



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 30, 2014, 7:30AM

Sanford Hall, Town Hall

155 Village Street

Agenda

7:30 AM

- Call to order; Recitation of the Pledge of Allegiance

Other Business

1. Approval – Ambulance Enterprise Accounts Receivable Write-Off - \$160,477.30
2. Approval – FY15 Indirect Cost Agreement for Town Enterprise Funds
3. Authorization of Chairman to Execute Contract for Appraisal Services – Sansoucy - \$44,000.
4. Authorization of Chairman to Execute Contract Amendment with Robert Hubbard for Continued Redevelopment Authority Director Services
5. Authorization of Chairman to Execute Contract with Petrini & Associates, P.C. for Town Counsel Services for a Three-Year Term
6. Approval – End of Year Budget Transfer Request – Council on Aging
7. Approval – Amendment to Town Administrator's Contract

Upcoming Meetings, Agenda and Reminders

July 7, 2014 ---- Regular Meeting

AGENDA

ITEM #1

**Approval – Ambulance Enterprise
Accounts Receivable Write-Off -
\$160,477.30**

Associated back up materials attached.

- Receivable information provided by Town Accountant

Proposed motion: I move that the Board authorize writing-off ambulance enterprise account receivables in the amount of \$160,477.30, as presented by the Town Accountant.

**Town of Medway
Ambulance Enterprise Accounts Receivable**

Active Receivables as of 5/31/2014 Billed and Collected by Pro EMS	94,724.41	Exhibit ①
<u>Billings Prior to June 30, 2011</u>		
Outstanding Comstar Balances		
See page 4	62,546.70	Exhibit ② Write-off
Outstanding FFRS Balances		
See page 9	97,779.96	Exhibit ③ Write-off
Unidentified Receivable Balance	150.64	Exhibit ④ Write-off
Current Receivable Balance as of 5/31/14:	255,201.71	

**Seeking Board of Selectmen approval to Write-Off \$160,477.30
of uncollectable receivables**

Meeting Date: _____

Vote: _____

PRO-EMIS SOLUTIONS
 Town of Medway
 Ambulance Billing Accounting Reports

	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	YTD
Previous Balance Forward	\$105,092.19	\$106,753.96	\$104,663.93	\$92,592.19	\$130,376.15	\$115,800.75	
Charges in Period	\$82,141.60	\$72,580.20	\$71,241.80	\$104,170.60	\$81,778.60	\$83,974.40	
Contractual Allow	\$29,735.97	\$30,569.59	\$33,380.95	\$38,113.41	\$30,859.14	\$31,009.52	
Manual Contractual	\$7,115.22	\$9,418.61	\$3,739.17	\$4,826.92	\$6,360.29	\$5,368.23	
Payment	\$40,963.55	\$36,287.83	\$28,088.00	\$19,665.91	\$55,792.79	\$32,382.58	
Refund	\$0.00	\$0.00	\$0.00	\$0.00	-\$202.54	\$0.00	
Write-Off	\$1,926.81	\$314.96	\$16,817.76	\$5,829.49	\$6,840.80	\$3,548.49	
Credits in Period	\$79,741.55	\$76,590.99	\$82,025.88	\$68,435.73	\$99,650.48	\$72,308.82	
Charge Adjustments	\$0.00	\$3,225.00	\$0.00	\$0.00	\$6,721.60	\$1,440.40	
Credit Adjustments	\$738.28	\$1,304.24	\$1,287.66	-\$2,049.09	\$3,425.12	-\$192.36	
Misc Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Totals	\$106,753.96	\$104,663.93	\$92,592.19	\$130,376.15	\$115,800.75	\$129,099.09	
SENT DIRECTLY	\$9,241.47	\$6,534.69	\$7,976.19	\$5,425.14	\$10,918.21	\$9,678.18	
LOCKBOX	\$31,722.08	\$29,633.60	\$20,111.81	\$14,240.77	\$44,874.58	\$22,704.40	
CREDIT CARDS/COLLECTION/CHECK	\$0.00	\$119.54	\$0.00	\$0.00	\$0.00	\$0.00	
Totals	\$40,963.55	\$36,287.83	\$28,088.00	\$19,665.91	\$55,792.79	\$32,382.58	

