

Town of Medway

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

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

Board of Selectmen's Meeting

June 16, 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

Other Business

1. Appointment – William Kennedy – Zoning Board of Appeals
2. Appointment – Peter Monego – Medway Cultural Council
3. Town Administrator Recognitions
4. Approval – State Revolving Fund Loan (MWPAT) - \$3,690,000
5. Authorization of Chairman to Execute Contract – Gravity Construction Co. – Adam Street and Village Street Water Main Replacement - \$1,093,401.50
6. Authorization of Chairman to Execute Contract – Weston & Sampson – Construction Engineering Services Water Main Replacement Project - \$148,600
7. Authorization of Chairman to Execute Change Order – Gale and Assoc. - \$58,000
8. Authorization of Chairman to Execute Contract with Sansoucy for Appraisal Services - \$6,000
9. Authorization of Chairman to Execute Contract with RKG Associates, Inc. for Zoning Bylaw Revisions - \$20,250
10. Approval – Conservation Restriction – Parcel A/Williamsburg Condominium Development
11. Approval – Inter-municipal Agreement Medway/Millis for Shared Energy Manager, Associated State Contract and Associated Grant Award – \$50,000
12. Approval – Grant Award from MA Veterans' Services – Vietnam War Moving Wall - \$15,000

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

13. Approval – One-Day Entertainment License Request – VFW Auxiliary – July 12, 2014
14. Approval – Medway Community Farm 5K Fundraiser – June 21, 2014
15. Discussion – Food Truck Operation – Choate Park
16. Fiscal Year 2015 Board/Commission/Committee (Re)Appointment
17. Fiscal Year 2015 Board of Selectmen Liaison Designations
18. Action Items from Previous Meetings
19. Approval of Warrants
20. Approval of Minutes
21. Town Administrator's Report
22. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

To be determined

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

Appointment – William Kennedy – Zoning Board of Appeals

Associated back up materials attached.

- Resume of William J. Kennedy
- Email from David Cole, Chair of ZBA, dated May 1, 2014

Proposed Motion: I move that the Board approve the appointment of William Kennedy to the Zoning Board of Appeals for a three year term to expire on June 30, 2017.

AGENDA

ITEM #2

Appointment – Peter Monego – Medway Cultural Council

Associated back up materials attached.

- Letter of Interest and resume of Peter Monego
- Email from Audrey Ritter, Chair of Medway Cultural Council, dated May 19, 2014

Proposed Motion: I move that the Board approve the appointment of Peter Monego to the Medway Cultural Council for a three year term to expire on June 30, 2017.

AGENDA

ITEM #3

Town Administrator Recognitions

No associated back up materials.

AGENDA

ITEM #4

Approval – State Revolving Fund Loan – Massachusetts Water Pollution Abatement Trust - \$3,690,000

No associated back up materials.

Proposed Motion: I move that the Board of Selectmen approve the issuance of a bond or bonds in an aggregate principal not to exceed \$3,690,000 pursuant to Chapters 29C and 44 of the General Laws and a vote of Town Meeting passed May 13, 2013 as Article 11 for a drinking water project identified in such vote; that in anticipation of the issuance of the Bond, the Treasurer is hereby authorized to issue an interim loan note or notes in an aggregate amount not to exceed \$3,690,000. I move that each Bond or Note is to be issued as a single registered security and sold to the Massachusetts Water Pollution Abatement Trust and the Treasurer is authorized to determine the date, the form, the maximum interest rate and the principal maturities of each Note or Bond and is authorized to execute a Financing Agreement(s) with the Trust with respect to the sale of the Bonds and Notes, such date, form and maturities and the specific interest rate of the Bonds and Notes to be approved by a majority of the Board of Selectmen and the Treasurer and evidenced by their execution of the Bonds or Notes. I further move that all action taken to date by the Town and its officers and agents to carry out the Project and its financing,

including the execution of any loan commitment or agreement by the Treasurer, are hereby ratified, approved and confirmed and that the Treasurer and the other appropriate Town officials are each hereby authorized to take any and all actions necessary and convenient to carry out the provisions of this vote, including execution and delivery of the Financing Agreement(s) and the Project Regulatory Agreement relating to the project.

AGENDA

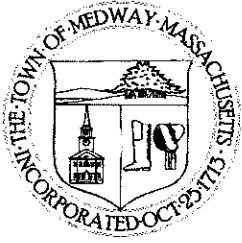
ITEM #5

Authorization of Chairman to Execute Contract with Gravity Construction Co. – Adam Street and Village Street Water Main Replacement - \$1,093,401.50

Associated back up materials attached.

- Scope of Work memorandum from Tom Holder, DPS Director, dated June 16, 2014.
- Contract excerpt [Note: Full contract document will be available at meeting.]

Proposed Motion: I move that the Board authorize the Chairman to execute the contract with Gravity Construction Co. for water main replacement project on Adam and Village streets in an amount not to exceed \$1,093,401.50.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS


*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services 

Date: June 16, 2014

RE: **Gravity Construction Inc. – Water Main replacement**

Please find attached six (6) copies of a contract for **Gravity Construction Inc. – Water Main replacement**. This contract provides for labor and materials to perform water main replacement on Adam Street and Village Street.

Attached is an excerpt from the large contract document that provides terms and conditions associated with this agreement including necessary and required:

1. Certificates verifying insurance, corporate authority
2. Payment and performance bonds
3. Language pertaining to payment terms and liquidated damages

This work is scheduled to begin June 25, 2014 with completion expected by November 30, 2014. As per typical procedures, this contract has been authorized as-to-form by Town Counsel and anticipated to be funded from voted appropriations and further through authorization at the Selectmen meeting June 16, 2014.

Total contract amount \$1,093,401.50

We greatly appreciate your consideration of this issue.

SECTION 00520

AGREEMENT

THIS AGREEMENT, shall be effective as of the date it becomes fully executed by all parties hereto and between the party of the first part, the Town of Medway, Massachusetts hereinafter called "OWNER," acting herein through its Board of Selectmen, and the party of the second part, Gravity Construction, Inc. doing business as (a corporation) (~~a limited liability company~~) (~~a partnership~~) (~~a joint venture~~) (~~an individual~~)* located in the (~~City~~) (Town)* of Plainville, County of Norfolk, and State of Massachusetts, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**WATER MAIN REPLACEMENT FY 14, CONTRACT 14-1
(DWSRF NO. 3768)
BASE BID**

hereinafter called the project, for the sum of **One Million, Ninety Three Thousand, Four Hundred and One Dollars and Fifty Cents (\$1,093,401.50)** and all extra work in connection therewith, under the terms as stated in the General and Supplementary Conditions; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, blue prints, and the specifications and contract documents therefor as prepared by Weston & Sampson Engineers, Inc.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 250 consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,500 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

*Strike out inapplicable terms.

The fair share construction goals for disadvantaged business enterprise (DBE) participation for this contract are a minimum of three point four zero (3.40) percent D/MBE participation and three point eight zero (3.80) percent D/WBE participation, applicable to the total amount paid for the construction contract. The CONTRACTOR shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Town of Medway. The CONTRACTOR shall require similar reports from its subcontractors.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible

for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970"]

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.149, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the

project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

As per DEP's Policy Memorandum #10 - the Agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be _____ percent. **(SEE ATTACHED)**

The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of Medway, Massachusetts
(Owner)

By _____

(Name)

(Title)

Tom Haeck
5.14.14

Gravity Construction, Inc.
(Contractor)

By *T.P. Murphy, Pres*

Thomas P. Murphy
(Name)

President
(Title)

8602 Washington St.
(Address)

Plainville, MA 02962
(City and State)

Approved as to Form:

By *[Signature]*

(Owner's Counsel)
Christopher L. Brown
(Name)

Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the contract, and that the _____ has been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, Thomas P. Murphy, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
Gravity Construction Inc and I further certify that a meeting of the Directors of said
company,
(Name of Corporation)
duly called and held on January, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Thomas P. Murphy, President
Thomas P. Murphy, Vice President
Thomas P. Murphy, Secretary
Thomas P. Murphy, Treasurer

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

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

By: T.P. Murphy, Secretary
(Secretary of Corporation)

A True Copy:

Attest: Elizabeth E. Murphy
(Notary Public)

My Commission Expires: 3/18/10
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Gravity Construction Inc

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

Truck driver, laborer and operator

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.



Signature of authorized representative of Contractor

Date:4/20/14

Thomas P Murphy, President

Printed name of authorized representative of Contractor

DEP-DMS-P&S-17

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

- 7. Will not discriminate in their employment practices;
- 8. Intends to use the following listed construction trades in the work under the contract:

and

- 9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
- 10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
- 11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
- 12. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

U.S. DEPARTMENT OF THE
INTERIOR FEDERAL WATER POLLUTION CONTROL ADMINISTRATION

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contract agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, housing facilities provided for employees which are segregated by explode directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Thomas P. Murphy, *Print* *4/20/14*
Signature Date

Thomas P. Murphy, President
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

END OF SECTION

Document1

08/16/2013


00520-10

P.O. BOX 193 S. WALPOLE, MA 02071

The below labor rates for Change Orders are the rates committed to by Gravity Construction, Inc. to the Water Main Replacement FY14 project for the Town of Medway.

Gravity Construction, Inc Change Order – Labor Rates

Description	Quantity	Direct Hourly	FICA	WC	Total Tax	Total WC	Subtotal Per Hour	Profit + Overhead	Fully Loaded Rate
<u>labor</u>									
Operator(Front End loader)		\$64.67	33%	9.10%	\$21.34	\$5.88	\$91.90	20%	\$110.28
Laborer		\$49.50	33%	5.80%	\$16.34	\$2.87	\$68.71	20%	\$82.45
Driver(3 Axle Driver)		\$49.23	33%	9.10%	\$16.25	\$4.48	\$69.96	20%	\$83.95


Thomas P. Murphy, President

UTILITY CONTRACTING

SITework • SEWER • WATER • DRAINAG • SEPTIC • EXCAVATING

SECTION 00610

PERFORMANCE BOND

~~KNOW ALL MEN BY THESE PRESENTS:~~ That we Gravity Construction, Inc.
(Name of Contractor)

a Corporation hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, LLC or Individual)

North American Specialty Insurance Company of Needham, State of Massachusetts
(Surety) (City)

North American Specialty Insurance Company hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of **One Million, Ninety Three Thousand, Four Hundred and One Dollars and Fifty Cents (\$1,093,401.50)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has entered into a certain contract with the Owner (the "Construction Contract"), dated the _____ day of _____, 2014, for the construction described as follows:

**WATER MAIN REPLACEMENT FY14, CONTRACT 14-1
(DWSRF NO. 3768)
BASE BID**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for

the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

The Surety providing the Bond shall have a rating of AAA or better within Best's Key Rating Guide.

The Surety hereby agrees and admits that Massachusetts law shall govern the adjudication of any dispute regarding this bond; and furthermore, the Surety hereby agrees and admits that the Norfolk County Superior Court of the Commonwealth of Massachusetts shall have personal jurisdiction over the Surety in any litigation regarding this bond.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST:

[Signature]
(Principal Secretary)

Gravity Construction Inc

Principal

By [Signature]
8602 WASH ST
Plainville MA
02762
(Address-Zip Code)

[Signature] (SEAL)
Witness as to Principal
8602 WASH ST
Plainville MA 02762
(Address-Zip Code)

ATTEST:

[Signature]

North American Specialty Insurance Company

Surety

By [Signature]
Gail M Paling (Attorney-in-Fact)
85 Main Street
North Easton MA 02356
(Address-Zip Code)

(SEAL)
Witness as to Surety
85 Main Street
North Easton MA 02356
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

SECTION 00615

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Gravity Construction, Inc.
(Name of Contractor)
a Corporation hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)
North American Specialty Insurance Company of Needham, State of MA
(Surety) (City) (State)

hereinafter called "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Owner," in the penal sum of **One Million, Ninety Three Thousand, Four Hundred and One Dollars and Fifty Cents (\$1,093,401.50)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction described as follows:

**WATER MAIN REPLACEMENT FY14, CONTRACT 14-1
(DWSRF NO. 3768)
BASE BID**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications. The Surety Company providing the bond shall have a rating of AAA or better within the Best Key Rating Guide.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety hereby agrees and admits that Massachusetts law shall govern the adjudication of any dispute regarding this bond; and furthermore, the Surety hereby agrees and admits that the Norfolk County Superior Court of the Commonwealth of Massachusetts shall have personal jurisdiction over the Surety in any litigation regarding this bond.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST:

Gravity Construction Inc

(Principal)
[Signature]
(Principal Secretary)

By *[Signature]*
8602 Washytn
Wapke NH 02762

(Address-Zip Code)

[Signature]

(Witness as to Principal)
8602 Washytn St
Plainville NH 02762

(Address-Zip Code)

(SEAL)

ATTEST:

North American Specialty Insurance Company

(Surety)
By *[Signature]*
Gail M Paling
(Attorney-in-Fact)

85 Main Street, North Easton MA 02356

(Address-Zip Code)

[Signature]

(Witness as to Surety)

(SEAL)

85 Main Street, North Easton MA 02356

(Address-Zip Code)

NOTE: If Contractor is a partnership, all partners should execute bond.
Document#

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOSEPH J LANE,
and GAIL M. PALING

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of March, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26th day of March, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, 20__.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2014

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

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

PRODUCER Applied Risk Insurance Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
INSURED Gravity Construction, Inc. dba Gravity Construction, Inc. PO Box 193 South Walpole, MA 02071-0193 CTL 1273 874903	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Indemnity Co.	NAIC # 28258
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below			46-839790-01-04	05/20/2014	05/20/2015	<input checked="" type="checkbox"/> IWC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT	\$ 1,000,000
							E.I. DISEASE-EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE-POLICY LIMIT	\$ 1,000,000

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

Job: Water Main Replacement. -- The Blanket Waiver applies to All Operations for Town of Medway and Weston & Sampson Engineering Inc. for whom the named Insured has agreed by written contract to furnish this waiver.

CERTIFICATE HOLDER

Town of Medway
 155 Village St
 Medway, MA 02053

Attn: Project Manager

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

1783118



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/14

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

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

PRODUCER Connolly Insurance Agency, Inc 85 Main Street North Easton, MA 02356	CONTACT NAME: Gail Paling PHONE (SIC No. Ext): (508) 219-4328 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE	FAX (AG. No.): (508) 238-7281 NAIC #
	INSURER A: Atain Insurance Company INSURER B: Harleysville Insurance Company INSURER C: Associated International Ins C INSURER D: INSURER E: INSURER F:	
INSURED Gravity Construction Inc 86 C2 Washington Street Plainville, MA 02762		

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

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

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR L WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		APP24913176	5/15/14	5/15/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA37071T	4/22/14	4/22/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		CUBW4625813	5/15/14	5/15/15	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Job: Water Main Replacement. Town of Medway and Weston & Sampson Engineering Inc are Additional insured if required by written contract. Waiver of subrogation applies in favor of Town of Medway & Weston & Sampson Engineering Inc

CERTIFICATE HOLDER Town of Medway 155 Village Street Medway, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Connolly
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AGENDA

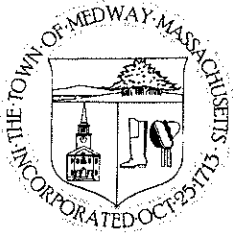
ITEM #6

**Authorization of Chairman to Execute
Contract with Weston & Sampson –
Construction Engineering Services FY14
Water Main Replacement Project -
\$148,600**

Associated back up materials attached.

- Scope of Work memorandum from Tom Holder, DPS Director, dated June 16, 2014.
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute the contract with Weston & Sampson for construction engineering services related to the FY14 water main replacement project in the amount of \$148,600.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS


*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services 

Date: June 16, 2014

RE: **Weston & Sampson Engineers, Inc. contract for Village Street and Adam Street water main improvements.**

Please find attached four (4) copies of a contract to provide construction engineering services for the FY 2014 replacement water mains for Village Street and Adam Street.

Part of the Medway Water Main Master plan. Replace old existing water mains with new piping, service lines to curb stop and new hydrants.

The substantial completion date for the contract is November 2014

Contract amount of \$148,600

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT for **Water Main Construction Engineering Services**, (hereinafter referred to as the "Project"), shall be effective as of the date it becomes fully executed by all parties hereto and between Weston & Sampson Engineers, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 5 Centennial Drive, (HQ), Peabody, MA, 01960-7985, (hereinafter referred to as the "CONSULTANT"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONSULTANT 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 CONSULTANT
- 2) CONSULTANT'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONSULTANT shall furnish all materials, labor and equipment, and perform all work required in order to provide construction engineering services for the FY 2014 replacement water mains as more fully described in Attachment A of the Contract Documents, and the CONSULTANT agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within 7 calendar days after the TOWN issues a written Notice to Proceed to the CONSULTANT, and shall be entirely completed within 500 calendar days following commencement.

- (b) The CONSULTANT hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONSULTANT to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONSULTANT shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONSULTANT for the performance of this Agreement the sum of \$148,600 (One Hundred Forty Eight Thousand Six Hundred Dollars)

Lump sum payment

Not to exceed limit

Time card/unit price estimated amount

(a) Lump Sum. If services are to be provided on a lump sum basis, the total amount of compensation due to the CONSULTANT in consideration of the full performance of services by the CONSULTANT is the amount set forth above. The TOWN shall pay the CONSULTANT as services are performed by the CONSULTANT based upon the portion of services completed.

(b) Not to Exceed Limit. If services are to be provided subject to a not to exceed limit, the total amount of compensation due to the CONSULTANT in consideration of the full performance of services by the CONSULTANT shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the CONSULTANT on a time card/unit price basis as provided in paragraph c. below, subject to the not to exceed limit.

(c) Time Card/Unit Price. If services are to be provided on a time card/unit price basis, payments shall be made to the CONSULTANT for services performed based upon the salary or hourly rate or unit price schedule included in the CONSULTANT'S bid or proposal or attached as an Exhibit. Compensation for services performed by authorized subcontractors shall be on the basis of the actual costs to the CONSULTANT unless otherwise specified herein or in the CONSULTANT'S bid or proposal. The CONSULTANT shall use his best efforts to complete the performance of his services within the estimated amount set forth above. The CONSULTANT shall advise the TOWN at such time as the estimated amount has been reached. The TOWN shall not be obligated to pay for any amount in excess of the estimated amount, unless the TOWN gives the CONSULTANT a written notice authorizing the further performance of services and the incurring of additional costs for such services.

(d) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:

On a monthly basis, forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONSULTANT ninety percent of the invoice. Upon satisfactory completion of the work, forty-five days after receipt of an invoice for final payment, the TOWN shall pay the CONSULTANT all amounts due under the Agreement, including the retainage.

- (b) With any invoice, the CONSULTANT 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 CONSULTANT, 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) The acceptance by CONSULTANT of its final payment under this Agreement shall operate as a release to Town of all claims and all liability to CONSULTANT. No payment, however, final or otherwise, shall operate to release CONSULTANT from its obligations under this Agreement.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONSULTANT 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 reasonable time as the TOWN shall specify in writing, the TOWN shall notify the CONSULTANT in writing that there has been a breach of the Agreement, and the CONSULTANT shall make a good faith effort to remedy the breach expeditiously. If the CONSULTANT fails to remedy the breach within the specified time period, 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 CONSULTANT shall pay the TOWN any money that the TOWN shall pay another CONSULTANT for the completion of the work, in excess of what the TOWN would have paid the CONSULTANT for the completion of the work, and the CONSULTANT shall reimburse the TOWN for all expenses incurred by reason of said breach, up to ten percent of the contract value. In case of such breach, the CONSULTANT 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 CONSULTANT shall be determined by the TOWN and certified to the CONSULTANT.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) By executing this Agreement, the CONSULTANT assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (c) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONSULTANT. 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. CONSULTANT shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (d) If for any reason the TOWN terminates the Agreement due to lack of funding, CONSULTANT hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONSULTANT for everything done, furnished for or relating to the work pursuant to this agreement.
- (e) The CONSULTANT shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

ARTICLE 8: NOTICE

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

Town of Medway:

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

Consultant:

Bruce W. Adams, PE
Vice President
Weston & Sampson Engineers, Inc.
5 Centennial Drive
Peabody, MA 01960-7985

ARTICLE 9. INSURANCE

- (a) The CONSULTANT 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. Automobile liability coverage shall be in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage liability. The policies shall be primary and non-contributory with regard to any other insurance available to the Town and shall contain waivers of subrogation in favor of the Town.
- (b) The CONSULTANT shall, at its own expense, obtain and maintain a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- (c) The CONSULTANT shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement. The policy shall contain a waiver of subrogation in favor of the Town.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall acknowledge that the TOWN is included as an additional insured under the general liability and motor vehicle liability insurance policies.** Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) Indemnification.

(1) Indemnity for claims that arise from non-professional services: Consultant hereby agrees to indemnify, defend, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the acts, omissions, or provision of Consultant's services, or any activities, operations, conducts, negligence, or omissions of Consultant or its agents, as described below, regardless of whether same is caused in part by Town or any third party. Nothing in this paragraph shall apply to indemnification for

claims arising from professional services, which is addressed below in article 8(e)(2).

(2) Indemnity for claims that arise from professional services: To the fullest extent permitted by law, Consultant agrees to indemnify and hold the Town, its officers, directors, shareholders and employees harmless from and against claims, liabilities, damages, penalties, judgments, and costs (including costs of remedial design, remedial construction, and reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of professional services. Nothing in this section shall apply to indemnification for claims arising from non-professional services which are addressed in article 8(e)(1).

(3) 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 CONSULTANT under the Agreement.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS (not required)

ARTICLE 11: SUBCONTRACTING OF WORK

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

ARTICLE 12: PREVAILING WAGE RATES (not required)

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONSULTANT, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONSULTANT that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONSULTANT 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 14: MATERIALS AND WORKMANSHIP

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

ARTICLE 15: GUARANTEE OF WORK

(a) The CONSULTANT's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

(b) CONSULTANT's Services shall be guaranteed by CONSULTANT against any and all defects or damages caused by the failure to provide its services consistent with the standard of care set forth in article 15(a) above for a period of three (3) years from the date of completion of CONSULTANT's Services. CONSULTANT shall be responsible during such period, or within three (3) years of the time when the TOWN knew of or should have known of such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages. The CONSULTANT makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 16: GOVERNING LAW

The CONSULTANT 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.

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONSULTANT and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONSULTANT. Neither the TOWN nor the CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT certifies under the penalties of perjury that the CONSULTANT 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 CONSULTANT shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the TOWN unless and until the CONSULTANT 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.

CONSULTANT: Weston & Sampson Engineers, Inc.

TOWN OF MEDWAY
By its Board of Selectmen

By: 

Bruce W. Adams, PE
Title: Vice President
Corporate Seal:

Town Accountant


Department of Public Services

Dated: _____

Dated: 4.2.14

Funding Source:

Account: _____

Approved As To Form


Town Counsel

Dated: 4/16/14

ATTACHMENT A
ARTICLE 2 - SCOPE OF WORK
FY14 WATER MAIN CONSTRUCTION ENGINEERING SERVICES

ARTICLE 2 - SCOPE OF WORK - Water Main Replacement Design Services

2.1 Construction Engineering Office Services

The ENGINEER agrees to perform the following tasks prior to and during the construction phase of the PROJECT.

- 2.1.1 Meet with the OWNER or designated representative of the OWNER, local officials (and state officials as appropriate) throughout the construction phase of the PROJECT to discuss construction issues, progress of the PROJECT, and to coordinate the work as needed.
- 2.1.2 Arrange and conduct a pre-construction conference with the CONSTRUCTION CONTRACTOR, the OWNER and representatives of the Police and Fire Department, OWNER's EEO, Transportation, Utilities and any other group directly affected by the construction.
- 2.1.3 Coordinate and attend a public meeting with residents and/or City Officials to present the project and potential impacts.
- 2.1.4 Review shop drawings and test reports submitted by the CONSTRUCTION CONTRACTOR for general compliance with contract documents. This review shall not include review of the accuracy or the completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means and methods, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems, or construction safety precautions, all of which are the sole responsibility of the CONSTRUCTION CONTRACTOR
- 2.1.5 Prepare change orders that may be required during the PROJECT.
- 2.1.6 Prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.
- 2.1.7 Conduct periodic visits to the construction site by project manager or project engineer to observe construction progress and (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the Work to be completed, (2) to endeavor to guard the OWNER

against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents.

- 2.1.8 Review CONSTRUCTION CONTRACTOR'S monthly application for payment requests based on quantities and works completed, and prepare a recommendation to the OWNER for payment to the CONSTRUCTION CONTRACTOR.
- 2.1.9 Prepare periodic and final DEP grant reimbursement requests as appropriate.
- 2.1.10 Prepare and submit recommendation of substantial completion to the OWNER.
- 2.1.11 Prepare record drawings of the completed project and submit one (1) set of reproducibles to the OWNER. ENGINEER is not responsible for any errors or omissions in the information provided by others that are included into the record drawings.

2.2. Resident Project Representative Services

The services for the Resident Project Representative for the Water Main Replacement project shall be on a full time basis.

