5,842,729	\$ 5,583,929	\$ 5,619,389	\$ 6,224,341	\$ 4,886,405	\$ 5,188,727	\$ 5,107,370	\$ 6,432,095	\$ 6,031,866	\$ 7,563,141
Adjusted State Aid	\$ 7,458,618	\$ 7,780,588	\$ 7,624,071	\$ 7,358,664	\$ 7,137,101	\$ 7,181,000	\$ 8,587,713	\$ 8,911,396	\$ 9,544,451	\$ 8,894,209	\$ 8,892,097	\$ 8,726,164	\$ 9,411,648
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395	13,464
Property Tax per Capita (CD)	\$1,228.73	\$1,208.67	\$1,234.96	\$1,257.21	\$1,410.74	\$1,431.30	\$1,504.84	\$1,487.59	\$1,532.71	\$1,579.58	\$1,524.67	\$1,541.82	\$1,677.06
Local Receipts per Capita	\$312.30	\$311.83	\$380.85	\$453.42	\$435.84	\$438.43	\$488.22	\$382.20	\$402.20	\$400.52	\$480.19	\$450.31	\$561.73
State Aid per Capita	\$589.10	\$603.71	\$591.01	\$571.06	\$557.06	\$560.27	\$673.60	\$697.02	\$740.60	\$697.48	\$663.84	\$651.45	\$699.02

## 10 - Operating Expenditures Per Capita

Increasing net operating expenditures per capita (in constant dollars) may be considered a warning indicator.



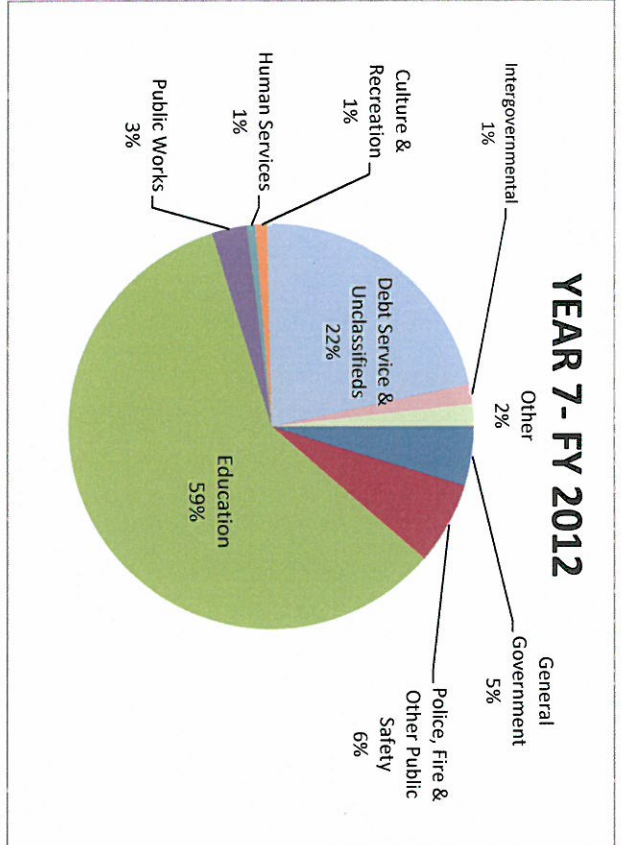
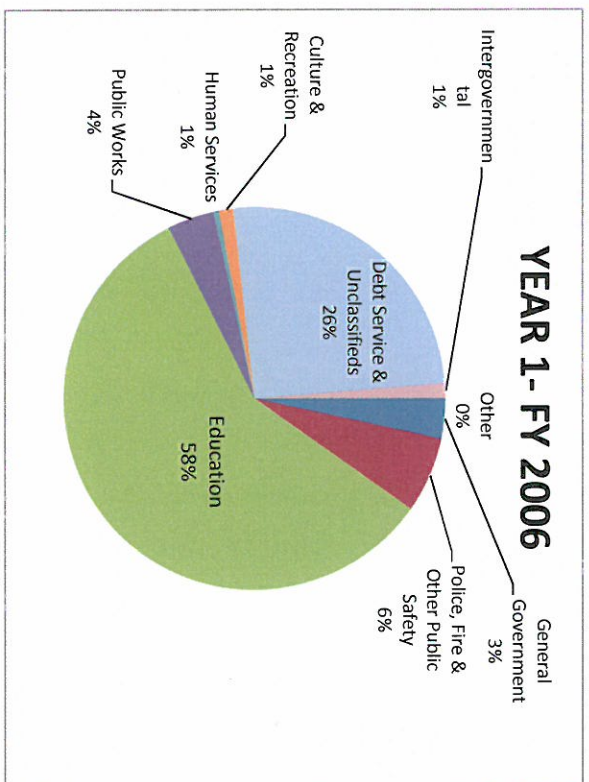
Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Increasing operating expenditures per capita can indicate whether the cost of providing services is outpacing the Town's ability to pay. The indicator shows that Town expenses in line or less than inflation in five of the past seven years. There is no warning trend seen here that hints that the Town is unable to afford the services it currently provides.

Formula	Net Operating Expenditures & Transfers (Constant Dollars) / Population											
Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General Government	\$942,334	\$1,053,815	\$1,154,109	\$1,088,077	\$1,231,411	\$1,188,059	\$1,494,873	\$1,547,106	\$1,783,042	\$1,837,952	\$1,830,703	\$1,943,293
Public Safety (Police, Fire, Other)	\$1,967,571	\$2,146,057	\$2,154,009	\$2,177,275	\$2,330,489	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,560	\$2,570,875	\$2,632,232	\$2,704,717
Education	\$16,288,293	\$17,769,463	\$17,593,338	\$17,593,338	\$18,373,547	\$20,215,849	\$20,212,946	\$20,357,224	\$21,335,764	\$22,275,247	\$23,672,356	\$24,080,207
Public Works	\$1,843,288	\$1,794,502	\$2,227,039	\$2,227,039	\$2,460,666	\$1,387,655	\$1,311,614	\$1,509,028	\$1,866,631	\$1,474,137	\$1,456,413	\$1,163,040
Human Services	\$146,304	\$166,382	\$182,894	\$171,446	\$184,417	\$157,022	\$170,427	\$170,153	\$187,189	\$204,933	\$303,592	\$276,509
Culture & Recreation	\$476,755	\$508,313	\$557,301	\$562,251	\$566,423	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,905	\$396,012
Debt Service & Unclassifieds**	\$1,715,680	\$2,733,971	\$3,006,459	\$3,277,737	\$7,682,977	\$8,932,844	\$8,305,525	\$8,239,734	\$8,092,875	\$8,219,100	\$8,600,150	\$9,034,430
Intergovernmental	\$431,372	\$467,650	\$420,392	\$461,290	\$404,440	\$436,488	\$470,532	\$466,517	\$517,829	\$603,157	\$613,282	\$656,745
Other	\$254,810	\$665,515	\$0	\$0	\$0	\$3,284	\$0	\$0	\$0	\$404,299	\$1,161,623	\$704,913
Total Operating Expenditures	\$ 24,066,407	\$ 27,305,668	\$ 27,755,311	\$ 28,338,662	\$ 35,076,672	\$ 34,998,311	\$ 34,835,321	\$ 36,050,784	\$ 37,730,255	\$ 37,950,694	\$ 40,609,256	\$ 40,959,866
CPI - Uj Adjustment for constant dollars (2001 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%
Adjusted Net Operating Expenditures	\$ 24,066,407	\$ 26,610,867	\$ 26,067,396	\$ 25,903,837	\$ 31,040,585	\$ 30,041,132	\$ 30,252,158	\$ 30,107,041	\$ 31,216,113	\$ 31,075,469	\$ 32,268,752	\$ 31,679,379
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395
Operating Expenditures per Capita	\$1,900.83	\$2,118.69	\$2,151.57	\$2,199.18	\$2,737.80	\$2,730.62	\$2,732.40	\$2,819.77	\$2,924.60	\$2,976.06	\$3,031.67	\$3,057.85
Operating Expenditures per Capita (constant dollars)	\$1,900.83	\$2,064.78	\$2,020.73	\$2,010.23	\$2,422.77	\$2,343.85	\$2,372.90	\$2,354.87	\$2,419.67	\$2,436.91	\$2,409.01	\$2,365.02
Percent Change - Expenditures per Capita		8.6%	-2.1%	-0.5%	20.5%	-3.3%	1.2%	-0.8%	2.8%	0.7%	-1.1%	-1.8%

Source: Massachusetts Department of Revenue

\* Unclassifieds not available for years 2001- 2004



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Purpose: To measure relative growth of expenditures by category. For the most part, the percentages spent in each area of government has remained constant over the years.



## Formula

## Net Operating Expenditures &amp; Transfers

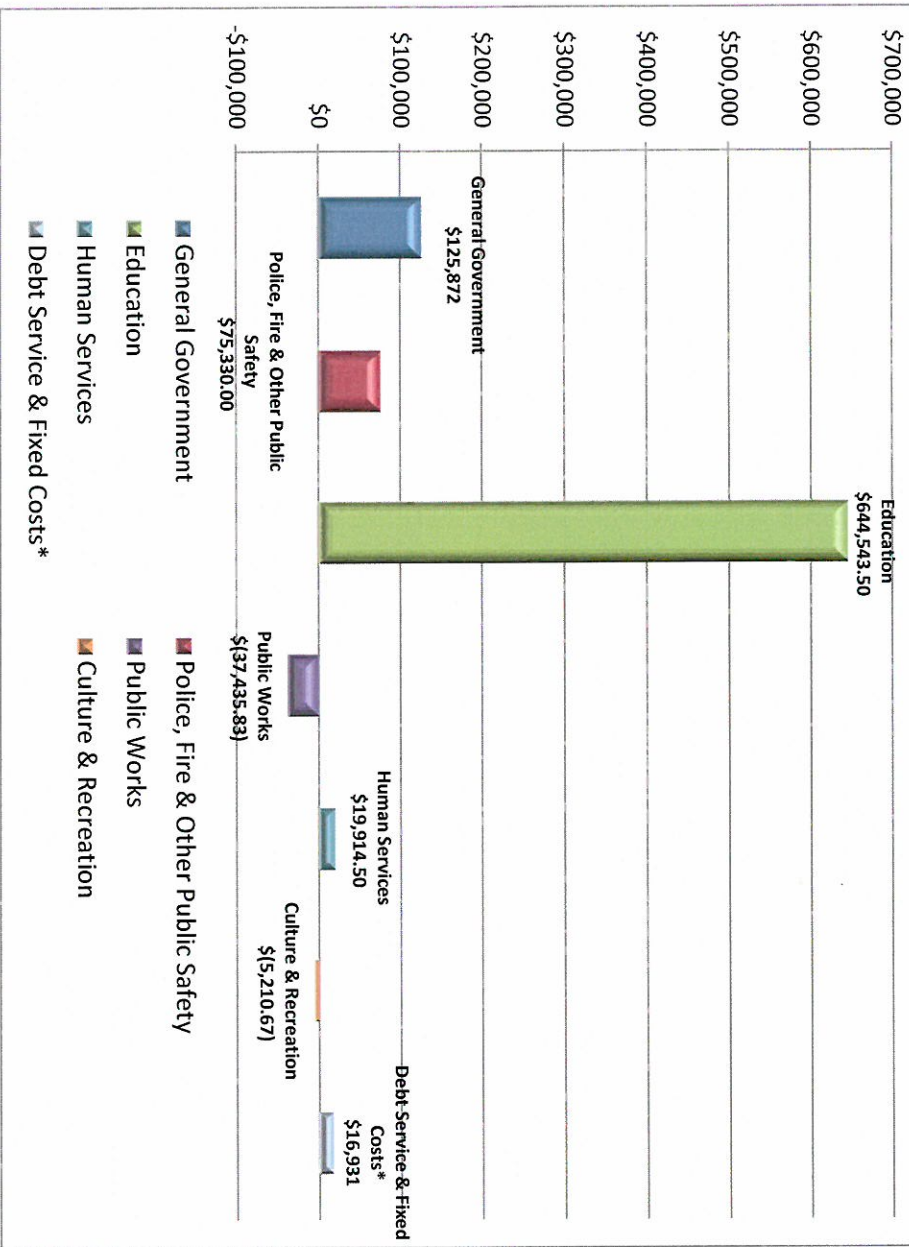
Fiscal Year	2006	2007	2008	2009	2010	2011	2012	Ave Annual
General Government	\$1,188,059	\$1,494,873	\$1,547,106	\$1,783,042	\$1,837,952	\$1,830,703	\$1,943,293	
Police, Fire & Other Public Safety	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,560	\$2,570,875	\$2,632,232	\$2,704,717	
Education	\$20,212,946	\$20,357,224	\$21,335,764	\$22,252,329	\$22,275,247	\$23,672,356	\$24,080,207	
Public Works	\$1,387,655	\$1,311,614	\$1,509,028	\$1,866,631	\$1,474,137	\$1,456,413	\$1,163,040	
Human Services	\$157,022	\$170,427	\$170,153	\$187,189	\$204,933	\$303,592	\$276,509	
Culture & Recreation	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,905	\$396,012	
Debt Service & Unclassifieds	\$8,932,844	\$8,305,525	\$8,259,734	\$8,092,875	\$8,219,100	\$8,600,150	\$9,034,430	
Intergovernmental	\$436,488	\$470,532	\$466,517	\$517,829	\$603,157	\$613,282	\$656,745	
Other	\$3,284	\$0	\$0	\$0	\$404,299	\$1,161,623	\$704,913	
Total Operating Expenditures	\$ 34,998,311	\$ 34,835,321	\$ 36,050,784	\$ 37,730,255	\$ 37,950,694	\$ 40,609,256	\$ 40,959,866	
General Government		26%	3%	15%	3%	0%	6%	9%
Police, Fire & Other Public Safety		8%	3%	6%	-4%	2%	3%	3%
Education		0.7%	4.8%	4.3%	0.1%	6.3%	1.7%	3%
Public Works		-5%	15%	24%	-21%	-1%	-20%	-2%
Human Services		9%	0%	10%	9%	48%	-9%	11%
Culture & Recreation		-34%	-11%	42%	0%	-6%	17%	1%
Debt Service & Fixed Costs*		-7%	-1%	-2%	2%	5%	5%	0%
Intergovernmental		8%	-1%	11%	16%	2%	7%	7%

\*\* Public Works is skewed due to the creation of the Enterprise Funds

\*\*\*Education is skewed due to the use of other funds.

Source: Massachusetts Department of Revenue- FY 2013 figures are not published yet.

## AVERAGE ANNUAL EXPENDITURE GROWTH BY CATEGORY-ACTUAL DOLLARS FY 2006-12



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Purpose: To measure relative growth of expenditures by category. The largest average annual increase is in Education at \$645,000 per year. General government is skewed by a spike in FY 2007 when GG costs were increased to perform the needed financial cleanup work and again in 2009 due to the institution of a charter which added IT and HR functions. An Economic Development staff person was added to GG also. Public Works is skewed due to the creation of Enterprise Funds.

### Net Operating Expenditures & Transfers

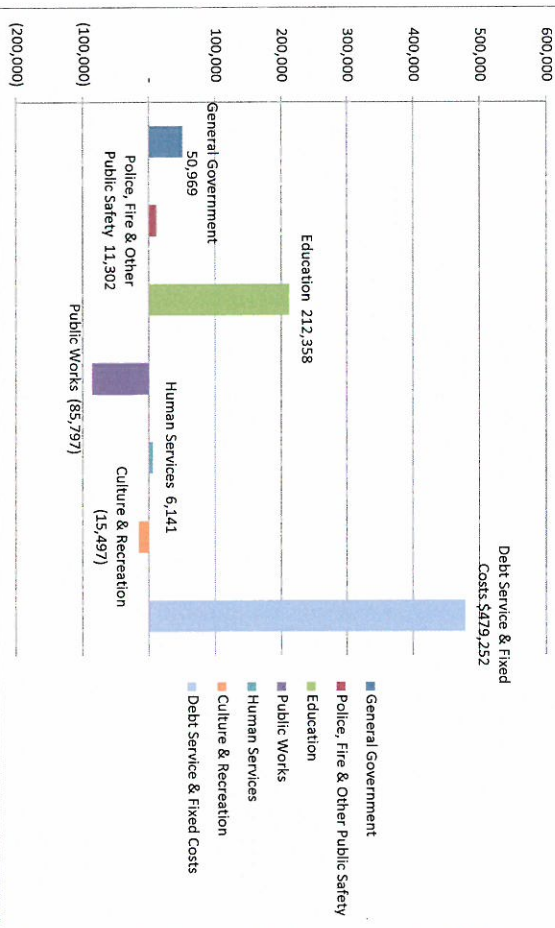
Fiscal Year	2006	2007	2008	2009	2010	2011	2012	2013	Ave Annual
General Government	\$1,188,059	\$1,494,873	\$1,547,106	\$1,783,042	\$1,837,952	\$1,830,703	\$1,943,293	\$0	
Police, Fire & Other Public Safety	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,560	\$2,570,875	\$2,632,232	\$2,704,717	\$0	
Education	\$20,212,946	\$20,357,224	\$21,335,764	\$22,252,329	\$22,275,247	\$23,672,356	\$24,080,207	\$0	
Public Works	\$1,387,655	\$1,311,614	\$1,509,028	\$1,866,631	\$1,474,137	\$1,456,413	\$1,163,040	\$0	
Human Services	\$157,022	\$170,427	\$170,153	\$187,189	\$204,933	\$303,592	\$276,509	\$0	
Culture & Recreation	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,905	\$396,012	\$0	
Debt Service & Unclassifieds	\$8,932,844	\$8,305,525	\$8,259,734	\$8,092,875	\$8,219,100	\$8,600,150	\$9,034,430	\$0	
Intergovernmental	\$436,488	\$470,532	\$466,517	\$517,829	\$603,157	\$613,282	\$656,745	\$0	
Other	\$3,284	\$0	\$0	\$0	\$404,299	\$1,161,623	\$704,913	\$0	
Total Operating Expenditures	\$ 34,998,311	\$ 34,835,321	\$ 36,050,784	\$ 37,730,255	\$ 37,950,694	\$ 40,609,256	\$ 40,959,866	\$ -	\$125,872
General Government		\$306,814	\$52,233	\$235,936	\$54,910	-\$7,249	\$112,590		\$75,330.00
Police, Fire & Other Public Safety		\$189,162	\$68,088	\$160,573	-\$99,685	\$61,357	\$72,485		\$644,543.50
Education		\$144,278.00	\$978,540.00	\$916,565.00	\$22,918.00	\$1,397,109.00	\$407,851.00		\$(37,435.83)
Public Works		-\$76,041	\$197,414	\$357,603	-\$392,494	-\$17,724	-\$293,373		\$19,914.50
Human Services		\$13,405	-\$274	\$17,036	\$17,744	\$98,659	-\$27,083		\$(5,210.67)
Culture & Recreation		-\$144,049	-\$30,732	\$107,305	\$1,194	-\$22,089	\$57,107		\$16,931
Debt Service & Fixed Costs*		-\$627,319	-\$45,791	-\$166,859	\$126,225	\$381,050	\$434,280		
Intergovernmental		\$34,044	-\$4,015	\$51,312	\$85,328	\$10,125	\$43,463		\$36,709.50

\*\* Public Works is skewed due to the creation of the Enterprise Funds

\*\*\*Education is skewed due to the use of other funds not shown here.

Source: Massachusetts Department of Revenue-FY 2013 figures are not published yet.

### Average Annual Expenditure Increase FY 2002-2012 In Constant Dollars



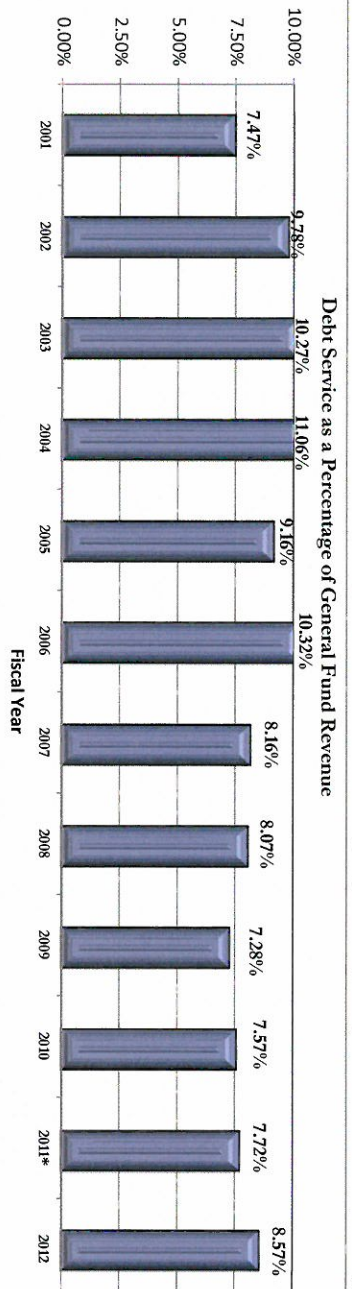
Midway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

This is the same data as the previous page measured in constant dollars from 2001-2012 to give one a wider view of Town expenditures. One can see that expenses have been held to nearly the same levels as funded in 2001 (adjusted for inflation). The exceptions are Schools and Debt Service and Fixed costs. The increases here are due in part to new schools built or repaired and the cost of health insurance. Again, General Government is skewed due to new positions added by charter and Public Works is skewed by the creation of enterprise funds.

