

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*

**Joint Meeting of the Board of Selectmen and Water/Sewer Commission**

and

**Board of Selectmen's Meeting**

**May 19, 2014, 6:30 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

**Agenda**

6:30 PM

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

Joint Meeting Board of Selectmen and Water/Sewer Commission

1. Discussion – Water and Sewer Rates

Other Business – Board of Selectmen (Immediately following conclusion of joint meeting)

2. **7:00PM** - Public Hearing on All Alcohol License Transfer – Conway Liquors, Inc. d/b/a/ West Medway Liquors – PragatHari, LLC d/b/a West Medway Liquors; Vote on Alcohol License Transfer
3. Authorization of Chairman to Execute Contract with AllStates Asphalt, Inc. - Pavement Resurface Treatment - \$50,0000
4. Approval of Warrants
5. Approval of Minutes
6. Town Administrator's Report
7. Selectmen's Reports

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Upcoming Meetings, Agenda and Reminders

June 2, 2014-----Regular Meeting

June 16, 2014-----Regular Meeting

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

# AGENDA

## ITEM #1

### Discussion – Water and Sewer Rates – Water and Sewer Commission

*Associated back up materials attached.*

- *Town of Medway – Annual Water Enterprise Fund Rate Study*
- *FY15 Water Working Draft for Board Review*
- *Town of Medway – Annual Sewer Enterprise Rate Study*
- *FY15 Sewer Working Draft for Board Review*

Note: As the scanned copies are difficult to read, printed copies of both *Working Drafts* will be available at meeting.

**Town of Medway  
Annual Water Enterprise Fund Rate Study**

Description	Projected FY 2015	Projected FY 2016	Projected FY 2017	Projected FY 2018	Projected FY 2019	Projected FY 2020
Percent of Revenue Increase	4%	4%	5%	5%	5%	5%
Water Cost to Average Residential Household per Quarterly Bill (1,975 cubic feet)	\$114.09	\$118.65	\$124.59	\$130.82	\$137.36	\$144.23
Quarterly Increase from previous year	\$3.32	\$4.56	\$5.93	\$6.23	\$6.54	\$6.87
<b>Water Revenues</b>						
<b>Total Revenues and Available Funds</b>	<b>\$ 2,095,712</b>	<b>\$ 2,159,599</b>	<b>\$ 2,261,490</b>	<b>\$ 2,368,345</b>	<b>\$ 2,480,409</b>	<b>\$ 2,597,940</b>
<b>Water Expenditures</b>						
Salaries & Wages	\$ 557,313	\$ 569,981	\$ 582,965	\$ 596,274	\$ 609,916	\$ 623,899
Expenses	543,700	561,143	579,252	598,059	617,596	637,897
Capital	15,411	-	-	-	-	-
Existing Debt Service	748,981	725,996	634,751	610,901	566,501	545,676
New Debt Service	29,148	199,010	250,587	506,413	495,456	484,499
Short Term Debt	22,852	50,000	83,500	50,000	50,000	50,000
Indirect Costs	210,307	215,565	220,954	226,478	232,140	237,943
<b>Total Expenditures</b>	<b>\$ 2,127,712</b>	<b>\$ 2,321,694</b>	<b>\$ 2,352,009</b>	<b>\$ 2,588,126</b>	<b>\$ 2,571,609</b>	<b>\$ 2,579,914</b>
<b>SURPLUS/(DEFICIT)</b>	<b>\$ (32,000)</b>	<b>\$ (162,095)</b>	<b>\$ (90,519)</b>	<b>\$ (219,781)</b>	<b>\$ (91,200)</b>	<b>\$ 18,026</b>
<b>Projected Use of or Addition to Retained Earnings</b>						
<b>Water Retained Earnings</b>						
Projected Retained Earnings at End of Fiscal Year	\$ 1,058,155	\$ 896,060	\$ 805,541	\$ 585,761	\$ 494,560	\$ 512,587
Retained Earnings as a % of Operating Budget	50%	39%	34%	23%	19%	20%
Rate increase based on water user charges for latest 12-month period						

**FY14 Rates**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 28.04	\$ 5.61	\$ 6.57	\$ 7.97
COM	\$ 29.81	\$ 5.96	\$ 7.42	\$ 8.61
IRR	\$ -	\$ 8.19	\$ 10.48	\$ 12.45

**FY15 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 28.88	\$ 5.78	\$ 6.83	\$ 8.37
COM	\$ 30.71	\$ 6.14	\$ 7.71	\$ 9.04
IRR	\$ -	\$ 8.44	\$ 10.90	\$ 13.07

**\$ Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 0.84	\$ 0.17	\$ 0.26	\$ 0.40
COM	\$ 0.89	\$ 0.18	\$ 0.30	\$ 0.43
IRR	\$ -	\$ 0.25	\$ 0.42	\$ 0.62

**% Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	3.00%	3.00%	4.00%	5.00%
COM	3.00%	3.00%	4.00%	5.00%
IRR		3.00%	4.00%	5.00%

Revenue Projection at FY14 Rates  
\$ 1,809,644

Revenue Projection at Recommended FY15 Rates  
\$ 1,875,610  
Diff \$ \$65,966  
Diff % 3.65%

**FY16 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 30.04	\$ 6.01	\$ 7.10	\$ 8.70
COM	\$ 31.93	\$ 6.39	\$ 8.02	\$ 9.40
IRR	\$ -	\$ 8.77	\$ 11.34	\$ 13.59

**\$ Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.16	\$ 0.23	\$ 0.27	\$ 0.33
COM	\$ 1.23	\$ 0.25	\$ 0.31	\$ 0.36
IRR	\$ -	\$ 0.34	\$ 0.44	\$ 0.52

**% Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	4.00%	4.00%	4.00%	4.00%
COM	4.00%	4.00%	4.00%	4.00%
IRR		4.00%	4.00%	4.00%

Revenue Projection at FY16 Rates  
\$ 1,875,610

Revenue Projection at Recommended FY16 Rates  
\$ 1,950,634  
Diff \$ \$75,024  
Diff % 4.00%

**FY17 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 31.54	\$ 6.31	\$ 7.46	\$ 9.14
COM	\$ 33.53	\$ 6.71	\$ 8.42	\$ 9.87
IRR	\$ -	\$ 9.21	\$ 11.91	\$ 14.27

**\$ Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.50	\$ 0.30	\$ 0.36	\$ 0.44
COM	\$ 1.60	\$ 0.32	\$ 0.40	\$ 0.47
IRR	\$ -	\$ 0.44	\$ 0.57	\$ 0.68

**% Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	5.00%	5.00%	5.00%	5.00%
COM	5.00%	5.00%	5.00%	5.00%
IRR		5.00%	5.00%	5.00%

Revenue Projection at FY17 Rates  
\$ 1,950,634

Revenue Projection at Recommended FY17 Rates  
\$ 2,048,166  
Diff \$ \$97,532  
Diff % 5.00%

**FY18 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	5,000	6,500	+
RES	\$ 33.12	\$ 6.62	\$ 7.83	\$ 9.59
COM	\$ 35.21	\$ 7.04	\$ 8.84	\$ 10.37
IRR	\$ -	\$ 9.67	\$ 12.50	\$ 14.99

**\$ Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.58	\$ 0.32	\$ 0.37	\$ 0.46
COM	\$ 1.68	\$ 0.34	\$ 0.42	\$ 0.49
IRR	\$ -	\$ 0.46	\$ 0.60	\$ 0.71

**% Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	5.00%	5.00%	5.00%	5.00%
COM	5.00%	5.00%	5.00%	5.00%
IRR		5.00%	5.00%	5.00%

Revenue Projection at FY18 Rates  
\$ 2,048,166

Revenue Projection at Recommended FY18 Rates  
\$ 2,150,574  
Diff \$ \$102,408  
Diff % 5.00%

**FY19 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	8,000	9,500	+
RES	\$ 34.77	\$ 6.95	\$ 8.22	\$ 10.07
COM	\$ 36.97	\$ 7.39	\$ 9.29	\$ 10.88
IRR	\$ -	\$ 10.16	\$ 13.13	\$ 15.74

**\$ Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.66	\$ 0.33	\$ 0.39	\$ 0.48
COM	\$ 1.76	\$ 0.35	\$ 0.44	\$ 0.52
IRR	\$ -	\$ 0.48	\$ 0.63	\$ 0.75

**% Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	5.00%	5.00%	5.00%	5.00%
COM	5.00%	5.00%	5.00%	5.00%
IRR		5.00%	5.00%	5.00%

Revenue Projection at FY19 Rates  
\$ 2,150,574

Revenue Projection at Recommended FY19 Rates  
\$ 2,258,103  
Diff \$ \$107,529  
Diff % 5.00%

**FY20 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	11,000	12,500	+
RES	\$ 36.51	\$ 7.30	\$ 8.63	\$ 10.58
COM	\$ 38.82	\$ 7.76	\$ 9.75	\$ 11.43
IRR	\$ -	\$ 10.66	\$ 13.78	\$ 16.52

**\$ Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.74	\$ 0.35	\$ 0.41	\$ 0.50
COM	\$ 1.85	\$ 0.37	\$ 0.46	\$ 0.54
IRR	\$ -	\$ 0.51	\$ 0.66	\$ 0.79

**% Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	5.00%	5.00%	5.00%	5.00%
COM	5.00%	5.00%	5.00%	5.00%
IRR		5.00%	5.00%	5.00%

Revenue Projection at FY20 Rates  
\$ 2,258,103

Revenue Projection at Recommended FY20 Rates  
\$ 2,371,008  
Diff \$ \$112,905  
Diff % 5.00%