2.2.1 General

Resident Project Representative is the ENGINEER's Agent and shall act under the supervision of the ENGINEER. His authority and responsibilities are limited to observing the work for general conformance to the contract documents, and are not to be construed as directing or supervising the work. He shall confer with the ENGINEER regarding his actions. His involvement in matters pertaining to onsite work will, in general, be with the ENGINEER and CONSTRUCTION CONTRACTOR, keeping the OWNER advised as indicated below and as necessary. His involvement with subcontractors will only be through or in the presence of the CONSTRUCTION CONTRACTOR or his designated representative. He shall generally communicate with the OWNER with the knowledge of the ENGINEER.

2.2.2 Duties and Responsibilities of the Resident Project Representative:

- A. Schedules: Review the proposed progress schedule, schedule of shop drawing submissions and schedule of project values, all as prepared by the CONSTRUCTION CONTRACTOR and consult with the ENGINEER concerning their acceptability.
- B. Conferences: Attend a preconstruction conference; establish a monthly schedule of work progress meetings and other pertinent conferences as required in consultation with the ENGINEER or the OWNER and notify in advance those expected to attend. Attend meetings and prepare, circulate and maintain copies of minutes thereof.
- C. Liason:
 - 1. Serve as ENGINEER's liaison with CONSTRUCTION CONTRACTOR, working principally through CONSTRUCTION CONTRACTOR's designated onsite representative, and assist him in understanding the intent of the contract documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONSTRUCTION CONTRACTOR when CONSTRUCTION CONTRACTOR's operations affect the OWNER's onsite operations.
 - 2. Assist in obtaining from the OWNER additional details or information when required at the job site for proper execution of the work.
- D. Shop Drawings and Samples:
 - 1. Maintain a file of shop drawings and samples submitted by the CONSTRUCTION CONTRACTOR.
 - 2. Advise ENGINEER and CONSTRUCTION CONTRACTOR immediately at the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by the ENGINEER.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 1. Observe daily work in progress, on a part-time basis, to determine (1) if the work is proceeding in general conformance with the contract documents and (2) that completed work generally conforms to the contract documents. The Resident Project Representative shall confirm the accuracy of horizontal and vertical controls established by the CONSTRUCTION CONTRACTOR prior to the start of construction, but such does not relieve the CONSTRUCTION CONTRACTOR of its independent obligation to establish the starting controls.
 - 2. Report to the ENGINEER who, in turn, will notify the OWNER whenever any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made. Advise the ENGINEER

when he believes work should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the CONSTRUCTION CONTRACTOR of work failing to meet the contract requirements.

3. Verify that tests, equipment, and system start-ups are performed and operating and maintenance training is conducted as required by the contract documents and in the presence of the required personnel, and that the CONSTRUCTION CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, and record the outcome of these inspections.
5. Performance of the services outlined in Subsection "E", parts 1 through 4, will not guarantee the CONSTRUCTION CONTRACTOR's performance, but it endeavors to verify compliance with the contract documents and thereby protect the OWNER against defects and deficiencies in the work. Nothing in Subsection "E" relieves the CONSTRUCTION CONTRACTOR of its independent obligations under its contract with the OWNER in performing its services. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR's failure to perform the construction work in accordance with the contract documents nor for the CONSTRUCTION CONTRACTOR's construction methods and procedures, nor for the safety program and safety precautions implemented by the CONSTRUCTION CONTRACTOR

F. Interpretation of Contract Documents: Transmit to the CONSTRUCTION CONTRACTOR, clarifications and interpretations of the contract documents.

G. Modifications:

3. Consider and evaluate the CONSTRUCTION CONTRACTOR's suggestions for modifications in contract documents and report them with recommendations to the ENGINEER.
4. Monitor and record the labor, equipment and materials utilized by the CONSTRUCTION CONTRACTOR and subcontractors when modifications are constructed.

H. Records:

1. Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings, sample submissions, reproductions of original contract documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the contract documents,

progress reports, record drawings and records, and other project-related documents.

2. Record hours worked by the CONSTRUCTION CONTRACTOR on the job site; weather conditions; data relative to questions of extras or deductions; list of principal visitors and representatives of fabricators, manufacturers, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
3. Record names, addresses and telephone numbers of the CONSTRUCTION CONTRACTOR, subcontractors, and major suppliers of equipment and materials.

I. Reports:

1. Prepare periodic reports as required of progress of the work and of the CONSTRUCTION CONTRACTOR's compliance with the progress schedule and schedule of shop drawing submissions.
2. Consult with the ENGINEER in advance of scheduled major tests, inspections by others or start of important phases of the work.
3. Obtain all backup material, prepare and recommend to the ENGINEER Change Orders, Extra Work Orders, and Field Changes.

J. Payment Requisitions: Review applications for payment with the CONSTRUCTION CONTRACTOR for compliance with the established procedure and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

K. Certificates, Operation and Maintenance Manuals: During the course of the work verify that certificates, operation and maintenance manuals and other data required to be assembled and furnished by the CONSTRUCTION CONTRACTOR are applicable to the items actually installed and deliver this material to the ENGINEER for review.

L. Completion:

1. Before the ENGINEER issues a recommendation of substantial completion to the OWNER, submit to the CONSTRUCTION CONTRACTOR a list of observed items requiring correction or completion.
2. Conduct final observation of the project in the company of the ENGINEER, OWNER, and the CONSTRUCTION CONTRACTOR and prepare a final list of items to be corrected.

3. Verify that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance and start of warranty.

2.2.3 Limitations of Authority: The Resident Project Representative:

- A. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- B. Shall not direct, supervise, or undertake any of the responsibilities of the CONSTRUCTION CONTRACTOR.
- C. Shall not expedite work for the CONSTRUCTION CONTRACTOR.
- D. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- E. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
- F. Shall not authorize the OWNER to occupy the PROJECT in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.
- H. Shall not exceed limitations of the ENGINEER's authority as set forth in the contract documents.
- I. Shall not issue "stop work" orders unless directed by the OWNER, in writing, to do so.

Z:\MA-PEABODY-PROJECTS\MEDWAY MA\WATER MAINS FY14 2130446\CONTRACT\2014 03 25 WS FY14 WATER MAIN CONSTRUCTION SERVICES SCOPE OF SERVICES.DOC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2014

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Construction
	PHONE (A/C No. Ext): (508) 651-7700 FAX (A/C No.):
INSURED Weston & Sampson Engineers, Inc. Five Centennial Drive Peabody MA 01960	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Great Divide Insurance Co 25224
	INSURER B: Starr Indemnity & Liability Co. 38318
	INSURER C: Zurich American Insurance Co. 16535
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER MASTER 2014 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability coverage per policy form GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLP200736211	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			MAA2007361-11 MA BAP2007360-10 AOS	1/1/2014 1/1/2014	1/1/2015 1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SISCCCL01974113	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA200735911 Coverage applies in MA, CT, FL, GA, NH, NY, RI, SC VT and WI	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL/POLLUTION LIABILITY			EOC9671257-04	7/3/2013	7/3/2014	PER CLAIM \$3,000,000 ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: WATER MAIN REPLACEMENT FY14 - CONTRACT FOR CONSTRUCTION ENGINEERING SERVICES TOWN OF MEDWAY IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY, AUTO AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER TOWN OF MEDWAY ATTN: Tom Holder, Dept. of Public Service 155 VILLAGE STREET MEDWAY, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rosemary Fulham/PMA

Exhibit C

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Weston & Sampson Eng^{rs} is in compliance with
(name of contractor)

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

Bruce W. Adams

Authorized Signature

Bruce W. Adams

Print Name

Vice President

Title

Weston & Sampson Engineers
Company

Exhibit D

CERTIFICATE AS TO CORPORATE BIDDER

I Robert Goobar

Certify that I am Clerk of the

Corporation named as Bidder in the within Bid Form that Bruce Adams

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

Vice President of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)



(Signature)

Clerk

(Title)

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

Project

Date

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc. hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 18, 2013.

VOTED: To authorize

Francis W. Yanuskiewicz
Peter M. Smith
Patrick J. Connelly
Michael J. Scipione
Bruce W. Adams
Barbara K. Cook
Prasanta K. Bhunia

Robert A. Goober
George D. Nasias
Eugene R. Bolinger
Donald G. Gallucci
Kent M. Nichols
Christopher B. Wester
John A. Bocchino

David M. Elmer
Blake A. Martin
Frank M. Ricciardi
Robert Horner

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$1,000,000, during the fiscal year 2014 .

VOTED: To authorize

Richard J. Messer
Jeffery F. Budrow
Jeffrey A. Wilson

Christopher M. Perkins
Kenneth J. Bisceglia
Jack J. Wright

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2014.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Robert A. Goober, Clerk

Date

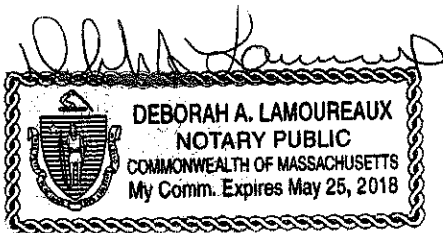


Exhibit F

CERTIFICATE OF NON-COLLUSION

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

Name of Business: Weston & Sampson Engineers

Signature: 

Name of Person signing Bid: Bruce W. Adams

Project

Date

AGENDA ITEM #7

**Authorization of Chairman to Execute
Change Order to Contract with Gale
Associates, Inc. – Additional Site
Presence Services - \$57,600**

Associated back up materials attached.

- Change Order No. #3 - Additional Site Presence Services

Proposed Motion: I move that the Board authorize the Chairman to execute the contract with Gales Associates, Inc. for the provision of an engineering design professional on site in an amount not to exceed \$57,600.



Gale Associates, Inc.
163 Libbey Parkway | P.O. Box 890189 | Weymouth, MA 02189-0004
P 781.335.6465 F 781.335.6467 www.galeassociates.com

June 6, 2014

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

Re: Change Order No. 3 – Additional Site Presence Services
Athletic Facility Improvements at Medway High School
Medway, MA
Gale JN 715821

Dear Mr. Holder:

Gale Associates, Inc. (Gale) would be pleased to provide additional services to assist the Town of Medway with extended/additional site presence during construction of the Athletic Facility Improvements Project at Medway High School. Gale's additional services will consist of the provision of an engineering design professional on site, for approximately thirty (30) hours per week, for sixteen (16) weeks, to observe construction progress and represent the Owner's interests in construction administration. A detailed Scope of Services is provided as Enclosure 1.

Gale can complete this additional Scope of Services for a fixed fee, not to exceed \$57,600.00.

For the purposes of this proposal, it is assumed that additional site presence services will be required for thirty (30) hours per week, for a sixteen (16) week period during construction. Actual weekly hours worked are intended to be flexible and will be based on the Contractor's schedule, as well as important construction phases/milestones. Should the Town decide that more or less site presence is appropriate, this proposal can be adjusted accordingly. These services will be provided during the construction period, from July 9, 2014 through November 14, 2014 (18 weeks). This fee does not include related reimbursable items, which have been estimated and capped at a not-to-exceed amount of \$1,500.00.

Gale's services will be provided in accordance with the terms and conditions of our existing contract for the above referenced project.

If this proposal is acceptable, please execute the Project Change Form attached as Enclosure 2 and return a copy of the document to this office for our files. Receipt of the executed document will constitute a Notice to Proceed with these additional site presence services during construction.

Should there be any questions, please feel free to contact the undersigned.

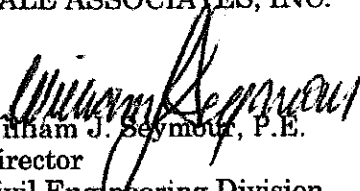
Boston
Baltimore
Orlando
San Francisco

Mr. Thomas Holder
Town of Medway
June 6, 2014
Page 2



Very truly yours,

GALE ASSOCIATES, INC.


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

WJS/cmh

Enclosure 1: Scope of Services
Enclosure 2: Gale Project Change Form

ACCEPTED FOR: TOWN OF MEDWAY

BY:

Name of Authorized Agent

Signature

Date



SCOPE OF SERVICES

**ATHLETIC FACILITY IMPROVEMENTS PROJECT
MEDWAY HIGH SCHOOL
MEDWAY, MA**

ADDITIONAL SITE PRESENCE SERVICES

Background

Gale Associates, Inc. (Gale) has been working with the Town of Medway on the design and permitting of the Athletic Facility Improvements Project at Medway High School. The scope of the work includes the following:

- Re-coating and re-striping of the existing running track and field events.
- Three all weather, multi-purpose, infilled, synthetic turf athletic fields.
- Various site improvements (fencing, signage, pavilion, etc.).
- New athletic lighting.
- New drainage and utility connections.
- New sixty-eight space parking lot.

Gale has been requested to provide additional services related to the above referenced project, in the form of additional site presence services for the construction period. Gale's representative will be on-site for a minimum of thirty (30) hours per week, for a sixteen (16) week period. Other than attendance at scheduled meetings, the representative's hours will be flexible, unannounced 'spot-checks', and will run roughly in conjunction with the weekly hours that the Contractor is on site. The objective is to have a representative on site to provide visual observation and oversight of construction activities.

A detailed Scope of Services is outlined below.

Additional Site Presence Services During The Construction Period

Task 1 - Construction Observation. Gale's representative will observe construction on a daily basis and will confer with the Contractor regarding interpretation of the contract, plans and specifications. He/she will observe construction progress, monitor the construction schedule and confirm that materials delivered to the site comply with the contract documents and approved submittals. He/she will observe that the Contractor is properly coordinating deliveries, project schedule and installation for efficiency and in order to reduce disturbance to adjacent school facilities. He/she will be responsible for regular, periodic observation of project workmanship, materials and the placement of materials during construction.

In the event the minimum thirty hours per week requirement is not fulfilled by Gale's representative, due to inactivity at the job site caused by, for example,



inclement weather, then the excess hours may be applied to future weeks during construction.

Task 2 – Construction Administration. Gale's representative will also be responsible for the following administrative tasks related to the Construction of the Project.

- Daily, written logs of construction activity, including his observations and actions, third party inspections, progress and causes for delay.
- Maintaining logs of approved submittals.
- Maintaining logs of materials testing and on site testing activities performed by the Contractor.
- Attending job site meetings, including weekly Contractor progress meetings with the Engineer and Owner.
- Coordinating with the Owner, Owner's Representatives, Contractor and Engineer to facilitate smooth and continuous progress of the work.
- Receiving, recording and maintaining custody of samples submitted by the Contractor.
- Reviewing requests by the Engineer or Contractor for changes to the work.
- Reviewing Contractor Change Orders.
- Resolving technical issues as they arise.

Qualifications: Gale's representative will be one person, to the extent practicable, who will follow the project throughout construction. He/she will meet the following minimum acceptable qualifications.

- Possess an Associates Degree in Engineering, Construction Technology, Architecture or other construction related field, as well as a minimum of four years of experience in site construction or the construction industry.
- Possess the ability to read and interpret engineering drawings, specifications, codes and requirements.
- Certification of completion of a minimum 10 hour OSHA construction safety training program.
- Possess knowledge of site construction materials, means and methods.
- Excellent written and oral communications skills.
- Possess the ability to navigate a construction site and observe ongoing work that may be incomplete and exposed to the elements.



PROJECT CHANGE ORDER FORM - ADDITIONAL SERVICES AUTHORIZATION

Client: Town of Medway Date: 6.6.14

Existing Project Number: 715821 Requested By: WJS

Existing Project Name: Medway Athletic Facilities Improvements Project

New Project/Phase/Task Name and Number: Phase 10 - C.O. #3 - Additional Site Presence

Additional Services Requested

Owner Requested Change:	<input checked="" type="checkbox"/>	Value Engineering:	<input type="checkbox"/>
Scope Change:	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Additional Services to Include the Following:		Provide additional site presence services for approximately thirty (30) hours per week, for a sixteen (16) week period, during construction. Refer to Gale's Change Order No. 3 Proposal, dated June 6, 2014.	

Additional Engineering Fee

Lump Sum:	<input checked="" type="checkbox"/>	Hourly:	<input type="checkbox"/>
Hourly Not-to-Exceed:	<input type="checkbox"/>	No Fee:	<input type="checkbox"/>
For the Amount of:	\$ 57,600.00		
Fee Summary:			
Fee Prior to This Change Order	\$	115,865.00	
Amount of This Change Order	\$	57,600.00	
Total New Fee	\$	173,465.00	

1. Additional services will be provided in accordance with the Base Agreement dated January 15, 2014.
2. Additional services will commence upon return of a signed Additional Services Authorization Form.
3. Additional services do not include reimbursable items, which are capped at and additional \$1,500.00.

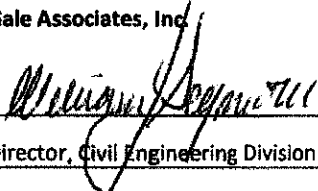
Accepted by: Town of Medway

Name: _____

Title: _____

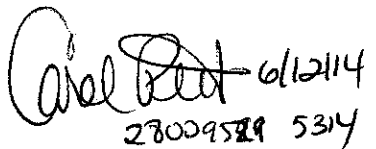
Date: _____

Gale Associates, Inc.



Director, Civil Engineering Division

3-Apr-14



6/12/14
28009589 5314

AGENDA

ITEM #8

Authorization of Chairman to Execute Contract with George E. Sansoucy, P.E., Inc. – Engineering Consulting and Valuation Services- \$20,202

Associated back up materials attached.

- Scope of Work memorandum from Donna Greenwood, Assessor, dated XXX.
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute the contract with George E. Sansoucy, P.E., Inc. for engineering consulting and valuation services in an amount not to exceed \$20,202 contingent upon receipt of acceptable certificate of insurance.

**AGREEMENT BETWEEN
TOWN OF MEDWAY AND
GEORGE E. SANSOUCY, P.E., LLC**

THIS AGREEMENT for to provide appraisal and valuation services, (hereinafter referred to as the "Project"), is made the _____ by and between **George E. Sansoucy, P.E., LLC** a Limited Liability Company duly organized under the laws of the State of New Hampshire, with a usual place of business at 7 Greenleaf Woods Drive, Unit 102, Portsmouth, New Hampshire 03801, (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) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with complete valuation services, as more fully described in **Attachment A**, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commence upon contract execution, and shall be entirely completed on or before **September 1, 2014**.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$20,202.00** (Twenty thousand, two hundred and two dollars and no cents), as:

Lump sum payment

Not to exceed limit

Time card/unit price estimated amount

(a) Lump Sum. If services are to be provided on a lump sum basis, the total amount of compensation due to the CONTRACTOR in consideration of the full performance of services by the CONTRACTOR is the amount set forth above. The TOWN shall pay the CONTRACTOR as services are performed by the CONTRACTOR based upon the portion of services completed.

(b) Not to Exceed Limit. If services are to be provided subject to a not to exceed limit, the total amount of compensation due to the CONTRACTOR in consideration of the full performance of services by the CONTRACTOR shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the CONTRACTOR on a time card/unit price basis as provided in paragraph c. below, subject to the not to exceed limit.

(c) Time Card/Unit Price. If services are to be provided on a time card/unit price basis, payments shall be made to the CONTRACTOR for services performed based upon the salary or hourly rate or unit price schedule included in the CONTRACTOR'S bid or proposal or attached as an Exhibit. Compensation for services performed by authorized subcontractors shall be on the basis of the actual costs to the CONTRACTOR unless otherwise specified herein or in the CONTRACTOR'S bid or proposal. The CONTRACTOR shall use his best efforts to complete the performance of his services within the estimated amount set forth above. The CONTRACTOR shall advise the TOWN at such time as the estimated amount has been reached. The TOWN shall not be obligated to pay for any amount in excess of the estimated amount, unless the TOWN gives the CONTRACTOR a written notice authorizing the further performance of services and the incurring of additional costs for such services.

(d) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5: PAYMENT

(a) The TOWN shall make payment as follows:

(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) The CONTRACTOR will submit periodic invoices to the TOWN for review and approval, payment within 45 days.

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) IS NOT APPLICABLE
- (b) IS NOT APPLICABLE
- (c) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (d) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (e) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails

to make payment within 45 days after it is due.

ARTICLE 8: NOTICE

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

Town of Medway:

Town of Medway
Melanie M. Phillips, CMMT
155 Village Street
Medway, MA 02053

Contractor:

Name: George E. Sansoucy, P.E., LLC
Title: Owner
Company: George E. Sansoucy, P.E., LLC
Address: 89 Reed Road, Lancaster, NH 03584
Tel: (603) 788-4000
Fax: (603) 788-2798
E-mail: gsansoucy@sansoucy.com

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability 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.
Automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of **\$100,000 each person and \$300,000 each occurrence** for bodily injury liability.
General liability coverage shall be in the amount of at least **\$1,000,000 per occurrence and \$2,000,000 aggregate** for bodily injury liability and property damage liability.
- (b) The CONTRACTOR shall carry a **professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.**
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for**

each policy. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

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

ARTICLE 10: NOT APPLICABLE

ARTICLE 11: SUBCONTRACTING OF WORK

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

ARTICLE 12: NOT APPLICABLE

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement 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 14: STANDARD OF CARE

The CONTRACTOR'S services shall be performed by qualified personnel. The CONTRACTOR'S Project team shall consist of those persons identified in the CONTRACTOR'S proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this Agreement shall be subject to the prior written approval of the TOWN. No member of the Project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the Project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence.

ARTICLE 15: NOT APPLICABLE

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. 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.

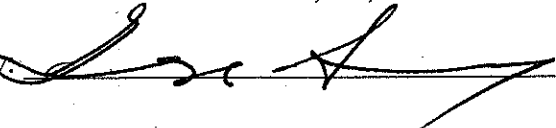
ARTICLE 19: NOT APPLICABLE

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.

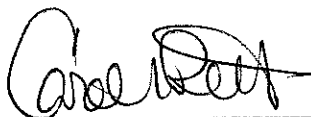
CONTRACTOR:
GEORGE E. SANSOUCY, PE, LLC

TOWN OF MEDWAY
By its Board of Selectmen

By:  _____


Title: OWNER/MEMBER _____

DATE SIGNED: _____



Town Accountant

Dated: 6/11/14 _____

Approved As To Form


Town Counsel

Dated: 6/12/14 _____

Funding Source:
Account: 01141002 5300 _____

Attachment A

GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

Scope of Work:

Sansoucy will provide updated valuations for tax assessment purposes of the following property in the Town of Medway. The updates will include:

- Valuation of New England Power;
- Valuation of NSTAR;
- Valuation of Columbia Gas;
- Finalize the valuation of the utility easements;
- Prepare 38D and 38F requests and provide the Town of Medway a copy of these request and continue a database for the valuation of cable television and provided the Town of Medway with this database; and
- Update the real and personal property valuations for the cellular facilities.

Scope of the work products:

Sansoucy will provide an update letter report which will include a breakdown with supporting calculations of the right-of-way values for each utility. Also, Sansoucy will update a Mass appraisal model for the assessment of these valuations on an on-going basis. This model will be transmitted to the Town and will include training in the application of the utility model.

Services to be Provided by the Town:

The Town will provide access to town records, tax maps, and information provided by the Utilities, and will request that the Utilities provide information directly to Sansoucy.

Services to be Provided by Sansoucy:

Sansoucy will provide valuation services for special purpose utility property using Mass appraisal standards.

Completion of Work:

All request, reports, letters, database reports, models and training will be completed by September 1, 2014.

Personnel:

All necessary field assistants employed by Sansoucy shall be competent to perform the work they are called upon to do. Sansoucy shall not hire or compensate, in any way, a

Town officer or employee or any member of the family of such officer or employee in the performance of such work under this contract. Sansoucy shall notify the Town of the names of all field personnel, technical assistants, and professional personnel who will work on this project.

Public Relations:

The Town and Sansoucy, during the progress of the work, shall use their best efforts and that of their agents and employees to promote full cooperation and amiable relations with the company. All publicity and news releases, if any, will be sent out only by the Town, or its authorized representative(s), and not Sansoucy.

Confidentiality:

Sansoucy agrees to not disclose to anyone except to the Town, or its authorized representative(s), any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless specifically authorized by the Town.

Compensation and Terms:

The Town of Medway, in consideration of the services hereunder to be performed by Sansoucy agrees to pay Sansoucy a fixed fee of \$20,202 for the FY2014 Scope of Work. As part of this fixed fee, assistance will be provided during the local abatement process for any challenge of our recommended assessments. A challenge before the ATB, or any settlement work after the local process, is beyond the scope of this proposal and will be defended on a time and material basis per the attached rate sheet, if requested.

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual

Signature

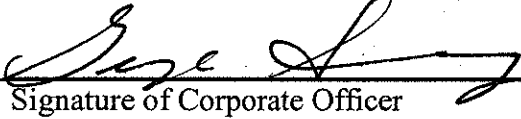
Date

Name (please print or type)

Social Security Number

Corporate

GEORGE E. SANSOUCY, P.E., LLC
Corporate Name (please print or type)


Signature of Corporate Officer

4/6/14
Date

GEORGE SANSOUCY
Name of Corporate Officer (please print or type) Title

02-0463176
Taxpayer Identification Number

- As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted 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, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

GEORGE E. SANSOUCY, P.E., LLC
Name of Business (please type or print)



SANSG-1 OP ID:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2014

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

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

PRODUCER
Marshall Insurance Agency
92 Main Street
Lancaster, NH 03584

CONTACT NAME:
PHONE (A/C, No., Ext): 603-788-4657 FAX (A/C, No.): 603-788-3504
E-MAIL ADDRESS:

INSURED
George E. Sansoucy PE LLC
86 Reed Road
Lancaster, NH 03584

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Peerless Insurance Company	42064
INSURER B:	LANDMARK AMERICAN INS CO	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOP8350354	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 CSL \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BOP8350354	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC8739342	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	LANDMARK AMERICAN		LHR741970	01/01/2014	01/01/2015	PROF LIAB 1,000,000 DED 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CONSULTING. OWNER GEORGE SANSOUCY IS EXCLUDED ON THE WORKERS COMP POLICY.
COVERAGE PROVIDED IN THE STATES OF NH, MA & VT.