Formula	Net Operating Expenditures & Transfers (Constant Dollars) / Population											
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
General Government	\$942,334	\$1,055,815	\$1,231,411	\$1,088,077	\$1,231,411	\$1,188,059	\$1,494,873	\$1,547,106	\$1,785,042	\$1,837,952	\$1,830,705	\$1,943,293
Police, Fire & Other Public Safety	\$2,146,057	\$2,154,009	\$2,177,275	\$2,177,275	\$2,330,489	\$2,252,737	\$2,441,899	\$2,509,987	\$2,670,569	\$2,570,875	\$2,632,232	\$2,704,717
Education	\$17,769,463	\$17,593,338	\$17,593,338	\$18,373,547	\$20,215,849	\$20,125,946	\$20,355,764	\$21,535,764	\$22,252,329	\$22,275,247	\$23,672,556	\$24,080,207
Public Works	\$1,843,288	\$1,794,502	\$2,460,666	\$2,227,039	\$2,460,666	\$1,387,655	\$1,311,414	\$1,590,028	\$1,866,631	\$1,474,137	\$1,486,413	\$1,163,040
Human Services	\$146,304	\$166,382	\$182,894	\$171,446	\$184,417	\$157,022	\$170,427	\$187,189	\$204,933	\$303,592	\$303,592	\$276,509
Culture & Recreation	\$476,735	\$506,313	\$557,301	\$562,251	\$586,423	\$427,276	\$283,227	\$252,495	\$359,800	\$360,994	\$338,085	\$396,012
Debt Service & Fixed Costs	\$1,715,680	\$2,733,971	\$3,006,459	\$3,277,372	\$7,682,977	\$8,952,844	\$8,305,225	\$8,259,734	\$8,692,875	\$8,219,100	\$8,600,150	\$9,034,430
Total Operating Expenditures	\$23,889,845	\$27,503,533	\$27,334,919	\$27,877,372	\$34,672,232	\$34,565,107	\$34,364,789	\$35,584,267	\$37,212,426	\$37,751,856	\$41,157,597	\$41,008,034
CRF - U. Adjusting for constant dollars (2001 dollars)	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%
Adjusted General Government *	\$942,334	\$1,027,000	\$1,083,923	\$994,591	\$1,089,719	\$1,019,782	\$1,298,198	\$1,292,032	\$1,475,199	\$1,504,985	\$1,454,705	\$1,502,991
Adjusted Police, Fire & Other Public Safety*	\$1,967,571	\$2,091,450	\$2,023,015	\$1,990,206	\$2,062,332	\$1,933,658	\$2,120,627	\$2,096,162	\$2,209,487	\$2,105,130	\$2,091,613	\$2,091,895
Adjusted Education	\$16,288,293	\$17,213,314	\$16,523,415	\$16,729,973	\$17,889,719	\$17,349,974	\$17,678,895	\$17,818,107	\$18,410,456	\$18,239,818	\$18,810,426	\$18,624,231
Adjusted Public Works	\$1,843,288	\$1,748,840	\$2,523,413	\$2,035,694	\$2,177,530	\$1,191,107	\$1,139,049	\$1,260,232	\$1,544,356	\$1,207,079	\$1,157,289	\$899,524
Adjusted Human Services	\$146,304	\$162,148	\$171,771	\$156,716	\$163,197	\$134,781	\$148,005	\$142,100	\$154,871	\$167,807	\$241,239	\$213,859
Adjusted Culture & Recreation**	\$476,735	\$495,379	\$523,409	\$513,943	\$501,248	\$366,756	\$245,964	\$210,866	\$297,680	\$295,596	\$269,299	\$306,286
Adjusted Debt Service & Fixed Costs***	\$1,715,680	\$2,664,404	\$2,823,624	\$2,996,118	\$6,798,938	\$7,667,591	\$7,212,796	\$6,897,940	\$6,695,637	\$6,730,111	\$6,833,814	\$6,987,453
Adjusted Intergovernmental	\$254,810	\$648,581	\$0	\$0	\$0	\$2,819	\$0	\$0	\$0	\$331,055	\$923,044	\$545,197
Adjusted Other	\$254,810	\$648,581	\$0	\$0	\$0	\$2,819	\$0	\$0	\$0	\$331,055	\$923,044	\$545,197
Adjusted Net Operating Expenditures	\$23,889,845	\$26,803,698	\$25,672,570	\$25,482,180	\$30,682,682	\$29,669,287	\$29,843,533	\$29,717,439	\$30,787,687	\$30,912,637	\$32,704,473	\$31,716,634
General Government (constant dollars)	100%	\$84,666	\$56,923	-\$89,332	\$95,128	-\$69,937	\$278,416	-\$6,165	\$183,167	\$29,786	-\$50,280	\$48,286
Police, Fire & Other Public Safety (constant dollars)	100%	\$123,879	-\$68,435	-\$32,809	\$72,126	-\$128,674	\$186,969	-\$24,465	\$113,325	-\$104,357	-\$13,517	\$283
Education (constant dollars)	100%	\$1,029,021	-\$703,899	\$271,498	\$1,091,806	-\$339,745	\$328,921	\$199,212	\$392,349	-\$170,638	-\$370,608	-\$186,195
Public Works (constant dollars)	100%	-\$94,448	\$774,573	-\$487,719	\$141,836	-\$986,423	-\$52,057	\$121,183	\$284,124	-\$337,277	-\$49,791	-\$257,765
Human Services (constant dollars)	100%	\$15,844	\$9,623	-\$15,056	\$6,482	-\$28,416	\$13,223	\$5,905	\$12,771	\$12,936	\$73,432	-\$27,380
Culture & Recreation (constant dollars)	100%	\$18,624	\$39,030	-\$9,466	-\$12,695	-\$134,491	-\$120,975	-\$35,098	\$86,815	-\$2,085	-\$26,296	\$36,986
Debt Service & Fixed Costs***	100%	\$948,724	\$159,220	\$172,494	\$3,802,820	-\$868,654	-\$454,795	-\$314,856	-\$202,303	\$34,474	\$103,703	\$153,639

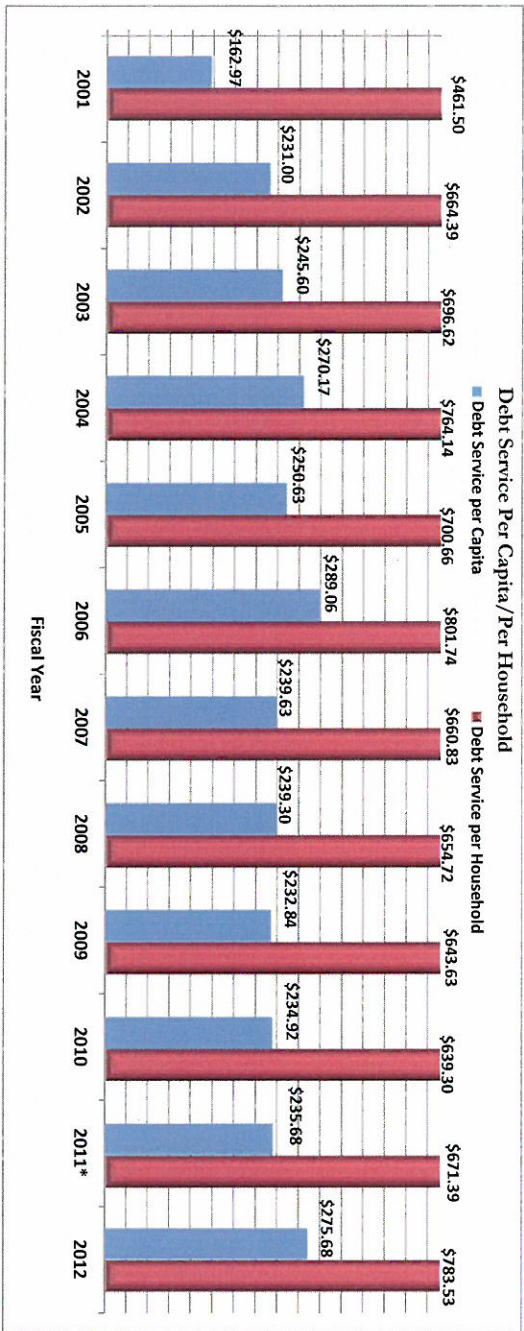
13 - Debt Service

Credit rating organizations like to see debt service at not more than 10% of operating revenues. Debt Service exceeding 10 percent of operating revenues is considered a warning indicator.



Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Debt service ratios are outside the desired range for Medway in the years from 2003 through 2006. Possible reasons for the high ratios during this time is the pattern of fully borrowing for every authorization, the higher rate environment and the Town's lower bond rating. A review of borrowings during these years indicates a lack of methods or policies for managing debt. In FY 2007, the Town adopted a debt policy as part of its new fiscal policies that included maintaining debt service levels at 10% of OR. In addition, borrowings are now managed as to amounts, times and methods of borrowing. As a result of these policies and procedures, debt service per capita and per household has been steady for the past 5 years even with major capital projects undertaken. The Town's improved bond rating and the lower interest rate environment have made it possible for Medway to complete some large capital projects while adhering to policy.

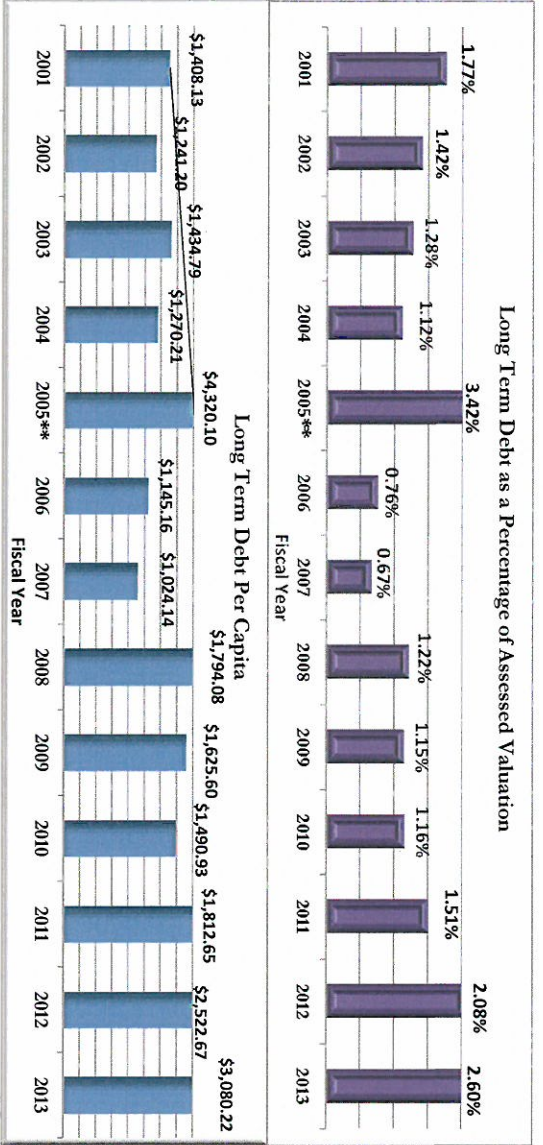


Formula	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011*	2012
Fiscal Year												
Long Term Retired	\$1,100,150	\$1,831,808	\$1,781,808	\$2,140,808	\$1,761,808	\$1,620,738	\$1,565,470	\$1,959,470	\$1,860,470	\$2,104,685	\$2,665,363	
Long Term Interest	\$662,077	\$848,064	\$734,309	\$809,481	\$714,660	\$653,611	\$644,065	\$923,528	\$923,528	\$953,947	\$953,713	
Short Term Interest	\$301,125	\$297,280	\$652,102	\$531,120	\$734,647	\$1,430,471	\$645,477	\$120,822	\$181,327	\$68,879	\$73,690	
Other Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Debt Service	\$2,063,352	\$2,977,152	\$3,168,219	\$3,481,409	\$3,211,115	\$3,704,820	\$3,055,012	\$3,059,513	\$3,003,820	\$2,995,744	\$3,156,874	
General Fund Revenue	\$ 27,605,758	\$ 30,427,326	\$ 30,857,275	\$ 31,490,080	\$ 35,056,491	\$ 35,882,656	\$ 37,419,410	\$ 37,913,544	\$ 41,235,607	\$ 39,560,582	\$ 40,917,153	
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	
Households	4,471	4,481	4,548	4,556	4,583	4,621	4,623	4,673	4,667	4,686	4,713	
Debt Service as a % of General Fund Revenue	7.47%	9.78%	10.27%	11.06%	9.16%	10.32%	8.16%	8.07%	7.28%	7.57%	7.72%	
Debt Service per Capita	\$162.97	\$231.00	\$245.60	\$270.17	\$250.63	\$234.92	\$235.68	\$239.30	\$232.84	\$234.92	\$235.68	
Debt Service per Household	\$661.50	\$664.39	\$696.62	\$764.14	\$700.66	\$643.63	\$660.83	\$639.30	\$643.63	\$639.30	\$671.39	

\*FY 2011 is adjusted to remove the refunding paydown of \$2,539,395 that is included in the retired debt stats from DOR. The payment was paid by MSBA and not Town of Medway residents. This refunding would skew the data.

## 14 - Long Term Debt

Overall debt exceeding 10 percent of assessed valuation is considered a warning indicator by bond rating agencies.



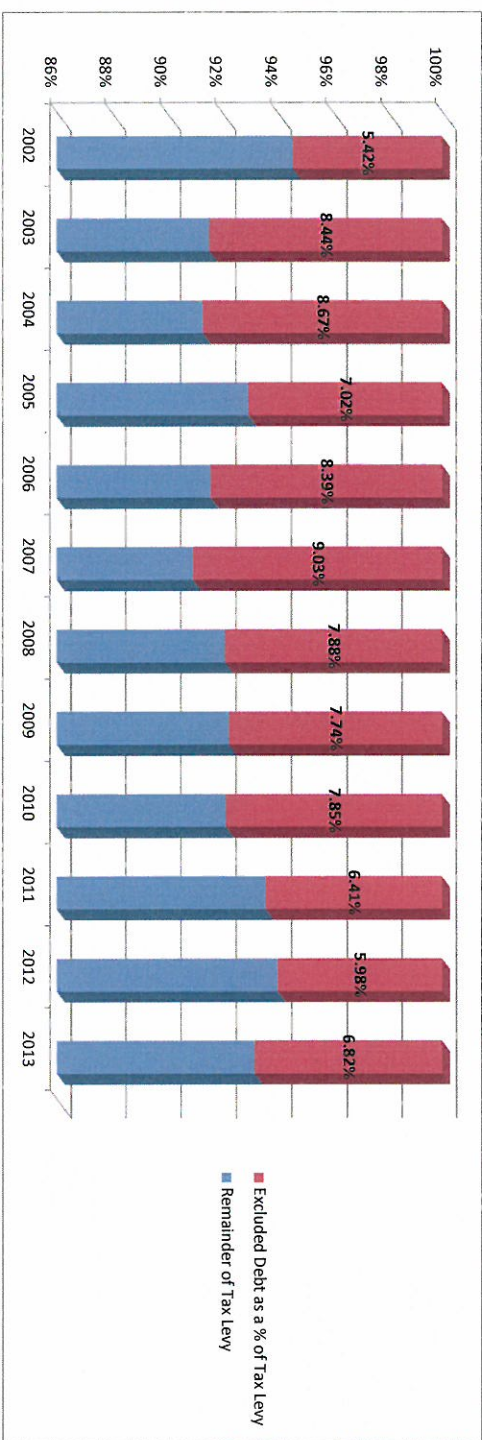
Medway Trend	
Favorable	
Marginal	
Unfavorable	
Uncertain	

Rating agencies look also at long term debt as a percentage of assessed valuations and per capita. This statistic is not very meaningful since the real estate values in the Northeast are extraordinary. Medway falls well below the warning indicator. Debt per capita has increased in recent years due to a major school renovation.

Formula	Outstanding Debt as a Percentage of Assessed Valuations or Per Capita												
Fiscal Year	2001	2002	2003	2004	2005**	2006	2007	2008	2009	2010	2011	2012	2013
Total Outstanding Debt	\$17,828,376	\$15,996,568	\$18,508,760	\$16,367,952	\$53,340,129	\$14,677,483	\$13,056,745	\$22,937,275	\$20,971,805	\$19,012,335	\$24,280,475	\$33,791,128	\$41,472,108
Total Assessed Valuations	\$1,009,708,840	\$1,128,168,590	\$1,441,469,300	\$1,459,605,440	\$1,620,663,719	\$1,921,684,570	\$1,943,912,160	\$1,873,244,320	\$1,822,922,020	\$1,638,646,140	\$1,606,013,320	\$1,624,862,427	\$1,594,651,065
Population	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395	13,464
Long Term Debt as a % of Assessed Valuations	1.77%	1.42%	1.28%	1.12%	3.42%	0.76%	0.67%	1.22%	1.15%	1.16%	1.51%	2.08%	2.60%
Long Term Debt per Capita	\$1,408.13	\$1,241.20	\$1,434.79	\$1,270.21	\$4,320.10	\$1,145.16	\$1,024.14	\$1,794.08	\$1,625.60	\$1,490.93	\$1,812.65	\$2,522.67	\$3,080.22

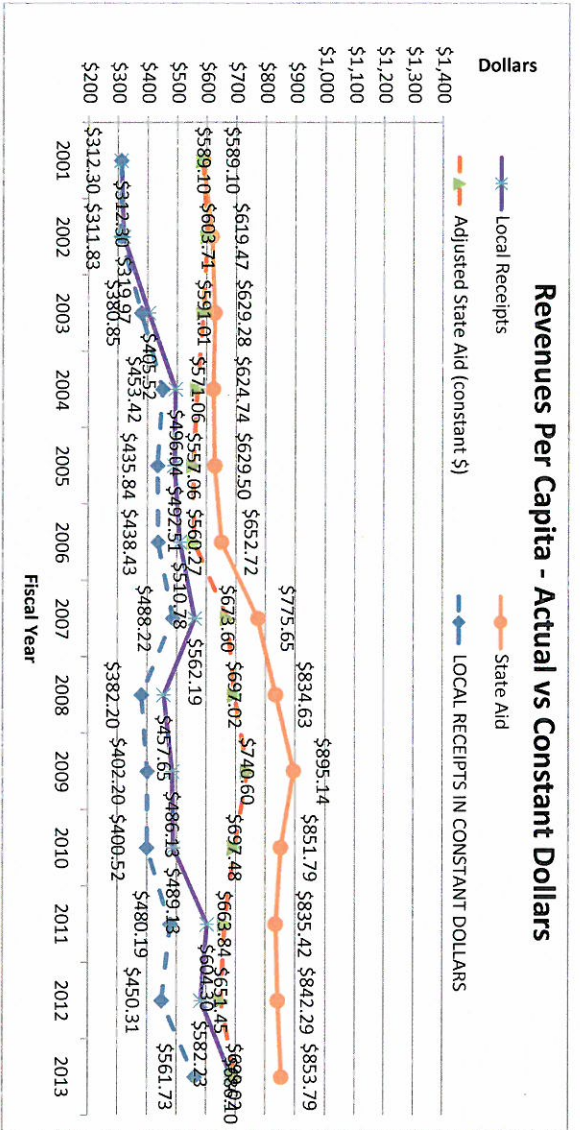
\*\*1FY 2005 is skewed due to BANs for a school project.