FY15 Rate User Impact				FY16 Rate User Impact				FY17 Rate User Impact				FY18 Rate User Impact				FY19 Rate User Impact				FY20 Rate User Impact				
Usage in CF	FY14	FY15	Difference	Usage in CF	FY15	FY16	Difference	Usage in CF	FY16	FY17	Difference	Usage in CF	FY17	FY18	Difference	Usage in CF	FY18	FY19	Difference	Usage in CF	FY19	FY20	Difference	
Min. RES User (500)	\$ 28.04	\$ 28.88	\$ 0.84	3.00%	Min. RES User (500)	\$ 28.88	\$ 30.04	\$ 1.16	4.00%	Min. RES User (500)	\$ 30.04	\$ 31.54	\$ 1.50	5.00%	Min. RES User (500)	\$ 31.54	\$ 33.12	\$ 1.58	5.00%	Min. RES User (500)	\$ 33.12	\$ 34.77	\$ 1.66	5.00%
Avg. RES User (1,975)	\$ 110.77	\$ 114.09	\$ 3.32	3.00%	Avg. RES User (1,975)	\$ 114.09	\$ 118.65	\$ 4.56	4.00%	Avg. RES User (1,975)	\$ 118.65	\$ 124.59	\$ 5.93	5.00%	Avg. RES User (1,975)	\$ 124.59	\$ 130.82	\$ 6.23	5.00%	Avg. RES User (1,975)	\$ 130.82	\$ 137.36	\$ 6.54	5.00%
Tier 2 RES User (3,500)	\$ 210.65	\$ 217.95	\$ 7.30	3.47%	Tier 2 RES User (3,500)	\$ 217.95	\$ 226.67	\$ 8.72	4.00%	Tier 2 RES User (3,500)	\$ 226.67	\$ 238.00	\$ 11.33	5.00%	Tier 2 RES User (3,500)	\$ 238.00	\$ 249.90	\$ 11.90	5.00%	Tier 2 RES User (3,500)	\$ 249.90	\$ 262.40	\$ 12.50	5.00%
Tier 3 RES User (5,000)	\$ 330.16	\$ 343.43	\$ 13.28	4.02%	Tier 3 RES User (5,000)	\$ 343.43	\$ 357.17	\$ 13.74	4.00%	Tier 3 RES User (5,000)	\$ 357.17	\$ 375.03	\$ 17.86	5.00%	Tier 3 RES User (5,000)	\$ 375.03	\$ 393.78	\$ 18.75	5.00%	Tier 3 RES User (5,000)	\$ 393.78	\$ 413.47	\$ 19.69	5.00%
Tier 1 COM User (2,000)	\$ 119.25	\$ 122.82	\$ 3.58	3.00%	Tier 1 COM User (2,000)	\$ 122.82	\$ 127.74	\$ 4.91	4.00%	Tier 1 COM User (2,000)	\$ 127.74	\$ 134.12	\$ 6.39	5.00%	Tier 1 COM User (2,000)	\$ 134.12	\$ 140.83	\$ 6.71	5.00%	Tier 1 COM User (2,000)	\$ 140.83	\$ 147.87	\$ 7.04	5.00%
Tier 2 COM User (3,500)	\$ 230.50	\$ 238.53	\$ 8.03	3.48%	Tier 2 COM User (3,500)	\$ 238.53	\$ 248.07	\$ 9.54	4.00%	Tier 2 COM User (3,500)	\$ 248.07	\$ 260.47	\$ 12.40	5.00%	Tier 2 COM User (3,500)	\$ 260.47	\$ 273.49	\$ 13.02	5.00%	Tier 2 COM User (3,500)	\$ 273.49	\$ 287.17	\$ 13.67	5.00%
Tier 3 COM User (5,000)	\$ 359.64	\$ 374.12	\$ 14.48	4.03%	Tier 3 COM User (5,000)	\$ 374.12	\$ 389.09	\$ 14.96	4.00%	Tier 3 COM User (5,000)	\$ 389.09	\$ 408.54	\$ 19.45	5.00%	Tier 3 COM User (5,000)	\$ 408.54	\$ 428.97	\$ 20.43	5.00%	Tier 3 COM User (5,000)	\$ 428.97	\$ 450.42	\$ 21.45	5.00%

Note: Plug in a rate(s) to see new rate table above and paste that table into the consumption spreadsheet. Then in the consumption spreadsheet paste the total revenue for water charges at the collection rate chosen into the Revenue Projection here.

**Town of Medway  
Annual Sewer Enterprise Rate Study**

Description	Projected FY 2015	Projected FY 2016	Projected FY 2017	Projected FY 2018	Projected FY 2019	Projected FY 2020
Percent of Revenue Increase	20%	20%	16%	6%	6%	6%
Sewer Cost to Average Residential Household per Quarterly Bill (1,990 cubic feet)	\$80.78	\$96.94	\$112.45	\$119.20	\$126.35	\$133.93
Quarterly Increase from previous year	\$10.54	\$16.16	\$15.51	\$6.75	\$7.15	\$7.58
<b>Sewer Revenues</b>						
<b>Total Revenues and Available Funds</b>	<b>\$ 1,187,921</b>	<b>\$ 1,411,971</b>	<b>\$ 1,607,571</b>	<b>\$ 1,692,280</b>	<b>\$ 1,782,146</b>	<b>\$ 1,877,475</b>
<b>Sewer Expenditures</b>						
Salaries & Wages	\$ 154,694	\$ 158,561	\$ 162,525	\$ 166,589	\$ 170,753	\$ 175,022
Expenses	80,300	82,378	84,511	86,703	88,954	91,266
Capital	-	-	-	-	-	-
Charles River Pollution Assessment - O&M **	531,040	544,316	557,924	571,872	586,169	600,823
Charles River Pollution Assessment - Capital **	159,590	374,050	373,924	372,441	373,516	359,696
Existing Debt Service	280,885	250,762	245,734	234,844	229,909	224,412
New Debt Service	31,040	58,130	93,264	131,748	234,488	241,547
Short Term Debt		\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	74,078	75,930	77,828	79,774	81,768	83,812
<b>Total Expenditures</b>	<b>\$ 1,311,627</b>	<b>\$ 1,544,126</b>	<b>\$ 1,595,711</b>	<b>\$ 1,643,970</b>	<b>\$ 1,765,557</b>	<b>\$ 1,776,578</b>
<b>SURPLUS/(DEFICIT)</b>	<b>\$ (123,705)</b>	<b>\$ (132,155)</b>	<b>\$ 11,860</b>	<b>\$ 48,310</b>	<b>\$ 16,589</b>	<b>\$ 100,897</b>
<b>Projected Use of Addition to Retained Earnings</b>						
<b>Sewer Retained Earnings</b>						
Projected Retained Earnings at End of Fiscal Year	\$ 146,411	\$ 14,255	\$ 26,116	\$ 74,426	\$ 91,015	\$ 191,911
<b>Retained Earnings as a % of Operating Budget</b>	11%	1%	2%	5%	5%	11%
Rate increase based on water user charges for latest 12-month period						
<b>** Charles River Pollution Control District</b>						
FY14 Assessment	Operating	Capital	Total			
	\$340,990	\$97,869	\$438,859			
FY15 Assessment	\$531,040	\$159,590	\$690,630			
\$ Increase	\$190,050	\$61,721	\$251,771			
% Increase	55.73%	63.06%	57.37%			

**FY14 Rates**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 17.65	\$ 3.53	\$ 3.59	\$ 4.41
COM	\$ 17.65	\$ 3.53	\$ 4.08	\$ 4.96

**FY15 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 20.30	\$ 4.06	\$ 4.49	\$ 5.73
COM	\$ 20.30	\$ 4.06	\$ 5.10	\$ 6.45

**Amount Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 2.65	\$ 0.53	\$ 0.90	\$ 1.32
COM	\$ 2.65	\$ 0.53	\$ 1.02	\$ 1.49

**Percent Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	15.00%	15.00%	25.00%	30.00%
COM	15.00%	15.00%	25.00%	30.00%

Revenue Projection at FY14 Rates  
\$ 850,655

Revenue Projection at Recommended FY15 Rates  
\$ 1,022,508 Diff \$ 171,853 Diff % 20.20%

**FY16 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 24.36	\$ 4.87	\$ 5.39	\$ 6.88
COM	\$ 24.36	\$ 4.87	\$ 6.12	\$ 7.74

**Amount Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 4.06	\$ 0.81	\$ 0.90	\$ 1.15
COM	\$ 4.06	\$ 0.81	\$ 1.02	\$ 1.29

**Percent Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	20.00%	20.00%	20.00%	20.00%
COM	20.00%	20.00%	20.00%	20.00%

Revenue Projection at FY16 Rates  
\$ 1,022,508

Revenue Projection at Recommended FY16 Rates  
\$ 1,227,010 Diff \$ 204,502 Diff % 20.00%

**FY17 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 28.25	\$ 5.65	\$ 6.25	\$ 7.98
COM	\$ 28.25	\$ 5.65	\$ 7.10	\$ 8.98

**Amount Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 3.90	\$ 0.78	\$ 0.86	\$ 1.10
COM	\$ 3.90	\$ 0.78	\$ 0.98	\$ 1.24

**Percent Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	16.00%	16.00%	16.00%	16.00%
COM	16.00%	16.00%	16.00%	16.00%

Revenue Projection at FY17 Rates  
\$ 1,227,010

Revenue Projection at Recommended FY17 Rates  
\$ 1,423,332 Diff \$ 196,322 Diff % 16.00%

**FY18 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 29.95	\$ 5.99	\$ 6.62	\$ 8.46
COM	\$ 29.95	\$ 5.99	\$ 7.53	\$ 9.51

**Amount Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.70	\$ 0.34	\$ 0.37	\$ 0.48
COM	\$ 1.70	\$ 0.34	\$ 0.43	\$ 0.54

**Percent Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	6.00%	6.00%	6.00%	6.00%
COM	6.00%	6.00%	6.00%	6.00%

Revenue Projection at FY18 Rates  
\$ 1,423,332

Revenue Projection at Recommended FY18 Rates  
\$ 1,508,731 Diff \$ 85,400 Diff % 6.00%

**FY19 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 31.75	\$ 6.35	\$ 7.02	\$ 8.97
COM	\$ 31.75	\$ 6.35	\$ 7.98	\$ 10.09

**Amount Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.80	\$ 0.36	\$ 0.40	\$ 0.51
COM	\$ 1.80	\$ 0.36	\$ 0.45	\$ 0.57

**Percent Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	6.00%	6.00%	6.00%	6.00%
COM	6.00%	6.00%	6.00%	6.00%

Revenue Projection at FY19 Rates  
\$ 1,508,731

Revenue Projection at Recommended FY19 Rates  
\$ 1,599,255 Diff \$ 90,524 Diff % 6.00%