CERTIFICATE HOLDER

TOWN OF MEDWAY MA
155 VILLAGE ST
MEDWAY, MA 02053

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sharon Stadin

AGENDA

ITEM #9

Authorization of Chairman to Execute Contract with RKG Associates, Inc. – Zoning Revisions - \$20,250

Associated back up materials attached.

- Letter from Judi Barrett (RKG Associates) dated February 28, 2014 re: proposed zoning bylaw revisions as a result of zoning diagnostic
- Email from Judi Barrett dated March 3, 2014 re: contract for zoning revisions
- Letter from Judi Barrett dated April 1, 2014 re: results of zoning diagnostic
- Contract

Proposed Motion: I move that the Board authorize the Chairman to execute the contract with RKG Associates, Inc. for revisions to the zoning bylaws in an amount not to exceed \$20,250.

**CONTRACT BETWEEN THE TOWN OF MEDWAY
and
RKG ASSOCIATES, INC.**

This Agreement is made on this ____ day of _____, 2014, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and RKG Associates, Inc. (hereinafter, "Contractor") whereby the Town and Contractor contract for *goods or services* under the terms and conditions set forth herein.

I. GOODS

Contractor shall provide assistance with reorganizing, clarifying, and updating the Medway Zoning Bylaw pursuant to the Town's specifications. The Contractor's scope of work shall include the following tasks:

- 1) Conduct two bylaw principles work sessions with the Planning and Economic Development Board (PEDB) in order to present options and facilitate a discussion about the Zoning Bylaw's format and structure; definitions, use regulations, and permitting procedures; site development standards (e.g., parking, landscaping, design review); and special regulations.
- 2) Draft Zoning Bylaw text for the PEDB's review following the work sessions; submit to the PEDB for review and comment.
- 3) Conduct a work session with the PEDB to review the draft Zoning Bylaw.
- 4) Prepare revised Zoning Bylaw text, responding to PEDB's comments on the draft. Provide to PEDB for review and comment.
- 5) Prepare hearing draft of Zoning Bylaw, responding to PEDB's written comments on the revised draft.
- 6) Attend PEDB public hearing to assist with responding to questions and comments about the proposed Zoning Bylaw.

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 the 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 certificates of insurance required under the contract,

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

II. COMPENSATION

The Town agrees to pay the Contractor \$20,250 for the services delivered pursuant to this contract. Upon delivery of the services contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be delivered by the Contractor no later than December 31, 2014.

IV. INDEMNIFICATION

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Contractor's performance of its obligations under this contract. The Contractor hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

V. INSURANCE

(a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

(b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

(c) All insurance coverage shall be in force from the time of the contract 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. Any cancellation of insurance required by this contract, 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. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

V. TERMINATION

This contract may be terminated by the Town upon ten days advance written notice by certified mail to Contractor.

VI. NOTICES

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

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

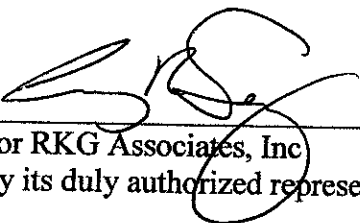
Contractor:
Name: Craig R. Seymour
Title: President
Company: RKG Associates, Inc.
Address: 634 Central Avenue
Dover, NH 03820

VII. GOVERNING LAW

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.

VIII. 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.



For RKG Associates, Inc
By its duly authorized representative


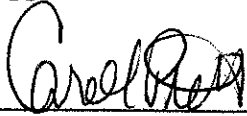
Town of Medway by its
Board of Selectmen

Date: _____

Date: _____

Approved as to availability of funds:

Approved as to form:



Town Accountant

Town Counsel

02176001 5800

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that **[insert name of Contractor]** is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

For
By their duly authorized representative

Social Security number or Tax Identification number: _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

RKG Associates, Inc. held on June 2, 2014 it
(Name of Corporation) (Date)

Was voted that:

Craig R. Seymour _____ President _____
(Name) (Officer)

Of this company, he and she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such President _____ under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: Susan Card _____

TITLE: Business Manager _____

PLACE OF BUSINESS: Dover, NH _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the clerk of the RKG Associates, Inc. _____
(Name of Corporation)

And that Craig R. Seymour _____ is duly elected President _____
(NAME) (POSITION)

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



(CLERK)

CORPORATE SEAL:

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual

Signature Date

Name (please print or type) Social Security Number

Corporate

RKG Associates, Inc.

Corporate Name (please print or type)

Signature of Corporate Officer Date 6/3/14

Craig R. Seymour, President

Name of Corporate Officer (please print or type) Title

02-0357052

Taxpayer Identification Number

- As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Town of Medway, Massachusetts 02053

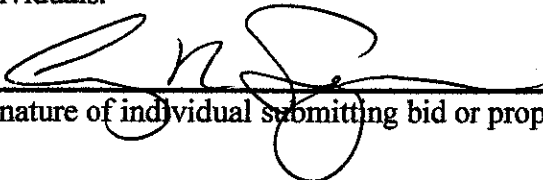
CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted 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, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of individual submitting bid or proposal

RKG Associates, Inc.

Name of Business (please type or print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2014

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

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

PRODUCER Cross Insurance 475C High Street Somersworth NH 03878	CONTACT NAME: Deborah Gifford
	PHONE (A/C, No. Ext): (603) 742-2552 FAX (A/C, No): (603) 742-4509
	E-MAIL ADDRESS: dgifford@crossagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Excelsior NAIC # 11045
	INSURER B: The Netherlands
	INSURER C: Peerless Insurance Company
	INSURER D: Travelers Indemnity of America NAIC # 25666
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: **CL1311496433** 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CBP8090018	11/6/2013	11/6/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA8096703	11/6/2013	11/6/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
				Uninsured motorist combined \$ 1,000,000			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CU8094719	11/6/2013	11/6/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IHUB1C95685413	11/6/2013	11/6/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: **Medway Zoning Services.** With respect to the noted project, Certificate Holder is named as **Additional Insured ATIMA** and as required by written contract.

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER	CANCELLATION
(508) 321-4988 kkisty@townofmedway.org	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Town of Medway c/o Karen Kisty 155 Village St. Medway, MA 02053	AUTHORIZED REPRESENTATIVE
	Deborah Gifford/DG5 <i>Deborah L. Gifford</i>

AGENDA

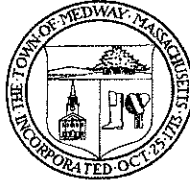
ITEM #10

Approval – Williamsburg Condominium Conservation Restriction

Associated back up materials attached.

- Memorandum from Susy Affleck-Childs, Planning and Economic Development Coordinator, dated June 10, 2014
- Related correspondence from Town Counsel dated April 2, 2014
- Conservation Restriction documents

Proposed Motion: I move that the Board approve and accept the conservation restriction relative to the Williamsburg Condominium development as presented.



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

MEMORANDUM

June 10, 2014

TO: Medway Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Conservation Restriction for the Williamsburg Open Space Residential Development

Overview – The BOS is asked to approve the grant of a Conservation Restriction from the Williamsburg Condominium Corporation to the Medway Conservation Commission. At its May 8, 2014, the Commission voted to accept the grant of the Conservation Restriction.

Land Parcel – 1 acre parcel located at 72 West Street. Medway Assessors' parcel 55-006.

What is a Conservation Restriction? A Conservation Restriction commits the grantor (*Williamsburg Condominium Corporation*) to maintain the property in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with the land's conservation and preservation values. The grantee (*Medway Conservation Commission*) is responsible for providing oversight to ensure that the grantor performs accordingly.

Conservation Restrictions are defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law.

This Conservation Restriction does NOT convey the property to the Town. The property will continue to be owned by the Williamsburg Condominium Corporation.

Background – In 2009, the Planning and Economic Development approved an Open Space Residential Development Special Permit and Definitive Plan for the Williamsburg development. As part of the decision, this parcel was approved as part of the required open space and the Conservation Commission agreed to accept a Conservation Restriction on the property.

Legal Review – This Conservation Restriction has been thoroughly reviewed by Town Counsel and the Executive Office of Energy and Environmental Affairs which will also be a party to the Restriction.

92 West Street, Medway

Grantor: Paul G. Yorkis, Trustee of the Williamsburg Condominium Trust

Grantee: Town of Medway, Acting By and Through Its Conservation Commission

Property Address: West Street, Medway, MA

Title Reference: Book 27111, Page 118

CONSERVATION RESTRICTION

Paul G. Yorkis, of 7 Independence Lane, Medway, Massachusetts, Trustee of the Williamsburg Condominium Trust u/d/t dated January 21, 2011, recorded with the Norfolk County Registry of Deeds in Book 28535, Page 227, being the sole owner, for his successors and assigns ("Grantor"),

acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws,

hereby grants to **THE TOWN OF MEDWAY, ACTING BY AND THROUGH ITS CONSERVATION COMMISSION**, Town Hall, 155 Village Street, Medway, Norfolk County, Massachusetts 02053,

by authority of Chapter 40 Section 8C, and its permitted successors and assigns ("Grantee"),

for consideration of less than One Hundred and 00/100 (\$100.00) Dollars,

with Quitclaim Covenants

in perpetuity and exclusively for conservation purposes, the following **Conservation Restriction** on a parcel of land located in the Town of Medway, Massachusetts constituting approximately 1 acre ("Premises"), and shown as "Open Space Parcel 'A'" on a plan of land entitled, 'Plan of Land "Williamsburg Way" Definitive OSRD Development Plan in Medway, MA prepared by O'Driscoll Land Surveying Co. Date August 31, 2009, Revise Date January 28, 2010' recorded with the Norfolk County Registry of Deeds at Plan Book 598, Pages 68-74.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that

would materially impair or interfere with its conservation and preservation values.

These values include the following:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of the site, and the protection of the Premises will enhance the open-space value of the site.
- **Protection of Wildlife Habitat.** The Premises contains approximately 1 acre of land with a certified vernal pool completely surrounded by woods. By protecting this area the certified vernal pool will have increased protection. The value of the land is the vernal pool and an upland buffer protecting the pool left undisturbed.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoint the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Norfolk County Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in Norfolk County Registry of Deeds. The Grantee shall record this instrument in timely manner in said Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Williamsburg Condominium Trust c/o Paul G. Yorkis, Trustee, 7 Independence Lane, Medway, Massachusetts 02053

To Grantee: Town of Medway, Town Hall, 155 Village Street, Medway, Norfolk County, Massachusetts 02053

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33.

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Medway has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2014

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. _____, 2014

On this ____ day of _____, 2014 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

, Notary Public

My Commission Expires:

If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

- A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

EXECUTED THIS 14th DAY OF MARCH, 2014.

Williamsburg Condominium Trust

By: [Signature]
Paul G. Yorkis, Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

March 14, 2014

On this 14th day of March, 2014 before me, the undersigned notary public, personally appeared Paul G. Yorkis, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Williamsburg Condominium Trust.



[Signature]
, Notary Public
My Commission Expires: 5/27/2016

ACCEPTANCE OF CONSERVATION RESTRICTION

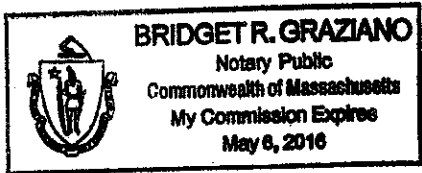
We, the undersigned, being a majority of the Town of Medway Conservation Commission, hereby accept this conservation restriction on behalf of the Town of Medway pursuant to the Commission's vote on May 8th, 2014.

TOWN OF MEDWAY
By its Conservation Commission

Jennifer J. Bruneau

David J. Tondello

[Signature]



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 8th day of May 2014, before me, the undersigned notary public, personally appeared the members of the Conservation Commission for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

Bridget R. Graziano

Notary Public

My commission expires: 5/6/2016

ACCEPTANCE OF DEED

We, the undersigned, being a majority of the Board of Selectmen of the Town of Medway, hereby certify that at a meeting duly held on _____, 2014, the Board of Selectmen voted to approve the grant of the foregoing Conservation Restriction to the Medway Conservation Commission.

Glenn Trindade, Chairman

Richard D'Innocenzo

Dennis Crowley

John Foresto

Maryjane White

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

Notary Public

My commission expires: _____

Subordination of Mortgage

Walpole Cooperative Bank, present holder of a mortgage on property located on West Street, Medway, Massachusetts ("Premises") from Williamsburg Condominium Corporation to Walpole Cooperative Bank, dated October 2, 2009 and recorded with the Norfolk County Registry of Deeds in Book 27111, Page 124, hereby approves of, and subordinates the Mortgage and the obligations secured thereby to the Conservation Restriction covering the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

In Witness Whereof, the said Walpole Cooperative Bank has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by PAUL M. CHAGGARIS its SENIOR VICE PRESIDENT, this day of March, 2014.

Paul M. Chagaris

COMMONWEALTH OF MASSACHUSETTS

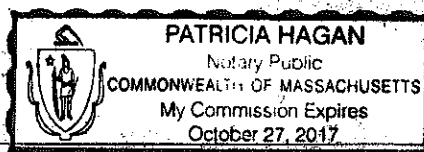
Norfolk, ss.

March 20, 2014

On this day of March, 2014 before me, the undersigned notary public, personally appeared PAUL M. CHAGGARIS, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as SENIOR VICE PRESIDENT of Walpole Cooperative Bank.

Patricia Hagan
, Notary Public

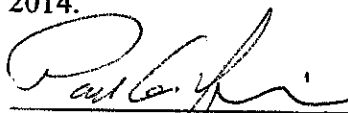
My Commission Expires:



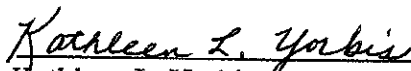
Subordination of Mortgage

Paul G. Yorkis & Kathleen L. Yorkis, present holders of a mortgage on property located on West Street, Medway, Massachusetts ("Premises") from Williamsburg Condominium Corporation to Paul G. Yorkis & Kathleen L. Yorkis, dated January 30, 2012 and recorded with the Norfolk County Registry of Deeds in Book 29602, Page 30, hereby approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

Executed this 14th day of March, 2014.



Paul G. Yorkis



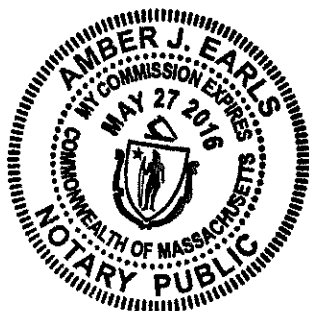
Kathleen L. Yorkis

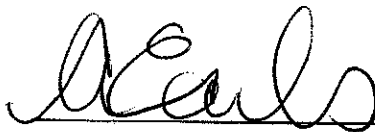
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

March 14, 2014

On this 14th day of March, 2014, before me, the undersigned notary public, personally appeared Paul G. Yorkis and Kathleen L. Yorkis, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.





Notary Public

My Commission Expires: 5/27/2016

APPROVAL BY MEDWAY SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Medway, Massachusetts, hereby certify that at a meeting duly held on January____, 2011, the Board of Selectmen voted to approve the grant of the foregoing Conservation Restriction to the Medway Conservation Commission.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

March ____, 2014

On this ____ day of March, 2014 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were Drivers' Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

, Notary Public
My Commission Expires:

ACCEPTANCE OF CONSERVATION RESTRICTION

We, the undersigned, being a majority of the Town of Medway Conservation Commission, hereby accept this conservation restriction on behalf of the Town of Medway pursuant to the Commission's vote on January _____, 2011.

TOWN OF MEDWAY
By its Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

March ____, 2014

On this _____ day of March, 2014, before me, the undersigned notary public, personally appeared the members of the Conservation Commission for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

Notary Public
My commission expires: _____

(9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.

(10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction was caused by Grantor, is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred by Grantor.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

AGENDA

ITEM #11

Approvals – Intermunicipal Agreement with Town of Millis for Shared Energy Manager, Associated State Contract, and Associated Grant Award (\$50,000)

Associated back up materials attached.

- Intermunicipal agreement between the towns of Medway and Millis relative to shared energy manager
- Notice of Grant Award – MA Department of Energy Resources - \$50,000
- State Contract

Proposed Motion: I move that the Board accept the grant award of a \$50,000 from the Massachusetts Department of Energy Resources for purposes of hiring an Energy Manager to be shared by the towns of Medway and Millis, and further, to authorize the Chairman to execute the Memorandum of Agreement with the Town of Millis for the shared energy manager position and to execute the required State contract with the Massachusetts Department of Energy Resources.

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

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

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

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

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

1. The Town of Medway will appoint and staff an Energy Manager position with duties as outlined in a job description attached hereto as Appendix A; said position description may be amended from time to time by mutual agreement of both Towns.
2. The Town of Millis, acting through its Board of Selectmen, shall appoint a liaison to work with the Energy Manager on provision of service issues.
3. The salaries, benefits, and other compensation paid to the Energy Manager shall be provided under this contract and the Town of Medway Classification and Compensation Plan for Management Employees.
4. The Town of Medway agrees to cover the Energy Manager under its General Liability Policy and indemnify and hold the Town of Millis harmless, including defense claims, for acts in the Town of Medway. The Town of Millis agrees to cover the Energy Manager under its General Liability Policy and indemnify and hold the Town of Medway harmless, including defense claims, for acts in the Town of Millis.
5. The Town of Medway shall assess and bill the Town of Millis the amount of \$15,892.00 for services for the period from July 1, 2014 to June 30, 2015. The assessment shall be billed quarterly, July 15, October 15, January 15 and April 15. Payment shall be made to the Town of Medway within thirty days of receipt of invoice.

With the exception of unemployment compensation, and acts or omissions resulting in actions, charges or suits against the Towns, the maximum financial liability of each Town pursuant to this Agreement shall be the amount appropriated by each Town in fiscal year 2015 for the provision of Energy Manager services contemplated herein. If either Millis or Medway reduces hours of service in current or subsequent fiscal years such that the Energy Manager is eligible for unemployment compensation, then said Town reducing the hours of service shall be responsible for paying for unemployment compensation charges to the Commonwealth of Massachusetts. This provision shall survive the term of this agreement.

6. Medway shall provide the Energy Manager with a cellular telephone with data, text and email access; the cost of which shall be shared by Medway and Millis 50% each.

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

8. The initial term of this agreement shall be from July 1, 2014 to June 30, 2015. Representatives of the Towns shall meet annually, to discuss the provisions of the agreement and make estimates of the costs and assessment for future contract years. The contract terms shall remain in effect until either a new agreement is reached or the agreement is terminated, but in no event shall the term of this contract exceed twenty-five years. This agreement may be amended from time to time by a writing executed by the boards of selectmen of both Towns.

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

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

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

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

Town of Millis:
By its Board of Selectmen

Date: _____

*Agreement for Energy Manager Services
Between The Town of Millis and The Town of Medway
Page 3*

Town of Medway:
By its Board of Selectmen

Date: _____

6/5/2014

ENERGY MANAGER

OVERVIEW

The Energy Manager will perform a variety of responsible professional, technical and administrative work serving as the shared Energy Manager for the towns of Medway and Millis. The full-time Energy Manager will divide time between the designated municipalities and be responsible for the administrative, technical, and supervisory tasks related to the development and implementation of each community's energy policies, practices and projects.

SUPERVISION

The Energy Manager will work under the general direction of the Town Administrators in Medway and Millis and will ensure that management operations are supportive of the instructional goals of the Towns.

The employee works from municipal policies and objectives, establishing short-range plans and goals, and assumes direct accountability for results. Employee consults with supervisor only where clarification, interpretation, or exception to municipal policy may be required. The employee exercises control in the development of departmental policies, goals, objectives.

RESPONSIBILITIES

Develop and administer the Green Communities Program including grant management and reporting to DOER.

Research and apply for renewable energy grant opportunities.

Compile, maintain, and file all energy reports, including State MEI data.

Operate and maintain energy management software such as MassEnergyInsight. Monitor municipal energy consumption and measure energy savings against set energy goals town wide and at the individual project level. Develop immediate action plans and long term strategies for improvement.

Prepare and present regular reports on municipal energy use to various municipal departments and boards/committees.

Serve as liaison with municipal and school Maintenance/Operations departments, their staff, and building occupants in order to provide optimum facility comfort while reducing energy consumption levels.

Work with utility companies to conduct energy audits and implement energy efficiency projects.

Research energy technology, infrastructure and project opportunities to help municipalities achieve energy reduction and sustainability goals.

Develop community outreach programs. Manage programs within specified budget limitations.

Maintain communication and positive relationships with DOER Green Communities Division, Mass Clean Energy Center, MAPC, and other related energy organizations/associations, etc.

Attend monthly evening meetings of the Energy Committees in the respective communities.

Assist other Town staff as necessary in managing the implementation of energy efficiency improvements

QUALIFICATIONS

Education and Experience

Bachelor's degree in Environmental, Mechanical, or Technology Engineering or a related field from an accredited college or university.

A minimum of two years of related professional experience, including development and implementation of energy efficiency and renewable energy programs.

Demonstrated ability to work independently, to assume responsibility, to prioritize and resolve problems, to work under pressure in a fast-paced work atmosphere, to coordinate and manage complex projects, to be flexible to accommodate projects for multiple municipalities.

Excellent interpersonal skills, including the ability to maintain effective working relationships with the business and non-profit community, the public, boards and committees, consultants and employees.

Massachusetts Driver's License and personal vehicle available for work use.

Experience or training in the field of Engineering, Public Administration, Environmental Sciences, Environmental Policy/Management, Urban Planning, Energy Management, or a similar field.

Experience in environmental and energy programs, with knowledge of the latest principles, methods, and techniques of renewable energy and energy efficiency programs.

Experience in research, policy development, grant development and report writing.

Experience in community outreach, marketing and public relations.

High proficiency with Microsoft Word, Excel, and PowerPoint; experience with MassEnergyInsight a plus.

Special Knowledge, Skills, and Abilities

Knowledge and experience in energy management, energy efficiency, renewable energy, and environmental sustainability principles.

Knowledge of laws, rules, and regulations regarding energy procurement practices, the Green Communities Act, and other environmental and renewable energy federal, state and local regulations.

Skill in planning, management, and organization

Ability to communicate effectively both orally and in writing, to establish positive public relations for the municipalities, and to interact effectively with a wide variety of people.

OTHER

The position will function as an employee of the Town of Medway. The Town of Millis will contract with Medway for its needed services.

WORK ENVIRONMENT

Most work is performed in an office environment.

Required to travel regularly and efficiently between participating communities.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Energy Management DATE: 6/10/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Town Administrator & Energy Manager

NAME OF GRANT: Energy Manager Grant

GRANTOR: Mass Department of Energy Resources

GRANT AMOUNT: \$50,000

GRANT PERIOD: 7/1/2014 - 6/30/2015

SCOPE OF GRANT/
ITEMS FUNDED Grant funds will be used toward salary for a full time energy manager position to be shared by the Towns of Medway and Millis.

IS A POSITION BEING
CREATED: Yes

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? no

ARE MATCHING TOWN
FUNDS REQUIRED? yes

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

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

Matching funds will be used for salary, benefits, office supplies, travel, marketing materials, training/workshops, office set-up. act. # 01177011-5111

ANY OTHER EXPOSURE TO TOWN?
None

BOARD OF SELECTMEN:

ACTION DATE _____

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Medway	COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: DOER-ENE
Legal Address: (W-9, W-4,T&C): 155 Village St, Medway, MA 02053	Business Mailing Address: 100 Cambridge St, Ste 1020, Boston, MA 02114
Contract Manager: Dennis Crowley	Billing Address (if different):
E-Mail: bos@townofmedway.org	Contract Manager: Paul Carey
Phone: 508-533-3264 Fax:	E-Mail: Paul.S.Carey@state.ma.us
Contractor Vendor Code: VC6000191877	Phone: 617-626-7372 Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD____ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s):
_____ X _____ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	_____ CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>50,000</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To fund the salary of an Energy Manager and costs associated with activities led by the position.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 1</u> , 2014, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Dennis Crowley</u> Print Title: <u>Chair, Board of Selectmen</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Financial Officer</u>



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject to Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The

Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A; Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to



other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A, specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of

Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



II. COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate

method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.



II. COMMONWEALTH TERMS AND CONDITIONS

possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the

extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

VI. ATTACHMENT C – SCOPE OF GRANT AWARD

COMMONWEALTH OF MASSACHUSETTS SCOPE OF GRANT AWARD AGREEMENT

**By and Between
Massachusetts Department of Energy Resources (DOER)
and
Town of Medway**

SCOPE OF GRANT AWARD

1. Overview:

This Grant Agreement between DOER and the Town of Medway (Town) is to fund the salary of an Energy Manager and shared with the Town of Millis costs associated with activities led by the position in the Towns. Funds are to be spent only in support of Energy Manager's salary and benefits if applicable; Energy Manager's documented vehicle mileage; and energy education materials.