14A - Long Term Debt-EXCLUDED DEBT AS A PERCENTAGE OF TAX LEVY



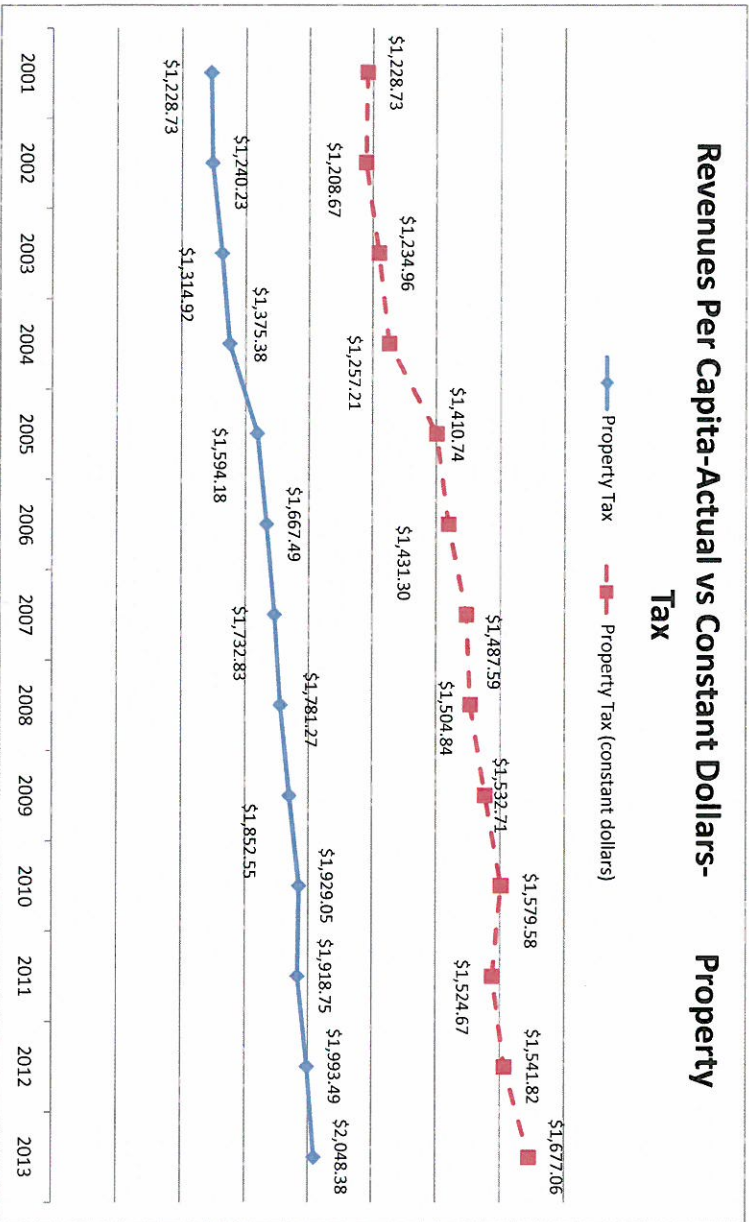
THIS IS NOT A MEASURE. INCLUDED BY REQUEST FOR INFORMATIONAL PURPOSES.

Fiscal Year	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Total Outstanding Excluded Debt Service	\$915,952	\$1,563,470	\$1,683,026	\$1,542,301	\$1,956,691	\$2,192,744	\$1,947,884	\$2,003,940	\$2,094,334	\$1,761,219	\$1,699,756	\$2,017,375
Total Tax Levy	\$16,900,012	\$18,525,895	\$19,406,236	\$21,906,898	\$23,328,878	\$24,284,548	\$24,721,396	\$25,903,674	\$26,693,546	\$27,462,828	\$28,402,595	\$29,596,724
Excluded Debt as a % of Tax Levy	5.42%	8.44%	8.67%	7.02%	8.39%	9.03%	7.88%	7.74%	7.85%	6.41%	5.98%	6.82%
Remainder of Tax Levy	94.58%	91.56%	91.33%	92.98%	91.61%	90.97%	92.12%	92.26%	92.15%	93.59%	94.02%	93.18%



Medway Trend
Favorable
Marginal
Unfavorable
Uncertain

Examining the per capita revenues illustrates the changes in revenues to changes in population. We also look at this measure in terms of constant dollars to adjust for inflation. The chart demonstrates the impact by including both actual and constant dollars. State aid and Local receipts are fairly stable in terms of constant dollars. Real estate taxes have been stable as well. To date, the Town has been able to fund its operating costs under the constraints of Proposition 2 1/2, but it will become increasingly difficult without substantial new growth to add to the tax base.





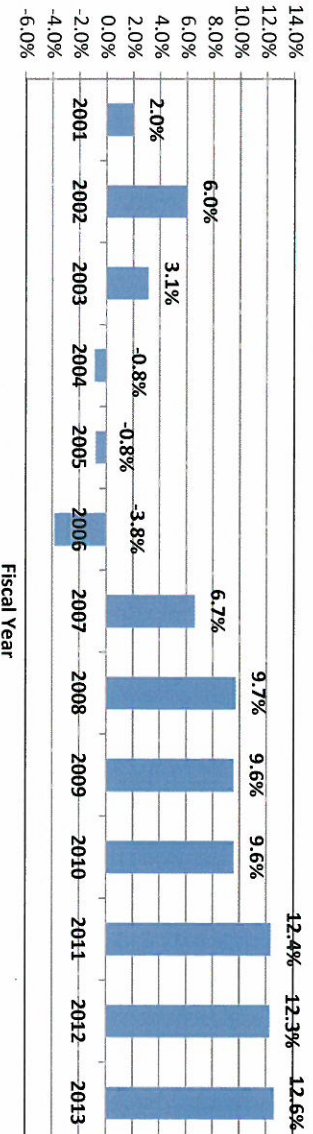
Revenues

Fiscal Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Residential Property Tax Levy	\$ 12,651,912	\$ 13,307,079	\$ 14,685,426	\$ 16,401,158	\$ 17,155,405	\$ 19,410,360	\$ 20,840,115	\$ 21,717,413	\$ 22,093,863	\$ 22,943,700	\$ 23,460,897	\$ 23,996,191	\$ 24,584,940	\$ 25,579,647
Commercial Property Tax Levy	\$ 681,097	\$ 644,563	\$ 629,034	\$ 624,670	\$ 646,999	\$ 723,466	\$ 903,054	\$ 935,905	\$ 945,816	\$ 1,052,982	\$ 1,135,808	\$ 1,193,981	\$ 1,269,861	\$ 1,328,242
Industrial Property Tax Levy	\$ 992,072	\$ 927,998	\$ 901,862	\$ 868,947	\$ 956,691	\$ 1,071,659	\$ 909,261	\$ 909,418	\$ 930,693	\$ 935,263	\$ 952,996	\$ 999,977	\$ 980,863	\$ 1,029,344
Personal Property Tax Levy	\$ 671,411	\$ 677,260	\$ 683,690	\$ 631,175	\$ 647,141	\$ 761,414	\$ 676,448	\$ 721,812	\$ 751,025	\$ 971,729	\$ 1,143,844	\$ 1,272,679	\$ 1,564,931	\$ 1,659,491
Property Tax Total	\$ 14,996,492	\$ 15,556,900	\$ 16,900,012	\$ 18,525,950	\$ 19,406,236	\$ 21,966,899	\$ 23,328,878	\$ 24,284,548	\$ 24,721,397	\$ 25,903,674	\$ 26,693,545	\$ 27,462,828	\$ 28,402,595	\$ 29,596,724
Less - Excluded Debt	\$ -	\$ -	\$ 915,952	\$ 1,563,470	\$ 1,683,026	\$ 1,542,301	\$ 1,956,691	\$ 2,192,744	\$ 1,947,884	\$ 2,003,940	\$ 2,094,334	\$ 1,761,219	\$ 1,699,756	\$ 2,017,375
Net Property Tax Revenue	\$ 14,996,492	\$ 15,556,900	\$ 15,984,060	\$ 16,962,480	\$ 17,723,210	\$ 20,424,598	\$ 21,372,187	\$ 22,091,804	\$ 22,773,513	\$ 23,899,734	\$ 24,599,211	\$ 25,701,609	\$ 26,702,839	\$ 27,579,349
Local Receipts	\$ 4,049,208	\$ 3,954,039	\$ 4,123,804	\$ 5,231,144	\$ 6,391,915	\$ 6,309,985	\$ 6,546,661	\$ 7,167,320	\$ 5,851,081	\$ 6,271,504	\$ 6,237,339	\$ 8,094,599	\$ 7,798,904	\$ 9,237,696
State Aid	\$ 6,902,191	\$ 7,458,618	\$ 7,983,736	\$ 8,117,745	\$ 8,050,340	\$ 8,065,110	\$ 8,365,959	\$ 9,888,740	\$ 10,670,687	\$ 11,548,263	\$ 10,861,989	\$ 11,190,437	\$ 11,282,497	\$ 11,495,480
CPI - U, Adjustment for constant dollars (2000 dollars)	100%	100%	97%	94%	91%	88%	86%	87%	84%	83%	82%	79%	77%	82%
Adjusted Property Taxes	\$ 14,996,492	\$ 15,556,900	\$ 15,577,341	\$ 15,930,922	\$ 16,200,452	\$ 18,074,448	\$ 18,345,019	\$ 19,185,262	\$ 19,018,812	\$ 19,773,436	\$ 20,142,768	\$ 20,422,902	\$ 20,652,640	\$ 22,579,929
Adjusted Local Receipts	\$ 4,049,208	\$ 3,954,039	\$ 4,018,873	\$ 4,913,017	\$ 5,842,729	\$ 5,883,929	\$ 5,619,389	\$ 6,224,341	\$ 4,886,405	\$ 5,188,727	\$ 5,107,370	\$ 6,432,095	\$ 6,031,866	\$ 7,563,141
Adjusted State Aid (constant \$)	\$ 6,902,191	\$ 7,458,618	\$ 7,780,588	\$ 7,624,071	\$ 7,358,664	\$ 7,137,101	\$ 7,181,000	\$ 8,587,713	\$ 8,911,396	\$ 9,554,451	\$ 8,894,209	\$ 8,892,097	\$ 8,726,164	\$ 9,411,648
Population	12,496	12,661	12,888	12,900	12,886	12,812	12,817	12,749	12,785	12,901	12,752	13,395	13,395	13,464
Property Tax per Capita	\$1,200.10	\$1,228.73	\$1,240.23	\$1,314.92	\$1,375.38	\$1,594.18	\$1,667.49	\$1,732.83	\$1,781.27	\$1,852.55	\$1,929.05	\$1,918.75	\$1,993.49	\$2,048.38
Local Receipts per Capita	\$324.04	\$312.30	\$319.97	\$405.52	\$496.04	\$492.51	\$510.78	\$562.19	\$457.65	\$486.13	\$489.13	\$604.30	\$582.23	\$686.10
State Aid per Capita	\$552.35	\$589.10	\$619.47	\$629.28	\$624.74	\$629.50	\$652.72	\$775.65	\$834.63	\$895.14	\$851.79	\$835.42	\$842.29	\$853.79
Adjusted Property Tax per Capita	\$1,200.10	\$1,228.73	\$1,208.67	\$1,234.96	\$1,257.21	\$1,410.74	\$1,431.30	\$1,504.84	\$1,487.59	\$1,532.71	\$1,579.58	\$1,524.67	\$1,541.82	\$1,677.06
Adjusted Local Receipts per Capita	\$324.04	\$312.30	\$311.83	\$380.85	\$453.42	\$435.84	\$438.43	\$488.22	\$382.20	\$402.20	\$400.52	\$480.19	\$450.31	\$561.73
Adjusted State Aid per Capita	\$552.35	\$589.10	\$603.71	\$591.01	\$571.06	\$557.06	\$560.27	\$673.60	\$697.02	\$740.60	\$697.48	\$663.84	\$651.45	\$699.02

## 16 - Reserves & Fund Balance

Declining reserves as a percentage of operating revenues may be considered a warning indicator—between 5% and 15% is optimal and is recommended by the Government Finance Officers Association (GFOA). DOR recommends reserves of not less than 5% as well and Free Cash levels of 3-5%.

### Reserves as a Percentage of Operating Revenues



Medway Trend
Favorable
Marginal
Unfavorable
Uncertain

Free cash and a stabilization fund permit greater financial flexibility and provide the Town with funds in the event of a disaster, natural or otherwise. In 2006 Medway addressed a large deficit from several years of improper management. In FY 2007, the Town adopted a fiscal policy that includes maintaining reserves at a healthy level. The policy also addresses the appropriate uses for reserves. Reserves have been rebuilt over the past five years to an appropriate level. These reserves are in part responsible for Medway's greatly improved bond rating.

### Formula

Fiscal Year	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Certified Free Cash	-\$73,307	\$1,111,626	\$201,529	-\$870,290	-\$867,855	-\$1,886,744	\$1,864,934	\$1,743,848	\$2,027,149	\$1,196,814	\$2,058,074	\$2,036,318	\$1,995,401
Stabilization Fund	\$624,292	\$689,533	\$760,894	\$583,361	\$583,361	\$399,617	\$769,135	\$2,117,499	\$2,148,896	\$2,967,359	\$3,757,497	\$3,740,957	\$4,348,977
Net Operating Revenue	\$27,577,788	\$29,903,018	\$30,574,110	\$33,996,683	\$36,232,411	\$38,864,817	\$39,532,701	\$39,709,480	\$43,652,040	\$43,402,874	\$47,039,438	\$47,015,399	\$50,285,610
Free Cash as a % of Operating Revenues	-0.3%	3.7%	0.7%	-2.6%	-2.4%	-4.9%	4.7%	4.4%	4.6%	2.8%	4.4%	4.3%	4.0%
Stabilization Fund as a % of Operating Revenues	2.3%	2.3%	2.5%	1.7%	1.6%	1.0%	1.9%	5.3%	4.9%	6.8%	8.0%	8.0%	8.6%
Reserves as a % of Operating Revenues	2.0%	6.0%	3.1%	-0.8%	-0.8%	-3.8%	6.7%	9.7%	9.6%	9.6%	12.4%	12.3%	12.6%

TAX RATE AND WS RATE ANALYSES- 2014 RATES

ALLOCATION OF TAX RATE TO APPROPRIATED EXPENSES:

<b>2014 TAX RATE:</b>		<b>\$18.84</b>	
<b>FY 2014 BUDGET SALARY/EXPENSE BREAKDOWN:</b>			
<b>Expense:</b>	<b>Expense</b>	<b>% of Total Expenses</b>	<b>\$ of Rate Attributable to Item</b>
<u>DEPARTMENT SALARIES:</u>			
EDUCATION	\$ 19,378,704	45.3%	\$8.53
PUBLIC WORKS	\$ 567,742	1.3%	\$0.25
PUBLIC SAFETY	\$ 2,702,797	6.3%	\$1.19
HEALTH & HUMAN SERVICES	\$ 157,860	0.4%	\$0.07
CULTURE & RECREATION	\$393,960	0.9%	\$0.17
GENERAL GOVERNMENT	\$1,401,566	3.3%	\$0.62
<b>DEBT SERVICE for Debt Exclusions</b>	<b>\$2,478,180</b>	<b>5.8%</b>	<b>\$1.09</b>
<b>OTHER DEBT SERVICE</b>	<b>\$959,354</b>	<b>2.2%</b>	<b>\$0.42</b>
UNCLASSIFIEDS	\$6,789,711	15.9%	\$2.99
<u>DEPARTMENT EXPENSES:</u>			
EDUCATION	\$5,445,294	12.7%	\$2.40
PUBLIC WORKS	\$1,040,385	2.4%	\$0.46
PUBLIC SAFETY	\$368,639	0.9%	\$0.16
HEALTH & HUMAN SERVICES	\$155,724	0.4%	\$0.07
CULTURE & RECREATION	\$149,256	0.3%	\$0.07
GENERAL GOVERNMENT	\$803,584	1.9%	\$0.35
<b>TOT TOWN MEETING APPROPRIATION</b>	<b>\$ 42,792,756</b>	<b>100%</b>	<b>\$18.84</b>

<b>WATER ENTERPRISE FUND EXPENSE RATE ALLOCATION:</b>			
<b>AVG. USER'S RATE</b>	<b>\$5.61</b>		
<b>FY 2014 BUDGET</b>			
<b>Expense:</b>	<b>Budgeted Expense</b>	<b>% of Total Expenses</b>	<b>\$ of Rate Attributable to Item</b>
Salaries	\$553,162	26.9%	\$1.51
Indirect Costs	\$193,200	9.4%	\$0.53
Expenses	\$524,050	25.5%	\$1.43
<b>WATER Debt DS</b>	<b>\$785,532</b>	<b>38.2%</b>	<b>\$2.14</b>
<b>Tot Enterprise Expense</b>	<b>\$2,055,944</b>	<b>100.0%</b>	<b>\$5.61</b>

<b>2014 TAX RATE:</b>		<b>\$18.84</b>	
<b>FY 2014 BUDGET</b>			
<b>Expense:</b>	<b>Expense</b>	<b>% of Total Expenses</b>	<b>\$ of Rate Attributable to Item</b>
EDUCATION TOTAL	\$ 24,823,998	58.0%	\$10.93
PUBLIC WORKS	\$ 1,608,127	3.8%	\$0.71
PUBLIC SAFETY	\$ 3,071,436	7.2%	\$1.35
HEALTH & HUMAN SERVICES	\$ 313,584	0.7%	\$0.14
CULTURE & RECREATION	\$543,216	1.3%	\$0.24
GENERAL GOVERNMENT*	\$2,205,150	5.2%	\$0.97
<b>DEBT SERVICE for Debt Exclusions</b>	<b>\$2,478,180</b>	<b>5.8%</b>	<b>\$1.09</b>
<b>OTHER DEBT SERVICE</b>	<b>\$959,354</b>	<b>2.2%</b>	<b>\$0.42</b>
UNCLASSIFIEDS**	\$6,789,711	15.9%	\$2.99
<b>TOWN MEETING APPROPRIATION</b>	<b>\$42,792,756</b>	<b>100%</b>	<b>\$18.84</b>

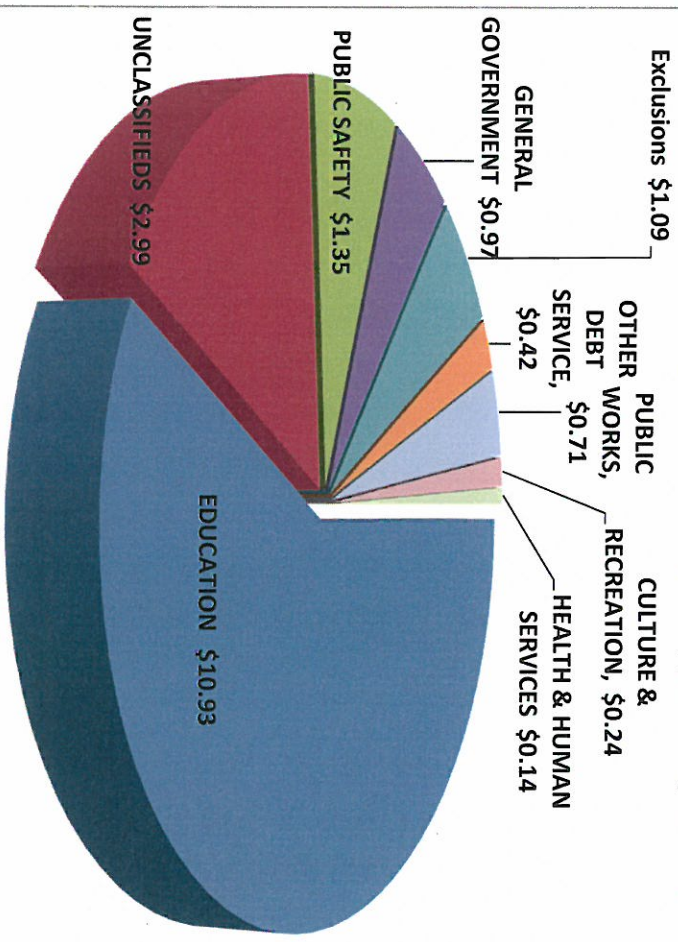
\*includes all Committee/Board expense and FinCom reserve  
 \*\* includes benefits for all employees and property/liability insurances

<b>SEWER ENTERPRISE FUND EXPENSE RATE ALLOCATION:</b>			
<b>AVG. USER'S RATE</b>	<b>\$3.53</b>		
<b>FY 2014 BUDGET</b>			
<b>Expense:</b>	<b>Projected Expense</b>	<b>% of Total Expenses</b>	<b>\$ of Rate Attributable to Item</b>
Salaries	\$173,906	17.8%	\$0.63
Indirect Costs	\$71,892	7.3%	\$0.26
Expenses (less Charles River)	\$95,880	9.8%	\$0.35
<b>SEWER Debt DS</b>	<b>\$208,165</b>	<b>21.3%</b>	<b>\$0.75</b>
Charles River Pollution	\$429,660	43.9%	\$1.55
<b>Tot Enterprise Expense</b>	<b>\$979,503</b>	<b>100.0%</b>	<b>\$3.53</b>

FY 2014 TAX RATE BY APPROPRIATION

EDUCATION	\$	10.93
UNCLASSIFIEDS	\$	2.99
PUBLIC SAFETY	\$	1.35
GENERAL GOVERNMENT	\$	0.97
DEBT SERVICE for Debt Exclusions	\$	1.09
OTHER DEBT SERVICE	\$	0.42
PUBLIC WORKS	\$	0.71
CULTURE & RECREATION	\$	0.24
HEALTH & HUMAN SERVICES	\$	0.14