**FY20 Rate Recommendation to Meet Revenue Targets**

	Minimum	Tier 1	Tier 2	Tier 3
	500	1	2,001	3,501
	cuft	2,000	3,500	+
RES	\$ 33.65	\$ 6.73	\$ 7.44	\$ 9.50
COM	\$ 33.65	\$ 6.73	\$ 8.46	\$ 10.69

**Amount Increase/(Decrease) from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	\$ 1.90	\$ 0.38	\$ 0.42	\$ 0.54
COM	\$ 1.90	\$ 0.38	\$ 0.48	\$ 0.61

**Percent Increase/Decrease from Previous FY**

	Minimum	Tier 1	Tier 2	Tier 3
RES	6.00%	6.00%	6.00%	6.00%
COM	6.00%	6.00%	6.00%	6.00%

Revenue Projection at FY20 Rates  
\$ 1,599,255

Revenue Projection at Recommended FY20 Rates  
\$ 1,695,211 Diff \$ 95,955 Diff % 6.00%

FY15 Rate User Impact	Amount Per Bill	Difference	FY16 Rate User Impact	Amount Per Bill	Difference	FY17 Rate User Impact	Amount Per Bill	Difference	FY18 Rate User Impact	Amount Per Bill	Difference	FY19 Rate User Impact	Amount Per Bill	Difference	FY20 Rate User Impact	Amount Per Bill	Difference		
Usage in CF	FY14	FY15	Usage in CF	FY15	FY16	Usage in CF	FY16	FY17	Usage in CF	FY17	FY18	Usage in CF	FY18	FY19	Usage in CF	FY19	FY20		
Min. RES User (500)	\$ 17.65	\$ 20.30	\$ 2.65	15.00%	Min. RES User (500)	\$ 20.30	\$ 24.36	\$ 4.06	20.00%	Min. RES User (500)	\$ 24.36	\$ 28.25	\$ 3.90	16.00%	Min. RES User (500)	\$ 28.25	\$ 29.95	\$ 1.70	6.00%
Avg. RES User (1,990)	\$ 70.25	\$ 80.78	\$ 10.54	15.00%	Avg. RES User (1,990)	\$ 80.78	\$ 96.94	\$ 16.16	20.00%	Avg. RES User (1,990)	\$ 96.94	\$ 112.45	\$ 15.51	16.00%	Avg. RES User (1,990)	\$ 112.45	\$ 119.20	\$ 6.75	6.00%
Tier 2 RES User (3,500)	\$ 124.45	\$ 148.50	\$ 24.05	19.33%	Tier 2 RES User (3,500)	\$ 148.50	\$ 178.20	\$ 29.70	20.00%	Tier 2 RES User (3,500)	\$ 178.20	\$ 206.72	\$ 28.51	16.00%	Tier 2 RES User (3,500)	\$ 206.72	\$ 219.12	\$ 12.40	6.00%
Tier 3 RES User (5,000)	\$ 190.60	\$ 234.50	\$ 43.90	23.03%	Tier 3 RES User (5,000)	\$ 234.50	\$ 281.40	\$ 46.90	20.00%	Tier 3 RES User (5,000)	\$ 281.40	\$ 326.42	\$ 45.02	16.00%	Tier 3 RES User (5,000)	\$ 326.42	\$ 346.01	\$ 19.59	6.00%
Tier 1 COM User (2,000)	\$ 70.60	\$ 81.19	\$ 10.59	15.00%	Tier 1 COM User (2,000)	\$ 81.19	\$ 97.43	\$ 16.24	20.00%	Tier 1 COM User (2,000)	\$ 97.43	\$ 113.02	\$ 15.59	16.00%	Tier 1 COM User (2,000)	\$ 113.02	\$ 119.80	\$ 6.78	6.00%
Tier 2 COM User (3,500)	\$ 131.80	\$ 157.69	\$ 25.89	19.64%	Tier 2 COM User (3,500)	\$ 157.69	\$ 189.23	\$ 31.54	20.00%	Tier 2 COM User (3,500)	\$ 189.23	\$ 219.50	\$ 30.28	16.00%	Tier 2 COM User (3,500)	\$ 219.50	\$ 232.67	\$ 13.17	6.00%
Tier 3 COM User (5,000)	\$ 206.20	\$ 254.41	\$ 48.21	23.38%	Tier 3 COM User (5,000)	\$ 254.41	\$ 305.29	\$ 50.88	20.00%	Tier 3 COM User (5,000)	\$ 305.29	\$ 354.14	\$ 48.85	16.00%	Tier 3 COM User (5,000)	\$ 354.14	\$ 375.39	\$ 21.25	6.00%

Note: Plug in a rate(s) to see new rate table above and paste that table into the consumption spreadsheet. Then in the consumption spreadsheet paste the total revenue for water charges at the collection rate chosen into the Revenue Projection here.

# **AGENDA**

## **ITEM #2**

**(7:00PM) Public Hearing –  
Transfer of All Alcohol License  
from Conway Liquors, Inc. d/b/a  
West Medway Liquors to  
PragatHari, LLC. d/b/a  
West Medway Liquors;  
Vote on Alcohol License**

*Associated back up materials attached.*

- ABCC application

**Proposed Motions:**

1. I move that the Board open the public hearing on the proposed all alcohol license transfer from Conway Liquors, Inc. d/b/a West Medway Liquors to PragatHari, LLC d/b/a West Medway Liquors to be located at 175 Main Street.
2. I move that the Board close the public hearing.
3. I move that the Board approve the transfer of the all alcohol license from Conway Liquors, Inc. d/b/a West Medway Liquors to PragatHari,

LLC d/b/a West Medway Liquors contingent upon the receipt of financial documentation and DOR Certificate of Good Standing.





The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

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

ECRT CODE:                 **RETA**

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN                  STATE                  ZIP CODE

**TRANSACTION TYPE (Please check all relevant transactions):**

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

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

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

**RECEIVED**  
 MAY 5 2014

MEDWAY  
 TOWN ADMINISTRATOR

4:00 PM

**MEDWAY/SEL/WEST MEDWAY  
LIQUORS**

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

The Board of Selectmen will hold a public hearing on Monday, May 19, 2014, at 7:00 PM in Sanford Hall, Medway Town Hall, 155 Village Street, in accordance with the provisions of Chapter 138 of the Massachusetts General Laws, on the application for a Liquor License Transfer (All Alcoholic Beverages) from Conway Liquors, Inc. d/b/a West Medway Liquors to PragatHari LLC d/b/a West Medway Liquors, Kunal Patel, Manager, 175 Main Street, Medway, MA. Anyone wishing to be heard on this application should appear at the hearing.

Medway Board of Selectmen  
Glenn Trindade, Chair

AD#13114615  
MDN 5/8/14

# APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Medway

## 1. LICENSEE INFORMATION:

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

B. Business Name (if different): West Medway Liquors C. Manager of Record: Kunal Patel

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

E. Address of Licensed Premises: 175 Main Street City/Town: Medway State: MA Zip: 02053

F. Business Phone: G. Cell Phone:

H. Email: I. Website:

J. Mailing address (if different from E.): City/Town: Franklin State: MA Zip: 02038

## 2. TRANSACTION:

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

The following transactions must be processed as new licenses:

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

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

## 3. TYPE OF LICENSE:

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

## 4. LICENSE CATEGORY:

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

## 5. LICENSE CLASS:

- Annual  Seasonal

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

NAME:   
ADDRESS:   
CITY/TOWN:  STATE:  ZIP CODE:   
CONTACT PHONE NUMBER:   FAX NUMBER:   
EMAIL:

**7. DESCRIPTION OF PREMISES:**

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

Total Square Footage:  Number of Entrances:  Number of Exits:   
Occupancy Number:  Seating Capacity:

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

**8. OCCUPANCY OF PREMISES:**

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

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

Landlord is a(n):  Other:

Name:  Phone:

Address:  City/Town:  State:  Zip:

Initial Lease Term: Beginning Date  Ending Date

Renewal Term:  Options/Extensions at:  Years Each

Rent:  Per Year Rent:  Per Month

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

**IMPORTANT ATTACHMENTS( 4):**

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

**9. LICENSE STRUCTURE:**

The Applicant is a(n):

LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

04/02/2014

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes  No **10. INTERESTS IN THIS LICENSE:**

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

**IMPORTANT ATTACHMENTS (5):**A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Kunal Patel	Manager	100%	

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

**11. EXISTING INTEREST IN OTHER LICENSES:**Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
Fields' Wine and Spirits	§15 Package Store	SGBSYP, LLC 116 Mechanic Street, Bellingham, Massachusetts
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

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



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

(rev.3/26/13)

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

068400011

ABCC License Number

Medway

City/Town

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

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

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

Name	Title	Address	Stock or % Owned
Stephen A. Conway, Jr.	Pres., Treas, Secretary	Northbridge, MA 01534	100%

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

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

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

Name	Title	Address	Stock or % Owned
Kunal Patel	Member	Franklin, MA 02048	100%

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

SIGNATURE OF LAST-APPROVED LICENSEE:

*Stephen A. Conway Jr.*  
 (If a Corporation/LLC, by its authorized representative)

Date Signed 05/05/2014

SIGNATURE OF PROPOSED TRANSFEREE:

*Kunal Patel*

**APPLICANT'S STATEMENT**

I, Kunal Patel the  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
of PragatHari, LLC , hereby submit this application for Package Store License (hereinafter the  
"Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and  
together with the LLA collectively the "Licensing Authorities") for approval.