No changes in scope can occur or proceed without prior approval from DOER.

2. Contingencies

Town must provide to DOER's satisfaction, certain information detailed below, and as applicable to the project, as soon as it becomes available.

(#1) Confirmation that all necessary Town approvals have been obtained for the Town to provide match funding as required by the grant application and documentation from Town records that funds have been allocated for this purpose. **Attachment F** provides a template letter for providing this confirmation and documentation.

(#2) Documentation that the Town hired an employee to fill the energy manager position. Please see Attachment E, the minimum requirements for the position.

(#3) Receipt of an Energy Work Plan developed for the Town as part of the progress report due October 17, 2014.

3. Procurement:

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L. c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Disbursement of Funds:

Initial Disbursement: Twenty-five percent (25%) of the award, twelve thousand five hundred dollars and ^{00/100} (\$12,500), will be disbursed by DOER only after (1) the execution of this Grant Agreement and (2) DOER is satisfied that Contingency #1 has been met.

Second Disbursement: Fifty percent (50%) of the award twenty five thousand dollars and ^{00/100} (\$25,000), shall be disbursed upon verification by DOER that contingency #2 has been met.

Third and Final Disbursement: Twenty-five percent (25%) of the award, twelve thousand five hundred dollars and ^{00/100} (\$12,500), shall be disbursed after upon verification by DOER, that contingency #3 has been met.

5. Separate Accounts

The Town shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Town relative to any other enterprise which the Town has engaged in, developed, or administered.

6. Unused funds:

Any funds undisbursed or uncommitted by the Town after July 30, 2015 shall be returned to the DOER within 60 days.

7. Publicity

The Town will coordinate with DOER on all publicity regarding this project.

8. Reporting and Other Required Documentation:

The Town shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller. Guidance may be found at <http://www.mass.gov/osc/guidance-for-agencies/internal-controls.html>

- A. **Reports:** The Town shall file progress and financial reports, unless specifically exempted by DOER. Reports are due by 5pm on October 17, 2014; April 30, 2015; and August 1, 2015.
 - i. The October 17, 2014 report shall include:
 - a. Documentation of payroll information for the Energy Manager; payroll account report or similar.
 - b. Documentation that the Town has a Mass Energy Insight (MEI) registered user; has begun assigning the utility accounts to the proper facilities in MEI; and has begun entering liquid fuel data.
 - c. Documentation that the Energy Manager has met with its gas and/or electric Utility Representatives regarding energy efficiency programs for municipalities.
 - d. An Energy Work Plan for the Town. Work Plans were included in the application materials but it is expected that these will be revised once an Energy Manager is hired. At a minimum, the Work Plan must include:
 - i. Plans for initiation of at least two clean energy projects for a full-time Energy Manager, with one clean energy project in each town.
 - ii. Detailed Plans for energy education and outreach initiatives for the schools and the wider community. As the position is shared across two municipalities, this includes conducting one school-related and one community-wide initiative in each town served resulting in four initiatives total.
 - ii. The April 30, 2015 report shall include
 - a. The progress and status of activities performed in relation to the initial report and the Work Plan, including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and

b. The actual costs incurred to date by the Project, breaking down all costs in such manner as DOER may prescribe

Decisions regarding funding for additional year will be based on this report

(a) A final report of all accounting and work completed shall be due August 1, 2015, and shall include a summary of the results of the work plan; including the results of the clean energy projects completed and energy education and outreach initiatives conducted.

B. All reports above shall be submitted to:

Paul Carey, Green Communities Grant Coordinator, 617-626-7372; Paul.S.Carey@state.ma.us

C. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth and the Town retain the right to make further use of the deliverables.

VII. ATTACHMENT D - BUDGET

Check one: Initial Budget

_____ Budget/Account Amendment. Maximum Obligation before this Amendment: \$

PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: _____

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY15	2000-0113	P01		\$50,000		\$		\$
						\$		\$
						\$		\$
						\$		\$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract	
FISCAL YEAR: <u>2015</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$50,000
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract (or New Total Maximum Obligation if amended)	\$50,000

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

AGENDA ITEM #12

Approval – Grant Award from the Massachusetts Veterans' Services - \$15,000

Associated back up materials attached.

- Notice of Grant Award
- Email from Sarah Soan, Budget Analyst – Department of Veterans' Services dated April 23, 2014

Proposed Motion: I move that the Board approve grant from the Massachusetts Department of Veterans' Services related to the Vietnam War Moving Wall project in an amount of \$15,000

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Veterans Services DATE: 6/3/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: John Givner

NAME OF GRANT: Vietnam War Moving Wall Grant

GRANTOR: Massachusetts Veteran's Services

GRANT AMOUNT: \$15,000

GRANT PERIOD: 6/30/2014

SCOPE OF GRANT/
ITEMS FUNDED Reimbursement of costs incurred to host the Vietnam War Moving Wall
on May 30th through June 3rd 2013

IS A POSITION BEING
CREATED: no

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

ARE MATCHING TOWN
FUNDS REQUIRED? no

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

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

ANY OTHER EXPOSURE TO TOWN?
no

BOARD OF SELECTMEN:

ACTION DATE _____

**DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE GRANT APPROVAL
TO THE TOWN ADMINISTRATOR'S OFFICE FOR APPROVAL BY THE BOS TO EXPEND**

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Medway (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Veterans' Services MMARS Department Code: VET
Legal Address: (W-9, W-4,T&C): 155 Village Street Medway, MA 02053	Business Mailing Address: 600 Washington Street Boston, MA 02111 7 th Floor
Contract Manager: Suzanne Kennedy	Billing Address (if different):
E-Mail: skennedy@townofmedway.org	Contract Manager: Sarah Soan
Phone: 508-400-5870 Fax: 508-533-3200	E-Mail: Sarah.Soan@MassMail.State.MA.US
Contractor Vendor Code: VC6000191877	Phone: 617-210-5784 Fax: 617-210-5755
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): 4MEDWAYVIETMOVINGWAL RFR/Procurement or Other ID Number: Earmark 1410-0010
<p style="text-align: center;"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <u>COMMONWEALTH TERMS AND CONDITIONS (T&C)</u> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>15,000</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Vietnam Veterans Moving Wall Project	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>04/22, 20 14</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 14</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>05/19/2014</u> (Signature and Date Must Be Handwritten At Time of Signature)	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: <u>SUZANNE KENNEDY</u> Print Title: <u>TOWN ADMINISTRATOR</u>	Print Name: <u>Anita Patel</u> Print Title: <u>CFO, VET</u>

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

To Selectman Dennis Crowley:

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

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

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

Thank you,

Sarah K. Soan

Budget Analyst

Department of Veterans' Services

600 Washington Street

Boston, MA 02111

Tel: (617) 210-5784

Sarah.Soan@MassMail.State.MA.US

www.mass.gov/veterans

Suzanne Kennedy

From: Suzanne Kennedy
Sent: Wednesday, April 23, 2014 12:20 PM
To: 'Soan, Sarah (VET)'
Subject: RE: Grant Contract - Vietnam Veterans Moving Wall Project

Hi Sarah,
Thanks for promptly getting back to me. Our Town Accountant is on vacation leave and the individual responsible for coordinating the Moving Wall is assembling the remaining unpaid invoices.

I will US Mail and email the executed contract, invoice template and invoices as soon as all the invoices are collected, reviewed and approved by the Town Accountant.

Thanks for your help!

Suzanne

From: Soan, Sarah (VET) [mailto:sarah.soan2@state.ma.us]
Sent: Wednesday, April 23, 2014 11:46 AM
To: Suzanne Kennedy
Subject: Grant Contract - Vietnam Veterans Moving Wall Project

Hello Suzanne,

Per our phone conversation, I'm sending over the standard contract and FY2014 invoice template for you to review, sign and return the original copies while maintaining copies for your own records.

Please note that the contract is a reimbursement contract for costs incurred from 07/01/2013 through 04/22/2014, and any costs incurred after the effective date will not be considered for payment. The attached FY2014 invoice template may be used to break out the reimbursement amounts with the submittal of supporting invoices/documents.

Please let me know if you have any questions.

Thank you,

Sarah K. Soan
Budget Analyst
Department of Veterans' Services
600 Washington Street
Boston, MA 02111
Tel: (617) 210-5784
Sarah.Soan@MassMail.State.MA.US
www.mass.gov/veterans

AGENDA

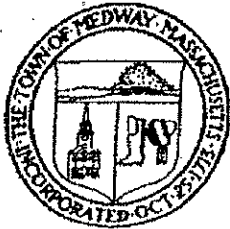
ITEM #13

Approval – One Day Entertainment License – Medway VFW Auxiliary – July 12, 2014

Associated back up materials attached.

- Application for One Day Entertainment License
- Property permission notice granted by Medway VFW Post 1526
- Memorandum from Police Chief Allen Tingley dated June 10, 2014

Proposed Motion: I move that the Board approve a One Day Entertainment license for the Medway VFW Auxiliary's outdoor music festival scheduled for July 12, 2014 with the proviso that all the conditions set forth in Police Chief Tingley's memorandum of June 10, 2014 are met and contingent upon Board of Health approval.



Town of Medway

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

APPLICATION FOR EXHIBITION, SHOW OR AMUSEMENT LICENSE LIVE ENTERTAINMENT

Yearly License _____ Seasonal _____ One-day X
Please submit at least 2 weeks prior to event

April 28, 2014
Date

Name of Applicant/Organization Medway V.F.W.

Address of Applicant 123 Holliston St.

Social Security #: Non-Profit. or Federal ID #: _____

Telephone 508-533-6048 FAX _____ E-Mail _____

Location of Event Medway V.F.W. Softball field.
(1. Floor Plan/Site Plan and 2. Written permission of property owner must be submitted with application)

Describe entertainment to be conducted Outdoor Music Festival.

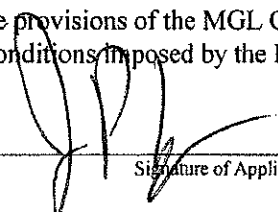
Date of event(s) July 12, 2014 Hours of event(s) 12-9.

Approximate number of people expected 400.
(Over 500 people - Applicant must submit parking plan)

- Food Permits - Contact Board of Health for requirements 508- 533-3206
- Fire Details-Permits - Contact Fire Department for required permits 508-533-3213
- Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253
- Police Details - Contact Police Department - Safety Officer - 508-533-3212

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

The event(s) shall be conducted in accordance with the provisions of the MGL Chapter 140, Section 181 or 183A and all amendments thereof and the terms and conditions imposed by the Board of Selectmen.




Signature of Applicant

Approved: POLICE DEPARTMENT see attached memo from Chief
Date _____

N/A BOARD OF HEALTH _____ Date _____

N/A BUILDING DEPARTMENT OK. Tents need permits Date Jan 5/30/14

N/A FIRE DEPARTMENT  Date 6/10/14



VETERANS OF FOREIGN WARS OF THE U.S.
MEDWAY POST NO. 1526
123 Holliston Street
P.O. Box 319
Medway, Massachusetts 02053

TO WHOM IT MAY CONCERN:

THE VFW MENS AUXILIARY HAS THE PERMISSION

OF THE MEDWAY POST 1526 VFW TO USE OUR

FACILITY TO HOLD A FUNCTION ON JULY 12, 2014

Workman's Comp # 3052233

VETERANS OF FOREIGN WARS OF THE UNITED STATES



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

June 10, 2014

To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Medway VFW- Live Entertainment License- Music Festival

I have reviewed the application for the Medway VFW'S live entertainment license request to hold an outdoor music festival, scheduled for Saturday July 12, 2014, starting at 12 PM and ending at 9:00 PM. The event would be held in the rear of the VFW on the softball field.

In speaking with the applicant John Ryder, I found they anticipate having eight bands performing during the day and the bands should be finished by 8PM. I also found the outdoor bar will be opening during the music festival and they will be selling beer and wine.

The bar will be staffed by bartenders from the Medway VFW staff, who are certified alcohol servers

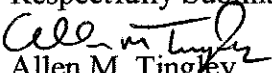
I was also informed that the organization has received permission from Monsignor Moran to use the parish center on Holliston Street to handle any overflow parking that might occur. The organization is planning on hiring a bus to transport individuals from the parish center to the VFW and back again.

I would approve the issuing of the entertainment license with the following conditions.

There will be no on-street parking on either side of Holliston Street, Lovering Street, Coffee Street, Virginia Rd, Morningside Rd, Shamrock Ln and Redgate Rd.

Three detail officers will be hired for duration of the event.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

AGENDA

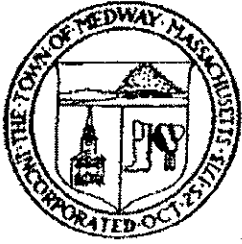
ITEM #14

Approval – Medway Community Farm – 5K Fundraiser – June 21, 2014

Associated back up materials attached.

- Application for Public Event
- Memorandum from Police Chief Tingley dated June 9, 2014

Proposed Motion: I move that the Board approve the 5K Fundraiser for the Medway Community Farm scheduled for June 21, 2014 with the proviso that all the conditions set forth in Police Chief Tingley's memorandum of June 9, 2014 are met.



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

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

Date: 6-6-2014 _____

Applicant Name: Jeanne Raffa

Applicant's Organization: Medway Community Farm

Contact Name: Jeanne Raffa

Address: 50 Winthrop St Medway

Telephone # 508-404-0833 Email: jraffa@medway communityfarm.org

Date and Hours of Event: June 21 ,2014 8am-11am

Location of Event: (Must provide written permission of property owner)

 Medway High School 88 summer st Medway

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

Adams st to Summer st to Lovering to Winthrop to Adams

[Attach map of route]

Description of Event and Proposed Activities:

5k Fundraiser for Medway Community Farm

Expected Number and Type of Participants (persons, animals, vehicles): 150 people

Audience/Spectator Estimate: 150

Describe all crowd control, traffic control, or other safety measures: _____

Police detail hired

Insurance Information: _____

Issuing Company: farm family insurance

Public Liability Coverage Limit:
\$1,000,000

Requirements:

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

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

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

Applicant, By: _____
Signature Title

Jeanne Raffa
Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2013

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

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

PRODUCER FRANK BINGHAM INSURANCE 875 PROVIDENCE HWY, L-10 DEDHAM, MA 02026 DEDHAM, MA 02026	CONTACT NAME:	
	PHONE (AC, No, Ext): 781-326-2002	FAX (AC, No): 781-326-1874
	E-MAIL ADDRESS: FRANK.BINGHAM@VERIZON.NET	
INSURED MEDWAY COMMUNITY FARM INC 50 WINTHROP STREET MEDWAY, MA 02053-2327	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FARM FAMILY CASUALTY	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

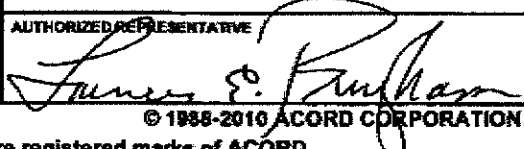
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2001C5153	07/10/2013	07/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 100,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2001B1440	07/10/2013	07/10/2014	EACH OCCURRENCE \$ AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SFP 10			2011G1408	07/10/2013	07/10/2014	FARM LIABILITY 2,000,000

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

JOB: FARMERS MARKET

CERTIFICATE HOLDER CANCELLATION

VCE AND HINES 350 CAMPUS DR. MARLBOROUGH, MA 01752	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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FARM FAMILY CASUALTY INSURANCE COMPANY
Issuing Office - P.O. Box 656 • Albany, New York 12201-0656
SPECIAL FARM PACKAGE "10"*
COVERAGE SELECTION PAGE

Cycle No.:382

Policy No.: 2011G1408

Agent No.: 1710
FRANCIS E BINGHAM
875 PROVIDENCE HWY STE L10
DEDHAM MA 02026-6826

Name and Mailing Address of First Insured:

Agent Phone No.: 781/326-2002

MEDWAY COMMUNITY FARM INC
50 WINTHROP ST
MEDWAY MA 02053-2327

The Insured is: **A CORPORATION**
Transaction Type: **RENEWAL**
Policy Period: From **07/10/2013** To **07/10/2014**

Type of Farming: **VEGETABLE**
Transaction Effective:**07/10/2013**
12:01 A.M. Standard Time

	Total Limit of Liability	Total Division Premium	Net Addtl/Rtn Premium
Division III - Farm Personal Property		\$87.00	
Section A - Livestock	\$0		
Section B - Farm Machinery	\$10,500		
Section C - Farm Products, Supplies and Tools	\$5,000		
Optional Coverages	- N/A -		
Division V - Liability		\$354.00	
General Aggregate	\$2,000,000		
Products/Completed Operations Aggregate	\$2,000,000		
Each Occurrence	\$1,000,000		
Section B - Medical Expenses	\$5,000 PER PERSON		
Section C - Farm Chemical Transportation	\$25,000 AGGREGATE		
Section D - Fire Legal Liability	\$100,000 PER OCCURRENCE		
Section E - Limited Farm Pollution Liability	\$50,000 AGGREGATE		
Section F - Personal Injury, Advertising Injury	\$1,000,000 PER PERSON/ORGANIZATION		
Optional Coverages	SEE SCHEDULE		
 TOTAL ANNUAL PREMIUM		 \$441.00	

A 4% Renewal Credit is Included in Your Policy Premium.

The Coverage Selection Pages, Schedules and These Forms and Endorsements Make Up Your Complete Policy:

SF00010709 SF00020498 SF00030709 SF03010195 SF05010709 SF05090195 SF05490203 SF08170203
SF08340207 SF08390709 SF07040511 SF15020810 F199020108

Countersigned By: _____



FARM FAMILY CASUALTY INSURANCE COMPANY
 Issuing Office - P.O. Box 656 • Albany, New York 12201-0656

SPECIAL FARM PACKAGE "10"[®]
SCHEDULE OF FARM PERSONAL PROPERTY

Cycle No.: 382

Policy No.: 2011G1408 Policy Effective Date: 07/10/2013 Transaction Effective Date: 07/10/2013

Item No.	Description	Peril Group	Deductible	Limit of Liability	Premium	Additional/Return Premium
SECTION B - FARM MACHINERY						
64720100	SPECIFIC MACHINERY 472 -1.00	10	\$ 500	\$10,500	\$58.00	
64720101	1987 FORD TRACTOR F-1700, SER#U70703			\$3,500		
64720102	'88 YANMAR336D MO#3T84AN SER#43234/A2582			\$7,000		
SECTION C - FARM PRODUCTS, SUPPLIES & TOOLS						
60000101	BLANKET FARM PRODUCTS, SUPPLIES AND TOOLS ** 475 -1.00	05	\$ 500	\$5,000	\$29.00	
TOTAL SECTION A LIVESTOCK					\$0	
TOTAL SECTION B FARM MACHINERY					\$10,500	
TOTAL SECTION C FARM PRODUCTS, SUPPLIES & TOOLS					\$5,000	
TOTAL PREMIUM -					\$87.00	

** FARM PRODUCTS, SUPPLIES & TOOLS-EXCLUDING SILAGE



FARM FAMILY CASUALTY INSURANCE COMPANY
 Issuing Office - P.O. Box 656 • Albany, New York 12201-0656
SPECIAL FARM PACKAGE "10"
SCHEDULE OF LIABILITY

Cycle No.: 382

Policy No.: 2011G1408 Policy Effective Date: 07/10/2013 Transaction Effective Date: 07/10/2013

Item No.	Description	Limit of Liability	Premium	Additional/Return Premium
	GENERAL AGGREGATE	\$2,000,000		
	PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000		
	EACH OCCURRENCE	\$1,000,000		
	SECTION B - MEDICAL EXPENSES	\$5,000	PER PERSON	
	SECTION C - FARM CHEMICAL TRANSPORTATION	\$25,000	AGGREGATE	
	SECTION D - FIRE LEGAL LIABILITY	\$100,000	PER OCCURRENCE	
	SECTION E - LIMITED FARM POLLUTION LIABILITY	\$50,000	AGGREGATE	
	SECTION F - PERSONAL/ADVERTISING INJURY	\$1,000,000	PER PERSON/ORGANIZATION	
	FARM LIABILITY - INCLUDING PRODUCTS			
80000102	101- -04- - - 20000- -1.00		\$	354.00
	TOTAL		\$	354.00
	INSURED PREMISES			
10020100	LOC #02 50 WINTHROP STREET MEDWAY, MA 103- -			
10030100	LOC #03 42-44 ADAMS STREET 103- -			
10040100	LOC #04 148 LOVERING STREET 103- -			
	OPTIONAL COVERAGES			
	ADDITIONAL INSURED - LESSOR OF PREMISES:			
80000103	TOWN OF MEDWAY 155 VILLAGE STREET MEDWAY MA 02053 DESCRIPTION-OWNER OF PROPERTY 135- -			
	TOTAL		\$	0.00
	TOTAL PREMIUM -			\$354.00



Transaction Effective: 07/10/2013



POLICY NUMBER: 2011G1408

ENDORSEMENT INDEX

SFP "10" POLICY - AGREEMENT, DEFINITIONS, GENERAL POLICY CONDITIONS AND GENERAL POLICY EXCLUSIONS	SF 0001 0709
SFP "10" POLICY - PROPERTY CONDITIONS DIVISIONS I, II, III, AND IV - PERIL GROUPS & PERILS INSURED AGAINST	SF 0002 0498
SFP "10" LIABILITY CONDITIONS DIVISION V	SF 0003 0709
DIVISION III - FARM PERSONAL PROPERTY	SF 0301 0195
DIVISION V - LIABILITY	SF 0501 0709
ADDITIONAL INSURED -- LESSOR OF PREMISES	SF 0509 0195
MOLD LIABILITY EXCLUSION	SF 0549 0203
LIMITED MOLD PROPERTY COVERAGE	SF 0617 0203
SPECIAL CAUSE OF LOSS DEDUCTIBLES WITH HURRICANE EXCEPTION	SF 0634 0207
EXTENSIONS OF COVERAGE BY DIVISION	SF 0639 0709
MASSACHUSETTS - SPECIAL AMENDATORY ENDORSEMENT	SF 0704 0511
SPECIAL AMENDATORY ENDORSEMENT RAW MILK AND RAW MILK PRODUCTS EXCLUSION	SF 1502 0810
TERRORISM RISK INSURANCE ACT DISCLOSURE NOTICE	FI 9902 0108



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

June 9, 2014


To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Medway Farm 5K Road Race Fundraiser

I have reviewed the running route, mapped out for the Medway Farms 5K road race, scheduled for June 21, 2014. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race.

Respectfully Submitted,


Allen M. Tingley
Chief of Police

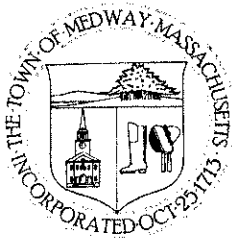
AGENDA

ITEM #15

Discussion – Food Truck Operation – Choate Park

Associated back up materials attached.

- Approval letter granted by Parks & Recreation Commissioners to William and Michelle DaCruz
- Email from Dave Damico, DPS Deputy Director, dated June 11, 2014
- Email from Town Counsel dated June 12, 2014
- Related photos



Town of Medway
Board of Park & Recreation Commissioners
155 Village Street
Medway, Massachusetts 02053
(508) 533-3275 508-321-4985 (Fax)

Sean Murphy Ross Rackliff Robert Reagan, Jr.

June 3, 2014

William and Michelle DaCruz
9 Cottage Street # 8
Medway, MA 02053

Re: Approval to Operate Food Service Vehicle
 Choate Park

Dear Mr. & Mrs. DaCruz:

At its regularly scheduled public meeting on May 28, 2014, the Medway Parks & Recreation Commissioners voted to approve your operation of a food service vehicle at Medway's Choate Park. This approval is on a three month trial basis and comes with the following stipulations and restrictions:

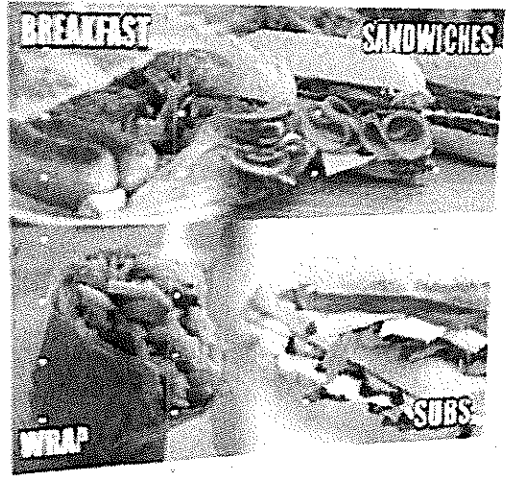
1. Approval shall expire on September 1, 2014. Permit may be extended for additional time with proper application to the Board. Approval may also be revoked if the Board feels you are in violation of any of the included stipulations.
2. Certain dates may be restricted by the Department of Public Services (DPS). The DPS will inform you of certain dates and/or times where operation of the food service vehicle is prohibited. As much early notice as possible will be given, but a minimum of 48 hours notice is expected.
3. The food service vehicle shall be located on the southwest side of the Choate Recreation Building. The vehicle may be parked overnight for the duration of this approval. The Park & Recreation Commission has informed the owners of potential vandalism in this area. Should the vehicle be left overnight, the owners do so at their own risk. The Town of Medway will not be held responsible for any damages.
4. The owner shall pay all electric charges incurred for operations. The DPS shall invoice the owners separately on a monthly basis for electric costs.
5. Operations shall be limited to Monday through Saturday from 11:00 am to 8:00 pm. No Sundays. Operation on holidays is allowed subject to restrictions as noted above.
6. All trash shall be collected and removed from the site daily. Use of the Town's trash receptacles is prohibited.
7. The owners shall be subject to any other requirements as set forth by the Department of Public Services.
8. This approval is valid only while the owners have a valid permit for operations from the Medway Board of Health.