### FY 2014 TAX RATE (\$18.84) BY APPROPRIATION



- EDUCATION
- UNCLASSIFIEDS
- PUBLIC SAFETY
- GENERAL GOVERNMENT
- DEBT SERVICE for Debt Exclusions
- OTHER DEBT SERVICE
- PUBLIC WORKS
- CULTURE & RECREATION
- HEALTH & HUMAN SERVICES

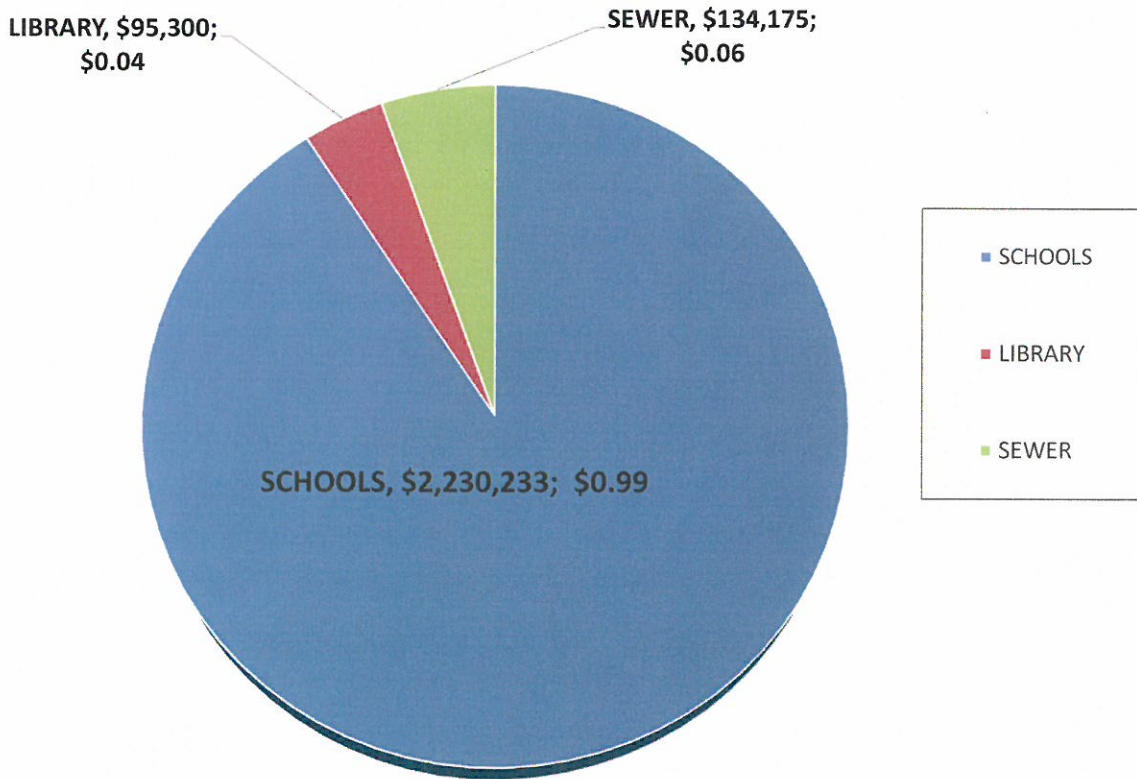
<b>DEBT SERVICE for Debt Exclusions</b>	\$2,478,180	5.8%	\$1.09
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MIDDLE SCHOOL REPAIR	921,688
LIBRARY	95,300
NEW HIGH SCHOOL	839,164
NEW ELEMENTARY SCHOOL	88,600
SCHOOL BUILDING REMODEL	183,592
SEWER CONSTRUCTION	134,175
LAND FOR SCHOOL	20,800
LAND FOR SCHOOL	120,628
SCHOOL BUILDING	55,762

2,459,708

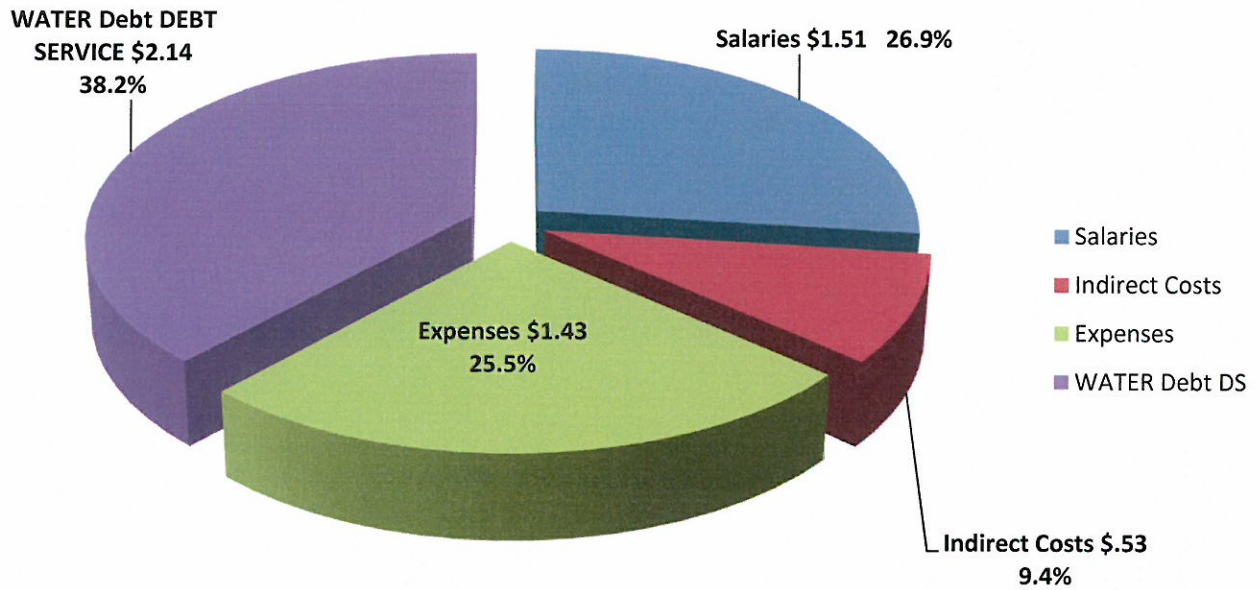
SCHOOLS	\$ 0.99	90.67%	2,230,233
LIBRARY	\$ 0.04	3.87%	95,300
SEWER	\$ 0.06	5.45%	134,175
	1.09	100.00%	2,459,708

**DEBT EXCLUSION TAX RATE (\$1.09) BY PURPOSE**



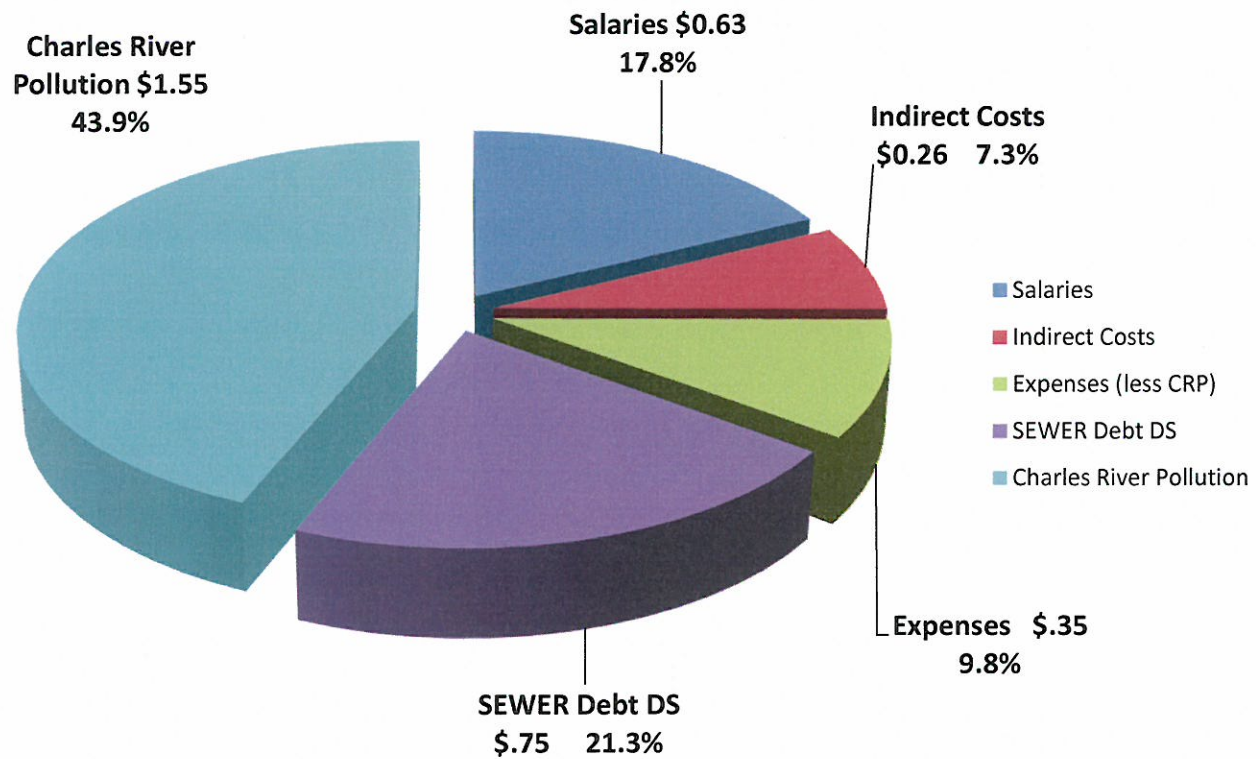
<b>Expense:</b>	
Salaries	\$1.51
Indirect Costs	\$0.53
Expenses	\$1.43
<b>WATER Debt DS</b>	<b>\$2.14</b>
TOTAL	\$5.61

## 2014 WATER RATE (\$5.61) COST ANALYSIS



Salaries	\$0.63
Indirect Costs	\$0.26
Expenses (less CRP)	\$0.35
SEWER Debt DS	\$0.75
Charles River Pollution	\$1.55
<b>TOTAL</b>	<b>\$3.53</b>

## 2014 SEWER RATE (\$3.53) COST ANALYSIS



# **AGENDA ITEM #10**

## **Discussion – Amendment of Alcohol Policy (One-Day Licenses)**

*Associated back up materials attached:*

- One-day license excerpt of Selectmen's Alcohol Policy
- MIA recommendation re: coverages and liability



### III.

#### A. One Day or Special Licenses:

The following types of organizations and individuals are eligible for one-day alcoholic beverage licenses under this policy. Other organizations or individuals may submit applications for consideration.

- Civic or municipal organizations
- Commercial establishments (beer and wine only)
- Fraternal organizations
- Non-profit organizations
- Non-profit unincorporated associations
- Individuals holding social events
- Unincorporated groups or organizations not engaged in the sale for profit of alcoholic beverages.
- Service clubs
- Veterans' organizations

#### CRITERIA FOR APPROVAL:

The following matters will be taken into account in approving one-day licenses:

1. **ADMISSION AGE:** The Board will require that sufficient trained servers are present at a function so as to assure compliance with the sale or furnishing of alcoholic beverages to eligible attendees only.
2. **FREQUENCY:** The Board considers one-day licenses to be primarily for the purpose of sponsoring a function that would be considered a special occasion. One-day licenses are not intended as an alternative to an annual license.
3. **ACCEPTANCE OF CONDITIONS:** Acceptance of a one-day license under this policy will be deemed to be an acceptance of the conditions of the license and an agreement with the Town of Medway to be bound thereby.

#### CONDITIONS TO BE CONTAINED IN ONE-DAY LICENSES:

1. **CERTIFICATION OF SERVERS:** All persons engaged in furnishing alcoholic beverages at a licensed function, whether by sale or without charge are required to be certified servers. All servers must be certified as having completed an alcoholic beverage training program approved by the Town and have evidence of such valid certification in their possession.
2. **HOURS OF SERVICE OF ALCOHOLIC BEVERAGES:** The hours of sale and service for all one day licenses shall conclude by 1:00 a.m. The "last call" for all such licenses shall be no later than 12:30 a.m. The function shall conclude at 1:00 a.m., at the same hour as the license. Entertainment licenses shall state that the function shall conclude at 1:00 a.m.
3. **NUMBER OF PERSONS ON PREMISES:** The number of persons may not exceed the occupancy limits allowed by law for the premises on which the license will be exercised.
4. **POLICE DETAIL:** The number of officers, if any, and the hours during which a police detail will be required within the licensed premises and, if required, for orderly parking and traffic control will be

recommended by the Police Department. Generally those hours will include the entire duration of the function, including after service hours. The factors to be considered include the location of the premises, availability of on-site parking, the number of persons estimated to be in attendance and the time and duration of the function.

**ADDITIONAL PROVISIONS:**

**Departmental Approvals:** The Board of Health and the Building Inspection Department must approve the licensed premises. For any function to which the general public will be admitted, the Building Inspection Department must approve the licensed premises as meeting handicap accessibility requirements.

**Neighborhood Impact:** The applicant or such other person designated by name, address and local telephone number in the application will be responsible for the orderly conduct of the function for which the license is issued. Consumption of alcoholic beverages outside of the structure within which the licensed function is to be held will not be permitted. Music, noise, or other function related activities must not create an undue imposition upon any adjacent residences. Police detail officers will be instructed to respond appropriately to complaints. Such response may include an order to terminate the event or otherwise limit the offending activity.

**Submission of Applications:** Applications must be complete with all necessary endorsements when submitted to the Licensing Office and shall be submitted sufficiently in advance of the day upon which the licensed function is to begin so that it can be reviewed and approved or denied by the Board of Selectmen.

A one-day liability policy or bond may be required.

**License Application Fee:**

The fee for a one-day license is \$50.00. This fee may be waived at the discretion of the Board of Selectmen.

**From:** Janet Nolan [mailto:Janet.Nolan@cabotrisk.com]  
**Sent:** Monday, March 31, 2014 10:39 AM  
**To:** Allison Potter  
**Subject:** RE: Alcohol on Town Property

Hi Allison:

Please be advised whenever the Town allows an outside group to utilize Town premises, whether for consideration or otherwise and alcohol will be present, we recommend that the Town obtain a Certificate of Insurance from the outside entity using the property affording the following:

- 1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. To include liquor liability coverage if alcohol is present. The Town should be named as an "Additional Insured".
- 2) Automobile Liability (applicable for any outside organization who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".
- 3) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an Additional Insured.

If an event is being catered then the caterer should be able to provide the above. Also, the Bartenders should be tips certified.

Additionally, it is our recommendation that an agreement be drafted by the Town's Legal Counsel with respects to outside organizations utilizing Town premises. The agreement should be signed by both the Town and the outside organization requesting to use the premises and state that the Town accepts no liability with respect to any claims which might arise out of the organization's/participant's activities and further stipulate that the Town be held harmless accordingly.

Please be advised that the above requirements are the minimum insurance limits we recommend. It is the Town's decision as to whether higher or lower limits are needed.

If you have any questions, please do not hesitate to give me a call.

Regards,

Janet Nolan  
Account Manager  
Member Services  
15 Cabot Road  
Woburn, MA 01801-1003  
Direct Dial #781-939-6863  
800-526-6442 x6863  
800-222-5963 x6863  
Fax #781-376-9907

# AGENDA

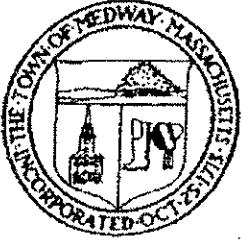
## ITEM #11

**Approval – Special One-Day  
Liquor License – Thayer Property  
– June 22, 2014**

*Associated back up materials attached:*

- Application submitted by Walter and Lisa Johnson
- Insurance certificate
- Recommended coverages
- Police Dept. recommendation

**Proposed motion:** I move that the Board approve a one-day liquor license for the Johnson's June 22 event at the Thayer property. [conditions?]



Town of Medway

**BOARD OF SELECTMEN**

155 Village Street, Medway MA 02053

(508) 533-3264 • FAX: (508) 321-4988

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

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

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

For Profit License Fee: \$50 (Eligible for Wine & Malt Only)

Date 3/12/2014

All Alcohol \_\_\_\_\_ Wine and Malt

Event Wedding Shower

Name of Organization/Applicant Walter & Lisa Johnson

Address 10 Cassidy Lane Medway MA

SS# or FID# 019-58-3804

Phone (508) 533-4515 Fax ( ) Email WJohnson@Richardsoncpa.com

Non-Profit Organization Y \_\_\_\_\_ N

Attach non-profit certificate of exemption

Event Location Thayer House - (Rented out)

Event Date 6-22-2014

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

Is event open to the general public? Y \_\_\_\_\_ N

Estimated attendance 70 persons

Will there be an age restriction? Y \_\_\_\_\_ N X

Minimum age allowed:

How, where and by whom will ID's be checked? Lisa Johnson & by  
parents (Family)

Is there a charge for the beverages? Y \_\_\_\_\_ N X

Price structure:

**Alcohol server(s)**

Attach Proof of Alcohol Server Training

N/A

Provisions for Security, Detail Officer N/A

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

Experience Just Basic Law's

**The following may be required:**

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Applicant's Signature [Signature]

Applicant's Name Walter & Lisa Johnson

Address 10 Cassidy Lane Medway MA 02053

Phone (508) 533-4515 Fax ( ) \_\_\_\_\_ Email WJohnson@RichardsonCPA.com



# INSURANCE BINDER

OP ID DD DATE (MM/DD/YYYY)  
04/01/2014

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

<b>AGENCY</b> Malloy Insurance Agency, Inc. 89 B Main Street Medway MA 02053 Edward F. Malloy PHONE (A/C, No., Ext): 508-533-6660 FAX (A/C, No.): 508-533-1969 CODE: 020101300 SUB CODE:		<b>COMPANY</b> Preferred Mutual Insurance Co BINDER # 5311 DATE EFFECTIVE TIME EXPIRATION TIME 10/03/13 12:01 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM 10/03/14 <input checked="" type="checkbox"/> 12:01 AM NOON	
<b>AGENCY CUSTOMER ID:</b> JOHNWAI <b>INSURED</b> Walter R Johnson Lisa Johnson 10 Cassidy Lane Medway MA 02053-2367		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # PHO0100638969 <b>DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)</b> ONE FAMILY OWNER OCCUPIED FRAME DWELLING LOCATED AT 10 CASSIDY LN, MEDWAY MA 02053	

**COVERAGES**

TYPE OF INSURANCE	COVERAGE FORMS	LIMITS	
		DEDUCTIBLE	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> HO3- 04/91	A. Dwelling B. Other Structures C. Personal Property E. Pers Liability Ea Occur	500	277000 27700 193900 500000
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
<b>AUTOMOBILE LIABILITY</b> <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	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$	
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL:		ACTUAL CASH VALUE STATED AMOUNT \$ OTHER	
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$	
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
<b>SPECIAL CONDITIONS/ OTHER COVERAGES</b>	FOR THE BENEFIT OF LIABILITY EXTENDED TO BRIDAL SHOWER AT TRAYER HOMESTEAD	FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$	

**NAME & ADDRESS**

TOWN OF MEDWAY  MEDWAY MA 02053	MORTGAGEE LOSS PAYEE <input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE Edward Malloy	

## Allison Potter

---

**From:** Allison Potter  
**Sent:** Friday, March 14, 2014 9:07 AM  
**To:** 'wjohnson@richardsoncpa.com'  
**Subject:** Ins. Cert. for Shower at Thayer Homestead

Dear Mr. Johnson,

I received your application for a one-day liquor license for the wedding shower, which was accompanied by a certificate of insurance. It appears the certificate is lacking some of the language the Town requires. I have provided the requirements below and thought perhaps you could follow up with your insurance agent to address them. I am sorry for the inconvenience.

If you have any questions for me, please let me know.

Thanks,  
Allison

The renting organization or individual will be required to complete and sign the *Contract for Use of Thayer Homestead*. Liability insurance protecting against claims for bodily injury and property damage in the minimum amount of \$1,000,000 per occurrence is required as part of the rental agreement. The individual/organization must obtain and maintain such insurance for the day of the event. A certificate of insurance must be provided as proof of said insurance at the time of submission of the contract form or with submission of the final payment. The certificate shall include the organization or individual and the event date, and shall confirm that the Town is named as an additional insured if required.

If the organization or individual desires to bring their own alcoholic beverages to the event, in addition to the insurance requirements listed above, the liability policy must be endorsed to include host liquor liability coverage using ISO Form No. HO 00 03 04 91, CG 00 01 10 01, SB 00 06 11 99 or equivalent. Evidence of such coverage shall be listed on the certificate of insurance.