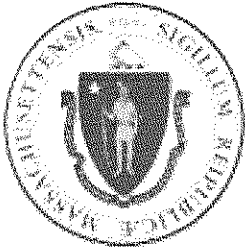
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the  
Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief.  
I further submit the following to be true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

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

Signature: 

Date: 05/05/2014

Title: Member



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

**Federal Employer Identification Number:** ! (must be 9 digits)

**1. The exact name of the limited liability company is:** PRAGATHARI, LLC

**2a. Location of its principal office:**

No. and Street:

City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street:

City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

**3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:**

THE GENERAL CHARACTER OF THE BUSINESS OF THE LCC IS TO ENGAGE IN THE RETAIL SALE OF ALCHOLIC BEVERAGES AND BEVERAGES OF ALL KINDS, FOOD PRODUCTS, TOBACCO, LOTTERY, AND MERCHANDISE AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO, AND ANY OTHER LAWFUL BUSINESS PURPOSE OR ACTIVITY PERMITTED BY THE ACT.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: KUNAL PATEL

No. and Street:

City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

I, KUNAL PATEL resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.**

Title	Individual Name	Address (no PO Box)



	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	KUNAL PATEL	FRANKLIN, MA 02038 USA

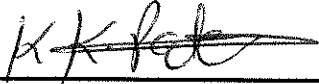
**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b>	<b>Address (no PO Box)</b>
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	KUNAL PATEL	FRANKLIN, MA 02038 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of April, 2014,  
KUNAL PATEL**

*(The certificate must be signed by the person forming the LLC.)*

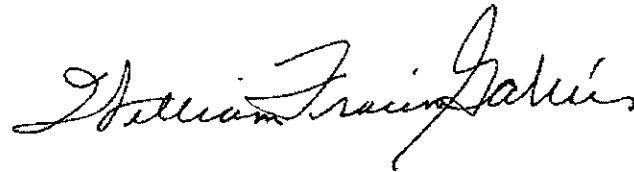


THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

April 02, 2014 05:11 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

**MANAGER APPLICATION**

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

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):   
 Address:   
 City/Town:  State:  Zip Code:   
 ABCC License Number:  (If existing licensee) Phone Number of Premise:

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:   
 C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization:  C. Court of Naturalization:   
 (Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes  No   
 If yes, please describe:   
 B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes  No   
 If yes, please describe:   
 C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes  No   
 If yes, please describe:   
 D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature  Date

PragatHari LLC  
Authorization Resolution

I, Kunal Patel certify that I am the sole the member of the above named Limited Liability Company and consent to the following action and adopt the following votes:

The Limited Liability Company resolves that:

1. Kunal Patel is hereby authorized to apply for an all alcohol package store license from the Town of Medway and the Alcoholic Beverages Control Commission.
2. Kunal Patel is hereby appointed Manager of Record.

That the signature of Kunal Patel on any such instrument or document of the Limited Liability Company shall be conclusive evidence that such instrument or document has been approved by him in conformity with the terms of this Vote and shall be conclusive evidence of this authority.

That Kunal Patel be and he is hereby authorized and directed for and in the name of and on behalf of the Limited Liability Company to execute, certify, prepare and deliver such other instruments, documents, certificates and papers and to take any and all such other action as he shall deem necessary or appropriate to carry out the intent of the foregoing Resolution, and the execution by Kunal Patel on any such other instrument, document, certificate or paper, and the doing of any such act or thing shall be conclusive evidence of his determination in that respect and his approval of the form, terms, and conditions thereof.

- 4 All prior actions by Kunal Patel in furtherance of the above resolutions are hereby ratified and confirmed.

Dated: May 5, 2014

H (5/5/14)

  
Kunal Patel – Member

# **AGENDA**

## **ITEM #3**

**Authorization of the Chairman to  
Execute Contract –  
Pavement Resurface Treatment –  
AllStates Asphalt, Inc. - \$50,000**

*Associated back up materials attached.*

- Contract documents

**Proposed Motion:** I move that the Board authorize the Chairman to execute the contract for pavement resurface treatment between the Town and AllStates Asphalt, Inc. in an amount not to exceed \$50,000.

## **EXHIBIT B**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for **(PAVEMENT SURFACE TREATMENT)** (hereinafter referred to as the "Services"), by and between **All States Asphalt, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 325 Amherst Road, Sunderland, MA 01375, (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, bid specifications, request for proposals or purchase description
- 4) 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**

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect until April 1, 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 Dollars)

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

- (a) The TOWN shall make payment as follows unless other arrangements for a particular project have been made in advance by the DPS Director:

One final payment of the entire release amount per Contract forty-five days after receipt of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (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, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G.

#### **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) 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.
- (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) 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.

## **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:**

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

### **Contractor:**

Alan Chicoine -  
Division Manager  
All State Asphalt, Inc.  
325 Amherst Road – P.O. Box 91  
Sunderland, MA 01375

## **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 Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. **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 Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with General Laws Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

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

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

## **ARTICLE 13: PERFORMANCE AND PAYMENT BONDS**

- (a) Performance Bond Not Required
- (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 of 50% amount of the Agreement price for payment of all labor and materials used to carry out the Agreement.

## **ARTICLE 14: OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 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 Agreement.
- (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 Agreement, 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 Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

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

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

#### **ARTICLE 19: CORPORATE CONTRACTOR**

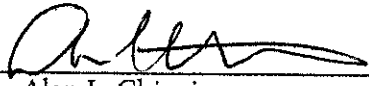
The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority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

**TOWN OF MEDWAY**  
By its Board of Selectmen

By:   
Alan L. Chicoine

Title: Division Manager

Corporate Seal:

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

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

\_\_\_\_\_  
Thomas Holder – Director  
Department of Public Service

Approved As To Form

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Town Counsel

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Funding Source:

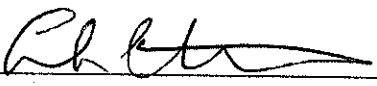
Account: 0242102 - 5258

Exhibit C

### TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that All States Asphalt, Inc. is in compliance with the  
(name of contractor)

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

  
\_\_\_\_\_  
Signature

Alan L. Chicoine  
\_\_\_\_\_  
Print Name

Division Manager  
\_\_\_\_\_  
Title

All States Asphalt, Inc.  
\_\_\_\_\_  
Company



Exhibit E

**CERTIFICATE OF VOTE**

(to be filed if Contractor is a Corporation)

I, Rebecca A. Bland, hereby certify that I am the duly qualified and acting  
Asst. (Secretary of the Corporation)

Asst. Secretary of All States Asphalt, Inc. and I further certify that at  
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on February 24, 2014,  
(Date of Meeting)

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

VOTED:

To authorize and empower

Richard J. Miller

Alan L. Chicoine

James P. Tudryn

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

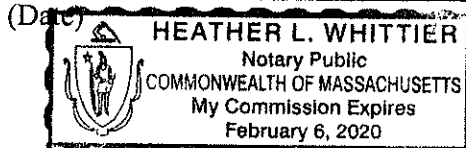
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: Rebecca A. Bland  
Asst.(Secretary of Corporation) Rebecca A. Bland

A True Copy:

Attest: Heather L. Whittier  
(Notary Public) Heather L. Whittier

My Commission Expires: February 6, 2020



Rubber Chip Seal  
Town of Medway, MA


Rev April 22, 2014

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: All States Asphalt, Inc.

Signature: 

Name of Person signing Proposal: Alan L. Chicoine, Division Manager



**PAYMENT BOND**

Bond No. 837062237

KNOW ALL MEN BY THESE PRESENTS that:

All States Asphalt, Inc. and Subsidiaries, 325 Amherst Road, P.O. Box 91, Sunderland, MA 01375  
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116  
(Bonding Company)

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

Town of Medway as obligee, in the sum of

Twenty Five Thousand and 00/100 dollars  
(Contract amount)

(\$ 25,000.00), 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 May 19, 2014, entered into a contract with the Town of Medway for the Rubber chip sealer 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 effect.

Signed and Sealed this 19th day of May, 2014.  
All States Asphalt, Inc. and Subsidiaries

(Principal) Heath L. Whittier

(Seal)

(Witness) Heath L. Whittier, Witness

(Title) Alan L. Chicoine, Division Manager

(Witness) Sue E. LaBombard, Witness

Liberty Mutual Insurance Company  
BONDING COMPANY

By: Natalie M. Jimenez  
Natalie M. Jimenez, Attorney-in-Fact

**INDIVIDUAL ACKNOWLEDGMENT**

State of   N/A    
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and \_\_\_\_\_ he \_\_\_\_\_ duly acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

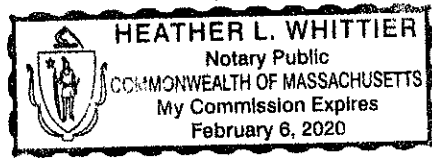
\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

State of   Massachusetts    
County of   Franklin  

On this   19th   day of   May  ,   2014  , before me personally appeared   Alan L. Chicoine   to me known, who being by me duly sworn, did depose and say: that he/she resides at   Phillipston, MA  ; that he/she is   Division Manager   of the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

  Heather L. Whittier    
Notary Public



**SURETY ACKNOWLEDGMENT**

State of   New York    
County of   Onondaga  

On this   19th   day of   May  ,   2014  , before me personally appeared   Natalie M. Jimenez   to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of   Syracuse, NY  ; that he/she is the   Attorney-In-Fact   of the above signed surety, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

  Alicia M. Evans  

Notary Public  
**ALICIA M. EVANS**  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 01EV6264843  
My Commission Expires July 2, 2016

**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. 6458980

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, Alicia M. Evans; Courtney P. Pardy; Edward J. Reagan; Francis A. Lowther; Natalie M. Jimenez; Robert B. Parrish

all of the city of Marcellus, state of NY 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 24th day of February, 2014



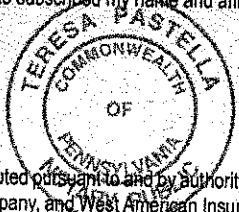
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

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

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 24th day of February, 2014, 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 Insurance 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.