On behalf of the Medway Parks & Recreation Commissioners,

David D'Amico
DPS Deputy Director
Medway Department of Public Services

CC: Stephanie Bacon, Board of Health Agent

One Cup of Coffee 



508-282-1780 to

Best way
t your day!

HOURS SCHEDULE

OPEN TUESDAY THRU

SATURDAY 2-8 PM

SPECIAL

FISH & CHIPS

WHOLE BREAD SLIMS

BURGERS

CHEESEBURGERS

AND MUCH MORE

THANK YOU

AGENDA ITEM #16

FY2015 Board/Commission/Committee (Re)Appointments

Associated back up materials attached.

- FY2015 Matrix

Proposed Motion: I move that the Board approve the reappointments to the various boards, commissions and committees as set forth in the FY2015 Matrix.

BOARD	FY2015				
	Openings	Name	Action Needed	TERM EXP DATE	Term Length
Representative to Charles River Pollution Control District	1	Paul DeSimone	Reappoint for a three year term	6/30/2014	3 yrs Yes
Representative to Metropolitan Area Plan Council	1	Andrew Rodenhiser	Reappoint for a one year term	6/30/2014	1 yr Yes
Representative to SWAP, Citizen-at-large	1	Paul Yorkis	Reappoint for a one year term	6/30/2013	1 yr Yes
Affordable Housing Committee	4	Robert Ferrari	Reappoint for a two year term	6/30/2014	2 yrs Yes
		John Maguire	Reappoint for a two year term		Yes
		Teresa O'Brien	Reappoint for a two year term		Yes
		Vacant (2)	Advertise two vacancies		Yes
Affordable Housing Trust	4	Judi LaPan	Reappoint for a two year term	6/30/2014	2 yrs Yes
		John Maguire	Reappoint for a two year term		Yes
		Ann Sherry	Reappoint for a two year term		Yes
		Vacant (to replace Michael Heineman)	Advertise for one vacancy		Yes
Board of Assessors	2	William Oldmixon	Reappoint for a three year term	6/30/2014	3 yrs Yes
		Vacant (to replace J. McKeirnan)	Advertise for one vacancy		Yes
Board of Registrars	1	Christine Lorenzen	Reappoint for a three year term	6/30/2014	3 yrs Yes
Capital Improvement Program Comm	2	Vacant (2)	Advertise for two vacancies	6/30/2014	4 yrs

Cemetery Commission	3			6/30/2014	1 yr	
		Bruce Hamblin	Reappoint for one year term			Yes
		Jeanne Johnson	Reappoint for one year term			Yes
		Vacant? (No response Pierre-Louis)	Advertise for one vacancy?			
Community Preservation Committee	1			6/30/2014	3 yrs	
		James Wieler (At large)	Reappoint for a three year term			Yes
Conservation Commission	1			6/30/2014	3 yrs	
		Ken McKay	Reappoint for a three year term			Yes
Council on Aging	5			6/30/2014	3 yrs	
		Nanette Glenny	Reappoint for a three year term			Yes
		Siri Krishna Khalsa	Reappoint for a three year term			Yes
		Charlene Saunders	Reappoint for a three year term			Yes
		Francis Saunders	Reappoint for a three year term			Yes
		Mary Lou Staples	Reappoint for a three year term			Yes
Department of Public Services Facility Study Department	7			6/30/2014	1 yr	
		Mark Diebus	Reappoint for a one year term			Yes
		Peter Manning	Reappoint for a one year term			Yes
		John Robinson	Reappoint for a one year term			Yes
		Robert Tucker	Reappoint for a one year term			Yes
		Vacant (3) (No response - Bevilacqua or Ellsworth. Jeffrey Devolder - would continue if committee work begins.**)	Advertise three vacancies?			
Educational Fund Committee	4			6/30/2014	3 yrs	
		Melinda Peden	Reappoint for three year term;			Yes
		Vacancies (Joann Bruce plus 2)	Advertise three vacancies			
Evaluation of Parks, Fields and Recreational Areas	6			6/30/2014	1 yr	
		Mark Diebus	Reappoint for a one year term			Yes
		Richard D'Innocenzo	Reappoint for a one year term			Yes
		Michael Francis	Reappoint for a one year term			Yes
		Robert Pearl	Reappoint for a one year term			Yes

		Robert Reagan Jr.	Reappoint for a one year term			Yes
		Ross Rackliff	Reappoint for a one year term			Yes
Historical Commission	2			6/30/2014	3 yrs	
		Paul Russell	Reappoint for a three year term			Yes
		Vacant? (No response Pierre-Louis)	Advertise for one vacancy?			
Medway Christmas Parade Committee	3			6/30/2014	3 yrs	
		Richard Parrella	Reappoint for a three year term			Yes
		Allen Tingley	Reappoint for a three year term			Yes
		Vacant? (No response Guyette)	Advertise for one vacancy?			
Medway Cultural Council	3			6/30/2014	3 yrs	
		Susan Chase	Reappoint for a three year term			Yes
		Sandra Dobday	Reappoint for a three year term			Yes
		Vacant (to replace Audrey Ritter)	Appoint Peter Monego			
Medway Pride Day Committee	5			6/30/2014	1 yr	
		Susan Alessandri	Reappoint for a one year term			Yes
		Karen Maxwell	Reappoint for a one year term			Yes
		Vacancies (to replace Caroline Fletcher plus 2)	Advertise three vacancies			
Memorial Committee	9			6/30/2014	1 yr	
		Peter Ciolek	Reappoint for a one year term			Yes
		Douglas Downing	Reappoint for a one year term			Yes
		John Larney	Reappoint for a one year term			Yes
		Michael Matondi	Reappoint for a one year term			Yes
		Richard Parrella	Reappoint for a one year term			Yes
		Robert Saleski	Reappoint for a one year term			Yes
		Francis Saunders	Reappoint for a one year term			Yes
		Allen Tingley	Reappoint for a one year term			Yes
		Paul Trufant	Reappoint for a one year term			Yes
		Richard Keough (honorary)				Yes
Thayer Property Governance Committee	3			6/30/2014	1 yr	
		Dennis Crowley	Reappoint for a one year term			Yes

		John Foresto	Reappoint for a one year term			Yes
		Carl Rice	Reappoint for a one year term			Yes
Town Wide Energy Committee	2					
		Shelley Wieler	Reappoint for a four year term	6/30/2014	4 yrs	
		Vacant (Charles Myers)	Advertise one vacancy			Yes
Zoning Board of Appeals	2					
		David Cole	Reappoint for a three year term	6/30/2014	3 yr	
		Vacant (Arlene Doherty)	Appoint William Kennedy			Yes

AGENDA ITEM #17

FY2015 Board of Selectmen Liaison Designations

Associated back up materials attached.

- FY2014 liaison designation list

Board of Selectmen
Liaison Positions
FY 2014

Affordable Housing Commission	Glenn Trindade
Affordable Housing Trust	Glenn Trindade
Board of Assessors	Dennis Crowley
Board of Health	Richard D’Innocenzo
Board of Library Trustees	John Foresto
Board of Registrars	Maryjane White
Cable Advisory Committee	John Foresto
Capital Improvement Planning Committee	Dennis Crowley
Community Preservation Committee	Maryjane White
Conservation Commission	Glenn Trindade
Constables	John Foresto
DPS Facility Study Committee	Glenn Trindade
Economic Development Board	Maryjane White
Finance Committee	Dennis Crowley
GATRA	Maryjane White
Housing Authority	Richard D’Innocenzo
MBTA Advisory Board	Richard D’Innocenzo
Medway Community Farm	Glenn Trindade
Medway School Building Committee	Dennis Crowley
Norfolk County Advisory Board	Maryjane White
Open Space	Glenn Trindade
Park Commission	Richard D’Innocenzo
Planning and Economic Development Board	Glenn Trindade
School Committee Rep	Dennis Crowley
	Richard D’Innocenzo
SWAP	Glenn Trindade
Town Clerk	Maryjane White
Town Counsel	Glenn Trindade
Town Moderator	Glenn Trindade
Town Wide Energy Committee	John Foresto
Tri County Vocational School	Glenn Trindade
Water & Sewer Commission	Dennis Crowley
Zoning Board of Appeals	Glenn Trindade

AGENDA

ITEM #18

Action Items from Previous Meetings

Associated back up materials attached.

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/S. Kennedy	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	4/1/2013	Speak with owner of Oakland St property re: possible park extension	G. Trindade	In process
5	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.)	BOS	begin no later than 9/16/14
6	2/24/2014	Report on unaccounted for water	T. Holder	6/1/14

AGENDA

ITEM #19

Approval of Warrants

Warrants to be provided at meeting.

AGENDA ITEM #20

Approval of Minutes

Associated back up materials attached.

- Minutes from March 4, 2014 BOS meeting
- Minutes from March 15, 2014 BOS meeting
- Minutes from March 17, 2014 BOS meeting
- Minutes from March 18, 2014 BOS meeting
- Minutes from March 24, 2014 BOS meeting
- Minutes from April 15, 2014 BOS meeting
- Minutes from May 12, 2014 BOS meeting
- Minutes from May 19, 2014 BOS meeting

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

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

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

6 **March 4, 2014 at 7:00 p.m.**

7 **Town Administrator's Conference Room, 155 Village Street**

8
9 **Present: Chairman Glenn Trindade; Selectmen John Foresto, Dennis Crowley,**
10 **Richard D'Innocenzo, and Maryjane White; and Town Administrator Suzanne**
11 **Kennedy.**

12
13 At 7:00 p.m., Chairman Trindade called the meeting to order and led in the Pledge of
14 Allegiance.

15
16 **Public Comments:** None

17
18 **Special & Annual Town Meeting Warrants Review & Discussion:** The Board
19 discussed the timeline for finalizing the warrants. Administrator Kennedy reported that
20 the warrants need to be sent out for printing the week of April 11th. The Board needs to
21 submit its final approvals by March 23, 2014 so that the Finance Committee has time to
22 review them before its Public Hearing on April 2, 2014. The Board also discussed the
23 possibility of needing to use operational reserve account funds to cover the budget policy
24 gap. There is approximately a \$43,000 deficit. The Board reviewed and discussed the
25 articles for the Special and Annual Town Meeting warrants.

26
27 **Special Town Meeting Warrant Discussion:**

28
29 Article 1 (Appropriation: Snow & Ice Deficit) – DPS Director Tom Holder estimates that
30 the Town will exceed its snow and ice removal budget by about \$250,000.

31
32 Article 2 (Appropriation: OPEB Trust Account) – There is approximately \$50,000 in the
33 Other Post-Employment Benefits (OPEB) trust account. Bond rating agencies pay very
34 close attention to the status of this account. The auditor advised the Town to improve the
35 status of this account. It was strongly recommended that the Board of Selectmen create a
36 policy identifying a dedicated funding stream. Administrator Kennedy added that the
37 Town of Franklin contributes 10% of its free cash annually to its OPEB trust account.

38
39 **Chairman Trindade moved that the Board of Selectmen establish a policy where the**
40 **Town will contribute \$50,000 of free cash annually to the Other Post-Employment**
41 **Benefits (OPEB) trust account; Selectman Foresto second; Discussion: Selectman**
42 **Crowley disagreed that the funding stream should be limited to free cash because**
43 **the free cash amount fluctuates from year to year. Selectman Crowley prefers that**
44 **this be added as a line item in the operational budget. The Board agreed to use free**

DRAFT

1 **cash this year and revise the policy next year to include it as a line item; 4-1-0**
2 **(Crowley nay).**

3
4 Article 3 (Budget Transfer to Street Acceptance Account) – Administrator Kennedy
5 explained that the street acceptance work will not be completed in time for the Annual
6 Town Meeting. They are hoping to put it on the Fall Town Meeting warrant. They
7 believe they have enough money to address the issues with Azalea Drive.

8
9 Article 4 (Budget Transfer: Economic Development) – Administrator Kennedy reported
10 that there is approximately \$79,000 remaining in the FY14 Economic Development
11 budget. The FY15 budget includes \$100,000 for this item, which will cover salary,
12 supplies, and consulting services.

13
14 Article 5 (Budget Transfer: Consulting Services-Permitting) - \$5,000 remains in the
15 Health Department’s Professional Technical Services account. These funds were going
16 to be used to fund a regional nurse position but this project did not move forward. The
17 funds will be used to purchase electronic permitting and mapping software.

18
19 Article 6 (Budget Transfer to Thayer Homestead Revolving Account) – There is about
20 \$20,000 remaining in the FY14 Thayer Homestead budget. A Thayer Homestead
21 Revolving Account will be established and the surplus will be transferred into it. Town
22 Counsel has reviewed and approved the article language.

23
24 Article 7 (Budget Transfer: Legal Services) – Three utility companies have applied for
25 tax abatements, including NStar and Columbia Gas. The funds will be used for legal
26 services related to potential appellate tax cases. This year’s period to file an abatement
27 has ended. Exelon has not filed an abatement to date.

28
29 Article 8 (Budget Transfer: Redevelopment Authority) – The Board needs to make
30 appointments to the Redevelopment Authority. There is legal work that needs to be done
31 involving potential takings.

32
33 Article 9 (Prior Year Bills) – This is a travel reimbursement request from a Board
34 member for \$210.

35
36 Administrator Kennedy noted that funds to address the zoning bylaw reorganization have
37 not been figured into the budget. She anticipates the cost to be about \$20,000. The
38 consultant that was hired to address this matter is recommending that no bylaw changes
39 are brought forward until the reorganization is complete. Administrator Kennedy will
40 forward the consultant’s proposal to the Board for their review.

41 42 **Annual Town Meeting Warrant Discussion:**

43
44 Article 1 (ESCO Stabilization Reserve Transfer: FY15 Operating Budget) – Town
45 Accountant Carol Pratt said they are drawing down the account. The amount of \$48,846

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1 was incorporated into the FY15 budget. The Board asked for the balance of the ESCO
2 Stabilization Fund.

3
4 Article 4 (Sewer Stabilization Transfer to Sewer Enterprise Fund) – Town Accountant
5 Carol Pratt said that the Town will not need to make this transfer because additional
6 residents have paid off their sewer betterment assessments. The article can be removed
7 from the warrant.

8
9 Article 7 (Appropriation: Department of Public Services Facility Feasibility Study) –
10 DPS Director Tom Holder explained that the \$40,000 would be used to update the DPS
11 Facility Feasibility Study that was completed several years ago. The Board said they
12 would instead like the money be made available to the DPS Facility Committee so they
13 can retain professional services as questions arise. Everyone agreed that it is important
14 for DPS and the committee to collaborate on this project. The Board said this item needs
15 to be discussed further and the article language needs to be revised so that it is clear the
16 funds are to be used to support the DPS facility project and not the study.

17
18 Article 8 (Appropriation: FY15 Ambulance Enterprise Fund) – Treasurer/Collector
19 Melanie Phillips said revenue is 11% higher than this time last year but 7.6% behind
20 where they would like to be. Last year \$167,000 was transferred into this account. This
21 year approximately \$216,000 is being transferred. She said there will be a point in the
22 future where the expenses exceed the revenue.

23
24 Article 10 (Free Cash Appropriation: Capital Improvement Stabilization Fund) – They
25 are contemplating adding \$400,000 of free cash into this fund. The funds may be used to
26 partially fund the DPS facility project. The Board needs to review the DPS facility
27 funding scenarios in greater detail. It is possible that the general fund can support the
28 debt service. Administrator Kennedy said that she would recommend putting free cash
29 into the Capital Improvement Stabilization Fund even if it is not needed to support the
30 DPS facility.

31
32 Article 11 (Capital Project: Construct Athletic Fields – CPC Funds) – The language
33 needs to be revised to include “appropriate, borrow, or transfer.” The Board said they
34 will need a firm number for the Annual Town Meeting.

35
36 Article 13 (Borrowing: Capital Projects – Water Enterprise) – There is approximately
37 \$195,000 in retained earnings in the water enterprise fund. They are planning to purchase
38 a gate valve vacuum box in the amount of \$15,411 that will allow them to do system
39 maintenance. It was decided that the funds will be taken out of retained earnings instead
40 of borrowed.

41
42 Article 14 (Capital Item: Sewer Enterprise) – Approximately \$200,000 will be used to
43 implement the findings from the Inflow and Infiltration (I & I) Study that was performed
44 last year relative to the Black Swamp. Mr. Holder reported that there has been a decrease
45 in I & I at the Chicken Brook interceptor as a result of the work that was done there
46 several years ago.

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1 The Board said they would like to meet with the Charles River Pollution Control District
2 in the near future. Mr. Holder reported that he will be meeting with them on March 19
3 and March 26. He will forward the meeting information to the Board.

4
5 Article 15 (Repurpose Unissued Balance Art. 19 of December 2, 1996 Town Meeting) –
6 The Board asked if the \$40,000 being rescinded could be added to the \$200,000 in
7 Article 14.

8
9 Article 16 (Appropriation for Middle School Improvements: Unexpended Balances of
10 Monetary Articles) – The Town will reprogram the unexpended balance from the Middle
11 School renovation project. There is approximately \$450,000 and it will be used to repair
12 the Middle School parking lot. Bond Counsel has submitted revised article language.

13
14 Article 17 (Appropriation for Town Hall Renovation: Unexpended Balance of Monetary
15 Article) – Town Hall staff have requested funds to change some of the office
16 configurations and make improvements. The Board asked for additional details,
17 including cost.

18
19 Article 18 (Appropriation for Fire Apparatus: Unexpended Balance of
20 Monetary Article) – Fire Chief Lynch explained that the air compressor at Fire Station 1
21 that is used to fill the air tanks is broken. The compressor was bought in 1990 when the
22 fire station was built. Chief Lynch got quotes to repair it and it is at least \$5,000 but the
23 compressor is almost 25 years old and has exceeded its useful life. Chief Lynch included
24 this item in his capital requests for FY16. There is approximately \$31,000 of unexpended
25 balance from Article 8 of the May 13, 2013 Special Town Meeting, which would be put
26 towards the purchase of a new compressor. The cost of a new compressor is about
27 \$40,000. They will need to find another source for the remaining amount. The tanks are
28 used at all fires and for training. The Milford Fire Department filled Medway Fire
29 Department's air tanks at the scene of the last fire.

30
31 Article 19 (Appropriation for Choate Park Improvements: Unexpended Balances of
32 Monetary Articles) – These funds need to be used for work performed relative to the dam
33 at Choate Park.

34
35 Article 20 (Appropriation: GATRA Revolving Fund) – Director of the Council on Aging
36 Missy Dzikczek reported that commuters who use the bus are asked to donate \$1 per ride.
37 They transport approximately 1,200 riders per month, which include commuters and the
38 elderly. They collect approximately \$900 so the fund is running at a deficit. Providing
39 this service to commuters and the elderly will cost the Town approximately \$4,000 in
40 FY15. The Board agreed that this is an important service that the Town offers, especially
41 to its elderly residents.

42
43 Article 21 (Revolving Accounts: Annual Authorization) – The Board needs to identify
44 the spending authority for the Thayer Homestead revolving account. The Board would
45 like all expenses relative to the Thayer Homestead to go through the Town
46 Administrator's office. The Board needs to look at best practices relative to this matter.

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1
2 Article 25 (Eminent Domain: Route 109 Reconstruction Project) - There is
3 approximately \$70,000 available in Chapter 90 funds for this item. The Board asked that
4 the last two lines of the article be removed. The Board does not need the Town's
5 approval to spend Chapter 90 funds.

6
7 Article 26 (Amend Wetlands Bylaw: Fees) – The Board asked that the Conservation
8 Commission be invited to the Board of Selectmen's meeting on March 17, 2014 to
9 discuss this item.

10
11 Article 9 (Free Cash Appropriation: Capital Items) - The Board reviewed the Capital
12 Improvement Planning Committee's (CIPC) recommendations for FY15. Selectman
13 Crowley asked that \$200,000 of free cash be set aside for carryover to FY15 and
14 \$250,000 for snow and ice removal.

- 15
- 16 • Chief Lynch spoke about the need for a new set of Jaws of Life. The Fire
17 Department used its existing set the other day and experienced some trouble with
18 it. He also explained that the body of Brush 2 is rotted and needs to be repaired.
- 19 • The Board asked that the word "study" be added to the McGovern Lobby
20 Redesign line item. The schools would like to redesign the lobby for safety and
21 accessibility reasons. The study will determine scope and cost.
- 22 • The last two recycled police cars will be auctioned and the Town will purchase
23 two new Ford Focus' to comply with its Green Community status.
- 24 • The sidewalk at the Memorial School needs to be repaved. DPS Director Tom
25 Holder will assess the area to determine the condition and confirm the scope and
26 cost of the project.
- 27 • Last year an Assistant Operation Manager position was created in the Parks
28 Department. The job's duties require a vehicle. This employee is currently
29 sharing a vehicle with another employee, which is inefficient.
30 Chairman Trindade asked Mr. Holder to provide him with the amount of acreage
31 that the Town mows, including parks, athletic fields, and open space.
- 32 • The Town is requesting funds to implement the recommendations from the
33 energy audit that was performed by TNT. The CIPC suggested \$50,000 for
34 FY15. Selectman Foresto, who is also a member of the Energy Committee, said
35 \$50,000 is a reasonable amount and the committee will most likely recommend
36 investing in an energy management system.
- 37 • The Shaw Street Bridge is in need of repairs. The \$40,000 will cover the cost of
38 the engineering study, which will determine the scope and cost of the project.
39 Similar to the Sanford Street bridge project, Medway and Franklin will share the
40 cost of this project.
- 41 • The Choate Park building is in need of repairs and upgrades. The Board would
42 like to make the building and restrooms more accessible to the public. They are
43 considering installing remote control locks and security cameras so the restrooms
44 can be used during the day. The building also needs to be insulated. Mr. Holder
45 is going to view the building and get back to the Board on the priorities and
46 approximate cost, including whether a new roof is needed.

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- 1 • The schools have requested an additional \$183,000 for technology equipment.
2 The Board discussed whether this is a capital item or if it should be incorporated
3 into the school's operating budget. Selectman Crowley said the Board asked the
4 schools to remove these items from their budget and go through the CIPC's
5 annual process so that all technology purchases were consolidated and consistent.
6 Selectman Crowley said the Town will most likely receive approximately
7 \$60,000 in Chapter 70 funds that would offset the cost of this request.
- 8 • Selectman Trindade is getting a hard quote for the cost of the self-contained
9 bathroom unit at Cassidy Field. Youth Baseball originally said they would
10 fundraise for the bathroom if the Town brought in the sewer line but they did not
11 realize the actual cost of the unit. Youth Baseball is installing new lights and
12 dugouts at the field. There is approximately \$20,000 that can be repurposed and
13 put toward the bathroom unit.
- 14 • The small town-wide facility projects have been reviewed and approved by the
15 Town Administrator. Deputy Director of DPS Dave D'Amico said the list of
16 small projects is a compilation of requests he has received over the last few years.
17 Chairman Trindade asked that a commercial dishwasher for the Senior Center be
18 added to this list.
- 19 • The Town is going to repurpose funds that were set aside for the possible casino
20 litigation for the Fire Department's air compressor. The remaining \$10,000 will
21 come from free cash.
- 22 • The Board requested more information on the Police Department's request for a
23 palm scanner.
24

25 The remaining articles concern zoning bylaw amendments. The Board said they will not
26 accept the articles due to the zoning bylaw reorganization that is underway. The Board
27 asked that an article be added to the warrant as a placeholder for the Zoning Bylaw
28 reorganization. Selectman Crowley also asked that an article be created as a placeholder
29 for the Hanlon Field turf in addition to the existing article for the turf for the two new
30 fields.

31
32 **Consideration of Appointments to the Redevelopment Authority:** Chairman
33 Trindade recommended that Andy Rodenhiser and Mike Griffin be appointed to the
34 Redevelopment Authority. Bob Parella was also recommended but the Board needs to
35 make sure that he is not an abutter to the project. The Board needs to appoint another
36 member and a fifth member needs to be elected.

37
38 **Chairman Trindade moved that the Board of Selectmen appoint Andy Rodenhiser
39 and Mike Griffin to the Redevelopment Authority; Selectman Foresto second; No
40 discussion; 4-0-0.**

41
42 **Appointments to the Town Administrator's Search Committee:**
43 **Chairman Trindade moved that the Board of Selectmen appoint Kristen Diebus,
44 Jeff DeVolder, Eleanor Morlin, Jeff O'Neill, Judy Evans, Glenn Trindade, and
45 Mary Jane White to the Town Administrator's Search Committee; Selectman
46 Crowley second; No discussion; 4-0-0.**

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Approval of Warrants:
3/6/2014

School Bills \$695,914.34
Town Bills \$355,575.49
Total \$1,051,489.83

Selectman Trindade moved that the Board approve the warrant as read; Selectman White second; No discussion; All ayes 4-0-0.