If the organization or individual desires to serve alcoholic beverages which will be provided by a vendor or another party, in addition to the insurance requirements listed, the vendor/server must obtain and maintain a liability policy protecting against claims for bodily injury and property damage in the minimum amount of \$1,000,000 per occurrence, including liquor liability coverage using ISO Form No. CG 00 33 04 13 or equivalent, and the policy must name or include the Town of Medway as an additional insured, including on the liquor liability coverage. The insurance policy shall contain clauses waiving any right of subrogation against the Town and making such insurance primary and non-contributory, either through the policy itself or by endorsement. A certificate of insurance for the vendor/server must be provided as proof of said insurance at the time of execution of the use application.

Allison Potter  
Asst. to the Town Administrator  
Town of Medway  
508-533-3264  
508-321-4988 (f)





# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 19, 2014

To: Suzanne Kennedy  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer House- Johnson event

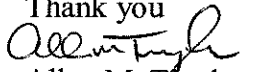
I have reviewed the request from Walter and Lisa Johnson, 10 Cassidy Lane, Medway Ma. requesting a one day liquor license for a wedding shower, to be held at the Thayer House, 2B Oak Street, Medway Ma.

Based on the information I received the event is scheduled for June 22, 2014 during the afternoon hours.

The only concern I have is the applicants Walter and Lisa Johnson will be serving the beer and wine to the guests and also checking ID's. Under the Town of Medway's alcohol policy for a one day license, under admission age, The policy states: The board will require that sufficient trained servers are present at the function so as to assure compliance with the sale or furnishing of alcoholic beverages to eligible attendees only. Also under Conditions to be contained in one-day licenses, Section 1. States all persons engaged in furnishing alcoholic beverages at a licensed function, whether by sale or without charge are required to be certified servers. All servers must be certified as having completed an alcoholic beverage training program approved by the town and have evidence of such valid certification in their possession.

In speaking with Walter Johnson it doesn't appear that they currently have a certified alcohol server to serve the beer and wine at their event.

Thank you

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

## **ITEM #12**

**Approvals – Bicycle Ride for Food  
– Sept. 21, 2014; CF Cycle for Life  
Tour – Oct. 11, 2014; Christina  
Clarke Genco Mother’s Day  
Memorial Ride – May 11, 2014**

*Associated back up materials attached:*

- Ride for Food request and Police Dept. recommendation
- Cystic Fibrosis Foundation request and Police Dept. recommendation
- Christina Clarke Genco Foundation request and Police Dept. recommendation

**Proposed motion:** I move that the Board approve the requests as presented with the condition that each organization fulfill the Police Dept. recommendations with respect to the hiring of detail officers for their events.

March 15, 2014

PO Box 1356  
Dedham, MA 02027

Board of Selectmen  
155 Village Street  
Medway, MA 02053

Dear Board of Selectmen,

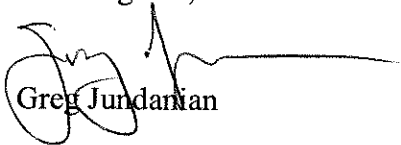
I am writing to request for permission to direct a portion of our third annual bicycle Ride for Food through Medway, MA on Sunday morning September 21<sup>st</sup>, 2014.

The purpose of the Ride for Food is to raise awareness and funds to combat hunger in New England communities. We are organized as an all-volunteer group with the goal of gradually expanding the ride to ultimately include 20-30 food pantries, but doing so slowly. This year the Ride for Food will benefit food pantries in Concord, Dedham, Jamaica Plain, Maynard, Natick, Needham, Westwood, and Wellesley and additionally the Boston Area Gleaners and The Food Project. Each rider has a choice of a 12, 25 or a 50 mile route. Only riders choosing the 50 mile route (<http://ridewithgps.com/routes/2460525>) will travel through Medway. Based on last year's percentages of riders choosing the 50 mile option, we estimate that approximately 75-100 riders will be cycling through your town, and will do so on a staggered basis leaving Dedham at approximately 8AM and will likely be coming briefly into Medway around 9:30AM via Millis by Village Street. Riders will take a right onto Holliston Street crossing Route 109 at the light and then travel into Holliston from there.

Our website [www.threesquaresne.org](http://www.threesquaresne.org) is being updated for this year's Ride for Food, but one can find the routes mapped out under the Rider tab or go the link listed above.

Thank you for considering this proposal. Please contact me at 781-775-0125 or at [greg@threesquaresne.org](mailto:greg@threesquaresne.org) if you have any further questions.

Best Regards,



Greg Jundarian

cc: Chief Allen Tingley

AXIS 8000(08/10)	<b>CERTIFICATE OF INSURANCE</b>	04/03/2014
<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783		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.
<b>INSURED</b> League of American Wheelmen dba League of American Bicyclists 1612 K Street NW, Suite 308 Washington, DC 20006		
<b>THREE SQUARES NEW ENGLAND</b> PO 1356 DEDHAM, MA 02026		
		<b>INSURERS AFFORDING COVERAGE</b> INS. A: AXIS Insurance Company INS. B: INS. C:
		CERT NUMBER: 1001153270

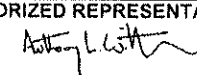
**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
					DESCRIPTION	AMOUNT
A	GL	AXGL05102049-14	02/01/2014 12:01 a.m.	02/01/2015 12:01 a.m.	General Aggregate-Per Club	3,000,000
					Products-Completed Operations Aggregate	3,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured-Certificateholders, but only with respect to THREE SQUARE NEW ENGLAND on September 21, 2014.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
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.
	<b>AUTHORIZED REPRESENTATIVE</b> 



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 24, 2014

To: Suzanne Kennedy  
Town Administrator

From: Allen M. Tingley  
Chief of Police

RE: Bicycle Ride for Food

I have reviewed the bicycle route, for the Bicycle Ride for Food, scheduled for Sunday September 21<sup>st</sup> 2014. I would approve of the issuing of the permit with the stipulation that one detail officer be hired by the organization (intersection of Main and Holliston Street) to assure the safety of the riders and the movement of traffic during the bicycle ride.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Allen M. Tingley", written in a cursive style.

Allen M. Tingley  
Chief of Police



March 19, 2014

Board of Selectmen  
Town Hall  
155 Village Street  
Medway, MA 2053

RE: Annual CF Cycle for Life Bicycle Tour, October 11, 2014

Dear Board of Selectmen:

I am writing to request your approval for the **2014 CF Cycle for Life** to travel through the town of Medway. The event is a single day charity bicycle ride to benefit the Cystic Fibrosis Foundation. Over the past sixteen years, more than \$1.16 million have been raised by dedicated CF volunteers and participants.

This year's ride is scheduled for Saturday, October 11, 2014. We have changed the format of the ride to a single start, so all 350 riders will leave Holliston at 9:00 am traveling through various towns and back. The event starts and finishes at the Fatima Shrine on Summer Street in Holliston. We offer three routes, 12 30 and 65 miles. All cue sheets are enclosed.

As always, our priority is making the ride as safe as possible by keeping to side roads when practical and providing support to all riders. We anticipate having 350 riders again this year.

Cystic Fibrosis (CF) is a genetic disease that affects over 30,000 children and young adults each year and is the most common life-threatening genetic disease in the United States today. Funds raised by riders and sponsors support the efforts of the talented scientists who are racing towards a cure for CF, and who will assure that children and adults fighting CF will lead long and healthy lives.

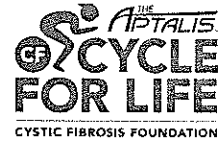
If you have any questions, please do not hesitate to contact me at the Cystic Fibrosis Foundation in Natick at (800) 966-0444 or email us at [twaite@cff.org](mailto:twaite@cff.org). Thank you for your past support and your willingness to help this year.

Sincerely,

Theresa Waite  
Senior Director of Development

# 12 MILE ROUTE – (JENNA LOOP)

CF Cycle for Life Saturday October 11, 2014



Leg	Total	Dir	Cite
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street. Stay on Central Street bearing to the right. (avoiding Fiske Street)
0.9	5.8	L	<b>MANDATORY REST STOP (Lutheran Church)</b>
			<b>*Please check in with volunteers*</b>
			<b>From Rest Stop:</b>
1.1	6.9	R	Bullard Lane
0.6	7.5	R	Orchard Street (becomes Goulding Street in Holliston)
1.5	9.0	L	Norfolk Street
0.2	9.2	R	Hill Street into Medway
0.9	10.1	L	Winthrop Street
1.0	11.1	R	Partridge Street
0.1	11.2	BL	Partridge Street
0.1	11.3	R	Lovering Street
0.6	11.9	R	MA-126 N/ Summer Street into Holliston
0.9	12.8	L	<b>FINISH LINE at Fatima Shrine</b>
			<b>*Please check in with volunteers*</b>

**Rules of the Road:**

*Always ride single file. Although we have help from the local police details at certain locations, they are NOT closing any roads.*

*Communicate with other riders when passing.*

*Use hand signals where possible and never assume a motorist can see you.*

**Remember, safety first!**

*If you need assistance, please wait at roadside and flag down a sagwagon. Don't be shy about asking for help. Dial 911 in an Emergency.*

**Dial 617-529-8262 if you get off the route and cannot find your way back.**

# 65 MILE ROUTE

CF Cycle for Life Saturday October 11, 2014



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (Rt. 27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		<b>OPTIONAL REST STOP (Farm Pond)</b>
0.7	10.7	S	Cross Farm Road; continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - cross bridge
0.2	14.8	R	Glen Street into Dover
2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving Rte 115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	<b>MANDATORY REST STOP (Holliston Senior Center)</b> <b>*Check in with volunteers*</b>
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.6	28.1	R	Adams Street
1.0	29.1	L	MA-126 S/ Summer Street
1.0	30.1	R	MA-109 W/ Milford Street
1.6	31.7	R	Clark Street (turns into South Street in Holliston)
1.3	33.0	L	Rockland Street
0.3	33.3	S	Cross MA-16 onto Adams Street
0.0	33.3	R	Adams Street
1.9	35.2	L	Hanlon Road (turns into College St in Hopkinton)
0.9	36.1	R	MA-85 N/Hayden Rowe Street





# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

March 24 2014

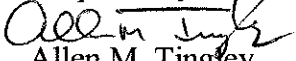
To: Suzanne Kennedy  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: CF Cycle for Life

I have reviewed the bicycle route, mapped out for the CF Cycle for Life Bicycle Ride, scheduled for October 11, 2014. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the riders and the movement of traffic during the bicycle ride.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police

## Allison Potter

---

**From:** Genco, Caroline A <cgenco@bu.edu>  
**Sent:** Friday, March 28, 2014 11:26 AM  
**To:** Allison Potter  
**Cc:** Weinbaum, Paige, Jenna; david\_fusco@hotmail.com  
**Subject:** Application for Bike Ride- Medway- May 11 2014  
**Attachments:** Medway1.pdf; Medway2.pdf; Medway3.pdf; Medway4.pdf; Medway5.pdf

Dear Allison

The CCG Foundation will be holding it's Annual Mother's Day Ride again this year on May 11, 2014. We will be using the same route as last year and will be working with Sgt Watson from the Police Department.

I am attaching our application for a Public Event Application- this year we are starting earlier than last year, so hopefully this can go to the April meeting of the Board of Selectman for approval.

Please let me know what additional information you need.

I am in my office all day today if you would also like to speak on the phone to clarify any issues.

Regards-

Caroline  
Caroline Attardo Genco, PhD

Professor  
Department of Medicine, Section of Infectious Diseases  
Department of Microbiology  
Boston University School of Medicine  
650 Albany Street Room 626  
Boston MA 02118  
phone 617-414-5305  
cell 617-610-5305  
fax 617-414-5298  
email cgenco@bu.edu  
Web sites  
<http://www.bumc.bu.edu/gencolab/> <http://www.bumc.bu.edu/pid/>



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

**PUBLIC EVENT APPLICATION**  
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)

Date: 3-18-2014

Applicant Name: Caroline Genco  
Applicant's Organization: Christina Clarke Genco Foundation  
Contact Name: Caroline Genco  
Address: PO Box 610192, Newton MA 02461

Telephone # 617-610-5305 Email: [cgenco@bu.edu](mailto:cgenco@bu.edu)

Date and Hours of Event: Sunday May 11, 2014 8AM – 4PM  
Location of Event: (Must provide written permission of property owner)

City of Newton, Town Hall, 1000 Commonwealth Ave, Newton- Start and Finish

For Parades, Marches, Road Races: Assembly Location, Route, Dispersal Location:

Complete Route for Ride is found on our website- [ccgfoundation.org](http://ccgfoundation.org)

Also see attached Fact Sheet

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[Attach map of route]

Description	of	Event	and	Proposed	Activities:
The 2012 and 2013 Mother's Day Memorial Rides were a huge fundraising success with over 300 cyclists and over 100 volunteers coming together for a day of family fun, filled with food, live music, prizes, and the joy of giving back to the community. The majority of funds raised in went to support affordable housing projects in partnership with Bike & Build and Habitat for Humanity. The 2014 Mother's Day Memorial Ride will continue in this tradition and will offer routes of varying distances to appeal to riders of different abilities. The distances of the routes reflect the number 34 in honor of Christina's lacrosse jersey number and include the following family ride – 10:30AM start, 17 mile ride- 10AM start, 34 mile ride- 9AM start, 68 mile ride- 8AM					

Expected Number and Type of Participants (persons, animals, vehicles): \_\_\_\_\_  
Total of 300 riders for combined 4 routes- ~ 75 per route

Audience/Spectator Estimate: \_\_\_100 volunteers at Newton City Hall

Describe all crowd control, traffic control, or other safety measures: \_\_\_\_\_

All Police Departments for All town / Cities- volunteers along the 4 routes/ rest stops along the routes

Insurance Information: Will send under separate cover

Issuing Company: \_\_\_RL Tennant Insurance Agency 1149 Washington St Newton MA 02460 617-969-1300 \_\_\_\_\_

Public Liability Coverage Limit: Each occurrence 1 million general aggregate 3 million

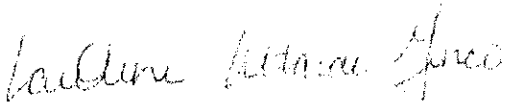
**Requirements:**

You may be required to obtain a police detail or other additional municipal services. Costs for these are the responsibility of the applicant and prepayment, a deposit, or surety for payment may be required.

You are required to provide the Town of Medway with Certificate of Insurance evidencing minimum public liability coverage of \$1,000,000/\$3,000,000 for the event and listing the Town of Medway as an additional insured.

**NOTE:** Approval of permit is based upon Board of Selectmen's determination that event will not pose a substantial risk of endangering public health, safety or welfare, based upon its application of public safety criteria.

Applicant, By: Caroline Genco, President Christina Clarke Genco Foundation  
Signature Title



Print Name

Food Permits - Contact Board of Health for requirements 508- 533-3206

Fire Details-Permits - Contact Fire Department for required permits 508-533-3213

Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253

Police Details – Contact Police Department - Safety Officer - 508-533-3212

Workers Compensation Affidavit & Information Page from the Workers Comp. Policy must be submitted before license is issued.

**PUBLIC EVENT APPLICATION**  
**(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)**

Applicant: Christina Clarke Genco Foundation

Date: 3-18-2014

***COMMENTS: FOR TOWN USE ONLY***

*Police/Safety Officer:* \_\_\_\_\_

*BOH* \_\_\_\_\_

*Fire:* \_\_\_\_\_

*Inspection:* \_\_\_\_\_

*Approval: Yes No*

*Conditions:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **The Christina Clarke Genco Mother's Day Memorial Ride Sunday, May 11, 2014**

The third annual Christina Clarke Genco Mother's Day Memorial Ride will be held on May 11, 2014 to support the Christina Clarke Genco Foundation. The memorial ride will commemorate Christina Genco's life and raise funds for the three CCF Foundation funds listed below. Christina was the Group Leader and was on her second service trip with Bike & Build, riding her bicycle across the U.S. to raise funds and awareness for affordable housing, when a tragic accident took her life at the age of 22. Christina's short journey through life was driven by her passion for helping others. She will always be remembered for her gentle spirit, athleticism, creativity, and commitment to making a difference in the world at such a young age.

### **About the CCG Foundation**

The mission of the Christina Clarke Genco Foundation is to inspire youth through athleticism and community service. We encourage young people to channel their energy towards the development of skills and personal qualities that will enhance their life. We believe in encouraging a generation to find their passion- while making a difference in their communities, and enhancing the well being of their friends and families.

The Foundation concentrates on 3 established funds: 1) Affordable Housing; 2) Athletic Scholarship; and 3) Safe Biking. The Affordable Housing Fund provides volunteer and financial support to affordable housing organizations for the construction of homes. The Athletic Scholarship Fund provides recipients with an award to cover the costs for their participation in team sports and, in return, the recipients make a commitment to pursue volunteer activities in service to their community. The Safe Biking Fund implements safety education and awareness for drivers and cyclists, distributes bicycle maps, safety packets, and safety equipment to local residents and college students.

### **About the Ride**

The 2012 and 2013 Mother's Day Memorial Rides were a huge fundraising success with over 300 cyclists and over 100 volunteers coming together for a day of family fun, filled with food, live music, prizes, and the joy of giving back to the community. The majority of funds raised in 2012 and 2013 Rides went to support affordable housing projects in partnership with Bike & Build and Habitat for Humanity. The 2014 Mother's Day Memorial Ride will continue in this tradition and will offer routes of varying distances to appeal to riders of different abilities. The distances of the routes reflect the number 34 in honor of Christina's lacrosse jersey number and include the following:

- Family ride – 10:30AM start
- 17 mile ride- 10AM start
- 34 mile ride- 9AM start
- 68 mile ride- 8AM

The registration fee for the Family ride is per \$35 per family and children under 16 ride free. For the 17, 34, and 68 mile rides the registration fee is \$45 per person. In addition to the registration fee, although not required, we encourage riders to set a personal fundraising goal. All funds raised will support the overall mission of the Foundation. The Mother's Day Ride will begin and end at Newton City Hall. A Safe Biking Clinic will be offered on-site in partnership with Bike Newton ([bikenewton.org](http://bikenewton.org)). Cycle Loft ([cycleloft.com](http://cycleloft.com)) will provide overall logistical support. The ride will coincide with Habitat for Humanity's Women Build Week of 2014.

### **Corporate Sponsorship Opportunities**

The Christina Clarke Genco Foundation is currently in search of enthusiastic corporate sponsors for the memorial ride. The following corporate sponsorship opportunities are listed below.

#### **Founding Sponsor - \$2,500 gift**

Our Founding Sponsors represent an exclusive group, limited to four corporate sponsors. Founding Sponsors will receive registration for 10 riders and will be included in all publicity efforts.

#### **Gold Sponsor - \$5,000 gift**

Our Gold Sponsors will receive free registration for 20 riders and will be included in all publicity efforts. Gold Sponsors will be recognized at a check presentation before the ride.

#### **Platinum Sponsor – Greater than \$5,000 gift**

Our Platinum Sponsors will receive free registration for an unlimited number of riders and will be included in all publicity efforts. Platinum Sponsors will be recognized at a check presentation before the ride. We will also work with our Platinum Sponsors to further personalize and acknowledge their contributions.

#### **In Kind Sponsor**

We will eagerly accept goods and services from additional sponsors to support the memorial ride. In Kind Sponsors will be acknowledged in all publicity efforts.

The CCG Foundation is a 501(c)3 registered nonprofit organization.

To learn more about The Christina Clarke Genco Foundation and to contact us about becoming a corporate sponsor, please visit our website <http://CCGFoundation.org>



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 1, 2014

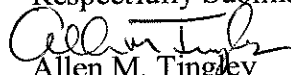
To: Suzanne Kennedy  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: CCG Foundation Mothers Day Memorial Ride

I have reviewed the bicycle route mapped out for the CCGF Mothers Day Memorial Ride, scheduled for May 11, 2014. I would approve of the issuing of the permit for this bicycle ride with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the bicycle ride. The two detail officers would be stationed at the intersections of Main and Evergreen Street and Lovering and Holliston Street, to assist the bicycle riders through these two heavily traveled intersections.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police



# **AGENDA**

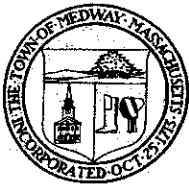
## **ITEM #13**

**Authorization to Expend Wetlands Protection Funds to Supplement Conservation Agent's Fiscal Year 2015 Salary Budget - \$10,920**

*Associated back up materials attached:*

- ConCom vote approving expenditure of funds

**Proposed motion:** I move that the Board approve the expenditure of \$10,920 of Wetlands Protection Funds to supplement the Fiscal Year 2015 Conservation Agent salary budget for the purpose of administering and enforcing the Mass. Wetlands Protection Act.