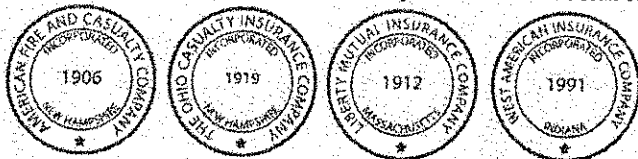
**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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 19th day of May, 2014



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

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.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2013

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$1,118,180,550	Unearned Premiums..... \$5,940,431,054
*Bonds — U.S Government..... 1,888,225,943	Reserve for Claims and Claims Expense..... 17,305,063,560
*Other Bonds..... 12,039,490,815	Funds Held Under Reinsurance Treaties..... 212,659,311
*Stocks..... 9,030,962,112	Reserve for Dividends to Policyholders..... 1,226,236
Real Estate..... 251,301,907	Additional Statutory Reserve..... 63,348,980
Agents' Balances or Uncollected Premiums..... 4,781,042,931	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 149,855,386	Other Liabilities..... <u>5,826,683,629</u>
Other Admitted Assets..... <u>15,216,749,451</u>	<b>Total..... \$29,349,412,770</b>
<b>Total Admitted Assets..... <u>\$44,475,809,095</u></b>	Special Surplus Funds..... \$55,686,852
	Capital Stock..... 11,250,000
	Paid in Surplus..... 7,898,288,167
	Unassigned Surplus..... 7,161,171,306
	<b>Surplus to Policyholders..... 15,126,396,325</b>
	<b>Total Liabilities and Surplus..... <u>\$44,475,809,095</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2013, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2014.

*TAMikolajewski*

Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2014

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).

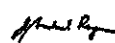
<b>PRODUCER</b> Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 315-673-2094 E-MAIL ADDRESS: ADDRESS:		FAX (A/C, No): 315-673-1121	
<b>INSURED</b> All States Asphalt, Inc. & Subsidiaries 325 Amherst Rd., P.O. Box 91 Sunderland MA 01375		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>ALLSTA</b>		INSURER A: Old Republic Insurance Company		24147	
		INSURER B: Hanover Insurance Companies		22292	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

**COVERAGES**                      **CERTIFICATE NUMBER: 134462336**                      **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 INSR	SUBR WVP	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	MWZY300418	2/1/2014	2/1/2015	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
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MWTB300419	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Phys Dmg	\$145,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<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/A	MWC30041700	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input 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
B	Leased/Rented Equip. & Installation Coverage			RHS875076309	2/1/2014	2/1/2015	\$850,000 \$1,000,000	Ded. \$2,500 Ded. \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured and Waiver of Subrogation are applicable only if required by contract  
 General Liability policy is on a primary & non-contributory basis & includes completed operations/Auto policy is on a primary basis/Auto Hired Physical Damage Deds \$250 Comp/\$500 Coll  
 \*MCS90 endorsement applies/\*\*Workers Compensation: NY,CT,NH,VT,RI,ME,NJ,DE,MA  
 Certificate holder is named as an additional insured on the General Liability and Auto Liability policies.  
 Project: Pavement Surface Treatment

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Town of Medway Department of Public Services 155 Village Street Medway MA 02053		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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THIS FORM APPLIES IN: MA

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

**Name of Person(s), or Organization(s):**

As required by contract or agreement

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

Each person or organization shown in the Schedule is an **"insured"** for Liability Coverage or Liability Insurance, but only to the extent that the person or organization qualifies as an **"insured"** under WHO IS INSURED or Who Is An Insured provision contained in the Coverage Form/Policy.

PCA 010 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:** All persons or organizations as required by contract or agreement

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

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Primary Insurance**

Where required by written contract, it is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured(s), shall be primary insurance but only as respects any claims, loss or liability arising out of the operations of the Named Insured(s) and any insurance maintained by the Additional Insured(s) shall be excess and non-contributing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Schedule On File With Company	All Products Of The Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

    - (1)** The exceptions contained in Sub-paragraphs **d.** or **f.**; or
    - (2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b> All Persons Or Organizations As Required By Contract or Agreement
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

**BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT**

DATE OF ISSUE:

1983 National Council on Compensation Insurance.

# **AGENDA**

## **ITEM #4**

### **Approval of Warrants**

*Warrants to be provided at meeting.*



# **AGENDA**

## **ITEM #5**

### **Approval of Minutes**

*Associated back up materials attached.*

- Minutes of Board of Selectmen's Meeting January 15, 2014
- Minutes of Board of Selectmen's Meeting February 3, 2014
- Minutes of Board of Selectmen's Meeting February 24, 2014

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**Board of Selectmen's Meeting  
January 15, 2014, 7:00PM  
Town Administrator's Conference Room  
Town Hall, 155 Village Street**

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

\*\*\*\*\*

There being a quorum present, Chairman Trindade called the meeting to order at 7:00 PM.

The Chair led the Board in the pledge of allegiance.

**Public Comments:** None.

**Discussion/Approval – Agreement with School Dept. for Access to Fields on School Property by Non-School Dept., Town-Based Sports Organizations**

*The Board reviewed the draft agreement.*

Mr. Trindade asked if the Board had seen the email from the Parks Commission Chair. Ms. Kennedy indicated she would forward that to the Board.

Mr. Trindade stated the agreement would secure access to the field by the Town and to rent it out.

Ms. White asked that the document be signed by Town and School representatives.

Mr. Crowley asked about field maintenance. Mr. Trindade replied the School Dept. wants to turn over this task to the Parks Commission. Tom Holder, DPS Dir., said there is a service level agreement circulating now.

Mr. Crowley said the Middle School may want to include a turf replacement for its field. Mr. Trindade said this has been discussed at a Leadership meeting.

Mr. Trindade gave a summary of the discussions with the School Dept. and Town sports organizations to get this agreement.

**Selectman Foresto moved, seconded by Selectman D'Innocenzo that the Board accept the agreement as written and authorize the Chairman to execute it on behalf of the Selectmen. VOTE: 5-0-0.**

Mr. Crowley asked a few of clarifying questions about who has priority for the lower field.

**Review/Approval – Middle School Project Final Audit Report**

*The Board reviewed the Final Audit documents.*

1 Ms. Kennedy stated the Treasurer and the Accountant have reviewed the documents and signed off on  
2 them. Ms. Pratt also completed the use of funds form for the Building Committee. She recommended  
3 the Board authorize the Chairman to sign the document.

4  
5 Mr. Foresto asked if the School Building Committee has reviewed the documents. Mr. Crowley  
6 answered that the committee met last night and approved the audit documents.

7  
8 **Selectman Foresto moved that the Board authorize the appropriate Town personnel, including the  
9 Treasurer, Accountant and Chair of the Board of Selectmen, to indicate the Town's acceptance of the  
10 audit report by signing the necessary forms. Selectman White seconded. VOTE: 5-0-0.**

11  
12 **Gale Assoc. Contract for Field Design and Engineering Services**

13 Mr. Trindade asked the Board to take action on the Gale contract for the design and engineering of the  
14 athletic fields at the High School.

15  
16 Ms. Kennedy stated that Town Counsel has approved the contract. She recommended approval  
17 contingent upon receiving all of the applicable attachment and signatures.

18  
19 **Mr. Foresto moved that the Board authorize the chairman to execute the contract between Gale  
20 Assoc. and the Town of Medway upon receipt of the attachments and signatures. Ms. White  
21 seconded. VOTE: 5-0-0.**

22  
23 **Middle School Project Discussion** (cont)

24 Mr. Trindade asked about disagreement about a cash number the Town Accountant has with respect to  
25 the Middle School project. Mr. Crowley said there is a small difference in her number compared to the  
26 number the OPM has, but it is not an issue.

27  
28 Mr. Crowley provided the Board with an update of the intended use of the remaining funds,  
29 approximately \$650,000. They would like to pay outstanding invoices, chemically treat cracks in brick  
30 walls, and do landscaping. There would then be \$568,000 remaining. Of that, they would like to use  
31 \$60,000 to engage the Town's engineering firm to develop the specifications and documents to pave the  
32 three lots and add lighting. He said drainage and traffic flow will be addressed, as well. They would like  
33 a hard number for Town Meeting. He noted the School Dept. wants to use any remaining funds  
34 following the parking lot project for furniture at the school, which would be an article on the warrant.

35  
36 Mr. Foresto asked that the CIPC be informed of the intended use of the funds.

37  
38 **Chapter 90 Letter**

39 Ms. Kennedy said she would forward the Board the draft Chapter 90 letter to the Governor for review  
40 and comments. She passed out copies of the same. Mr. Trindade asked that this letter be copied to the  
41 candidates for Governor, as well. He said he would like as many signatures as possible on the letter (e.g.  
42 Finance Committee, School Committee). Ms. Kennedy said she would have a signature page for the  
43 Board on Tuesday.

44  
45 The Board commented that the Christmas trees are finally picked up.

46  
47 Mr. Crowley asked for information about the implementation of the new single stream recycling  
48 program, including the distribution and timeline.

DRAFT

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7

Mr. Crowley said there are a lot of calls about renting the Thayer property. He would like to convene the governance committee to move this forward. Mr. Trindade said Mr. Crowley could take the lead. The candidates he had for the committee are too busy with basketball. He said The Glen manager would provide them with information regardless.

**At 7:25 PM, Mr. Foresto motioned to adjourn. Ms. White seconded. Vote: 5-0-0.**

## Karen Kisty

---

**From:** Judi LaPan  
**Sent:** Wednesday, May 07, 2014 9:09 AM  
**To:** Karen Kisty  
**Subject:** RE: Interest in reappointment to Affordable Housing Trust

Thank you Karen.  
Judi

**From:** Karen Kisty  
**Sent:** Monday, April 28, 2014 11:00 AM  
**To:** Judi LaPan  
**Subject:** Interest in reappointment to Affordable Housing Trust

Judi,

In an effort to save on postage, I've attached a letter concerning the end of your present term as a member of the Affordable Housing Trust and potential interest in being reappointed. We hope you are interested in continuing to serve on this committee – if so, please follow the instructions outlined in the letter.

Many thanks in advance for your favorable consideration.

Best regards,  
Karen Kisty

Karen Kisty  
Operations Manager

Town of Medway  
155 Village Street  
Medway, MA 02053  
508.533.3264  
508.321.4988 (fax)

1 **Discussion on Energy Committee Composition Requested by Energy Committee:**  
2 The Energy Committee asked the Board of Selectmen to clarify whether the three liaison  
3 positions are voting members of the committee. The Energy Committee has six members  
4 and three liaison positions, which represent the School Committee, the Board of  
5 Selectmen, and the Planning and Economic Development Board. If the total number of  
6 members is nine, the Committee is having a hard time reaching quorum. The Board  
7 agreed that there are six voting members and the liaisons will only vote in the event of a  
8 tie.