At 9:28 p.m. Selectman Trindade moved to adjourn; Selectman Foresto second; No discussion; All ayes 5-0-0.

Respectfully submitted,
Michelle Reed

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

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

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

6 **March 15, 2014 at 7:30 a.m.**

7 **Sanford Hall**

8 **Town Hall, 155 Village Street**
9

10 **Present: Chairman Glenn Trindade; Selectmen John Foresto, Dennis Crowley, and**
11 **Maryjane White; and Town Administrator Suzanne Kennedy**

12
13 Also in attendance: Collector/Treasurer Melanie Phillips.

14
15 At 7:00 a.m., Chairman Trindade called the meeting to order and led in the Pledge of
16 Allegiance.

17
18 **Public Comments:** None

19
20 **Meals Tax Discussion:** The Board discussed implementing a 2.75% meals tax and using
21 the revenue as a funding stream for the Other Post-Employment Benefits (OPEB) trust.
22 Treasurer/Collector Melanie Phillips said she would work on projections and look at how
23 other towns are handling this matter. They also discussed using the revenue to fund the
24 sidewalk stabilization account. Selectman Crowley asked if it would be better to use the
25 funds to support the new DPS facility because it is more visible. Selectman Foresto said
26 that the OPEB trust is an enormous issue for the Town and needs to be addressed. He
27 said it is critical for residents to understand what the trust is and how it will negatively
28 affect the Town if it is not addressed. Initially, bond rating agencies were looking to see
29 if Towns had a trust but now they want the Town to have a trust with a dedicated funding
30 stream. This issue would need to be added to the warrant for a vote. It is not likely that it
31 could be added to the Annual Town Meeting warrant in May but it could be on the Fall
32 Town Meeting warrant. This is an issue for a lot of Towns and it is unclear if and when
33 the State will step in and help.
34

35 **Appointment to Town Administrator Screening Committee:**

36 **Chairman Trindade moved that the Board of Selectman appoint Bob Parella to the**
37 **Town Administrator Screening Committee; Selectman Foresto second; No**
38 **discussion; All ayes 4-0-0.**

39
40 **Discussion of the Proposed FY15 Operating Budget:**

41 The Board reviewed and discussed the proposed FY15 operating budget summary that
42 Administrator Kennedy provided.
43

- 44 • Revenue – Administrator Kennedy said that the tax collection rate in Medway is
45 outstanding. She cautioned the Board about increasing revenue estimates because

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1 mostly tax title, that is not expected to continue in the future. The Board briefly
2 discussed the increase in the Building Department's budget which could lead to
3 additional revenue.

- 4 • Expenses – Administrator Kennedy said the Tri-County Vocational Tech figure is
5 accurate and the Norfolk County Agricultural number could increase by \$10,000-
6 \$20,000 due to the increased assessment per student. The total education
7 expenses for Medway are \$24,586,816. Based on the Board's Budget Policy, the
8 School Department should receive 75.6% of the Town's revenue. The
9 \$24,586,816 exceeds 75.6% split by about \$11,000. The Board discussed how the
10 75.6% split was determined and the need to revisit the formula. Selectman
11 Foresto said that since 2006 the school population has decreased 14% and
12 Medway's population has increased 5% but the formula has remained the same.

13
14 Selectman Crowley reported that at the last School Committee meeting there was
15 a lengthy discussion about funding the Full Day Kindergarten program. He
16 reminded the Board that there was an agreement to fund the school's \$183,000
17 technology request out of free cash. As a result, the Town would keep any
18 additional Chapter 70 funds that Medway received, which would help offset the
19 cost of the technology. Medway was expecting approximately \$60,000 in
20 additional funds. He said at the School Committee meeting they talked about
21 using 75.6% of the additional Chapter 70 funds to help fund the Full Day
22 Kindergarten program. The Board will follow-up with the School Committee on
23 this matter.

24
25 In addition, the Board would like to examine the amount of money being spent on
26 consultant fees related to the Planning & Economic Development Board. They
27 also need make sure the responsibilities of the Planning & Economic
28 Development Board and the Design Review Committee are balanced.

29
30 Administrator Kennedy explained that she removed the \$3,000 that was requested
31 by the Energy Committee. She said that the only committees that receive budgets
32 are those that are statutorily required. Selectman Foresto said he encouraged the
33 Energy Committee to request funds but also told them that they needed to be
34 specific in their request, which they were not. The Board agreed that it is
35 important for the committee to have some funds and asked Administrator
36 Kennedy to add \$800 to Energy Committee's budget, which is the same amount
37 as the previous year.

38
39 The Board asked Administrator Kennedy to provide them with information on
40 how DPS Director Tom Holder reallocated his expenses.

41
42 The Board reviewed the department's line item budgets. The following items were
43 discussed.

- 44
45 ○ Annual Town Report – Administrator Kennedy clarified that the \$750 is
46 for the bound annual report books.

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- 1 ○ Assessors – There is a budget increase because it is a revaluation year.
- 2 ○ Building Department – The salary increase is due to a step increase. The
- 3 department has also seen a dramatic increase in permitting. Treasurer/
- 4 Collector Melanie Phillips said that fee schedules should be reviewed
- 5 annually. The Board asked for an analysis on other Town’s fee schedules.
- 6 Administrator Kennedy said that the possible inspections related to the
- 7 Charles River project have not been factored into the budget.

8
9 The Board will follow up with the Chairman of the Planning & Economic
10 Development Board on the proposed zoning bylaw changes. The Board
11 does not want any zoning articles on the warrant until the bylaw
12 reorganization is complete.

- 13 ○ Conservation Commission – Administrator Kennedy said that the budget
- 14 presumes that the Board of Selectmen will approve using a portion of the
- 15 MA Wetlands Protection Act funds to support the Conservation Agent’s
- 16 salary. The Conservation Commission has approved this use but the
- 17 Board of Selectmen must also approve it for it to move forward. The
- 18 Conservation Commission plans to increase its fees. The Conservation
- 19 Commission requested \$5,000 to hire a consultant to create a master plan
- 20 for the approximate 322 acres that the Commission oversees. The \$5,000
- 21 was not included in the budget. Administrator Kennedy is going to see if
- 22 the Master Plan could be funded through the Conservation Trust Fund.
- 23 ○ Handicap Commission – The Board asked Administrator Kennedy to add
- 24 \$500 to this budget.
- 25 ○ The Board clarified that they would like the amount remaining in the
- 26 FY14 Thayer House budget moved to the Thayer House revolving account
- 27 and an additional \$20,000 added to the Thayer House revolving account.
- 28 The warrant article will need to be revised to reflect this. The Board asked
- 29 Administrator Kennedy to add the additional \$20,000 to the wish list. The
- 30 funding source of the additional \$20,000 needs to be identified.
- 31 ○ Economic Development Committee – There is \$79,000 available from the
- 32 FY14 budget and Administrator Kennedy is recommending another
- 33 \$28,000. The Board needs to discuss the need for a Community
- 34 Development Director further. The Community Development Director
- 35 would oversee the Planning & Economic Development Board, Board of
- 36 Health, and Conservation Commission and would focus on economic
- 37 development. There is no money in the budget for a full-time
- 38 administrative assistant to support this department. Administrator
- 39 Kennedy agrees that there is a need for this position and it would cost
- 40 approximately \$40,000. Administrator Kennedy said it is possible to
- 41 move some of the funds that are used for consultants into the Economic
- 42 Development budget for this purpose. Administrator Kennedy will work
- 43 with Judi Barrett to create a plan for the Board’s review.
- 44 ○ Energy Management – The Town has applied for a grant to support this
- 45 position. If Medway does not receive this grant, this will not move
- 46 forward and the item will be removed from the budget.

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- 1 ○ Health Department – The Board discussed why the FY14 actual figure for
2 health professional technical is missing. Administrator Kennedy
3 explained that the Town contracts with a private company to provide flu
4 clinics. The Town is working with a new company because the previous
5 company stopped offering this service. The company has been providing
6 services but the Town has not paid them to date because the contract has
7 not been executed. Town Counsel is working with the company to resolve
8 the issues. This item is on a future agenda for the Board to discuss.
- 9 ○ Human Resources – The salary increase is due to a step increase. The
10 \$7,000 Cafeteria Plan Annual Fee was moved from the Treasurer/
11 Collector’s budget to the Human Resource budget. This fee is for the
12 administration of the FSA accounts.
- 13 ○ IT – The increase in software annual maintenance is due to licensing fee
14 increases. Administrator Kennedy will look into whether Dave Verdolino
15 includes IT Director Rich Boucher’s salary in the Massachusetts
16 Department of Elementary and Secondary Education (DESE) report. The
17 Board agreed that if technology is added to the operating budget the
18 account will remain on the Town side.
- 19 ○ Legal – Administrator Kennedy is a little concerned about the legal budget
20 because next year is a renegotiation year.
- 21 ○ Planning & Economic Development Board – FY14 funds of \$20,000 will
22 be repurposed through an article on the Annual Town Meeting warrant in
23 May. The FY14 budget for street acceptances was \$20,000 but was not
24 spent. Administrator Kennedy may suggest moving the \$10,000 for
25 Planning Contracted Services to the Community Development budget.
- 26 ○ Sunshine Group – The schools have created their own program and no
27 longer share the cost of this program.
- 28 ○ Town Administrator – Administrator Kennedy reduced the Part-Time
29 Salary line item. Only statutorily required boards/committees will have
30 paid secretaries going forward. The Board asked Administrator Kennedy
31 to add this to the wish list.
- 32 ○ Medway 300 – The remaining funds need to be spent by June 30, 2014.
33 The Board will follow-up with Town Accountant Carol Pratt on this
34 matter. They would like to see if the funds can be repurposed.
- 35 ○ Debt Service – The Board would like a break down on the debt service.
- 36 ○ Pension – The Board asked what drove the increase in the pension figure.
37 The Board would like to know how they can provide input into this
38 process.
- 39 ○ Unemployment – The school was included in this process and there will
40 be another meeting in May.

41
42 The budgets for DPS, Fire, Police, Library and Enterprise will be discussed at the next
43 meeting.
44

DRAFT

1 The Board said it makes sense to compare the cost of leasing Town vehicles to buying
2 them. Administrator Kennedy said she would forward Chairman Trindade the Town's
3 vehicle inventory for this purpose.

4
5 The Board also talked about whether the General Fund can support the debt service for
6 the DPS facility project. Treasurer/Collector Phillips and Administrator Kennedy said
7 they looked at several scenarios and determined that the General Fund could not support
8 the debt service by itself and will need to be subsidized. The balance of the Operational
9 Reserve account is about \$800,000. The Board discussed moving \$500,000 from the
10 Operational Reserve account to a DPS Stabilization account. In addition, they would like
11 to move \$100,000 from the Operational Reserve to the General Stabilization account.
12 Administrator Kennedy will draft a warrant article for this item.

13
14 **At 10:03 a.m., Selectman Trindade moved to adjourn; Selectman Foresto second;**
15 **No discussion; All ayes 4-0-0.**

16
17
18 Respectfully submitted,
19 Michelle Reed

1 **Board of Selectmen's Meeting**
2 **Monday, March 17, 2014 – 7:00 PM**
3 **Sanford Hall**
4 **155 Village Street**
5
6

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

9
10 Absent: Richard D'Innocenzo, Clerk.

11
12 Also Present: Suzanne Kennedy, Town Administrator; Carol Pratt, Town Accountant; Allen Tingley,
13 Police Chief; Melanie Phillips, Finance Director; Capital Improvement Planning Committee -- Peter
14 Sigrist, Chair.

15 *****

16
17
18 At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.

19
20 **Public Comments:** None.

21
22 **Approval – Medway Turkey Trot 5K, November 27, 2014:**

23 *The Board reviewed the following information: (1) Email from Charles Dwyer dated February 14, 2014;*
24 *and (2) Correspondence from Police Chief Tingley dated February 24, 2014.*

25
26 Present: Police Chief Tingley, Charles Dwyer.

27
28 Mr. Charles Dwyer stated this is the fourth year the event has taken place. The purpose of the Turkey
29 Trot is to create a community event for the town, as well as raise funds. All proceeds go to the High
30 School Athletic Department; the event occurs before the annual Thanksgiving Day football game.

31
32 **Selectman Foresto moved that the Board approve the fourth annual Medway Turkey Trot 5K to be held**
33 **on November 27, 2014 with the proviso that four detail officers be hired per the recommendation of**
34 **Police Chief Tingley; Selectman White seconded. No discussion. VOTE: 4-0-0.**

35
36 **Discussion – Potential Regionalization and Shared Services with Town of Medfield – Selectman**
37 **DeSorgher:**

38 *There were no supporting materials.*

39
40 Present: Richard DeSorgher, Selectman, Town of Medfield.

41
42 Chairman Trindade introduced the members of the Board. Mr. DeSorgher stated he was meeting with the
43 Board tonight for a number of reasons. New England features strong individual town governments unlike
44 county systems in other parts of the country. Medfield is faced with budget and tax issues, and he is
45 looking for ways to preserve the quality of life without chasing people out of town. In an attempt to
46 preserve the township system, he is proposing a multi-town committee comprised of 5-7 communities in
47 this area. This committee, mainly for the purposes of exploring the sharing of information and equipment,
48 would focus on the sharing of information such as how to collect delinquent fees, equipment maintenance

1 costs, sharing of services such as a veterans' agent, sealer of weights and measures, tree warden, etc.
2 This could include combining two part-time positions into one full-time one which may attract individuals
3 who are better qualified.
4

5 Mr. DeSorgher suggested that each participating community appoint one representative. The goal is to
6 have someone appointed before summer starts and to share information with others in the group.
7

8 Chairman Trindade stated this is a terrific idea, and that the Board has tried it. For some of the smaller
9 things, it is definitely worth a try. Some things were not as successful, but the Board learned from it.
10 The attempt to regionalize library services was not successful either-- one community was in favor, the
11 other very much against it.
12

13 Selectman White agreed that all towns need to look into it, noting that Medway does it with an Animal
14 Control Officer shared with the Town of Millis.
15

16 Selectman Foresto reminded the Board that a similar committee was formed about four years ago. The
17 group met once and then could not manage to get together again. Sharing information is important as
18 all communities are dealing with the same issues.
19

20 Selectman Crowley stated that this is the first time a selectman from another community has come
21 forward to meet with the Board. Information on various topics, such as trash collection, would be
22 invaluable.
23

24 It was noted that the communities would include Medfield, Millis, Dover, Sherborn, Norfolk, and
25 Walpole, in addition to Medway. Mr. DeSorgher will be visiting the Selectmen in other towns in the
26 coming weeks. He clarified that his attendance this evening was the result of being unanimously voted
27 that he be the official representative. He urged the Board to choose its representative so that the group
28 could hopefully get together before the summer break.
29

30 Brief discussion followed on Medfield's DPW barn. Mr. DeSorgher reported that the Town of Medfield
31 accomplished it with a \$9.5 million override.
32

33 **Discussion – Proposed Amendment to Conservation Commission Bylaw:**

34 *The Board reviewed a memorandum dated March 7, 2014 from Interim Conservation Agent, Bridget*
35 *Graziano.*
36

37 Present: David Travalini, Chair, Conservation Commission.
38

39 Mr. Travalini reported that, in talking with the past two agents, the Conservation Commission was made
40 aware that the Town charges little for conservation services as compared to other area communities.
41 The Commission is proposing to amend the bylaw to allow that the fee structure is included as part of
42 the rules and regulations. When the fees need to be changed, it is a less cumbersome process to change
43 them via regulations rather than change the bylaw, i.e., holding a public hearing instead of going to
44 Town Meeting. This would put Medway in line with most of the other towns in the area as well as help
45 recoup some of the funds that are now targeted for the Conservation Agent salary. He added that the
46 previous agent had created a spreadsheet comparing the area fees.
47

1 The Board expressed appreciation for the explanation; the consensus of the Board was that it was in
2 favor of this action. Mr. Travalini stated he will be present at Town Meeting if anyone has questions.

3
4 Brief discussion followed on use of funds in the Conservation Commission revolving account for
5 supporting the Agent's salary as well as other expenses.

6
7 **Authorization of the Chairman to Execute Contract for OPEB Valuation Services Contract – USI**
8 **Consulting Group, Inc., \$7,900:**

9 *The Board reviewed a draft contract between the Town and USI Consulting Group, Inc.*

10
11 Present: Carol Pratt, Town Accountant.

12
13 Ms. Pratt stated a contract for these services is required every other year, noting that she received three
14 responses from the Request for Proposal and that she is comfortable with this vendor. Responding to
15 Selectman Crowley's question, she confirmed that this money is within her budget at this time.

16
17 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with USI**
18 **Consulting Group, Inc. for OPEB valuation services in an amount not to exceed \$7,900; Selectman**
19 **White seconded. No discussion. Vote: 4-0-0.**

20
21 **Approval – Non-binding Referendum Question, Minimum Purchase Age for Tobacco Products:**

22 *The Board reviewed the following information: (1) Email from Town Counsel dated February 24, 2014;*
23 *and (2) Proposed Annual Town Meeting Warrant Article.*

24
25 Present: Stephanie Bacon, Health Agent.

26
27 Ms. Bacon confirmed that an approval from the Board ensures that the non-binding question is on the
28 ballot in May.

29
30 **Selectman Foresto moved that the Board vote to place the following non-binding referendum**
31 **question on the ballot for the next annual town election scheduled for May 20, 2014: "Should the**
32 **Board of Health vote to approve a new regulation that would change the minimum purchase age of**
33 **tobacco products from age 18 to age 21?"; Selectman White seconded. No discussion. VOTE: 4-0-0.**

34
35 **Authorization of the Chairman to Execute Contract for Visiting Nursing Services, Salmon Health Care,**
36 **\$14,150.00:**

37 *The Board reviewed a contract between the Town of Medway and Salmon Home Care LLC.*

38
39 Present: Stephanie Bacon, Health Agent.

40
41 Ms. Bacon reported that this contract replaces the one with the Milford Visiting Nurses Association. She
42 briefly explained the roles and responsibilities of this health care provider.

43
44 Selectman Crowley expressed disappointment that the contract had been "in place" before the Board
45 was able to consider it.

1 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Salmon**
2 **Home Care LLC to provide public health nursing services to the Town in an amount not to exceed**
3 **\$14,150; Selectman White seconded. No discussion. VOTE: 4-0-0.**

4
5 **Discussion – Vehicle Safety, Lowering Street:**

6 *The Board reviewed a memorandum from Police Chief Tingley and Safety Officer Watson dated*
7 *March 10, 2014.*

8
9 Present: Allen Tingley, Police Chief.

10
11 Chief Tingley briefly explained what he had done following a serious car accident at this intersection. He
12 reviewed some of the recommendations from the state that might help alleviate some of the problems.
13 The available assistance is geared toward intersections that have had numerous accidents in a couple of
14 years. He indicated most of the accidents occurred in dry clear weather and during the daytime,
15 suggesting that drivers are otherwise distracted. Some motorists are blowing through the stop sign
16 which is clearly posted and prefaced with a “Stop Ahead” sign.

17
18 Selectman Crowley suggested Stop signs with the edges which would be illuminated at night. He added
19 that there may be some free cash available to support an expense of \$5,000. Addressing Mr. Jeff
20 O’Neill, Chairman Trindade asked if the Finance Committee would consider an Emergency Fund Transfer
21 suggested by Ms. Melanie Phillips, Finance Director. Mr. O’Neill could not answer for the Finance
22 Committee but stated its next meeting is on April 9.

23
24 **Discussion – Capital Improvement Planning Committee Recommendations, FY15 Budget:**

25 *The Board reviewed a document entitled “Projects for FY15”, revised as of 3/5/14.*

26
27 Present: Peter Sigrist, Michelle Reed.

28
29 Mr. Sigrist noted that the current list has changed slightly from the one previously submitted to the
30 Board. Chairman Trindade explained the “free cash” concept for viewers, pointing out that it is money
31 allocated to Town departments that will not be used this year so it “falls to free cash”. Out of this
32 money, many other projects, including purchase of equipment and services, can be funded. The Capital
33 Improvement Planning Committee is in charge of gathering information from departments about their
34 requests, exercising fairness in spreading it around to as many departments as possible.

35
36 Mr. Sigrist reported some of the quoted prices are not exact but are close. Ms. Michelle Reed explained
37 how each department creates its list of requested items and determines a priority for those items.

38
39 Selectman Crowley noted that \$200,000 has to be put forward for FY15 and \$250,000 for snow and ice
40 for this year. Chairman Trindade explained that, at the McGovern School, once buzzed in, a visitor does
41 not have to stop by the office before entering the main part of the school. There is a request for
42 \$10,000 for the design of a security upgrade. Ms. Reed wondered if the request is truly for security or a
43 redesign for accessibility. Mr. Sigrist will try to get more information.

44
45 Brief discussion followed on the proposed engineering study for the bridge repair, the bathrooms at
46 Cassidy Field, Town-wide facilities improvement and energy improvements, road repairs and paving at
47 the middle school. It was noted that there are no bonding issues for fire trucks or large equipment.

1
2 The Board commended the CIPC on a nice job.

3
4 **Appointment – Thayer Property Governance Committee, John Foresto:**

5 *There were no supporting materials. It was noted that terms for existing committee members, Crowley*
6 *and Rice, expire on June 30, 3014. The motion on this appointment can be made so that the*
7 *appointment is coterminous with others, or have the appointment expire on June 30, 2015.*

8
9 **Chairman Trindade moved that the Board appoint John Foresto to the Thayer Property Governance**
10 **Committee for a term to expire on June 30, 2014; Selectman White seconded. Brief discussion**
11 **followed on whether to stagger the terms; the motion was left as stated. VOTE: 4-0-0.**

12
13 **Review of 2014 Special Town Meeting Warrant and 2014 Annual Town Meeting Warrant:**

14 *The Board reviewed the following information: (1) Proposed 2014 Special Town Meeting Warrant,*
15 *revised 3/17/14; and (2) Proposed 2014 Annual Town Meeting Warrant, revised 3/17/14.*

16
17 Ms. Kennedy informed the Board the Warrants had been revised with new information.

18
19 **Special Town Meeting Warrant:**

20 **Article 1 – Appropriation: Snow and Ice Deficit** – An amount of \$250,000 was added to the article.

21 **Selectman Foresto moved that the Board approve Article 1 as written; Selectman White seconded.**
22 **No discussion. VOTE: 4-0-0.**

23
24 **Article 2 – Appropriation: OPEB Trust Account** – An amount of \$50,000 was added to this article.

25 Selectman Foresto explained to Jeff O’Neill, Finance Committee Chair, that the auditor suggested finding
26 a regular funding source for this expense every year, hence, a transfer of \$50,000 each year. **Selectman**
27 **Foresto moved that the Board approve Article 2 as written; Selectman White seconded. No**
28 **discussion. VOTE: 4-0-0.**

29
30 **Article 3 – Transfers to Street Acceptance Account** – Dollar amounts of \$21,000 and \$2,751 were
31 inserted into the wording of the article. Ms. Kennedy advised that the Board could retain the article as
32 is with a Town Meeting motion specifying a lesser amount or wait until more information is available.
33 After brief discussion, the Board opted to keep this article as TBD (To Be Determined).

34
35 **Article 4 – Budget Transfer: Economic Development** – Ms. Kennedy reported the numbers will be
36 available tomorrow. The Board opted to leave this article as TBD.

37
38 **Article 5 – Budget Transfer: Consulting Services-Permitting** – **Selectman Foresto moved that the Board**
39 **approve Article 5 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.**

40
41 **Article 6 – Budget Transfer to Thayer Homestead Revolving Account** – The dollar figure of \$19,400 was
42 inserted into the article, which establishes the account and transfers money into it. Selectman Foresto
43 **Selectman Foresto moved that the Board approve Article 6 as written; Selectman White seconded.**
44 **The Board acknowledged that the dollar amount may change before Town Meeting. VOTE: 4-0-0.**

45
46 **Article 7 – Budget Transfer: Legal Services** – After brief discussion, the Board opted to leave this article
47 as TBD.

1
2 Article 8 – Budget Transfer: Redevelopment Authority – After brief discussion, the Board opted to leave
3 this article as TBD.

4
5 Article 9 – Repurpose Monetary Articles: Cassidy Field Bathroom – Ms. Kennedy reported that, at
6 present, it was her understanding that the bathrooms had been priced at \$59,000, and the paving is
7 more than anticipated. Brief discussion followed on the proposed modular building, which comes from
8 the manufacturer in pieces and is mounted on a platform with the utilities in place. Youth Baseball is to
9 do the site work and the utility connection. The Board opted to leave this article as TBD.

10
11 Article 10 – Repurpose Monetary Article: Senior Center Sidewalks – **Selectman Foresto moved that the**
12 **Board approve Article 10 as presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**

13
14 Article 11 – Repurpose Monetary Article: Fire Department Training – It was noted that the person
15 assigned for academy training cannot do so due to illness which impacted the staffing pattern. In order
16 to continue with training, it was decided to repurpose the funds to carry them over to FY15. If this
17 person cannot continue, another person will be assigned. Brief discussion followed. The Board opted to
18 leave this article as TBD.

19
20 Article 12 – Prior Year Bills -- **Selectman Foresto moved that the Board approve Article 12 as written;**
21 **Selectman White seconded. No discussion. VOTE: 3-0-1 – Crowley abstain.**

22
23 Annual Town Meeting Warrant:

24 At this time, Chairman Trindade turned the gavel over to Vice-Chair Crowley and left the room briefly.
25 The Board opted to either approve each article or hold it as a TBD while awaiting further information.