**TOWN OF MEDWAY**  
**Conservation Commission**  
 155 Village Street  
 Medway, Massachusetts 02053

David Travalini, Chair  
 Ken McKay  
 Tony Biocchi  
 Glenn Murphy  
 Jennifer Bosselman

USE OF MA WETLAND PROTECTION FUND (Chapter 43 Section 218 of the Acts of 1997)(Amending M.G.L. Chapter 131 Section 40)

We, the undersigned, being a majority of the Conservation Commission of the Town of Medway, Massachusetts, hereby certify that at a meeting duly held on February 6, 2014, the Commission voted to approve the allowable expenditure and use of up to ~~three thousand nine hundred dollars (\$3,990)~~ <sup>ten thousand nine hundred and eighty dollars</sup> <sup>DAT</sup> of the Wetland Protection Fund Revolving Account to increase the Conservation Agent hours from 20 <sup>DAT</sup> hours to 25-30 hours per week for the remainder of FY 2014, specifically March 1, 2014 through June 30, 2014 <sup>DAT</sup> to administer and enforce the MA Wetlands Protection Act. <sup>(10,920)</sup>

CONSERVATION COMMISSION

*[Handwritten signature]*  
 \_\_\_\_\_  
*[Handwritten signature]*  
 \_\_\_\_\_  
*[Handwritten signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I, Suzanne Kennedy, Town Administrator of Medway, Massachusetts, hereby certify in writing the approval for the Conservation Commission to spend up to ~~\$3,990~~ <sup>\$10,920.00</sup> of the Wetland Protection Fund for the aforementioned allowable use.

TOWN ADMINISTRATOR

Signature

Date

*[Handwritten signature of Suzanne Kennedy]*  
 \_\_\_\_\_

02/11/2014

# **AGENDA**

## **ITEM #14**

### **Authorization of Chairman to Execute Contract Amendment – Collins Center – Performance Management Consulting Services - \$3,000**

*Associated back up materials attached:*

- Amendment to service agreement
- Town Counsel's approval as to form
- Original agreement

**Proposed motion:** I move that the Board authorize the Chairman to execute an amendment to the Collins Center service agreement for professional services related to performance management in an amount not to exceed \$3,000.



**EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT**  
 JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES  
 UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard  
 Boston, MA 02125-3393  
 P: 617.287.4824  
 F: 617.287.5566  
 mccormack.umb.edu/centers/cpm  
 collins.center@umb.edu

**AMENDMENT TO SERVICE AGREEMENT**  
**Town of Medway**

This Amendment made on this as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 amends the Service Agreement ("Agreement") made on May 6, 2013 between the Town of Medway, 155 Village Street, Medway, MA 02053 ("Town"), and the University of Massachusetts Boston ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (collectively "the Parties").

Whereas, the Agreement reads: "the Center will use reasonable efforts to provide the Professional Services from the date of the agreement until February 28, 2014";

Whereas, the Town remains in need of said services; and,

Whereas, the Center is willing and able to continue providing the services described in the Agreement;

WHEREAS, the Parties wish to amend certain provisions of the Agreement; and,

WHEREAS, Section 12 of the Agreement entitled "Entire Agreement" allows for the Parties upon mutual agreement to amend the Agreement by executing a written amendment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree to amend the Agreement as follows:

1. UMass Boston and the Town have caused this Amendment, extending the period of the Agreement from February 28, 2014 to June 30, 2014, to be executed by their duly authorized representatives as of the Effective Date.
2. Section 4. Payments shall be amended to read, "...a sum for Professional Services of ~~\$12,000~~ **\$15,000**..." and,

All other terms and conditions of the Contract remain in full force and effect.

**Town**

BY: \_\_\_\_\_


NAME:

TITLE:

*Availability of Funds*  
*Carol Pratt 3/28/14*  
*0114502 5380*

**Edward J. Collins, Jr. Center for Public Management**

**University of Massachusetts Boston**

BY:   
 Stephen McGoldrick, Interim Director

BY: \_\_\_\_\_  
 Ellen O'Connor, Vice Chancellor for A & F  
 UMass Boston

**From:** Barbara Saint Andre [mailto:bsaintandre@petrinilaw.com]  
**Sent:** Monday, March 24, 2014 6:13 PM  
**To:** Allison Potter  
**Cc:** Suzanne Kennedy  
**Subject:** RE: Collins Center Agreement Amendment

CONFIDENTIAL NOT A PUBLIC RECORD  
ATTORNEY CLIENT PRIVILEGE/NOT FOR PUBLIC RELEASE

Allison, the proposed amendment is approved as to form.

Barbara J. Saint André  
Petrini & Associates, P.C.  
372 Union Avenue  
Framingham, MA 01702  
Tel. (508) 665-4310  
Fax (508) 665-4313  
[bsaintandre@petrinilaw.com](mailto:bsaintandre@petrinilaw.com)

<http://www.petrinilaw.com/>

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IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with the requirements imposed by the IRS, Petrini & Associates, P.C. hereby provides notice to the recipient(s) of this e-mail that any U.S. tax advice herein contained in this communication, including any attachments hereto, is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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**PROFESSIONAL SERVICE AGREEMENT**  
**Town of Medway**

This Service Agreement ("Agreement") is made as of this 6<sup>th</sup> day of May, 2013 ("Effective Date") between the Town of Medway, 155 Village Street, Medway MA, 02053, acting by and through its Board of Selectmen ("Town") and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Boulevard, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A (the Scope of Services), which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until February 28, 2014. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy.
4. Payment. The Town agrees to pay to UMass Boston a sum for Professional Services of \$12,000 (twelve thousand dollars) for the performance of the work described in Exhibit A, inclusive of the Center's expenses.

University of Massachusetts Boston  
Edward J. Collins Jr. Center for Public Management  
100 Morrissey Blvd.  
Boston, MA 02125-3393  
Attn: Stephen McGoldrick

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein, but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.
6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.
7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

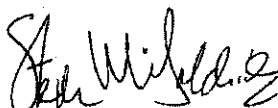
Town

BY: 

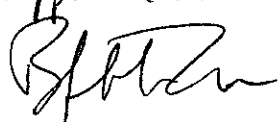
NAME: Andrew Espinosa

TITLE: Chair, Board of Selectmen

UMass Boston

BY:   
Stephen McGoldrick, Deputy Director

BY: \_\_\_\_\_  
Ellen O'Connor, Vice Chancellor for A & F  
UMass Boston

*Approved as to form*  


  
01125002 5383

## **Exhibit A: Scope of Services**

### **Full Program Support (Option 2)**

**Through this program, the Center will provide the following services to the Town:**

- 1. Diagnostic evaluation of state of municipal data systems and data use:**
  - The Center will be available to perform an evaluation of the state of data systems and usage in the participating municipalities.
- 2. Analyst assigned to the municipality to collect and analyze data, facilitate CitiStat meetings, and advise on performance management:**
  - This option provides analyst time and support at a level that supports one meeting a month.
  - The Center will provide trained analysts to help municipalities staff their performance management programs through collecting and analyzing data, facilitating CitiStat meetings, and advising on performance management.
  - The Center provides the analysts with ongoing training and supervision, in coordination with the on-site support provided by the municipalities.
- 3. Membership in New England StatNet for the year, including free entry into all StatNet-related meetings, conferences, and trainings:**
  - There will be at minimum two meetings and at the annual conference/training during the period of this Agreement.
- 4. Training on performance management:**
  - In addition to the annual StatNet training, during which experienced practitioners of performance management programs and academic experts present, there will be other opportunities to participate in performance management-related training.
- 5. Access to templates and tools:**
  - Through the work of this program, the Center has been developing templates and tools that will become available to help municipalities further develop their performance management efforts.
- 6. Periodic opportunities to participate in data and performance management-related projects:**
  - The Center is always looking for new opportunities to expand the usage of data and performance management in Massachusetts municipal government. When such opportunities do arise, participating municipalities will be given the chance to take part.
- 7. Keep participating municipalities up-to-date:**
  - The Center will keep all municipalities up-to-date on any potential changes to plans, schedules, or particular areas of focus.
- 8. Option to move to other levels of participation:**
  - Depending on analyst availability and payment of pro-rated amount of appropriate fees, the municipality may be able to shift at during the course of the program to one of the other levels of participation.

**In return for those services, the Town pledges to:**

- 1. Provide access to data systems and data:**



- Access to data is absolutely central to the work of the program. Notwithstanding the preceding sentence, the participating municipality should only provide the analyst access to data that is subject to disclosure under the Massachusetts Public Records law, Mass.Gen. Laws ch.4, section 7, subsection 26 (excluding sensitive HR data or data that are restricted for legal reasons). It is the responsibility of the Town to redact any information from the data that is restricted by law or not subject to disclosure under the Massachusetts Public Records law. Further, the Town is responsible for ensuring that neither Center nor analyst has access to any data systems containing data restricted by law or not subject to disclosure under the Massachusetts Public Records law. Wherever possible, analysts must be given read-only access to data systems directly. Where that is not feasible, analysts must receive a commitment that the chief executive will ensure departmental compliance with analyst's data requests.
- 2. Provide a point of contact to the analyst:**
    - The municipality will provide a dedicated point of contact for the analyst who will be available to assist the analyst for the duration of the program and to provide feedback to the analyst as needed. The person must be the chief executive, an assistant/deputy chief executive, chief of staff, or someone with an equivalent level of access to the chief executive.
  - 3. Participate in StatNet meetings for the duration of the program:**
    - Participating municipalities will be required to attend any StatNet meetings or trainings held during the duration of the program. It is likely that there will be a training in the spring and a regular meeting in the summer.
  - 4. Provide feedback throughout the course of the program:**
    - At least twice during the program, surveys will be sent out electronically to participants to collect information about how the work is going.
  - 5. Agree to share data with other program municipalities, the Collins Center, and StatNet participant municipalities:**
    - The sharing of data is critical for the success of this work. Where potentially sensitive data are discussed, the municipality and the Center will work to limit any information that could potentially cause harm. Any data that contain confidential information will have identifying information removed by the Town before disclosure to the Center or the analyst.
  - 6. Take steps to support the analyst's work in the municipality:**
    - This would include tangible steps such as introducing the analyst to key officials, providing a work space for the analyst's time on site, and providing tools like access to a network, telephone, etc. while the analyst is on site.
    - This would also include more intangible steps such as maintaining a safe and suitable work environment, encouraging staff and officials to talk with the analyst about performance management and the program, and supporting the analyst in obtaining cooperation from managers and staff.
  - 7. Analyze the feasibility of continuing the work at the end of the project period:**
    - It is a goal of this program to build sustainable performance management programs in the participating municipalities, so this assessment and planning for continuation will be an important component of the municipalities' responsibilities.
  - 8. Remain flexible and patient:**
    - Because this is a relatively new program (entering its second round) and involves many independent entities, there may be times when alterations to plans, schedules, or particular areas of focus are necessary. Municipalities will be informed of these

potential changes and provided an opportunity to voice opinions of the changes. Both flexibility and patience will be essential.

# AGENDA

# ITEM #15

## Authorization to Expend Donated Funds – Clean Sweep - \$1,000

*Associated materials attached:*

- Donation expenditure authorization form

**Proposed motion:** I move that the Board authorize the expenditure of donations to Clean Sweep to support expenses related to sponsoring this event on April 12, 2014.

TOWN OF MEDWAY  
NOTICE OF DONATION FUND

DEPARTMENT: Town Admin. DATE: Apr 3, 2014

PERSON RESPONSIBLE FOR EXPENDITURE: Town Administrator

NAME OF DONATION: Clean Sweeps

SOURCE OF FUNDS: Donations from local organizations and individuals

INITIAL AMOUNT: \$1,000 (Medway Cable Access, Medway Lions Club)

DURATION: \_\_\_\_\_

DESIGNATED PURPOSE: To support Town's sponsorship of  
community-wide cleanup event held  
annually in April.

ARE MATCHING TOWN FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO TOWN?  
NS

BOARD OF SELECTMEN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION DATE \_\_\_\_\_

DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE DONATION APPROVAL TO THE TOWN ADMINISTRATOR'S OFFICE FOR APPROVAL BY THE BOS TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE DONATION MGL 44 S53A

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

# AGENDA

## ITEM #16

**Re-opening and Closing of May 12,  
2014 Special Town Meeting  
Warrant to Add Unpaid, Prior Year  
Bill to Article 11 (Unpaid, Prior  
Year Bills)**

*Associated materials attached:*

- STM warrant with addition of reference to unpaid bill to article 11 (highlighted)

**Proposed motion:** I move that the Board re-open the May 12, 2014 Special Town Meeting warrant for the purpose of adding an unpaid, prior year bill to Article 11 and to close the 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 appropriate the sum of \$250,000 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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**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 to a special Street Acceptance account, or act in any manner relating thereto.

**PLANNING ADMINISTRATOR**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Budget Transfer to Thayer Homestead Revolving Account)

To see if the Town will vote to authorize a revolving account for Thayer Homestead funds pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws, and to transfer the Fiscal Year 2014 Thayer budget balance of \$19,400 to said revolving account, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:** (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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:** (Repurpose Monetary Articles: Cassidy Field Bathroom)

To see if the Town will vote to transfer the sum \$9,786.82, 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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:** (Repurpose Monetary Article: Senior Center Sidewalks)

To see if the Town will vote to transfer the sum of \$5,870.52 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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:** (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:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 11:** (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 \$151,501 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:**

**FINANCE COMMITTEE RECOMMENDATION:**

# **AGENDA**

## **ITEM #17**

**Re-opening and Closing of May 12,  
2014 Annual Town Meeting  
Warrant to Add Open Space  
Related Article**

*Associated materials attached:*

- Proposed warrant article

## **ARTICLE**

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase or otherwise and to accept the deed to the Town of a fee simple interest in all or a portion of the parcel described below, now owned by X 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 said parcel of land being described as follows:

The land located on .... more or less.

And, further to see if the Town will vote: a) to appropriate from the Community Preservation Fund a sum of money for the purchase of the property and up to \$10,000 for any expenses related thereto, including legal fees; b) authorize the Board of Selectmen to convey a permanent deed restriction 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**

# **AGENDA**

# **ITEM #18**

## **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	11/25/2013	Commence Thayer Governance Structure Committee meetings	BOS	In process
6	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.)	BOS	begin no later than 9/16/14
7	2/24/2014	Report on unaccounted for water	T. Holder	6/1/14

# **AGENDA ITEM #19**

## **Approval of Minutes**

*Associated materials attached.*

- Draft 10/7/13 Minutes
- Draft 12/1/13 Minutes

1 **Board of Selectmen's Meeting**  
2 **October 7, 2013 – 7:00 PM**  
3 **Sanford Hall**  
4 **155 Village Street**  
5  
6  
7

8 **Present: Dennis Crowley, Vice-Chair; Selectman John Foresto and Selectman Maryjane White.**

9  
10 Absent: Glenn Trindade, Chair; Richard D’Innocenzo, Clerk.

11  
12 Also Present: Suzanne Kennedy, Town Administrator; Tom Holder, Director, Department of Public  
13 Services; Andy Rodenhiser, Planning and Economic Development Board.

14 \*\*\*\*\*

15  
16  
17 At 7:00 PM Vice-Chair Crowley called the meeting to order and led the Pledge of Allegiance. He stated  
18 that Chairman Trindade and Selectman D’Innocenzo were out of town on business matters.

19  
20 **Public Comments:**

21 Ms. Andrea Kerr, 37 Waterview Drive, stated she was speaking on behalf of 133 residents who have  
22 signed a petition opposing the Cumberland Farms project proposed for the intersection of Route 109  
23 and Route 126. She asked that the Town deny any waivers from stormwater regulations 205-4 A-F and  
24 205-4 C, not allow any connections to the municipal stormwater system, obtain an independent traffic  
25 study, enforce all zoning bylaws including building height and sign illumination and deny any waivers to  
26 such; and to provide residents with information of commercial property income vs. projected costs for  
27 traffic and law enforcement services that will be incurred.

28  
29 Mr. Sean Montana, 13 Slocum Place, theorized that the traffic study does not seem to reflect reality,  
30 noting that it is difficult to get out of his street. Area traffic will get worse if the Town allows a structure  
31 that will attract people. He stated that he drives an hour to work every day, mostly on Route 109. Any  
32 new buildings along a road will always add traffic. The fact that it is a convenience store does not make  
33 it primarily a “drive by” building as noted in the traffic study.

34  
35 Ms. Kerr emphasized that the residents want the requests for waivers to be seriously considered,  
36 particularly those for signage and stormwater. She added that as this particular site is on ledge and  
37 asked how the gasoline tanks will be installed. She also asked what the positive impact on the  
38 community might be and if there is a tax revenue benefit. Ms. Kerr noted that there are already several  
39 24-hour gas stations along the corridor.

40  
41 Mr. Montana asked if the Town has done a cost benefit analysis, if there will be additional police officers  
42 to help with any issues that arise from the new business, and whether the other Cumberland Farms  
43 location close. The benefits to Cumberland Farms are apparent, but the benefit to the Town is not as  
44 clear.

45  
46 The Board asked Ms. Kerr for a hard copy of her comments and any supporting documentation she  
47 might have.  
48

1 Vice-Chair Crowley reminded everyone that a public hearing on this matter would be held tomorrow  
2 evening in Sanford Hall at 155 Village Street. He added that the Board of Selectmen has very little input  
3 on the process of approving this or any project, noting that most of it falls to the Planning Board and the  
4 Zoning Board of Appeals. The bylaws are set up so that the appropriate board or commission has the  
5 authority to hear and make decisions on it.

6  
7 Mr. Andy Rodenhiser, Planning Board, explained that this matter is a Special Permit process so the  
8 Planning Board has the authority to limit hours of operation and impose any other special conditions  
9 that can be defined in a Special Permit decision.

10  
11 Vice-Chair Crowley thanked everyone for coming out to voice their concerns.

12  
13 Ms. Kerr stated that she is not from Medway, but remarked that the method of communicating with the  
14 Town is very limited. She asked the Board to come up with a better way of communicating with residents  
15 aside from signs on posts or notices in the newspaper, noting there are many ways to reach out to the  
16 community. Vice-Chair Crowley responded that residents can sign up for Town notifications, similar to  
17 what is done through the public schools. Additionally, all meetings of boards and committees are posted  
18 on the Town website. Public hearings are posted on the website and advertised in the newspaper, and,  
19 when required by law, abutters to projects are also notified. Lastly, he encouraged Ms. Kerr to offer  
20 suggestions on how these procedures can be improved.

21  
22 **Approval of Minutes:**

23 *The Board reviewed draft minutes from May 6, May 13, May 20, and June 3, 2013.*

24  
25 **Selectman Foresto moved that the Board postpone review of the minutes until the full Board is**  
26 **available; Selectman White seconded. No discussion. VOTE: 3-0-0.**

27  
28 **Update – Automated Trash/Recycling Program:**

29 *The Board reviewed the following information: (1) Memorandum dated October 1, 2013 from Tom Holder,*  
30 *Director, Department of Public Services; (2) Notification samples prepared by Waste Management; and (3)*  
31 *FY15 Projected Program Costs/FY15 Estimated Program Costs – Automated System.*

32  
33 Ms. Kennedy stated that a visit by the Department of Environmental Protection has been postponed,  
34 but that Mr. Holder was present for a brief overview of the proposed program. The full presentation  
35 will be made at the October 21 meeting.

36  
37 Mr. Holder briefly reviewed the proposed cart system for trash and recycling collection. In two weeks, a  
38 DEP rep, as well as someone from a community already participating in the program, will be here to take  
39 part in a more detailed discussion. The bins are available for people to look at, but there is no public  
40 hearing/meeting planned. He stated he would like the Board's approval to move forward and then work  
41 over the next few months to get the program in place.

42  
43 Selectman White asked if the yellow bags would no longer be required. Mr. Holder responded that that  
44 once the Pay-As-You-Throw program is established, it is wise to retain it. Having that program is helpful  
45 in securing grants for funding. He added that the program has been proven to increase recycling. It is  
46 also a significant revenue stream for the Town, and the Town would have to find another way to recoup  
47 that revenue. The revenue of the bags is used to help pay for the trash collection program. Brief  
48 discussion followed.



1  
2 Selectman Foresto expressed concern about a few things: (a) that older residents or disabled individuals  
3 might have trouble moving the large bins; (b) visual impact as people tend to leave them outside of  
4 garages instead of inside; and (c) impact to Waste Management, i.e., staff reduction, fewer trucks, etc.

5  
6 Selectman Crowley stated he would like to see a cost benefit analysis indicating how the revenue stream  
7 would potentially be affected by this program. The projected costs seem to be \$60,000 a year more  
8 than the present program; Mr. Holder responded that the cost of the carts is built into the program  
9 expenses for three years. After that time, the Town will own the carts.

10  
11 Selectman Crowley remarked that white goods are currently picked up at no cost and wondered if that  
12 piece of the program will remain. Mr. Holder stated it will, but residents will have to make an  
13 appointment for the collection. That way the program operates more efficiently if a truck can make  
14 those kinds of collections on the same day.

15  
16 Concern was expressed for visual blight as other communities with the carts often have carts rolling into  
17 the street on a windy day, and because Medway does not use them, that kind of visual impact is not here.