9  
10 **Selectman Foresto moved that the Board of Selectmen change the voting**  
11 **composition of the Energy Committee to six appointed members. The three liaisons**  
12 **positions - School Committee, Board of Selectmen, and Planning and Economic**  
13 **Development Committee will only vote in the event of a tie; Selectman White**  
14 **second; No discussion; All ayes 3-0-0.**  
15

1 **Board of Selectmen's Meeting**  
2 **February 3, 2014, 6:30 PM**  
3 **Sanford Hall**  
4 **155 Village Street**  
5  
6  
7

8 **Present: Glenn Trindade, Chair; Dennis Crowley, Vice-Chair; Richard D'Innocenzo, Clerk (6:44 PM);**  
9 **Selectman John Foresto, and Selectman Maryjane White.**

10  
11 Also Present: Suzanne Kennedy, Town Administrator; Barbara Saint Andre, Town Counsel; Robert  
12 Hubbard, Economic Development Specialist; Melanie Phillips, Finance Director; Tom Holder, Director,  
13 Department of Public Services; Susy Affleck-Childs, Director, Planning and Economic Development; David  
14 D'Amico, Deputy Director, Department of Public Services; Joanne Russo, Assistant Town Collector;  
15 Capital Improvement Planning Committee -- Peter Sigrist, Chair; James Gillingham.  
16

17 \*\*\*\*\*  
18

19 Chairman Trindade called the meeting to order at 6:30 PM and led the Pledge of Allegiance.  
20

21 **Executive session:**

22 **At 6:31 PM Chairman Trindade moved that the Board enter into executive session under Exemption 6:**  
23 **to consider the purchase, exchange, lease or value of real property if the chair declares that an open**  
24 **meeting may have a detrimental effect on the negotiating position of the public body [Oak Grove]**  
25 **with the intent to return to open session; Selectman Foresto seconded. The Chair did so declare. No**  
26 **discussion. Roll Call Vote: 4-0-0 – Crowley, aye; Foresto, aye; Trindade, aye; White, aye.**  
27

28 \*\*\*\*\*  
29

30 Chairman Trindade reconvened public session at 7:01 PM.  
31

32 **Public Comments:** None.  
33

34 **Presentation of Capital Improvement Plan:**

35 *The Board reviewed a summary of FY15 Requests and Recommended Projects.*  
36

37 Present: Capital Improvement Planning Committee -- Peter Sigrist, Chair; James Gillingham.  
38

39 Mr. Peter Sigrist briefly explained that the first page of the handout is a listing of the total number of  
40 projects that have been suggested, and the second page is the list that the committee has prioritized.  
41 There are several large questions involved, such as amount of money available. The list is a starting  
42 point. Due to recent storms, the committee has been unable to meet.  
43

44 Chairman Trindade explained the process for viewers, noting that this committee reviews large capital  
45 improvement expenditures and determines which ones are the most important at the moment. The  
46 amount of free cash available is instrumental in providing some items that are not otherwise available  
47 through the regular budget.  
48

1 Brief discussion followed on the proposed projects of the Department of Public Services. Responding to  
2 a question from the Board, Mr. Sigrist theorized that approximately \$25 million could be bonded but it  
3 would cover only six projects.  
4

5 Responding to a question from the Board on the technology equipment list, Mr. Sigrist stated there has  
6 been no indication that this figure is in addition to the \$170,000 the schools have allocated for  
7 technology as it was not mentioned in discussions. Ms. Kennedy stated there is also a "wish list" for  
8 items through the schools that may not be included in any of the existing totals and suggested Mr.  
9 Sigrist explore the matter further. Mr. Gillingham theorized it is to replace a number of desktop  
10 computers that are over five years old, and that the \$110,000 is to replace 220 desktop computers. The  
11 question remained on whether this amount has been included in the school budget.  
12

13 Regarding the bridge, Mr. Holder, Department of Public Services, stated the department may have to set  
14 up a bridge program so that there is a scheduled repair effort going forward.  
15

16 Selectman Crowley asked if the Parks Department had indicated they would like to move the tennis  
17 courts from where they are to open up the front area more. Mr. Sigrist cautioned that such a project  
18 would be very expensive. Discussion followed on remote access to the bathrooms with regard to  
19 security so they could be open during daytime hours. Upgrades to the facilities were also suggested.  
20 Mr. Sigrist stated a similar request has been made that is farther down on the list (close to the bottom).  
21

22 Brief discussion followed on parking lots at the middle school, new athletic fields, the proposed DPS  
23 facility and vehicle needs. Mr. Sigrist reminded the Board that, due to the new energy efficient rules  
24 regarding vehicles, police cruisers cannot be passed down to other departments. He added that he  
25 would like to set up a rotating system of vehicle replacement. Ms. Kennedy theorized that such a  
26 schedule could also be developed for DPS vehicles.  
27

28 Selectman Crowley suggested the Board's liaison to the CIPC meet with them and then come back to the  
29 Board with a report. Mr. Sigrist responded that there will be a CIPC meeting sometime in the next  
30 couple of weeks, and he would copy the Board on the invitation/notice. Chairman Trindade stated he  
31 would reach out to the Parks Department regarding the tennis courts.  
32

33 **Authorization – Submittal of Application to Mass Department of Energy Resources – Energy Manager**  
34 **Grant Program:**

35 *The Board reviewed the following information: (1) Memo from Susy Affleck-Childs; and (2) Grant*  
36 *application attachments including work plan for Energy Manager, budget and application certification*  
37 *form.*  
38

39 Present: Susy Affleck-Childs, Planning and Economic Development; David D'Amico, Department of  
40 Public Services and Larry Ellsworth, Energy Committee.  
41

42 Ms. Kennedy stated that MAPC prepared a very comprehensive energy plan for the Town, noting that Mr.  
43 D'Amico has been serving as point person regarding the Green Community program to monitor energy  
44 utilization, which is often a tedious effort. She would like to establish a collaborative program with the  
45 School Department, which is a requirement of this particular grant. Additionally, the implementation of  
46 the energy plan is a good indication of the Board's intent to move forward with additional energy savings.  
47



1 Ms. Affleck-Childs explained that the new Energy Manager Grant program is designed to provide seed  
2 funding for municipalities to establish Energy Manager positions and would require a minimum 10%  
3 local match. She stated the program would begin in July 2014 and reviewed other aspects of the  
4 program. Applications are due to DOER by February 14, 2014. She indicated that making the position  
5 full-time would attract a wider selection of applicants. Brief discussion followed on the budget where it  
6 was clarified that Millis and Medway would share this individual on an equal basis. It is difficult for  
7 present staff in both communities to find time to monitor energy activities.

8  
9 Mr. Larry Ellsworth pointed out that an Energy Manager would devote time specifically to these  
10 activities; it is important that someone "own" this activity, as a manager would. Selectman Foresto  
11 concurred, noting that the net metering initiative would have taken only a year if this person had been  
12 available, instead of the three years it actually took, reducing the savings by two years. He added that  
13 education and public benefit will be part of the program.

14  
15 **Selectman Foresto moved that the Board authorize the submission of the energy manager grant**  
16 **application as proposed; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

17  
18 **Vote – Maximum Useful Life of Fire Department Tank Truck (Borrowing authorized at 2013 Annual**  
19 **Town Meeting:**

20 *The Board reviewed language for the required vote relative to borrowing authorized at 2013 Annual*  
21 *Town Meeting action, Article 9.*

22  
23 Present: Melanie Phillips, Treasurer/Collector; Joanne Russo, Assistant Town Collector.

24  
25 At this time, Chairman Trindade left the room; Vice-Chair Crowley took the gavel for this item.

26  
27 Ms. Phillips briefly explained the need for this agenda item. For a useful life of longer than five years, a  
28 vote of the Board of Selectmen is required so that borrowing can be for a longer period of time. She  
29 noted she would like to be able to increase the life to ten years.

30  
31 **Selectman Foresto moved that the Board vote the maximum useful life of the Fire Tank Truck, which is**  
32 **to be financed with the proceeds of the \$270,000 borrowing authorized by the vote of the Town**  
33 **passed May 13, 2013 (Article 9), is hereby determined to be ten (10) years; Selectman White**  
34 **seconded. No discussion. VOTE: 4-0-0. (It is noted that Chairman Trindade was out of the room**  
35 **during this discussion and vote.)**

36  
37 **Approval – Submittal to Department of Revenue for Approval to Borrow -- \$2,843,000 – SRF Loan for**  
38 **Water Main Project:**

39 *The Board reviewed the following information: (1) SRF loan information; and (2) Letter to the*  
40 *Department of Revenue.*

41  
42 Present: Tom Holder, Director, Department of Public Services.

43  
44 Vice-Chair Crowley returned the gavel to Chairman Trindade.

45  
46 Selectman Crowley wanted to know what would happen if the loan is approved and then the money is  
47 not used/spent. He expressed concern that, if the approval is voted tonight, the Town is responsible for  
48 the money either way. Discussion followed. The area in question is along Village Street from Franklin

1 Street to Main Street, as well as Adams Street to connect to the high school. Chairman Trindade asked if  
2 this amount of money included costs associated with resurfacing the road. Mr. Holder responded that  
3 there is an appropriation for the design which has already been completed. He added that he is ready  
4 to advertise the project and start construction in May.

5  
6 Discussion followed on potential increases in water rates and other concerns. Chairman Trindade  
7 suggested there should be a presentation at the next meeting that would answers all the Board's  
8 questions. Water rate information should be available then. It was suggested to go forward with the  
9 vote this evening with the understanding that the process can be halted if the Board chooses to do so.