26
27 Article 1 – ESCO Stabilization Reserve Transfer: FY15 Operating Budget – **Selectman Foresto moved that**
28 **the Board approve Article 1 as written; Selectman White seconded. No discussion. VOTE: 3-0-1 –**
29 **Trindade abstain.**

30
31 Article 2 – Appropriation: FY15 Operating Budget – **Selectman Foresto moved that the Board approve**
32 **Article 2 as written; Selectman White seconded. No discussion. VOTE: 3-0-1 – Trindade abstain.**

33
34 Article 3 – Appropriation: FY15 Water Enterprise Fund – TBD.

35 Article 4 – Appropriation: FY15 Sewer Enterprise Fund – TBD.

36 Article 5 – Appropriation: FY15 Solid Waste Enterprise Fund – TBD.

37 Article 6 – Appropriation: FY15 Ambulance Enterprise Fund – TBD.

38 Article 7 – Free Cash Appropriation: Capital Items – TBD.

39
40 Article 8 – Establish DPS Facility Capital Improvement Stabilization Fund; Transfer from Operational
41 Stabilization Fund – Ms. Kennedy reported that this is a new article. After brief discussion, the Board
42 agreed to remove the words “Capital Improvement” from the title of the article. **Chairman Trindade**
43 **moved that the Board approve Article 8 as written; Selectman White seconded. No discussion.**
44 **VOTE: 4-0-0.**

45
46 Article 9 – Transfer to General Stabilization Fund – **Chairman Trindade moved that the Board approve**
47 **Article 9 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.**

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Article 10 – Capital Project: Construct Athletic Fields – CPC Funds – TBD.

Article 11 – Capital Project: Construct Athletic Fields/Turf – General Funds – TBD.

Article 12 – Appropriation – Water Enterprise – Chairman Trindade moved that the Board approve Article 12 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.

Article 13 – Appropriation: Sewer Enterprise – Selectman Foresto moved that the Board approve Article 13 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.

Article 14 – Repurpose Capital Funds: Middle School Improvements – Chairman Trindade moved that the Board approve Article 14 as written; Selectman White seconded. Chairman Crowley did not agree that the dollar figure of \$625,899.40 should be included in the article at this time as that figure could change before Town Meeting. The motion was withdrawn. Selectman Foresto moved that the Board approve Article 14 with the exception of the dollar figure; Selectman White seconded. No further discussion. VOTE: 4-0-0.

Article 15 – Repurpose Monetary Articles: DPS Facility Study -- Selectman Foresto moved that the Board approve Article 15 as written with the words “feasibility study” deleted from the wording of the article; Selectman White seconded. No discussion. VOTE: 4-0-0.

Article 16 – Repurpose Monetary Article: Town Hall Renovation -- TBD.

Article 17 – Repurpose Monetary Article: Fire Apparatus – The words “for casino impact research” have been added to the wording. Chairman Trindade moved that the Board approve Article 17 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.

Article 18 – Appropriation: Zoning Bylaw Review and Revision – TBD.

Article 19 – Appropriation: GATRA Revolving Fund -- Chairman Trindade moved that the Board approve Article 19 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.

Article 20 – Revolving Accounts: Annual Authorization -- Chairman Trindade moved that the Board approve Article 20 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.

Article 21 – Appropriation: Community Preservation Committee – TBD.

Article 22 – Rescind Unissued Balance Article 14 of 2009 Annual Town Meeting -- Chairman Trindade moved that the Board approve Article 22 as written; Selectman Foresto seconded. No discussion. VOTE: 4-0-0.

Article 23 – Rescind Unissued Balance Article 19 of 1996 Special Town Meeting -- Chairman Trindade moved that the Board approve Article 23 as written; Selectman White seconded. No discussion. VOTE: 4-0-0.

1 Article 24 – Rescind Unissued Balance Article 11 of 2007 Fall Town Meeting -- Chairman Trindade
2 moved that the Board approve Article 24 as written; Selectman Foresto seconded. No discussion.
3 **VOTE: 4-0-0.**

4
5 Article 25 – Eminent Domain: Route 109 Reconstruction Project -- Chairman Trindade moved that the
6 Board approve Article 25 as written; Selectman Foresto seconded. No discussion. **VOTE: 4-0-0.**

7
8 Article 26 – Amend Wetlands Bylaw: Fees -- Chairman Trindade moved that the Board approve Article
9 **26 as written; Selectman Foresto seconded. No discussion. VOTE: 4-0-0.**

10
11 Article 27 – Amend Dog Bylaw -- Chairman Trindade moved that the Board approve Article 27 as
12 written; Selectman Foresto seconded. No discussion. **VOTE: 4-0-0.**

13
14 Article 28 – Amend Zoning Bylaw: Commercial District I – Chairman Trindade stated he would like to
15 remove this article because the Board had requested that all zoning articles be held until the Fall Town
16 Meeting. Somehow it was referenced on a ListServe without authorization. A corrected email will need
17 to go out. **Chairman Trindade moved that the Board delete Article 28 from the Annual Town Meeting**
18 **Warrant; Selectman White seconded. No discussion. VOTE: 4-0-0.**

19
20 **Approval – American Legion Road Race, June 28, 2014:**

21 *The Board reviewed the following information: (1) Email thread between Allison Potter, Town Administrator’s*
22 *Office, and Douglas Wahl dated February 21, 2014 through February 25, 2014; and (2) Correspondence from*
23 *Chief Allen Tingley dated February 26, 2014.*

24
25 Present: Ken Wahl, American Legion, Town of Medway; David Labonte, American Legion, Town of
26 Franklin.

27
28 Mr. Wahl submitted a flyer describing the road race along with the proposed route. He stated the event is
29 intended to raise money for scholarship funds, the state trooper program (ride-along), and the Boys State
30 and Girls State programs. Selectman White asked if there was still an American Legion unit in Medway.
31 Mr. Wahl responded the unit meets at the church and still sponsors a Boy Scout troop in town.

32
33 Mr. Labonte stated both American Legion units sponsor the event equally on a 50/50 basis. He noted
34 that he is offering his assistance as he has helped with many similar races in the past.

35
36 **Selectman Foresto moved that the Board approve the American Legion road race to be held on**
37 **June 28, 2014 with the proviso that three detail officers be hired and traffic cones be placed per the**
38 **recommendation of Police Chief Tingley; Selectman White seconded. No discussion. VOTE: 4-0-0.**

39
40 **Action Items from Previous Meetings:**

41 Action Items were postponed until a future meeting.

42
43 **Approval of Warrants:**

44 *The Board reviewed Warrant 14-38.*

45
46 In the absence of the Clerk, Selectman Crowley read aloud Warrant 14-38, dated 3/20/2014, submitted
47 for approval:

1
2 Town Bills \$761,604.15
3 TOTAL \$761,604.15
4

5 **Selectman Foresto moved that the Board approve the Warrant as read; Selectman White seconded.**
6 **No discussion. VOTE: 4-0-0.**
7

8 **Town Administrator's Report:**

9 In the interest of time, Ms. Kennedy deferred her report until the next meeting.
10

11 **Selectmen's Reports:**

12 Selectman Foresto reported that the punch list for the Thayer project has been prepared as the
13 renovation is nearing the end of the project.
14

15 Selectman Crowley asked the Board if there should be a non-binding question on full-day kindergarten
16 program. Chairman Trindade noted it is a controversial issue, and residents are questioning whether
17 there was a need for it. Discussion followed.
18

19 **At 8:56 PM Chairman Trindade moved to adjourn; Selectman White seconded. No discussion.**
20 **VOTE: 4-0-0.**
21

22
23 Respectfully submitted,
24 Jeanette Galliardt
25 Night Board Secretary

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

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

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

6 **March 18, 2014 at 7:00 p.m.**

7 **Sanford Hall**

8 **Town Hall, 155 Village Street**
9

10 **Present: Chairman Glenn Trindade; Selectmen John Foresto, Dennis Crowley, and**
11 **Maryjane White; and Town Administrator Suzanne Kennedy.**
12

13 Also in Attendance: Collector/Treasurer Melanie Phillips; Town Accountant Carol Pratt;
14 DPS Director Tom Holder; Deputy DPS Director Dave D'Amico; Fire Chief Jeff Lynch,
15 Police Chief Alan Tingley; and Library Director Margaret Perkins.
16

17 At 7:00 p.m., Chairman Trindade called the meeting to order and led in the Pledge of
18 Allegiance.
19

20 **Public Comments:** None
21

22 **Discussion of the Proposed FY15 Operating Budget:**

23 The Board reviewed the line item budgets for the Library, DPS, Fire, and Police. The
24 following items were discussed.
25

- 26 • **Library** – Administrator Kennedy said that she had to make reductions in the
27 several budgets, including the Library, to meet the Board's budget policy. The
28 Library's budget does not include \$5,000 for the evening steward position and
29 \$20,000 for materials. The lower level of the library is open from 7:45-9:45 p.m.
30 Monday through Thursday when the main level is closed. The evening steward is
31 there as a security measure and also to assist residents who are using the public
32 computers. Many Town committees and community groups meet at the library in
33 the evening. Chairman Trindade said that Town committees need to find
34 alternative meeting space. He said the School Committee Room at the Middle
35 School is available and meetings can be recorded. Library Director Margaret
36 Perkins said that there are approximately 400 evening meetings scheduled for the
37 remainder of the fiscal year at the Library. She said it is important to provide this
38 service to the community and also necessary to have an employee present because
39 of the equipment and computers that are accessible. In addition, the Library is
40 required by the Massachusetts Board of Library Commissioners (MBLC) to spend
41 16% of its budget on materials, which is about \$47,000 in FY15. In the past, the
42 Library has relied heavily on donations and state aid for this item. Last year, the
43 Library received \$17,000 from the Friends of the Medway Library. Selectman
44 Foresto said it is important to look at this budget because this is a recurring item
45 and free cash should not be used. Ms. Perkins stressed that the Library is required

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1 to spend this money and risks losing its accreditation if it does not comply. The
2 Board asked Administrator Kennedy to add the \$20,000 materials item to the wish
3 list. They also discussed making a mid-year adjustment to the budget.

- 4 • **DPS** – Administrator Kennedy reiterated that reductions were made to meet the
5 Board’s policy. The Board asked DPS Director Tom Holder for a breakdown on
6 the personnel reallocations that were made relative to the enterprise funds. They
7 asked him to review the allocations to make sure they are an accurate. Town
8 Accountant Carol Pratt said that it is common practice for towns to use revenue
9 from its enterprise funds to pay for a portion of salaries. She said that the
10 Department of Revenue (DOR) has guidelines but not a specific methodology.
11 Mr. Holder said that the department currently leases three additional locations to
12 house equipment and he does not anticipate needing any more at this point. In
13 addition, the Board asked for a status on the agreement with the Schools to take
14 over maintenance of the fields. Deputy DPS Director Dave D’Amico stated that
15 some of the responsibilities have been transferred but not all. The Town started to
16 take over the some of the maintenance of the fields several years ago because they
17 were in poor condition. At that time, the Schools estimated they were spending
18 approximately \$30,000 annually to maintain the fields. The Board asked Town
19 Accountant Carol Pratt to pull information from MUNIS to see if the \$30,000
20 figure is accurate. The Gale Report should also have maintenance cost by field.
21 The Town and Schools need to sit down and discuss expectations relative to field
22 maintenance in the near future. Per Deputy Director Dave D’Amico, the Town
23 will be able to maintain the fields but they do not have the resources to maintain
24 them to the levels recommended by the Master Plan.
- 25 • **Fire** – Fire Chief Lynch made a brief presentation to the Board, which included
26 2013 department statistics, department structure, salaries, and expenses.
27 Administrator Kennedy said cuts were made to this budget to meet the Board’s
28 policy. Chief Lynch said that his budget does not include funds for additional
29 personnel; however, he believes additional personnel are necessary. Chief Lynch
30 is requesting that the department’s administrative assistant move from part-time to
31 full-time. He said the current administrative assistant is paid at the top of the
32 salary range due to her experience and said she is doing a tremendous job.
33 Selectman Crowley wondered if it is prudent to have 5 officers out of a staff of 9.
34 Administrator Kennedy explained that she reduced the fire overtime budget by
35 \$5,000 after doing a run rate analysis. Chief Lynch also explained that the
36 electricity budget increased because the station is now staffed 24/7. He said
37 without the installation of the solar panels this figure would have been higher.
38 Chief Lynch said the department is having enormous difficulty retaining on-call
39 firefighters. He said last July he hired 14 on-call firefighters and at this point they
40 are down to 7. He said he was very clear about expectations when he made the
41 hires. He said this is not just an issue facing Medway and he has asked his
42 officers to explore possible incentives that could be offered to retain on-call
43 employees. The Board also discussed the department’s plan to pursue Advanced
44 Life Support (ALS) certification. He said two paramedics are currently enrolled
45 in classes but it will be at least 18 months before they have completed the
46 program’s requirements and can answer ALS calls. Chief Lynch said that the

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1 department's fees are low but consistent with other towns. He said Massachusetts
2 is looking at adopting the National Fire Code, which would be a significant
3 change and create a significant amount of additional work.

- 4 • **Police** – Administrator Kennedy said that she made reductions to the budget and
5 forwarded her recommendations to Chief Tingley. Reductions were made to
6 police overtime and police vehicles. Chief Tingley and Administrator Kennedy
7 will review the state bid list again to see if the vehicles that are needed can be
8 purchased with the amount Administrator Kennedy is proposing. Chief Tingley
9 said he has some suggestions on where cuts can be made so that the vehicle line
10 item does not need to be reduced. He will forward his recommendations to
11 Administrator Kennedy. Chief Tingley said his department is requesting an
12 electronic palm scanner through the capital budget because the equipment that
13 was purchased in 2008 will not be supported in 2015. Lt. Boultenhouse said that
14 his biggest concern was the reduction made in the police fire communications
15 training line item because this budget is already limited.

16
17 Selectman Crowley reported that he went to the most recent School Committee meeting
18 where the Budget Sub-Committee discussed several funding options for the Full Day
19 Kindergarten program. Selectman Crowley said they discussed using a portion of the
20 additional Chapter 70 funds as well as the reserve fund. Chairman Trindade said he
21 would request the 4 year budget summary. Selectman Crowley reiterated his concern that
22 they are contemplating using non-recurring revenue for a recurring item. Several Board
23 members plan to attend the School Committee meeting on Thursday, March 20, 2014.

24
25 The Board also agreed to look at leasing Town vehicles instead of buying them.
26 Administrator Kennedy will forward the Town's vehicle inventory to Selectman
27 Trindade. Administrator Kennedy and Treasurer/Collector Melanie Phillips will plan to
28 sit down with the consultant over the next 2-3 weeks and create an initial analysis.

29
30 The Board will meet Monday, March 24, 2014 at 6:00 p.m. to discuss the enterprise
31 accounts, FY15 proposed modifications, budget gap, and warrants. The Board asked
32 Administrator Kennedy for a summary of the enterprise accounts revenue and expenses
33 to date.

34 35 **Approval of Change Order for Gale Associates:**

36 Several residents who live on Adams Street have expressed concern about the potential
37 traffic that may be created once the new turf field is complete. The scope of the project is
38 going to be expanded to include a traffic study. This was not anticipated or included in
39 the original proposal. Gale is sub-contracting with R.D. Vanasse for this study. As of
40 right now, the entrance for the new turf field will be on Adams Street. They are going to
41 look at the potential impact this may have and if it is possible to route the traffic through
42 the High School.

43
44 **Chairman Trindade moved that the Board of Selectman approve the Gale**
45 **Associates change order as presented and in an amount not to exceed \$13,975;**
46 **Selectman White; No discussion; all ayes 4-0-0.**

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2 **At 9:25 p.m., Selectman Trindade moved to adjourn; Selectman White second; No**
3 **discussion; All ayes 4-0-0.**
4
5 Respectfully submitted,
6 Michelle Reed

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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

March 24, 2014 at 6:00 p.m.

Sanford Hall

Town Hall, 155 Village Street

Present: Chairman Glenn Trindade; Selectmen John Foresto, Dennis Crowley, Richard D'Innocenzo and Maryjane White; and Town Administrator Suzanne Kennedy.

At 6:00 p.m., Chairman Trindade called the meeting to order and led in the Pledge of Allegiance.

Public Comments: None

Approval of BAN Award in the amount of \$605,000:

Treasurer/Collector Melanie Phillips and Assistant Treasurer/Collector Joanne Russo asked the Board to approve a Bond Anticipation Note (BAN) in the amount of \$605,000 from Eastern Bank with a .55% interest rate. Treasurer/Collector Phillips said they received three bids and this was the lowest. The purpose is to fund the Lovering Street tank mixer, water main projects, the Fire Department tanker truck, and sewer system improvements. She said they did not permanently bond because of the relatively low dollar amount. There is a significant cost associated with going out to bond. They plan to go out at a later date and include additional projects.

Selectman Foresto moved that the Board award the BAN in the amount of \$605,000 with an issue date of April 1, 2014 to Eastern Bank with a .55% interest rate; Selectman White second; No discussion; All ayes 5-0-0.

2015 Operating Budget:

The Board discussed the Town's Enterprise Funds. There are four Enterprise Funds, which include water, sewer, solid waste, and ambulance. The taxpayers who use these services pay for the services. If a resident has private sewer and water they do not pay into the Water and Sewer Enterprise Funds. Administrator Kennedy provided the Board with a summary of costs, including indirect, for all DPS functions for 2014 and 2015. She said there is about a \$60,000 increase year over year. She explained that she did not make many adjustments to these budgets other than reducing legal fees slightly. DPS Director Tom Holder said they have spent approximately \$600,000 on snow and ice removal this year and he is hopeful that they will not spend much more.

- **Solid Waste** – The revenues to date are 57%. This is in part due to the change from semi-annual billing to quarterly billing that was implemented this fiscal

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1 year. Mr. Holder said this is just a temporary issue and will not occur every fiscal
2 year. In addition, the trash bag revenue is not included in the figure. Billing is
3 done periodically and will be done soon. Shaw's has an outstanding bill of about
4 \$85,000. The Town spends about \$70,000 annually on the bags and it generates
5 approximately \$300,000 in revenue. It is possible that the Solid Waste Enterprise
6 account will end the fiscal year with a deficit because of these issues but there are
7 reserves available. The Board was assured that the reserves would be replenished.
8 Administrator Kennedy reported that the indirect costs have increased 8.7%,
9 which is due primarily to health insurance. Town Accountant Carol Pratt will
10 provide the Board with a summary on how the indirect costs are determined,
11 including the cost rate structure. Mr. Holder said he expects the new single
12 stream recycling program to begin July 1, 2014. He will begin rolling the
13 program out to the public in May.
14

- 15 • **Sewer** – Mr. Holder reported that he just learned that Medway's operational and
16 maintenance assessment for 2015 from the Charles River Pollution Control
17 District has increased by \$196,000. Mr. Holder explained that the assessment is
18 based on the amount of flow and the industrial strength. Medway's industrial
19 strength was recorded at much higher levels than previous years, which resulted
20 in the increased assessment. He added that the assessment was only based on the
21 Chicken Brook Interceptor, which only accounts for two thirds of Medway's
22 flow. It is possible that the figure could increase once they start to measure the
23 Black Swamp Interceptor. DPS is looking into this issue and taking samples to
24 see if they can explain the increase. Medway's capital assessment for 2016 is
25 about \$275,000. The Board is very concerned about the dramatic cost increases
26 and how it will affect residents. They would like to schedule a joint meeting with
27 Medway's representatives to the Charles River Pollution Control District, Doug
28 Downing and Paul DeSimone. Selectman Foresto said he is frustrated because
29 the costs continue to rise and the Town has not received an explanation. The
30 Town has approached them about net metering, which would help offset the costs
31 significantly, but they have been unresponsive. Selectman Crowley asked Town
32 Accountant Carol Pratt to provide the Board with an explanation on why the 2014
33 sewer budget figures do not reconcile.
34

- 35 • **Water** – The debt service related to the water main projects has not been factored
36 into the water rates. It will impact the water rates in the next several years. Mr.
37 Holder said they plan to begin the work on Village Street in June and will then
38 move to Adams Street. The roads will be paved after the water main work is
39 completed. The Board asked for a status on the water rate analysis. Mr. Holder
40 and Leo O'Rourke said they plan to have an analysis ready for the April 17, 2014
41 Water & Sewer Commission meeting. The Board asked that the analysis go
42 through 2020 and include the impact of the proposed DPS facility. The Board
43 said it understands that the analysis is based on assumptions and that the forecast
44 gets less precise the further out it goes, but it is an important starting point.
45

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- 1 • **Ambulance** – Chief Lynch provided the Board with a fee comparison. Some of
2 Medway’s fees are similar to other towns but some need to be adjusted. Chief
3 Lynch will make recommendations to the Board on how the fees should be
4 changed. Administrator Kennedy will look into the process for changing the fees.
5 The Board also discussed the amount of money that is needed from the General
6 Fund to subsidize the Ambulance Enterprise Account. Administrator Kennedy
7 said she decreased it from \$216,000 to \$196,000. Selectman Crowley asked if it
8 was possible to decrease it further to avoid having unexpended funds fall to the
9 Ambulance reserve account. The Board decided to transfer \$176,000 from the
10 General Fund and take \$20,000 from retained earnings for a total subsidy of
11 \$196,000. Administrator Kennedy will revise the article language related to this
12 matter to reflect this change.

13
14 **Selectman Crowley moved that the Board reduce the General Fund transfer**
15 **to the Ambulance Enterprise Fund by \$20,000 and take \$20,000 from the**
16 **Ambulance Enterprise Fund retained earnings and apply them to the budget**
17 **for FY 2015; Selectman D’Innocenzo second; No discussion; All ayes 5-0-0.**
18

19 Chairman Trindade asked for a revenue breakdown. He would like to know what
20 percentage is attributed to Medicare, Medicaid, private insurance, and self-pay.
21 Chief Lynch explained that the salary increase over the last two months is due to a
22 percentage of his salary and his administrative assistant’s salary being allocated to
23 the Ambulance Enterprise Fund. He explained that he just realized this wasn’t
24 being done and it should have been. Chief Lynch clarified that the overtime line
25 item pertains only to full-time personnel. Selectman Crowley asked for
26 clarification on whether the percentage of the base budget that goes to overtime is
27 normal. In addition, Chief Lynch reported that two members of the Medway Fire
28 Department are pursuing their Advanced Life Support (ALS) certification but it
29 will be several years before Medway can start answering and billing for ALS
30 services. Finally, Chief Lynch said that a member of the Fire Department who
31 was supposed to attend the Fire Academy is unable to. He asked to carry over the
32 unexpended balance so that it is available next year. He will have more
33 information on this matter soon.

Review and Approval of the May 12, 2014 Special Town Meeting Warrant:

Article 3: Transfer to Street Acceptance Account

37 Administrator Kennedy said she decreased the amount from \$20,000 to \$6,000. There
38 will be approximately \$8,700 available in the Street Acceptance Account. Planning and
39 Economic Development Coordinator Susy Affleck-Childs is developing a strategy for
40 moving forward, including cost estimates and possible obstacles associated with specific
41 streets.
42

43
44 **Chairman Trindade moved that the Board approve Article 3 of the May 12, 2014**
45 **Special Town Meeting warrant; Selectman Foresto second; No discussion; All ayes**
46 **5-0-0.**

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1 Article 4: Budget Transfer-Economic Development

2 Administrator Kennedy confirmed that \$59,327 would be transferred.

3
4 **Chairman Trindade moved that the Board approve Article 4 of the May 12, 2014**
5 **Special Town Meeting warrant; Selectman Foresto second; No discussion; All ayes**
6 **5-0-0.**

7
8 Article 7: Budget Transfer-Legal Services

9 Administrator Kennedy said that there is \$39,500 available. The initial appraisal for a
10 piece of property related to Economic Development will cost \$15,000. The Board agreed
11 to use \$15,000 for the appraisal and use the remaining amount, \$24,000, for legal services
12 related to the potential appellate tax court cases.

13
14 **Selectman Foresto moved that the Board approve Article 7 of the May 12, 2014**
15 **Special Town Meeting warrant to transfer \$24,000 from the Fiscal Year 2014 Legal**
16 **Expense Account to fund legal services associated with appellate tax court cases;**
17 **Selectman D’Innocenzo second; No discussion; All ayes 5-0-0.**

18
19 Article 8: Budget Transfer-Redevelopment Authority

20
21 **Selectman Foresto moved that the Board dismiss Article 8 of the May 12, 2014**
22 **Special Town Meeting warrant; Selectman D’Innocenzo second; No discussion; All**
23 **ayes 5-0-0.**

24
25 Article 11: Repurpose Monetary Article-Fire Department Training

26 **Selectman Foresto moved that the Board approve Article 11 as written; Selectman**
27 **D’Innocenzo second; No discussion; All ayes 5-0-0.**

28
29 **Selectman Foresto moved that the Board close the May 12, 2014 Special Town**
30 **Meeting warrant; Selectman D’Innocenzo second; No discussion; All ayes 5-0-0.**

31
32 **Review and Approval of the May 12, 2014 Town Meeting Warrant:**

33
34 **Selectman Foresto moved that the Board give direction to the Town Administrator**
35 **to populate Article 3, Article 4, Article 5, and Article 6 with the figures that were**
36 **just approved by the Board related to the Enterprise Funds and that the Board**
37 **approve Article 3, Article 4, Article 5, and Article 6; Selectman D’Innocenzo**
38 **second; No discussion; All ayes 5-0-0.**

39
40 Article 7: Free Cash Appropriation-Capital Items

41 Administrator Kennedy confirmed that there is still \$58,000 of Certified Free Cash
42 available. The Board agreed to add \$8,000 to the Cassidy Field Bathroom Project. They
43 also agreed that \$12,000 would be used to refurbish the Choate tennis courts and
44 remaining \$50,000 will be used to make as many improvements to the Choate Park
45 Building as possible. In addition, they said it is necessary for Chief Tingley to go to the
46 Finance Committee for funds for the Lovering/Holliston Street signs.