18  
19 **Authorization of Chairman to Execute Contract for Cassidy Field Sewer, Millennium Construction**  
20 **Group, Inc., \$28,520:**

21 *The Board reviewed the following information: (1) Memorandum from Tom Holder, DPS Director, dated*  
22 *October 7, 2013; (2) Cassidy Field Sewer preliminary bid sheet; and (3) Contract between Town of*  
23 *Medway and Millennium Construction Group, Inc.*

24  
25 Mr. Tom Holder reminded the Board than an appropriation was made at Annual Town Meeting for this  
26 expense. It is anticipated that the work will be completed within the next four weeks. Brief discussion  
27 followed on the credentials of the contractor, details of the project, and testing procedures for  
28 determining the water line location. Vice-Chair Crowley stated it was his understanding that the water  
29 line would be run from the concession stand, but the line will not come from Winthrop Street. Mr.  
30 Holder responded that it is assumed that the youth sports group will absorb the cost of the water line  
31 installation along with the construction costs of the bathroom facility. It is approximately a 20-foot  
32 distance from one location to the other.

33  
34 Ms. Kennedy noted that it is possible any unspent funds from the article can be repurposed.

35  
36 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**  
37 **Millenium Construction Group, Inc. for Cassidy Field sewer at a cost not to exceed \$28,250; Selectman**  
38 **White seconded. No discussion. VOTE: 3-0-0**

39  
40 **Authorization of Chairman to Execute Change Order to Contract for Town Hall HVAC, General**  
41 **Mechanical Contractors, Inc., \$9,500:**

42 *The Board reviewed the following information: (1) Memorandum from Tom Holder, DPS Director, dated*  
43 *October 7, 2013; (2) Change Order to Contract between Town of Medway and General Mechanical*  
44 *Contractors, Inc.; and (3) Back-up information balance contract and change order total from original*  
45 *appropriation.*

1 Mr. Holder reported that the initial intent was to repair the existing boiler which was less than ten years  
2 old. The mechanical contractor deemed it more money to repair than to purchase a new one. Also, the  
3 new boiler allows for a rebate from NStar. The new total is well within the allowable amounts.

4  
5 Ms. Kennedy stated that, after the new boiler is installed, there will still be approximately \$3,500 left in  
6 the article that originally appropriated the funds. There will be temperature controls in each office, and  
7 the controls can be remotely accessed.

8  
9 **Selectman Foresto moved that the Board authorize the Chairman to execute a change order to the**  
10 **contract with General Mechanical Contractors, Inc. in the amount of \$9,500 for additional Town Hall**  
11 **HVAC work; Selectman White seconded. No discussion. VOTE: 3-0-0.**

12  
13 **Authorization of Chairman to Execute Change Order to Contract for Town Hall Generator, Consigli**  
14 **Electric Services, Inc., \$4,747.13:**

15 *The Board reviewed the following information: (1) Memorandum dated October 7, 2013 from Tom*  
16 *Holder, Director, Department of Public Services; (2) Change Order to Contract between Town of Medway*  
17 *and Consigli Electric Services, Inc.; and (3) Back-up information balance contract and change order total*  
18 *from original appropriation.*

19  
20 Mr. Holder reported that the Town is required to install a physical “disconnect” switch even though the  
21 system is automated and can shut off remotely. The cost of this switch is the main component of the  
22 change order.

23  
24 **Selectman Foresto moved that the Board authorize the Chairman to execute a change order to the**  
25 **contract with Consigli Electric Services, Inc. in the amount of \$4,747.13 for the addition of a shutoff**  
26 **panel on the Town Hall Generator as required by NSTAR; Selectman White seconded. No discussion.**  
27 **VOTE: 3-0-0.**

28  
29 At this time, Vice-Chair Crowley asked for an update on Chapter 90 projects, i.e., roads that have been  
30 done, what needs to be done now, and what will be done in the spring. Brief discussion followed on DPS  
31 staffing, street acceptances, and related topics.

32  
33 **Approval – Change of Manager Request, Hang Tai, Alcohol License:**

34 *The Board reviewed the following information: (1) Matrix for Applicants/Licensees (revised 6/30/2011);*  
35 *(2) Email correspondence from Town Counsel dated September 25, 2013; (3) Petition for Change in*  
36 *License/Change in Manager and associated documents; and (4) Memorandum from Police Chief Tingley*  
37 *dated October 3, 2013.*

38  
39 Present: Charles McLean, attorney, representing, Hang Tai; Mei Yee N. Chan.

40  
41 Mr. Charles McLean explained that the license was suspended until a new manager could be approved,  
42 and there was a checklist of things that had to be done before the license could be reinstated. Ms. Chan  
43 briefly reviewed her expertise and experience in the restaurant industry.

44  
45 Ms. Kennedy reported that this requirement is set forth by the ABCC and Town Counsel has stated that  
46 the action is appropriate.

1 Responding to a question from Selectman Foresto, Ms. Chan stated she has flexible hours at EMC and is  
2 usually out of work by 2:30 PM. She added that she has the ability to work from home or anywhere  
3 with an internet connection. She noted that she is presently helping at the restaurant in Franklin as  
4 assistant manager as needed. Ms. Chan theorized that this is a good way to extend her management  
5 skills.

6  
7 At this time Vice Chair Crowley asked for public input on the change in management. There was none.

8  
9 **Selectman Foresto moved that the Board approve the request by Hang Tai Enterprise, LLC d/b/a Hang  
10 Tai Too for a change in manager from De Xiang Chen to Mei Yee N. Chan; Selectman White seconded.  
11 No discussion. VOTE: 3-0-0.**

12  
13 **Open and Close Fall Town Meeting Warrant:**

14 *The Board reviewed a proposed Fall Town Meeting Warrant. It was noted there have been some changes  
15 based on a meeting held on September 26, 2013.*

16  
17 Ms. Kennedy reported that there are some issues around the article on constructing athletic fields,  
18 noting the cost ranges from \$1.6 million to \$3.1 million. A recommendation from the Evaluation of  
19 Parks, Fields and Recreational Areas Committee would be forthcoming. She advised that the Board will  
20 need to meet on either the October 15 or 16 to review it.

21  
22 Vice-Chair Crowley expressed concern that the full Board is not available to make recommendations on  
23 the Warrant this evening. Ms. Kennedy responded that the Finance Committee was hoping to get the  
24 warrant on Wednesday with the Board of Selectmen recommendations. After brief discussion, it was  
25 decided to review each article, leaving blank those articles that the Board wished to discuss with  
26 Chairman Trindade and Selectman D’Innocenzo before making a recommendation.

27  
28 **Article 1 – Amendment Annual Authorization: Council on Aging Revolving Account – Selectman Foresto  
29 moved that the Board recommend approval of Article 1; Selectman White seconded. No discussion.  
30 VOTE: 3-0-0.**

31  
32 **Article 2 – Lease for Fire Station Solar Installation – Selectman Foresto moved that the Board  
33 recommend approval of Article 2; Selectman White seconded. No discussion. VOTE: 3-0-0.**

34  
35 **Article 3- Lease for McGovern School Solar Installation – It was noted that the Town is getting close to  
36 executing a contract for net metering. Ms. Kennedy suggested approval after determining that the roof  
37 is appropriate to support the installation. It was noted that each stand-alone installation does not  
38 impact the efficiency or feasibility of other existing or potential installations. It was also noted that  
39 Town Counsel has approved the wording referring to use of grounds. **Selectman Foresto moved that  
40 the Board HOLD its recommendation on Article 3 for the time being; Selectman White seconded. No  
41 discussion. VOTE: 3-0-0.****

42  
43 **Article 4 – Land Acquisition: Wickett Property – It was noted that the appraisal is still outstanding. Ms. Karen  
44 Kisty reported that the appraiser has not sent in the appraisal report, and that there has been no answer to  
45 emails or phone messages. **Selectman Foresto moved that the Board HOLD its recommendation on Article  
46 4 for the time being; Selectman White seconded. No discussion. VOTE: 3-0-0.****

1 Article 5 – Approval of PILOT: Broadway Renewable Strategies, LLC – Ms. Kennedy stated there was  
2 some concern that the PILOT agreement is not legal and that the Department of Revenue might reject it.  
3 **Selectman Foresto moved that the Board HOLD its recommendation on Article 5 for the time being;**  
4 **Selectman White seconded. No discussion. VOTE: 3-0-0.**

5  
6 Article 6 -- Free Cash Appropriation: Energy Committee Budget – Ms. Kennedy explained that the  
7 Energy Committee did not utilize budget instructions for a FY14 budget and would now like \$800 for a  
8 marketing program. Selectman Foresto reported that the committee has put together bulletin boards  
9 and other educational materials. **Selectman Foresto moved that the Board HOLD its recommendation**  
10 **on Article 6 for the time being; Selectman White seconded. No discussion. VOTE: 3-0-0.**

11  
12 Article 7 -- Appropriation: Engineering Study – Ms. Kennedy advised that this article should be deferred,  
13 noting that Mr. Holder would like to purchase a device that cleans synthetic turf. Toward that end, she  
14 will transfer the cost of that equipment from the Cassidy Field article. She added that she has to check  
15 with the Finance Director to see if that is possible, given the useful life requirements of appropriations.  
16 It was noted that the new acquisition is a companion article to the one that is for installation of new  
17 fields (Article 8 – Construct Athletic Fields). **Selectman Foresto moved that the Board HOLD its**  
18 **recommendation on Article 7 and Article 8 for the time being; Selectman White seconded. No**  
19 **discussion. VOTE: 3-0-0.**

20  
21 Vice-Chair Crowley suggested that the people supporting these two articles meet with EPFRAC and the  
22 Community Preservation Committee (CPC) prior to the Board of Selectmen meeting on October 15.  
23 Brief discussion followed on whether equipment can be purchased with CPC funds.

24  
25 Article 9 – Free Cash Appropriation: Library Items – This is to provide for a staff person to monitor  
26 evening use of meeting rooms, resident use of computers, maintenance, repairs and the purchase of  
27 library materials. **Selectman Foresto moved that the Board recommend approval of Article 9;**  
28 **Selectman White seconded. No discussion. VOTE: 3-0-0.**

29  
30 Article 10 – Free Cash Appropriation: Comprehensive Zoning Review – Ms. Kennedy explained that the  
31 word “revision” was changed to “review”. Brief discussion followed on the appropriation amount which  
32 may be in the neighborhood of \$7,500 - \$10,000. Mr. Rodenhiser theorized that the benefit of Judi  
33 Barrett’s contract is significant, and the Town can instill better customer service through her work.  
34 **Selectman Foresto moved that the Board recommend approval of Article 10 in the amount of \$10,000;**  
35 **Selectman White seconded. No discussion. VOTE: 3-0-0.**

36  
37 Article 11 – Salary Reserve Transfer: Police Union Contract – **Selectman Foresto moved that the Board**  
38 **recommend approval of Article 11; Selectman White seconded. No discussion. VOTE: 3-0-0.**

39  
40 Article 12 – Salary Reserve Transfer: Conservation Budget – Vice-Chair Crowley explained to viewers  
41 that this money has been set aside for situations like this, i.e., accommodating salary increases that  
42 were previously unforeseen and unbudgeted. **Selectman Foresto moved that the Board recommend**  
43 **approval of Article 12; Selectman White seconded. No discussion. VOTE: 3-0-0.**

44  
45 Article 13 – Sewer Retained Earnings Transfer: Debt Service – Ms. Kennedy reported the retained  
46 earnings as \$67,087.50, acknowledging that the number would likely change by Town Meeting.  
47 **Selectman Foresto moved that the Board HOLD its recommendation of Article 13; Selectman White**  
48 **seconded. No discussion. VOTE: 3-0-0.**

1  
2 Article 14 – Establish Sewer Betterment Stabilization Fund -- This money has been raised through  
3 collection of betterment fees, and a separate account needs to be established. **Selectman Foresto**  
4 **moved that the Board recommend approval of Article 14 as read; Selectman White seconded. No**  
5 **discussion. VOTE: 3-0-0.**

6  
7 Article 15 – Repurpose Monetary Article: GPS System – The Board asked for more information on this  
8 article and requested that Information Technology staff be present at the upcoming Finance Committee  
9 meeting to answer questions. **Selectman Foresto moved that the Board HOLD its recommendation of**  
10 **Article 15; Selectman White seconded. No discussion. VOTE: 3-0-0.**

11  
12 Article 16 – Transfer Capital Borrowing: Middle School Renovation -- **Selectman Foresto moved that the**  
13 **Board recommend approval of Article 16; Selectman White seconded. No discussion. VOTE: 3-0-0.**

14  
15 Article 17 – Amend By-Law: CPA Tax Period -- **Selectman Foresto moved that the Board recommend**  
16 **approval of Article 17; Selectman White seconded. No discussion. VOTE: 3-0-0.**

17  
18 **Approval – Taste of Medway Event at Thayer Property, October 12, 2013:**  
19 *The Board reviewed the following information: (1) Application for Special One-Day Liquor License;*  
20 *(2) Application for Live Entertainment License; and (3) Assorted supporting documentation.*

21  
22 **Selectman Foresto moved that the Board approve the requested applications for a Special One-Day**  
23 **Liquor and Live Entertainment Licenses; Selectman White seconded. No discussion. VOTE: 3-0-0.**

24  
25 **Approval – Medway Lions Annual Christmas Tree Sale:**  
26 *The Board reviewed correspondence from Carl Rice and Michael Griffin.*

27  
28 **Selectman Foresto moved that the Board approve the request from Medway Lions to conduct its**  
29 **annual charity Christmas tree sale as outlined in the correspondence from Messrs. Rice and Griffin**  
30 **contingent upon receipt of written approval of the property owner; Selectman White seconded. No**  
31 **discussion. VOTE: 3-0-0.**

32  
33 **Approval of Warrants:**  
34 In the absence of Selectman D’Innocenzo, Clerk, Selectman Foresto read Warrant 14-15, dated  
35 10/10/2013, presented for approval:

36  
37

14-15S	School Bills	\$ 431,926.94
14-15P	Town Payroll	\$ 257,528.20
14-15SP	School Payroll	\$ 789,574.93
	TOTAL	\$1,047,203.13

40

41  
42 **Vice-Chair Crowley moved that the Board approve Warrant 14-15 as read; Selectman White seconded.**  
43 **No discussion. VOTE: 3-0-0.**

44  
45 **Action Items from Previous Meeting:**  
46 Vice-Chair Crowley asked for a hard copy of water rate projections that look ahead for the next few  
47 years.  
48

1 **Town Administrator's Report:**

2 Ms. Kennedy reported that she and Chief Tingley attended a police seminar in Boston for a full-day  
3 conference. One item discussed at length was staffing, focusing on the workload rather than a ratio of  
4 two officers allocated per a certain number of residents. She stated she would like to hire consultant to  
5 analyze existing staff and whether shared services can be improved.  
6

7 In regard to net metering, Ms. Kennedy reported the project is nearing contract.  
8

9 Referring to the proposed casino in Milford, Ms. Kennedy stated opponents are now reaching out to the  
10 communities in Connecticut, interviewing residents in Norwich. This is one way to promote the Town's  
11 position that a casino in this area is not in the best interests of the region. If the stories about addiction,  
12 loss of home value, increase in DUI, and so on can be circulated, it may prove useful. Brief discussion  
13 followed.  
14

15 Tonight's meeting was to have a FY14 fiscal forecast, but Ms. Kennedy stated she opted to delay it until  
16 the meeting on the 21<sup>st</sup>. She added that she has also completed a second draft of the State of the Town  
17 for Fall Town Meeting, as well as a budget policy.  
18

19 **Selectmen's Reports:**

20 Selectman White commented that the Medway 300 event, the re-enactment, was wonderful. It was  
21 very informative and the participants were very willing to explain things.  
22

23 Selectman Foresto reminded viewers that Taste of Medway was being held on Saturday at the Thayer  
24 House. He noted that this event would also provide an opportunity to see how the renovation project is  
25 going.  
26

27 Additionally, Selectman Foresto reported that the cable access studio has a new manager who will be  
28 invited to meet the Board in the near future.  
29

30 Vice-Chair Crowley noted that the Taste of Medway event will also be one of the last opportunities to  
31 purchase Medway 300 memorabilia. October 10 is the last day to submit a pottery orders. Tickets are  
32 still available for the closeout ball which will be held at Luciano's on October 26<sup>th</sup>. The Adirondack chair  
33 will be raffled off at that time.  
34

35 Vice-Chair Crowley indicated an interest in meeting with the Finance Director to review the report on  
36 free cash.  
37

38  
39 There being no further business to come before the Board, the meeting was adjourned at 8:47 PM.  
40

41  
42 Respectfully submitted,  
43 Jeanette Galliardt  
44 Night Board Secretary

1 **Board of Selectmen's Meeting**  
2 **December 2, 2013, 6:30 PM**  
3 **Sanford Hall**  
4 **155 Village Street**  
5  
6  
7

8 **Present: Glenn Trindade, Chair; Dennis Crowley, Vice-Chair; Selectman Richard D'Innocenzo,**  
9 **Selectman Maryjane White and Suzanne Kennedy, Town Administrator.**

10  
11 Absent: Selectman John Foresto.

12  
13 Also Present: Tom Holder, Director, Department of Public Services; Susy Affleck-Childs, Planning and  
14 Economic Development Coordinator; Patty Barry, Conservation Agent; Jeffrey Lynch, Fire Chief.

15 \*\*\*\*\*

16  
17  
18 At 6:42 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

19  
20 **At 6:43 PM Chairman Trindade moved that the Board enter executive session under Exemption 6: to**  
21 **consider the purchase, exchange, lease or value of real property if the chair declares than an open**  
22 **meeting may have a detrimental effect on the negotiating position of the public body [Mayer property**  
23 **– R Oakland Street], with the intent to return to public session; Selectman D'Innocenzo seconded.**  
24 **The chair so declared. No discussion. Roll Call Vote: 4-0-0 – Crowley, aye; D'Innocenzo, aye; Trindade,**  
25 **aye; White, aye.**

26 \*\*\*\*\*

27  
28  
29 At 6:47 PM Chairman Trindade reconvened public session.

30  
31 **Public Comments:** None.

32  
33 **Authorization of Chairman to Execute Contract for Redevelopment Authority Director – Robert Hubbard:**  
34 *The Board reviewed a contract between the Town of Medway and Robert Hubbard.*

35  
36 Chairman Trindade reviewed the recent activity relative to the Redevelopment Authority, noting that  
37 things have stalled on this issue due to the Economic Development Specialist not renewing her contract  
38 with the Town. Mr. Hubbard is retiring from his last position and is now interested in working with the  
39 Town as a consult.

40  
41 Mr. Hubbard stated he worked for the City of Gardner as the director of Community Development and  
42 Planning. During that time, he was instrumental in cleaning up contaminated property, development of  
43 two commercial parks, loan programs, and related matters. Prior to that, he worked in international  
44 development in Africa, Solomon Islands, and other locations. While working for the Town of Ayer, he  
45 worked on the redevelopment of Fort Devens.

46  
47 Selectman Crowley expressed concern about funding the Redevelopment Authority, and whether funds  
48 had been appropriated through Town Meeting action. Ms. Kennedy explained that an article in 2012

1 established the fund from which Redevelopment Authority expenses would be paid. Ms. Kennedy  
2 indicated that, while there was no funding in the budget specific to this position, there was a sufficient  
3 unexpended balance in the 2012 Town Meeting article for Economic Development that could cover this  
4 expense. Mr. Crowley asked what the costs to move forward would be. Chairman Trindade assured the  
5 Board that Mr. Hubbard would be putting that kind of information together.

6  
7 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute a contract with**  
8 **Robert Hubbard to provide services as a Redevelopment Authority Director for an amount not to**  
9 **exceed \$12,025; Selectman White seconded. No discussion. VOTE: 4-0-0.**

10  
11 **Approval – Conveyance of 6 Independence Ln from Granite Estates, Inc. to the Town of Medway**

12 *The Board reviewed the following information: (1) Memo from Susy Affleck-Childs, dated; (2) Copy of*  
13 *Quitclaim Deed (7/11/13); and (3) Memo from Conservation Agent Patty Barry re: Conservation*  
14 *Commission’s acceptance of the deed and Copy of Deed Acceptance by Conservation Commission*  
15 *(11/26/13) to be presented at meeting.*

16  
17 On a separate matter, the Board reviewed a letter from Conservation Agent Patty Barry regarding the  
18 reorganization of the Conservation Commission to set the membership at 5 in an effort to better make  
19 quorum requirements, following consultation with the commission. After brief discussion, it was  
20 decided to place the matter on another agenda so that Selectman Foresto could participate in the  
21 discussion.