10  
11 **Selectman Foresto moved that the Board of Selectmen authorize the Treasurer to petition the**  
12 **Massachusetts Department of Revenue for permission to borrow \$2,842,000 SRF (State Revolving**  
13 **Fund) Loan for water main replacement and to authorize the Treasurer to accept the loan**  
14 **commitment from MWPAT on behalf of the Town of Medway; Selectman D'Innocenzo seconded. No**  
15 **discussion. VOTE: 5-0-0.**

16  
17 **Discussion – DPS Facility Funding:**

18 Chairman Trindade briefly explained that it is a major infrastructure issue. The current DPS facility,  
19 which consists of office space, repair bays, and storage space for equipment, needs to be replaced. He  
20 and Selectman Crowley went to look at Medfield's, and the best practice is to have all heavy equipment  
21 stored indoors to lengthen their useful life. It is believed that a debt exclusion article would not be well  
22 received by Medway residents.

23  
24 Selectman Crowley explained that this particular funding scenario would involve setting up a reserve  
25 now, putting money into it to build up a substantial amount of money for the construction. There could  
26 be a number of other proposals for this, with tweaks as necessary to work toward the goal. Utilizing a  
27 PowerPoint presentation, pertinent factors were reviewed such as Why Do We Need It, potential  
28 scenario to subsidize the new DPS Facility Debt Service, Debt Service Recap, Projected Annual Debt  
29 Service with & without Subsidy and an estimated project timeline.

30  
31 Concern was expressed for putting into place a program that future town leaders would need to continue.  
32 Mr. David D'Amico emphasized the importance of getting the committee working on identifying needs in  
33 order to develop a rudimentary design. Chairman Trindade asked Ms. Kennedy to block at least half an  
34 hour on the next agenda for the water rate discussion and this discussion.

35  
36 Mr. Jeff O'Neill, Finance Committee, expressed concern that the Board may be creating a budgetary line  
37 item instead of relying on free cash. Selectman Crowley clarified that the deposits would be determined  
38 on a year-by-year basis. Brief discussion followed.

39  
40  
41 **Authorization of Chairman to Execute Contract for Appraisal Services – Guidry & Platt Real Estate**  
42 **Analysts -- \$46,937:**

43 *The Board reviewed the following information: (1) Memo from David D'Amico, Department of Public*  
44 *Services; (2) Contract; and (3) Indication of approvals from Town Counsel and Town Accountant.*

45  
46 Ms. Kennedy deferred this discussion to Mr. Holder and Mr. D'Amico who were available to answer the  
47 Board's questions. Chairman Trindade explained for viewers that the Route 109 design project will  
48 require easements for various parcels along the route. Mr. Holder stated they received proposals from

1 two firms, and both firms have been interviewed. This particular firm is prepared to start soon, and the  
2 work will be done in the next couple of months. Selectman Crowley clarified that the funds will come  
3 out of Chapter 90 money and not the general fund.  
4

5 **Selectman Foresto moved that the Board of Selectmen authorize the Chairman to execute a contract**  
6 **with Guidry & Platt Real Estate Analysts for appraisal services related to the Route 109 project in an**  
7 **amount not to exceed \$46,937, pending the sign-off of Town Counsel and the Town Accountant;**  
8 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**  
9

10 **Approval – School Department’s Submission of Statement of Interest to Mass. School Building**  
11 **Authority for McGovern School Renovations:**

12 *The Board reviewed the following information: (1) Request from School Department; (2) Vote of School*  
13 *Committee; (3) SOI Information; and (4) Backup materials for 2013 submission (approved by the Board of*  
14 *Selectman on April 2, 2013).*  
15

16 Ms. Kennedy reported that this information was received on Thursday and Friday so not all was included  
17 in the meeting package. She stated that this keeps the project on the list, but does not represent a  
18 commitment. She suggested that the Board approve the submission based on the assumption that it is  
19 just for the windows. Brief discussion followed.  
20

21 **Selectman Foresto moved that the Board of Selectmen support the School Department’s Statement of**  
22 **Interest for the McGovern Elementary School renovation project to be submitted to the Massachusetts**  
23 **School Building Authority, acknowledging that this application does not guarantee acceptance or**  
24 **approval of the application, the award of a grant or other funding from the MSBA, nor commits the**  
25 **Town to file an application for funding with the MSBA; Selectman White seconded. After brief**  
26 **discussion, Selectman Foresto amended the motion to state the Board’s desire to limit the renovations**  
27 **to replacement windows as specified in a communication from Superintendent Evans on February 3,**  
28 **2014, with the caveat that if additional items are necessary, the Board will convene a special meeting to**  
29 **review the additional items prior to the February 12 deadline; Selectman White seconded the**  
30 **amendment. No further discussion. VOTE: 5-0-0.**  
31

32 **Approval – Town Administrator Profile Prepared by Collins Center:**

33 *The Board reviewed a draft Town Administrator profile prepared by the Collins Center.*  
34

35 **Selectman Foresto moved that the Board of Selectmen accept the Town Administrator profile**  
36 **prepared by the Collins Center for the Town Administrator recruitment; Selectman White seconded.**  
37 **No discussion. VOTE: 5-0-0.**  
38

39 **Approval – Project Alex 6<sup>th</sup> Annual 5K Walk/Run – September 13, 2014:**

40 *The Board reviewed the following information: (1) Request from Ann Handy of Project Alex; (2) Memo,*  
41 *dated January 29, 2014, from Police Chief Tingley, and (3) Supporting information on the 5K event.*  
42

43 **Selectman Foresto moved that the Board of Selectmen approve the Alexander Handy Memorial**  
44 **Foundation 6<sup>th</sup> Annual 5K Walk/Run to be held on Saturday, September 13, 2014, conditioned upon**  
45 **the hiring of two detail officers for the event to be paid for by the foundation; Selectman Crowley**  
46 **seconded. No discussion. VOTE: 5-0-0.**  
47

48 **Action Items from Previous Meetings:**

1 Brentwood – Ms. Kennedy reported she is preparing communications relative to this project, noting that  
2 the communications are being reviewed by Town Counsel and should be ready for signature soon.  
3

4 **Approval of Minutes:**

5 *The Board reviewed draft minutes from January 21, 2014.*  
6

7 **Selectman Foresto moved that the Board approve the minutes of January 21, 2014, as drafted;**  
8 **Selectman White seconded. No discussion. VOTE: 3-0-2 – Crowley and D’Innocenzo abstained.**  
9

10 **Approval of Warrants:**

11 *The Board reviewed Warrant 14-32, dated 2/6/14.*  
12

13 Selectman D’Innocenzo, Clerk, read aloud Warrant 14-32, dated 2/6/14, presented for approval:  
14

15	Town Bills	\$1,482,108.28
16	TOTAL:	\$1,482,108.28

17  
18 **Selectman Foresto moved that the Board approve the Warrant as read; Selectman White seconded.**  
19 **No discussion. VOTE: 5-0-0.**  
20

21 **Town Administrator’s Report:**

22 Ms. Kennedy reported that today’s mail brought a check from Holliston for nearly \$17,000, which is  
23 Medway’s remaining balance from the MetroWest Anti-Casino Coalition.  
24

25 Today was the last day of employment for the Conservation Agent. Ms. Kennedy reported that  
26 someone would be starting tomorrow for ten hours per week on an interim basis.  
27

28 Ms. Kennedy announced that the Town received a \$50,000 grant from the Department of Environmental  
29 Protection to perform water audits, expressing concern that if the audits are not performed, the Town’s  
30 water management permit may be in jeopardy.  
31

32 **Selectmen’s Reports:**

33 Selectman White wondered when the search committee for the Town Administrator Search would be  
34 put together. Brief discussion followed.  
35

36 Regarding the Redevelopment Authority, Selectman Crowley indicated he would like to get this group  
37 appointed within the next month. Chairman Trindade asked Board members to submit names for both  
38 the Redevelopment Authority (four appointed and one name submitted to Governor Patrick), as well as  
39 the Town Administrator Search Committee (five members and two Selectmen).  
40

41 Chairman Trindade stated he would like to invite the Board of Health to a meeting as it has expressed  
42 some concerns publicly.  
43  
44

45 **At 9:22 PM Selectman Foresto moved to adjourn; Selectman White seconded. No discussion.**  
46 **VOTE: 5-0-0.**  
47  
48

DRAFT

1 Respectfully submitted,  
2 Jeanette Galliardt  
3 Night Board Secretary  
4

# DRAFT

## MEDWAY BOARD OF SELECTMEN

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

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

### Board of Selectmen's Meeting Minutes

February 24, 2014 at 7:00 p.m.

Sanford Hall, 155 Village Street

**Present: Chairman Glenn Trindade; Selectmen John Foresto, Dennis Crowley, Rick D'Innocenzo, and Mary Jane White; and Town Administrator Suzanne Kennedy.**

At 7:00 p.m., Chairman Trindade called the meeting to order and led in the Pledge of Allegiance.

**Public Comments:** None

**Board of Health Discussion:** The Board of Selectmen invited Board of Health Chairman Michael Heavey and members Jack Mill and Jordan Warnick to the meeting to discuss their concerns that were detailed in a recent newspaper article. Chairman Heavey said the Board of Health's concerns include their office space, the elimination of a full-time administrative assistant and the reduction in the Health Agent's hours. He said a Night Board Secretary cannot provide adequate administrative support. Chairman Heavey said the Board of Health has raised these concerns several times over the past two years. Chairman Heavey said he was not prepared to offer specific examples on how the department and its work are being negatively impacted. He said the Board of Health forwarded a specific list of their concerns to Judi Barrett, the consultant the Town hired to look at the efficiency and effectiveness of all municipal departments. Administrator Kennedy said Health Agent Stephanie Bacon has not approached her to date to discuss these matters. Selectman White said that she can attest to the demands on Ms. Bacon's time because she also works at the Town Hall. She said residents often call the Town Clerk's office when they are unable to reach Ms. Bacon.

The Board of Selectmen acknowledged the need for more regular communication between the Board of Selectmen and the Board of Health and encouraged the Board of Health to come to them directly with any issues going forward. They also encouraged Ms. Bacon to reach out to Administrator Kennedy with concerns as they arise. Selectman Crowley asked IT Director Rich Boucher to ensure that Ms. Bacon is receiving emails to notify her of voicemails. Chairman Trindade asked the Board of Health to consider meeting in the School Committee Room at the Middle School so their meetings can be taped and viewed by residents on the local cable channels. Selectman Crowley added that the Board of Selectmen has never received any complaints from the residents about the Board of Health. The Board said they will have more information when they receive Ms. Barrett's report. They reiterated the necessity of concrete examples when requesting additional funds and resources.