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1 Article 10: Capital Project: Construct Athletic Fields – CPC Funds

2 Administrator Kennedy said that parcel number information was added to the language.

3
4 Article 11: Capital Project: Construct Athletic Fields/Turf – General Funds

5 The Board will send an email to the schools about the use of the Hanlon Field Revolving
6 account.

7
8 Article 14: Repurpose Capital Funds: Middle School Improvements

9 Selectman Crowley said they do not want to use the entire amount of unexpended funds
10 and suggested putting \$525,000 in as a place holder. Certain features of the project,
11 including a new exit, are still being discussed.

12
13 **Selectman Foresto moved that the Board allocate \$525,000 to the monetary portion**
14 **of the article and approve Article 14 of the May 12, 2014 Town Meeting warrant;**
15 **Selectman D’Innocenzo second; No discussion; All ayes 5-0-0.**

16
17 Article 16: Repurpose Monetary Article-Town Hall Renovation

18 The Board needs to discuss this matter further.

19
20 Article 20: Revolving Accounts: Annual Authorization

21 **Selectman Foresto moved that the Board designate the Town Administrator as the**
22 **Authority to Spend for the Thayer Homestead; Selectman D’Innocenzo second; No**
23 **discussion; All ayes 5-0-0.**

24
25 Chairman Trindade said he would get the figures from the Community Preservation
26 Committee (CPC). He said he will also follow-up with the Planning Board relative to
27 commercial rezoning articles.

28
29 The Board reviewed the budget gap summary provided by Administrator Kennedy. The
30 summary included items for the Board to discuss and possibly fund and also possible
31 revenue sources. The Board agreed to use Certified Free Cash for the following items:

- 32
33
- Thayer Homestead Revolving Account (\$20,000)
 - Bylaw Review (\$22,250)
 - Town Hall Renovations (\$8,000)
 - Library for night watch service and materials (\$20,000)
- 36
37

38 **Selectman Foresto moved that the Board add a monetary article for \$20,000 to fund**
39 **the Library’s night watch services and books; Selectman White second; No**
40 **discussion; All ayes 5-0-0.**

41
42 **Selectman Foresto moved that the Board allow the Town Administrator to**
43 **incorporate the changes to Article 7 as discussed and add a warrant article for the**
44 **purpose of the library night watch services and books; Selectman Crowley second;**
45 **No discussion; All ayes 5-0-0.**

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1 Administrator Kennedy reported that the additional State Aid funds in the amount
2 \$88,068 cover the remaining budget gap of \$86,000.

3
4 **Selectman Foresto moved that the Board recognize the additional State Aid in the**
5 **amount of \$88,068 as additional revenue to be incorporated into the FY 2015**
6 **budget; Selectman White second; No discussion; All ayes 5-0-0.**

7
8 Administrator Kennedy asked the Board if they would like to have a strategic planning
9 initiative with the new Town Administrator in the fall. Administrator Kennedy said the
10 session will cost approximately \$6,000. The Board agreed that it would be beneficial and
11 asked that any leftover funds, including the remaining \$2,000 in Certified Free Cash, be
12 moved to the Town Administrator's budget for the purpose of funding the strategic
13 planning initiative.

14
15 Finally, Administrator Kennedy said she is proposing that Chief Tingley use the
16 unexpended balance at the end of the fiscal year to purchase one of the two requested
17 police vehicles. Administrator Kennedy said she is also recommending that any funds
18 remaining in the vehicle line item after the second vehicle is purchased is added to the
19 overtime line item. The Board asked that Chief Tingley review this proposal and let the
20 Board know if he is in agreement.

21
22 **Approval of Warrants:**

23 # 14-39S 3/27/2014

24
25 School Bills \$457,154.13
26 Town Payroll \$251,434.56
27 School Payroll \$797,987.19
28 Total \$2,555,997.63

29
30 **Selectman D'Innocenzo moved that the Board approve the warrant as read;**
31 **Selectman White second; No discussion; All ayes 5-0-0.**

32
33 **At 8:11 p.m., Selectman Crowley moved to adjourn; Selectman Foresto second; No**
34 **discussion; All ayes 5-0-0.**

35
36 Respectfully submitted,
37 Michelle Reed

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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

April 15, 2014 at 6:30 p.m.

Sanford Hall

Town Hall, 155 Village Street

Present: Chairman Glenn Trindade; Selectmen John Foresto, Dennis Crowley, and Richard D’Innocenzo; and Town Administrator Suzanne Kennedy.

At 6:34 p.m., Vice Chair Crowley called the meeting to order and led in the Pledge of Allegiance.

Public Comments: None

Re-open and Close May 12, 2014 Special Town Meeting Warrant:

Chairman Trindade moved that the Board of Selectmen re-open the May 12, 2014 Special Town Meeting warrant; Selectman D’Innocenzo second; No discussion; All ayes 4-0-0.

Article 1: Appropriation: Snow and Ice Deficit –

Administrator Kennedy recommended that the Board reduce the snow and ice free cash appropriation from \$250,000 to \$210,000 in Article 1 of the May 12, 2014 Special Town Meeting warrant. She is recommending that the remaining \$40,000 in free cash be allocated to the Assessor’s Revaluation Article on the Annual Town Meeting warrant. The funds will be used for the triennial revaluation and recertification that is required by the Department of Revenue (DOR).

Selectman Foresto moved that the Board reduce the free cash appropriation to the snow and ice deficit from \$250,000 to \$210,000 in Article 1 of the May 12, 2014 Special Town Meeting warrant; Selectman D’Innocenzo second; No discussion; All ayes 4-0-0.

Selectman Crowley moved that the Board add the Assessor’s Revaluation Article to the May 12, 2014 Annual Town Meeting warrant and approve the \$40,000 free cash appropriation for said article; Selectman Foresto second; No discussion; All ayes 4-0-0.

Article 6: Budget Transfer to Thayer Homestead Revolving Account –

Administrator Kennedy explained that Town Counsel advised that the Thayer Homestead Revolving Account should not be funded through a FY2014 budget transfer revenue source. The current Article 6 should be dismissed and broken into two separate articles. The first article will transfer the remaining balance of the FY2014 Thayer House budget

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1 to a monetary article and the second will establish the Thayer Homestead Revolving
2 Account. The Board reviewed the two new proposed articles. The Town Administrator
3 explained that any rental fees that are collected in the current fiscal year will be added to
4 the Thayer Homestead Revolving Account for operations and maintenance. Any
5 monetary support for this fiscal year and next fiscal year will go into the revolving
6 account and administered by the Town Administrator. Any remaining funds from the
7 FY14 budget will stay with the warrant article. Administrator Kennedy confirmed that
8 the funds will be used for operations and maintenance and there are not any restrictions.
9

10 **Selectman Foresto moved that the Board dismiss the current Article 6 of the May**
11 **12, 2014 Special Town Meeting; Selectman Trindade second; No discussion; All ayes**
12 **4-0-0.**

13
14 **Selectman Foresto moved that the Board add the new Article 6 of the May 12, 2014**
15 **Special Town Meeting warrant as proposed; Selectman Trindade second; No**
16 **discussion; All ayes 4-0-0.**

17
18 **Selectman Foresto moved that the Board add the new Article 7 of the May 12, 2014**
19 **Special Town Meeting warrant as proposed; Selectman Trindade second; No**
20 **discussion; All ayes 4-0-0.**

21
22 **Selectman Foresto moved that the Board close the May 12, 2014 Special Town**
23 **Meeting warrant; Selectman Crowley second; No discussion; All ayes 4-0-0.**

24
25 **Re-open and Close the May 12, 2014 Annual Town Meeting Warrant:**

26 **Selectman Foresto moved that the Board of Selectmen re-open the May 12, 2014**
27 **Annual Town Meeting warrant; Selectman D'Innocenzo second; No discussion; All**
28 **ayes 4-0-0.**

29
30 **Article 8: Free Cash Appropriation - Thayer Property Operations and**
31 **Article 10: Special Appropriation - Library**

32 Per Town Counsel, a revolving account can only be funded through new revenue sources
33 or raised and appropriated. The current Article 8 has the Thayer Homestead Revolving
34 Account being funded with free cash, which is not allowed. Administrator Kennedy is
35 recommending switching the funding sources for the Thayer Property Operations (Article
36 8) and the Special Appropriation to the Library (Article 10) to meet this requirement.
37 The funds for the Thayer Property Operations (Article 8) will now be raised and
38 appropriated and the Special Appropriation to the Library (Article 10) will be funded
39 with certified free cash.

40
41 **Selectman Foresto moved that the Board dismiss current Articles 8 and 10 on the**
42 **May 12, 2014 Annual Town Meeting warrant and add the new Articles 8 and 10 as**
43 **proposed; Selectman Crowley second; No discussion; All ayes 4-0-0.**

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1 Article 14: Capital Project – Construct Athletic Fields/Turf

2 The Board asked Administrator Kennedy to revise Article 14 to only include the fields at
3 Medway High School (parcel #38-339) and the land adjacent to Medway High School
4 (parcel #29-020). A new Article 15 will be added for the turf and structural
5 improvements at Hanlon Field.
6

7 **Selectman Crowley moved that the Board revise Article 15 on the May 12, 2014**
8 **Annual Town Meeting warrant to only include the fields at Medway High School**
9 **(parcel #38-339) and the land adjacent to Medway High School (parcel #29-020);**
10 **Selectman D’Innocenzo second; No discussion; All ayes 4-0-0.**
11

12 **Selectman Crowley moved that the Board add a new Article 15 to the May 12, 2014**
13 **Annual Town Meeting warrant to see if the Town will vote to raise and appropriate,**
14 **borrow, or transfer from available funds a sum of money for the purpose of funding**
15 **the purchase of synthetic turf and structural improvements at Hanlon Field;**
16 **Selectman D’Innocenzo second; No discussion; All ayes 4-0-0.**
17

18 **Selectman Foresto moved that the Board close the May 12, 2014 Annual Town**
19 **Meeting warrant; Selectman Crowley second; No discussion; All ayes 4-0-0.**
20

21 Recommendation – Governor’s Appointment to the Medway Redevelopment

22 Authority:

23 **Selectman Foresto moved that the Board recommend Richard Parrella to the**
24 **Governor for the Medway Redevelopment Authority; Selectman Crowley second;**
25 **No discussion; All ayes 4-0-0.**
26

27 Approval of Warrants:

28 # 14-42 4/17/2014
29

30 Town Bills \$429,077.28

31 Total \$429,077.28
32

33 **Selectman Foresto moved that the Board approve the warrant as read; Selectman**
34 **Crowley second; No discussion; All ayes 4-0-0.**
35

36 **At 7:02 p.m., Selectman Crowley moved to adjourn; Selectman Foresto second; No**
37 **discussion; All ayes 4-0-0.**
38
39

40 Respectfully submitted,
41 Michelle Reed

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

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

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

6 **May 12, 2014, 6:15 PM**

7 **Sanford Hall**

8 **Town Hall, 155 Village Street**
9

10 **Present: Chairman Glenn Trindade (6:30 PM); Selectmen Dennis Crowley, Richard**
11 **D'Innocenzo (6:33 PM), John Foresto and Maryjane White; and Town Administrator**
12 **Suzanne Kennedy.**
13

14 Also in Attendance: Finance Director, Collector, Treasurer Melanie Phillips, Town
15 Accountant Carol Pratt, Human Resources Director E. Susan Ellis, Deputy Director of
16 Public Services David D'Amico, and Town Counsel Barbara Saint André.
17

18 At 6:20 PM, Vice-Chairman Crowley called the meeting to order and led in the Pledge of
19 Allegiance.
20

21 **Public Comments:** None
22

23 **Approval of Warrants** (taken out of order)

24 Warrant 14-46, dated 5/15/2014, was Town Bills in the amount of: \$338,414.75.
25

26 **Mr. Foresto moved the warrants as read, Ms. White seconded, and it was**
27 **unanimously voted (3-0-0).**
28

29 **Discussion – Special Town Meeting Article 13 – Land Acquisition**

30 It was noted that no action is going to be taken on this article. The land in question is
31 known as the Wickett property.
32

33 **Mr. Foresto moved to dismiss Article 13, seconded by Ms. White, and it was**
34 **unanimously voted (3-0-0).**
35

36 **Discussion – Annual Town Meeting Articles 13-15 – Construction of Athletic Fields**

37 Ms. Phillips reviewed the costs associated with the three field articles and indicated that a
38 fifteen percent contingency was added to the bid amount associated with Article 13. The
39 total cost of the fields would be \$4,227,550.
40

41 Chairman Trindade arrived from the Community Preservation Committee (CPC)
42 meeting. He stated the CPC voted unanimously to support the athletic field projects.
43

44 Dr. D'Innocenzo arrived.
45

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1 Mr. Crowley asked for the contingency amounts for each article. Ms. Phillips provided
2 these. The bid for Article 13 was \$2,428,960 with \$428,640 in contingency added. The
3 bid associated with Article 14 was \$693,263 with a 5% contingency of \$36,487 added.
4 The bid associated with Article 15 was \$608,190 with a 5% contingency of \$32,010
5 added.

6
7 Mr. Crowley asked why the cost of Hanlon Field (Art. 15) seemed high. Mr. Trindade
8 explained that the project involves more than the turf replacement. Drainage work, repair
9 of the retaining system, re-spraying the track and netting are also included. Mr. Crowley
10 stated that the Gale report only estimated \$500,000 for this work. Mr. Trindade replied
11 that it is likely being done at a premium due to the fact the work must be completed
12 before football practice starts in August. Dr. D’Innocenzo added that the re-spraying of
13 the track is driving up the cost, and that this is a maintenance expense that should occur
14 every seven years.

15
16 There was discussion about who would address the athletic field articles. Mr. Trindade
17 offered to do so. It was mentioned that Ross Rackliff of the Evaluation of Parks, Fields
18 and Recreational Areas Committee would be giving a brief presentation. Dr.
19 D’Innocenzo stated that Mr. Rackliff would show a slide of the proposed field locations.

20
21 **Mr. Crowley moved to approve Article 13 as written, seconded by Ms. White, and**
22 **unanimously voted (5-0-0).**

23
24 **Mr. Crowley moved to approve Article 14 as written, seconded by Mr. Trindade,**
25 **and unanimously voted (5-0-0).**

26
27 **Mr. Crowley moved to approve Article 15 as written, seconded by Ms. White, and**
28 **unanimously voted (5-0-0).**

29 30 Report – Town Administrator Screening Committee

31 Ms. White, who is also a member of the Town Administrator Screening Committee,
32 announced the Town Administrator finalists:

33
34 Leon Gaumont, West Boylston Town Administrator
35 Frederic Turkington, former Wayland Town Administrator
36 Michael Boynton, Walpole Town Administrator
37 Allison Potter, Medway Asst. to the Town Administrator
38

39 There was discussion about scheduling interviews and the process that would be
40 followed. There was a request to receive the materials, including resumes, references and
41 interview questions, ahead of the interviews so that they could be reviewed by the
42 Selectmen. The Collins Center would handle it. Saturday, May 31, was identified as a
43 prospective interview date.

44
45 **At 7:47 PM, Ms. White moved to adjourn; Dr. D’Innocenzo seconded, and it was**
46 **unanimously voted (5-0-0).**

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

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

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

6 **May 19, 2014 at 6:30 p.m.**

7 **Sanford Hall**

8 **Town Hall, 155 Village Street**
9

10 **Present: Vice Chairman Dennis Crowley; Selectmen John Foresto, Rick**
11 **D'Innocenzo, and Maryjane White; and Town Administrator Suzanne Kennedy.**

12
13 At 6:34 p.m., Vice Chairman Crowley called the meeting to order and led in the Pledge
14 of Allegiance.

15
16 **Public Comments:** None
17

18 **Joint Meeting with the Water and Sewer Commission to Discuss Water and Sewer**
19 **Rates:**

20 The Board of Selectmen was joined by Water and Sewer Commissioners Chan Rogers
21 and Bob Wilson, DPS Director Tom Holder, and Treasurer/Collector Melanie Phillips.
22

23 Treasurer/Collector Melanie Phillips and DPS Director Tom Holder reviewed the water
24 and sewer 5 year forecasts with the Board. Treasurer/Collector Phillips said they worked
25 with the Town Accountant's office to prepare the forecasts using the template from
26 previous years. The Water and Sewer Commissioners have reviewed and approved the
27 proposed increases. Overall, there will be an average increase of 4% to the water rates
28 and an average increase of 20% to sewer rates.
29

30 The main driver behind the increased sewer rates are the assessments from the Charles
31 River Pollution Control District. The Town currently pays a capital assessment and
32 planned for an increased assessment over the next several years. The Charles River
33 Pollution Control District is currently in Phase 3 of a \$24 million capital project. DPS
34 Director Holder said the project is necessary and the improvements are long overdue. He
35 said regulations are more far more stringent now than when the facility was built in the
36 1970's and the equipment is inadequate. All communities that utilize the Charles River
37 Pollution Control District are responsible for their portion of the project's debt service.
38 Mr. Holder said the average household will see a \$44 increase annually to their sewer
39 bill. Treasurer/Collector Phillips said she compared Medway's sewer rates to
40 neighboring communities and Medway's are still the lowest even with the increase.
41 Treasurer/Collector Phillips confirmed that the new debt service line item includes the
42 proposed capital improvements and new DPS facility.
43

44 In addition, DPS Director Holder explained that the Town only recently learned of an
45 increased operational and maintenance assessment. This assessment is based on the

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1 amount and industrial strength of the flows Medway contributes. In 2013, there was an
2 increase in Medway's industrial strength. Mr. Holder said they have not been able to
3 explain the increase but are in the process of investigating it and hope to have answers in
4 the next several months. He said due to the Inflow and Infiltration (I & I) work the
5 department has been performing over the last several years the amount of flow has
6 actually decreased. Selectman Foresto asked the Water and Sewer Commissioners to
7 follow-up with Medway's representatives to the Charles River Pollution Control District
8 to find out what is being done to reduce and control future costs. He said he and
9 Administrator Kennedy met with the Charles River Pollution Control District recently to
10 discuss taking advantage of SREC's and possibly reducing their electricity bill by 50%
11 but they were not interested.

12
13 Treasurer/Collector Phillips confirmed that the debt service line item under the water
14 rates forecast includes the water main projects and the new DPS facility. Mr. Holder
15 added that they are making a strategic reduction of the retained earnings to provide rate
16 relief for residents. The Town plans to bring the retained earnings to 20%, which is
17 standard practice. The forecast also takes the reduction in consumption over the last
18 couple years into consideration.

19
20 Also, Mr. Holder explained that Medway received a \$99,000 grant to study unaccounted-
21 for water. Medway is currently around 30%, which is about 200,000 gallons per day.
22 The goal is to be around 10%. Mr. Holder is confident they will find the source and
23 confident in their approach. He said at this point it does not look like it is due to a leak or
24 leaks. He thinks it is most likely due to connections that the Town is unaware of. The
25 next step will be to evaluate several hundred commercial properties and look for illicit
26 connections.

27
28 Selectman Crowley asked Treasurer/Collector Phillips to provide the Board with the
29 information in the previous format that was easier to read. In addition, the Board
30 discussed why the tiers were revised and asked Treasurer/Collector to review the changes
31 to see if it created additional revenue. The Board also asked for the average dollar
32 amount increase that each tier will experience.

33
34 **Public Hearing Transfer of All Alcohol License from Conway Liquors, Inc. d/b/a**
35 **West Medway Liquors to PragatHari, LLC d/b/a West Medway Liquors:**

36 **Selectman Foresto moved that the Board open the Public Hearing on the proposed**
37 **All Alcohol License transfer from Conway Liquors, Inc. d/b/a/ West Medway**
38 **Liquors to PragatHari, LLC d/b/a West Medway Liquors to be located at 175 Main**
39 **Street; Selectman White second; No discussion; All ayes 4-0-0.**

40
41 Mr. Kunal Patel represented PragatHari, LLC and explained that they are buying West
42 Medway Liquors and requested that the Board transfer the All Alcohol License. They
43 also own Fields' Wine and Spirits in Bellingham. Mr. Patel said the name of West
44 Medway Liquors will not change and they are not planning any changes to the structure
45 at this point. Mr. Patel confirmed that he has had no issues with the Alcoholic Beverages
46 Control Commission (ABCC).

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1 **Selectman Foresto moved that the Board close the Public Hearing on the proposed**
2 **All Alcohol License transfer from Conway Liquors, Inc. d/b/a/ West Medway**
3 **Liquors to PragatHari, LLC d/b/a West Medway Liquors to be located at 175 Main**
4 **Street; Selectman D’Innocenzo second; No discussion; All ayes 4-0-0.**
5

6 **Selectman Foresto moved that the Board approve the transfer of the All Alcohol**
7 **License and the transfer of stock from Conway Liquors, Inc. d/b/a/ West Medway**
8 **Liquors to PragatHari, LLC d/b/a West Medway Liquors contingent upon the**
9 **receipt of the DOR Certificate of Good Standing; Selectman White second; No**
10 **discussion; All ayes 4-0-0.**
11

12 **Authorization of Chairman to Execute Contract with All States Asphalt, Inc.:**

13 DPS Director Tom Holder reported that All States Asphalt, Inc. was the only bidder for
14 this contract. He explained that liquid asphalt/rubberized chip seal will be applied on top
15 of the cracked seal. Other towns are having success with this product and seeing the life
16 of the roads extended. They will reevaluate whether to continue this practice at the end
17 of the two year contract.
18

19 **Selectman Foresto moved that the Board authorize the Chairman to execute the**
20 **contract for pavement resurface treatment between the Town and All States**
21 **Asphalt, Inc., in an amount not to exceed \$50,000; Selectman D’Innocenzo second;**
22 **No discussion; All ayes 4-0-0.**
23

24 **Approval of Minutes:**

25 **Selectman Foresto moved that the Board approve the meeting minutes from**
26 **January 15, 2014 as written; Selectman White second; The Board discussed whether**
27 **line 34 on page 1 should be changed to the High School but decided it should not;**
28 **All ayes 4-0-0.**
29

30 **Selectman Foresto moved that the Board approve the meeting minutes from**
31 **February 3, 2014 as written; Selectman White second; No discussion; All ayes 4-0-0.**
32

33 **Selectman Foresto moved that the Board approve the meeting minutes from**
34 **February 24, 2014 as written; Selectman White second; No discussion; All ayes**
35 **4-0-0.**
36

37 **Approval of Warrants:**

38 # 14-47S 5/22/2014
39

40 School Bills \$319,612.94
41 Town Payroll \$257,134.75
42 School Payroll \$789,657.94
43 Total \$1,366,405.63
44

45 **Selectman Foresto moved that the Board approve the warrant as read; Selectman**
46 **White second; No discussion; All ayes 4-0-0.**

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Town Administrator Report:

- The Metropolitan Area Planning Council (MAPC) is looking at whether towns can join forces to secure contracts with the electric companies. She does not think this will happen in the near future.
- She reported that the Senate is looking at the State budget. In 2014, approximately \$25 million in Community Preservation funds were distributed to towns and cities throughout Massachusetts, including Medway. Administrator Kennedy will follow-up with Senator Spilka's office to lobby for language to be added for 2015.

Selectmen's Reports:

Selectman White

- Town Administrator interviews – HR Director Sue Ellis is targeting May 31, 2014 for the interviews. Administrator Kennedy's office will follow-up with the Board for another date. The Board would like to go ahead with May 31, 2014 for those candidates that are available. The Board will receive the resumes ahead of time. They also asked for the candidates references.
- Resident Sue Cooper would like to donate two portraits to the Town. The portraits will be displayed at the Thayer House. The Board said they would like to have the portraits presented at the Thayer House Open House, if one is held.
- Town Election will be held tomorrow. The polls will be open from 7:00 a.m. to 8:00 p.m. at the Middle School.

Selectman D'Innocenzo

- Medway Pride Day was a success.
- He reminded residents to get out and vote tomorrow.
- He also noted that there were approximately 300 residents in attendance at the Annual Town Meeting.

Selectman Crowley

- Medway continues to retain its 2015 position for state funding for the Rt. 109 project.
- He reported bids are going out for the Middle School parking lot project, which will include upgrades to lighting. The project is expected to be completed by the end of August.

At 7:43 p.m., Selectman Foresto moved to adjourn; Selectman White second; No Discussion; All ayes 4-0-0.

Respectfully submitted,

Michelle Reed

AGENDA ITEM #21

Town Administrator's Report

AGENDA

ITEM #22

Selectmen's Reports