22  
23 On this matter, the Conservation Commission voted in favor of accepting the deed for this property.  
24 Ms. Affleck-Childs stated it is an undevelopable piece of land with a vernal pool and a nice piece of land  
25 from a conservation perspective. Further, Ms. Affleck-Childs reported that the arrangement had been  
26 agreed upon in principle when the Ishmael Coffee subdivision had been granted. Chairman Trindade  
27 wondered why the Town should “take” it. Ms. Affleck-Childs responded that, with a vernal pool on the  
28 property, there is an element of stewardship involved.

29  
30 Ms. Barry stated she will go out in the spring to check the status of the vernal pool. There have been  
31 studies to confirm the presence of wetland species. The Conservation Commission was very interested  
32 in keeping the vernal pool viable, agreeing that it needs to be protected and that it had a value for  
33 educational purposes.

34  
35 Ms. Affleck-Childs briefly reviewed the process of recording the deed. Selectman Crowley questioned  
36 which entity – Board of Selectmen or Conservation Commission – would have control over the land; Ms.  
37 Affleck-Childs stated that control would fall to the Commission.

38  
39 **Selectman D’Innocenzo moved that the Board accept the deed to 6 Independence Lane – Parcel D at**  
40 **Ishmael Coffee Estates; Selectman White seconded. No discussion. VOTE: 4-0-0.**

41  
42 Responding to a question from Selectman Crowley, Ms. Affleck-Childs stated that the new permitting  
43 system is up and running. Mr. John Emidy, Building Inspector, sent letters to contractors today to  
44 inform them. There will be a training session for them in the new future.

45  
46 Regarding Mayland Woods, Ms. Affleck-Childs reported she has been in communication with the  
47 developer who has decided to go ahead and finish up the work. The paving work will have to wait until



1 the spring. This subdivision will likely not be ready to bring to Town Meeting for street acceptance in  
2 the spring. Streets being considered for acceptance in the Mayland Woods subdivision include portions  
3 of Howe Street, Fern Path, Field Road and Bramble Road. The other subdivision is Green Acres/Willow  
4 Green and we are working on the Azalea Drive portion of that subdivision.

5  
6 **Public Hearing – Automated Trash/Recycling Program:**

7 Ms. Kennedy announced that there have been four televised programs on this matter, as well as  
8 presentations in various meetings.

9  
10 **At 7:00 PM Selectman Foresto moved that the Board open the public hearing on the proposed**  
11 **automated trash/recycling program; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.**  
12

13 Present: Tom Holder, Director, Department of Public Services; Cathy Merza, Massachusetts  
14 Department of Environmental Protection; numerous residents.

15  
16 Chairman Trindade explained that the proposed program would make it easier to recycle by not  
17 requiring residents to sort their recycled items. In communities where this has gone into practice, the  
18 rate of recycling has increased. He explained that the Board wanted input from residents before  
19 entering into an agreement for the program.

20  
21 Mr. Tom Holder stated he is proposing trash collection weekly, utilizing the 64-gallon cart. Recycling  
22 would be picked up every other week in the larger 96-gallon container utilizing the single-stream  
23 collection where all recyclable items are placed in one container. The cost of the carts will be included  
24 in the three year contract from the vendor. A grant of \$58,000 from the Department of Environmental  
25 Protection will help offset the cost of the carts. The trucks that service the single-stream collection have  
26 cleaner emissions than the regular trash collection trucks, which is better for the environment.  
27 Community aesthetics would also be improved. He noted that the current contract ends on June 30,  
28 2013. He would like to implement the program beginning July 1, 2014.

29  
30 Responding to a question from Selectman White, Mr. Holder stated residents would still have to use the  
31 yellow bags. He continued by stating four major points:

- 32
- 33 1) The program promotes recycling by requiring that solid waste be placed in a yellow purchased  
34 bag; the more one recycles, the less trash is generated. If the yellow bags are discontinued, the  
35 amount of trash will likely increase.
  - 36 2) The Department of Public Services relies on the revenue from the sale of those bags. Otherwise,  
37 that revenue would have to come from somewhere else.
  - 38 3) Right now residents are able to control their costs by reducing their trash (needing to purchase  
39 fewer bags).
  - 40 4) The Town can gain grant eligibility leverage for many available programs. Mr. Holder clarified that  
41 not every community with a curbside program started as a Pay-As-You-Throw program. Ms. Merza  
42 added that some communities went directly from regular trash pickup to carts.
- 43

44 Mr. Holder stated the Town will achieve savings in operating costs. An annual fee of \$250 was established a  
45 few years ago and has never increased though the costs to operate have gone up. He recommended that a  
46 decision regarding the savings be delayed until the program has been in effect for a year, allowing time to  
47 see how the program is running. He reminded the Board that during the first three years savings would be  
48 offset by the cost of the carts, but projected that savings over a ten year period could reach \$450,000.

1 Regarding the discount for senior citizens, Mr. Holder responded that it was transferred to the lifeline  
2 program where a discount was developed based on need, including water and sewer. Mr. Holder indicated  
3 that those already in the savings program would be “grandfathered”, while any new applicant would be  
4 subject to review by the Assessor’s Office for utility/real estate tax relief. Selectman White expressed  
5 concern that people currently in the program may not qualify under a new program. She stated she is in  
6 favor of the program for the increase in recycling. However, if residents still have to purchase the yellow  
7 bags and the senior discount goes away, she does not see the need for change under those circumstances.

8  
9 Responding to a question from Selectman D’Innocenzo, Mr. Holder stated single-stream recycling would be  
10 picked up every other week on the regular trash collection day. All yellow bags would be placed inside the  
11 trash collection bin.

12  
13 Selectman Crowley expressed concern for those homes that generate very little trash each week, noting that  
14 he recently drove down a street with 22 homes, all of whom had only one bag of trash out. He asked where  
15 residents might store their carts and why there is a need for a large cart when a single bag is easier to  
16 handle. He stated that the hauling of the cart might be a burden on elderly people, especially those with  
17 long driveways. He asked it if is possible to do the recycling container without doing the trash program. Mr.  
18 Holder responded that it is possible to split the program, which means two types of vehicles in town, the  
19 conventional trash truck and the automated recycling truck. Unfortunately, this means the cost savings  
20 would disappear. Responding to Selectman Crowley’s question on the grant funds, Ms. Merza stated the  
21 grant money would likely be intact as it would still be used to purchase carts. She remarked that Medway  
22 does a good job of recycling. Selectman Crowley added that as it stands now, if a resident wants to dispose  
23 of a large item, it can just be put out. The new program will require a phone call and a specific  
24 “appointment” to arrange for the pick-up.

25  
26 Concern was expressed for containers going “wild” and rolling into the street, possibly getting damaged in  
27 the process. Residents were concerned that animals will get into the carts because few people will be able  
28 to store them inside their garages or shed. It was difficult for some to understand why residents would still  
29 have to use the yellow bags.

30  
31 Chairman Trindade asked about industry trends. Mr. Holder responded that the big impetus of the  
32 program is that there is one driver on the truck, which is easier and less expensive for the companies.  
33 Ms. Merza added that the “bag” communities are leaders, pointing out that there were a lot of injuries  
34 when drivers picked up trash because contents of bags are unknown. She acknowledged that PAYT is an  
35 effective means to reduce trash tonnage but that automated pick-up is where the collection process is  
36 headed. It is unknown how the two programs can be tethered together to maintain the same level of  
37 return or service for everyone.

38  
39 Chairman Trindade explained that Medway’s rubbish goes to a “trash to energy” facility where it is  
40 burned. Medway does not have a landfill. Residents will either pay for bags or an increased fee for  
41 trash collection. It is likely that, in a couple of years, all trash collection companies will be advocating for  
42 automated programs. He stated that friends of his, one residing in Los Angeles and the other in Denver,  
43 have reported their communities have been doing this for years. Discussion followed. Mr. Holder  
44 stated a multi-year cost analysis has been prepared.

45  
46 Ms. Kennedy suggested that residents would be able to embrace the single-stream program as fewer  
47 bags would need to be purchased, expanding on the idea that single-stream makes recycling easier and  
48 there is a resulting decrease in trash. Ms. Merza added that in Swansea, recycling has gone up

1 substantially and the trash collection has been reduced. Promotion and education are important. For  
2 the older resident, it is possible that they may not put their cart out every week which would also  
3 reduce the number of bags they would need to purchase.  
4

5 At this time, the Board opened the discussion to public comment. A number of residents were in  
6 attendance. They raised the following concerns (available responses included):  
7

8 Cost of barrels (carts). *The cost of the carts is included in the program costs from the vendor. The Town*  
9 *currently has the ability to secure a grant of \$58,000 to help defray those costs. After three years, all the*  
10 *carts will belong to the Town. If the Town does not enter into the single-stream collection program, the*  
11 *grant money will go away – it is specifically for the purchase of recycling and solid waste bins.*  
12

13 Any increase in cost to residents? *There will be no increase in cost of trash collection fees.*  
14

15 How does this program compare to similar programs in other communities (cost, services, etc.) *It is*  
16 *difficult to compare communities because the extent of services covered by the costs will vary from town*  
17 *to town. Mr. Holder reported that the \$250/yr charge has not been increased in 8 years and that the*  
18 *projected savings would help keep this at \$250.*  
19

20 If this is to promote recycling, why are the yellow bags still required? *Continued participation in the*  
21 *Pay-As-You-Throw Program makes the Town eligible for many grant programs that would not otherwise*  
22 *be available.*  
23

24 Large items may be dumped along the road to avoid the pick-up fee. *Under the new program, a*  
25 *resident only has to make a phone call to arrange for the pick-up for which a fee is applied; however, this*  
26 *service does not currently exist. It is hoped that the convenience of the service will outweigh the*  
27 *associated fee.*  
28

29 Is there a cost to the resident if their cart is stolen? *The carts have identification tags that allow the*  
30 *carts to be returned to the correct residence if it rolls down a hill or otherwise is moved elsewhere. If the*  
31 *cart is stolen, a police report may need to be filed, and the resident may be responsible for obtaining*  
32 *another.*  
33

34 Will this have an impact on the recycling center? *This program will have no impact on the recycling*  
35 *centers – the set-up and the operating hours will remain the same.*  
36

37 Are smaller carts available for senior citizens or disabled persons? *Smaller 35-gallon carts are available*  
38 *by special request. Mr. Holder stated his interest was to make sure people start with the right size cart*  
39 *instead of starting small and then swapping it out for a larger one. It is also important to have a good*  
40 *idea of how many of each size needs to be ordered from the vendor.*  
41

42 Does the lid have to be completely closed in order for the collection? *The truck does not come at the*  
43 *cart from the top so the lid does not have to be completely down.*  
44

45 How is the revenue used? *Residents were encouraged to attend budget development meetings to learn*  
46 *about how various kinds of accounts are used and the restrictions imposed by the Department of*  
47 *Revenue on particular kinds of accounts. Enterprise accounts are designed to be self-supporting, not to*

1 *make money. The revenue is to cover the costs of the services. It is also possible to use extra funds in the*  
2 *account to repair the transfer station or make other improvements.*

3  
4 Could competitive bids be secured on the current program before moving forward to a new program?

5  
6 Can a resident have more than one recycling bin?

7  
8 Can residents opt out of the program?

9  
10 No room to store carts in garages or out of sight from the street.

11  
12 Absence of safety latch on cart to keep animals out or to prevent illegal items from being placed inside  
13 by others.

14  
15 Chairman Trindade pointed out that the Pay-As-You-Throw program allowed residents to be in control  
16 of their trash. He reminded everyone that one day there will be an expense to cap the old landfill  
17 currently estimated at \$4-5 million. The retained earnings will be available to help pay for that as  
18 retained earnings in an enterprise fund cannot be used for another program. There was discussion on  
19 how enterprise accounts work.

20  
21 Selectman White theorized that her questions could be answered when the DPS budget is up for review.  
22 Each employee's time spent on solid waste, recycling, transfer station, etc. is charged to that fund. Mr.  
23 Holder charts the expenses associated with the funds annually. He reiterated that a resident will be able  
24 to call to schedule the disposal of a large item, where that feature does not currently exist.

25  
26 Mr. Charlie Meyers asked if the \$58,000 is only available to use to purchase recycling carts. Mr. Holder  
27 responded that, if the Town does not move forward with this program, the money goes away. Brief  
28 discussion followed on associated costs. Mr. Meyers continued, asking how the program will benefit the  
29 Town. Many people do not have the space to store the carts and would have to leave them outdoors.  
30 He added that he would like to see competitive bids on the current program versus going to the  
31 proposed program.

32  
33 A resident theorized that the trash company has a huge incentive to cut their costs, while the benefit to  
34 the Town may not be as significant. The resident added that he does not have a problem with  
35 separating his trash and recyclables. His street has a lot of families with more bags of trash. He stated  
36 he would need two recycling bins for all the recycling that his family does. He asked if the program  
37 could be set up so that people do not have to call for large items but earmark a particular day for those  
38 instead.

39  
40 A North Street resident wanted an overview of comingling and what happens to the items after the  
41 truck makes the collection. Ms. Merza responded that the single-stream facilities are new to  
42 Massachusetts in the past 5-6 years. It is an efficient operation -- it can be picked up all at once,  
43 compacted, and then goes to the facility. When it gets to the facility, some hand sorting does occur, and  
44 certain things are pulled out. Magnets, blowers, and other types of sorting equipment are used. There  
45 are markets for the recyclable items in the state, elsewhere in the United States and overseas. Most will  
46 go overseas to be made into new products. Residents were encouraged to look at videos online from  
47 recycling facilities. Ms. Merza stated that many recycling facilities also provide tours of the facilities.  
48 She said Medway's recycling materials go to a facility in Avon.

1  
2 Responding to a question from a resident, Mr. Holder stated there will be no changes to the transfer  
3 station, citing a desire to further improve customer service.  
4

5 A resident asked if it was possible to opt out of the program, and commented that the cart will be too  
6 cumbersome to lift into a truck for those who choose transport it to the transfer station themselves.  
7

8 Mr. Myers suggested the reduction in recycling collection (every other week) is a reduction in service to  
9 the residents. Mr. Holder stated the Town would be sharing the collection truck with another  
10 community so Medway will use it one week, they use it the other. He added that, with a collection  
11 every week, the containers would be only half full while a bi-weekly collection will service full  
12 containers.  
13

14 It was noted that the trucks have cameras that will record cart information for bags that are not the  
15 required yellow ones, and the resident will get a warning in the mail.  
16

17 It was requested that any financial comparisons or other program information be placed on the Town  
18 website for residents to view.  
19

20 **There being no further public input on this matter, Chairman Trindade closed the public hearing at**  
21 **8:33 PM.**  
22

23 The Board asked Mr. Holder to pursue a bid on utilizing the yellow bags for curbside pickup along with  
24 the recycling carts.  
25

#### 26 **Approval of Minutes**

27 *The Board reviewed draft minutes from September 3, 2013 and September 16, 2013.*  
28

29 Review of the minutes was postponed until the next meeting.  
30

#### 31 **2014 License Renewals**

32 *The Board reviewed a Master Listing of Establishments for 2014 Renewals by Board of Selectmen*  
33 *(partial).*  
34

35 Fire Chief Jeffrey Lynch reported that one of the establishments (Medway Lotus) has a fire alarm system  
36 that is underperforming. He has a verbal agreement with the owner of the restaurant that it will be  
37 corrected, but a written contract for the repair does not exist. He suggested that the Board impose a  
38 condition specifying that, if the system is not installed by January 31, 2014, the licenses will not be  
39 renewed.  
40

41 Chairman Trindade explained the license renewal process for residents, noting that it is a disservice to  
42 the residents of Medway to renew a license for a restaurant that does not have a fire alarm system to  
43 protect its patrons.  
44

45 **Chairman Trindade moved that the renewal of All Alcohol, Common Victualler, Automatic Amusement**  
46 **and Live Entertainment licenses for Ye Chan, Inc., d/b/a Medway Lotus is contingent upon the**  
47 **installation of a fire alarm system that meets the requirements of state law and the Medway Fire**  
48 **Chief by January 31, 2014; Selectman Crowley seconded. No discussion. VOTE: 4-0-0.**

1  
2 Ms. Karen Kisty, Operations Manager, clarified that there are some blanks on the list where the Town  
3 Administrator’s office is awaiting the return of paperwork. If appropriate documentation has not been  
4 received, the license will simply be held until all paperwork is in order.

5  
6 **Selectman D’Innocenzo moved that the Board of Selectmen approve the partial list of 2014 license  
7 renewals (except for Medway Lotus) as presented in the document prepared by the Town Administrator’s  
8 office with the stipulation that the column is updated as the process moves forward, and, further,  
9 contingent upon receipt of any outstanding documentation and payments; Selectman White seconded.  
10 No further discussion. VOTE: 4-0-0.**

11  
12 **Approval – Medway Community Farm Lease Renewal for One-Year Term – 50 Winthrop St and 40-46**

13 **Adams Rd:**  
14 *The Board reviewed a lease amendment to extend term through December 31, 2014.*

15  
16 There was concern with language in the contract about the Town’s right to intervene in exigent  
17 circumstances. Selectman Crowley noted that it is not the Town’s intent to take over the farm. A  
18 representative from the Community Farm was unable to attend tonight’s meeting; this matter will be  
19 placed on the agenda for December 16.

20  
21 **Approval of Warrants**  
22 *The Board reviewed Warrant 14-23, dated December 5, 2013, submitted for approval.*

23  
24 Selectman D’Innocenzo, Clerk, read aloud Warrant 14-23, dated December 5, 2013, as follows:

25		
26	Town Payroll	\$ 247,515.67
27	School Payroll	<u>\$ 971,298.55</u>
28	TOTAL	\$1,218,814.22
29		

30 **Selectman Crowley moved that the Board approve Warrant 14-23 as read; Selectman White**  
31 **seconded. No discussion. VOTE: 4-0-0.**

32  
33 **Action Items**  
34 No updates on Action Items.

35  
36 **Town Administrator’s Report**  
37 Ms. Kennedy reported she had a discussion with the energy consultant regarding the net metering  
38 contract, noting she hopes to have it executed by the Board of Selectmen in January. Selectman  
39 Crowley asked for a brief presentation on the program when it comes to the Board for approval.

40  
41 **Selectmen’s Reports**  
42 Selectman White stated that the Christmas parade on Saturday night was wonderful. Fire trucks from all  
43 around the area and fireworks created an impressive site. It was noted that the parade is entirely a  
44 private enterprise with no funds provided by the Town.

45  
46 Selectman D’Innocenzo had no report.

47

1 Chairman Trindade theorized that the entrance/exit from the industrial park is problematic. He stated  
2 that he spent over an hour watching traffic, noting that a left turn is impossible, and traffic is running  
3 down West Street as an alternate route. He wondered if there could be a traffic light that is  
4 programmed to be active during peak traffic times. Selectman Crowley reported that the Town has  
5 requested the MPO consider a review of the balance of Route 109, but, this may not be possible until  
6 the 2020s. A request was made to have Dave D'Amico and Susy Affleck-Childs put together an  
7 application to the MPO, and Selectman Crowley would review it before submittal.

8  
9 Chairman Trindade reminded residents about the hearings relative to the proposed gas station at the  
10 intersection of Routes 109 and 126. He suggested a Board of Selectmen workshop on zoning regulations  
11 would help to increase understanding on how these things came about. He offered to touch base with  
12 Ms. Affleck-Childs if the Board was not interested in such a workshop.

13  
14 Chairman Trindade suggested the meeting packet should be posted online to give residents more  
15 information on the agenda items and might motivate them to come to meetings. Selectman Crowley  
16 expressed concern that there was not sufficient staff to respond to the questions that could come in.  
17 People with a long list of questions should be encouraged to forward their questions prior to the  
18 meeting. Ms. Kennedy reported that a particular person was offered the opportunity to come in to  
19 meet with DPS, but they claimed not to have the time to meet. Ms. Kennedy stated she referred the  
20 individual to Medway Cable Access with a list of the dates the hearings were held. Discussion followed  
21 on public hearing protocol and procedure. It was suggested that Ms. Kennedy check with other towns  
22 on their procedures and the matter would be discussed at a future meeting.

23  
24 Chairman Trindade announced that Medway Youth Basketball starts this Saturday, and registrations are  
25 still being accepted for the intramural program. Interested residents were encouraged to access the  
26 [www.medwaybasketball.com](http://www.medwaybasketball.com) website for more information.

27  
28 Selectman Crowley reminded the board that committee chairs should be forwarding membership  
29 tracking for their committees. Chairman Trindade added that more committees should be televising  
30 their meetings.

31  
32 **At 9:14 PM Chairman Trindade moved to adjourn; Selectman White seconded. No discussion.**  
33 **VOTE: 4-0-0.**

34  
35 Respectfully submitted,  
36 Jeanette Galliardt  
37 Night Board Secretary

# **AGENDA**

## **ITEM #20**

### **Approval of Warrants**

*Warrants to be provided at meeting.*



# **AGENDA ITEM #21**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #22**

**Selectmen's Reports**