# DRAFT

1  
2  
3 **Water/Sewer Rates Discussion:** DPS Director Tom Holder and Water & Sewer  
4 Commissioners Chan Rogers and Bob Wilson attended the meeting to discuss the Town's  
5 water and sewer rates. The Water & Sewer Commission provided the Board with a rate  
6 analysis through FY16. The Board of Selectmen wanted to confirm that the proposed  
7 water and sewer projects, including the extensive water main replacement project, have  
8 been incorporated into the rate analysis. Director Holder reported that over the past  
9 several years the Highland Street water tank, water meters, and the Main Street water  
10 main have been funded and replaced but there are constant updates and changes that  
11 need to be made. The Board asked DPS Director Holder and the Commissioners to  
12 prepare a five year projection, including the impact the new DPS facility will have on  
13 rates. The Board plans to hold a joint meeting with the Commission to discuss this  
14 matter more in depth.

15  
16 **Approval of License to Store Flammable and Combustible Liquids, Flammable**  
17 **Gasses, and Solids at 38 Summer Street:** Attorney Peter Paulousky attended the  
18 meeting on behalf of Cumberland Farms, Inc. to request the Board's approval for a  
19 license to store flammables and combustibles, flammable gasses, and solids at 38  
20 Summer Street. Fire Chief Jeff Lynch reported that he has reviewed and approved the  
21 plans. He also said that the Department of Public Services, Police, and Fire met with  
22 Cumberland Farms, Inc. to address some outstanding issues. The Board asked for  
23 clarification on who is considered an abutter. Attorney Paulousky reviewed the actions  
24 Cumberland Farms, Inc. has agreed to take in relation to abutters. Attorney Paulousky  
25 said he would forward the information regarding the pre-blast survey to the Town  
26 Administrator's office so that it would be posted on the Town website. The Board  
27 wanted to ensure that the families that live closest to the property will receive adequate  
28 notice about the blasting.

29  
30 **Selectman Foresto moved that the Board of Selectmen approve a license to store**  
31 **flammables and combustibles, flammable gasses, and solids to Cumberland Farms,**  
32 **Inc. for the property located at 38 Summer Street; Selectman D'Innocenzo second;**  
33 **No discussion; All ayes 5-0-0.**

34  
35 **Approval of ALS TDI Tri-State Trek on June 27, 2014:** The ALS Therapy  
36 Development Institute is requesting permission for cyclists to travel through Medway on  
37 June 27, 2014 for their annual event. Chief Tingley has reviewed and approved the route.

38  
39 **Selectman Foresto moved that the Board of Selectmen approve the request by the**  
40 **ALS TDI Tri-State Trek to allow cyclists to travel through Medway on June 27,**  
41 **2014 with the proviso that the organization hire one detail officer as outlined in**  
42 **Chief Tingley's correspondence; Selectman White second; No discussion;**  
43 **All ayes 5-0-0.**

# DRAFT

1  
2 **Approval of Medway Youth Baseball Parade on April 27, 2014:** This is a request to  
3 hold the annual baseball parade on April 27, 2014. Chief Tingley has reviewed and  
4 approved the route.  
5

6 **Selectman Foresto moved that the Board of Selectmen approve the request by**  
7 **Medway Youth Baseball to hold its annual parade on April 27, 2014 with the**  
8 **proviso that the organization hire two detail officers as outlined in Chief Tingley's**  
9 **correspondence; Selectman D'Innocenzo second; No discussion; All ayes 5-0-0.**

10  
11 **Approval of CORI Policy:** HR Director Sue Ellis attended the meeting to discuss the  
12 Town's updated CORI policy. The Town requires a Criminal Offender Record  
13 Information (CORI) check on all employees who have contact with minors and the  
14 elderly. She said this mostly pertains to DPS employees who work in the parks and  
15 summer camp interns; however, a determination is made on a case by case basis  
16 depending on the position. Ms. Ellis said that CORI checks are required for all school  
17 personnel. In addition, an applicant will not be disqualified from a position if the  
18 background check reveals a criminal offense. The department will review each case  
19 individually and take into consideration many factors, including the nature of the offense  
20 and the age of the offender at the time of the offense. Ms. Ellis emphasized that this  
21 policy needs to be fairly and equitably enforced.  
22

23 **Selectman Foresto moved that the Board of Selectmen adopt the CORI Policy as**  
24 **presented and authorize the Chair to execute the same on its behalf; Selectman**  
25 **White second; No discussion; All ayes 5-0-0.**

26  
27 **Approval of SWMI Grant:** DPS Director Holder reported that Medway received a  
28 Sustainable Water Management Initiative (SWMI) grant from the Department of  
29 Environmental Protection (DEP) in the amount of \$35,420 to evaluate and investigate  
30 Medway's water accountability. This is the second year Medway has received this grant.  
31 Director Holder reported that Medway is producing more water than it is selling. He  
32 reported that there will always be a certain percentage of water that is unaccounted for  
33 but typically 10% is the ceiling. Medway is currently at 30%. He said over the last 6-8  
34 months there has been an increase in electricity use at the well sites. He said he is  
35 confident they will find the source and hopes to have an answer in the next couple of  
36 months. The grant needs to be spent by June 30, 2014. The Board plans to follow-up  
37 with Director Holder on this matter in June. The Board asked Director Holder if he  
38 thought he needed additional funds to address this issue. Director Holder said he is  
39 comfortable with the approach they are taking and does not anticipate needing additional  
40 funds.  
41

42 **Selectman Foresto moved that the Board of Selectmen approve the MA DEP**  
43 **Sustainable Water Management Initiative Grant in the amount of \$35,420 for the**  
44 **purpose of evaluating and investigating water accountability; Selectman White**  
45 **second; No discussion; All ayes 5-0-0.**  
46



## DRAFT

### **Approval for Spending in Excess of Budget Allocation Relative to Snow and Ice**

**Removal:** DPS Director Tom Holder reported that the Town has exceeded its snow and ice removal budget by \$147,000 this year and there are still about five weeks left in the season. Administrator Kennedy said the budget is based on a 5 year average and they are not inclined to increase the budget just because we have experienced a particularly bad winter.

DPS Director Holder said there is salt available at no charge to residents at the Recycling Center during normal business hours. Residents need to bring their own container and a shovel.

**Selectman Foresto moved that the Board of Selectmen authorize incurring liability and making expenditures in excess of the available fiscal year 2014 appropriation for snow and ice removal as provided for in MGL Chapter 44, Section 31D; Selectman D’Innocenzo second; No discussion; All ayes 5-0-0.**

### **Authorization of Chairman to Execute Contract for Managed Print Services with Printer Pro Solutions, Inc.:**

IT Director Rich Boucher explained that the department conducted an audit about a year ago relative to the Town’s printing capabilities and related costs. He said the schools have aging printers that are costly to fix. The managed printer services contract will result in approximately \$1,000 annual savings but the biggest advantage will be the support and repair services that are included. He said the company has a 4-8 hour turnaround time so repairs could be performed on the same day. The Town currently uses a similar model with its copier machines.

**Selectman Foresto moved that Board of Selectmen authorize the Chair to execute the contract between the Town and Print Pro Solutions, Inc. as presented; Selectman D’Innocenzo second; No discussion; All ayes 5-0-0.**

**Consideration of Reappointments to the Redevelopment Authority:** This item was deferred to the next meeting.

**Review and Approval of the Special and Annual Town Meeting Warrants:** Karen Kisty will work with the Board to schedule a meeting over the next week to discuss and review the warrants.

Administrator Kennedy reported that the Board of Health would like a non-binding referendum regarding the new tobacco regulations to be added to the ballot in May. The referendum will ask whether the legal age to purchase tobacco should be increased from 18 to 21. Administrator Kennedy said the Board of Selectmen can vote to add this to the ballot as opposed to adding it to the warrant this year and voting the following year. The Board will review the materials associated with this issue at the next meeting and vote. The Board asked whether there would be a cost associated with raising the legal age. It was determined that there will be no additional costs and the Health Agent will continue to enforce this regulation. Selectman Crowley asked that the referendum explicitly state that there will be no cost associated with making this change.

# DRAFT

1 **Action Items:** This item was deferred to the next meeting.  
2

3 **Approval of Warrants:**

4 Warrant 14-35 2/27/2014  
5 Town Payroll \$282,083.38  
6 School Payroll \$784,444.23  
7 Total \$1,066,527.61  
8

9 **Selectman Foresto moved that the Board approve the warrant as read; Selectman  
10 White second; No discussion; All ayes 5-0-0.**  
11

12 **Town Administrator's Report:**

- 13 • Administrator Kennedy reported that street acceptances would not be ready for  
14 the May Town Meeting warrant. The streets that were chosen have issues that  
15 were unanticipated. She said there will be an article on the May Town Meeting  
16 warrant to use the unexpended funds in the Planning and Development budget to  
17 address these issues. They will not begin working on any other streets until these  
18 are taken care of.  
19

20 **Selectmen's Reports:**

21 Crowley

- 22 • He asked that the remainder of the unexpended budget items be brought to the  
23 Board at the next meeting for their review.

24 Foresto

- 25 • In the next week or so the Thayer project will be substantially completed. The  
26 project is on budget. There will be deep discounts for rentals in June and July.

27 D'Innocenzo

- 28 • Gale will deliver the preliminary report shortly and EPFRAC will hold a public  
29 meeting to discuss the information.

30 White

- 31 • A Town Administrator search committee needs to be appointed. Chairman  
32 Trindade will bring forward a list of recommendations.  
33

34 **At 8:37 p.m. Selectman Foresto moved to adjourn; Selectman D'Innocenzo second;  
35 No discussion; All ayes 5-0-0.**  
36

37 Respectfully submitted,  
38

39 Michelle Reed

# **AGENDA**

## **ITEM #6**

**Town Administrator's Report**

# **AGENDA**

## **ITEM #7**

**Selectmen's Reports**