	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	YTD
Previous Balance Forward	\$129,099.09	\$134,435.25	\$147,602.04	\$129,682.73	\$106,399.46	\$103,396.03	
Charges in Period	\$103,417.00	\$91,777.80	\$86,012.40	\$84,556.20	\$77,068.40	\$88,570.00	
Contractual Allow	\$47,785.60	\$30,211.03	\$32,790.57	\$31,388.02	\$35,858.40	\$38,400.42	
Manual Contractual	\$7,401.66	\$6,691.64	\$21,717.23	\$8,854.43	\$4,284.56	\$9,584.63	
Payment	\$34,527.75	\$40,858.21	\$45,859.83	\$56,260.08	\$42,084.01	\$38,979.24	
Refund	\$0.00	\$0.00	-\$294.80	-\$2,671.80	-\$56.70	-\$76.84	
Write-Off	\$8,674.06	\$2,636.85	\$4,275.21	\$11,328.44	\$495.04	\$13,081.65	
Credits in Period	\$98,389.07	\$80,397.73	\$104,348.04	\$105,159.17	\$82,665.31	\$99,969.10	
Charge Adjustments	-\$11.43	\$5,476.00	-\$8.40	\$1,250.00	\$3,809.49	\$3,409.80	
Credit Adjustments	-\$319.66	\$1,437.13	-\$424.73	\$3,930.30	\$1,216.01	\$682.32	
Misc Adjustments	\$0.00	-\$2,252.15	\$0.00	\$0.00	\$0.00	\$0.00	
Totals	\$134,435.25	\$147,602.04	\$129,682.73	\$106,399.46	\$103,396.03	\$94,724.41	
SENT DIRECTLY	\$6,850.04	\$6,083.34	\$10,116.56	\$7,822.79	\$13,040.55	\$10,047.61	
LOCKBOX	\$27,677.71	\$33,673.41	\$35,743.27	\$48,437.29	\$28,959.93	\$28,931.63	
CREDIT CARDS/COLLECTION/CHECK	\$0.00	\$1,101.46	\$0.00	\$0.00	\$83.53	\$0.00	
Totals	\$34,527.75	\$40,858.21	\$45,859.83	\$56,260.08	\$42,084.01	\$38,979.24	

Aging by Incident with FFR Separation:

TOWN OF MEDWAY

Exhibit 2
Comstar Balances

At Comstar	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
05/10/03	MD3-356	42830		0.00	0.00	0.00	0.00	-71.60	-71.60
03/23/06	MDD06-347	36536		0.00	0.00	0.00	0.00	-227.60	-227.60
09/04/06	MD7-067	122736		0.00	0.00	0.00	0.00	-937.14	-937.14
07/15/07	MD8-032	99634		0.00	0.00	0.00	0.00	107.56	107.56
08/11/07	MD7-090	111247		0.00	0.00	0.00	0.00	739.56	739.56
09/09/07	MD7-140	127019		0.00	0.00	0.00	0.00	300.00	300.00
09/17/07	MD7-146	130661		0.00	0.00	0.00	0.00	91.10	91.10
02/24/09	MDD9-19596	33087		0.00	0.00	0.00	0.00	547.93	547.93
07/03/09	MDD10-005	124394		0.00	0.00	0.00	0.00	753.78	753.78
10/05/09	MDD10-148	183443		0.00	0.00	0.00	0.00	809.43	809.43
10/17/09	MDD10-169	193731		0.00	0.00	0.00	0.00	844.82	844.82
11/29/09	MDD10-245	209121		0.00	0.00	0.00	0.00	877.71	877.71
12/11/09	MDD10-265	231218		0.00	0.00	0.00	0.00	327.02	327.02
12/17/09	MDD10-276	231254		0.00	0.00	0.00	0.00	175.54	175.54
12/31/09	MDD9-307	232107		0.00	0.00	0.00	0.00	776.54	776.54
01/02/10	MDD10-313	2952		0.00	0.00	0.00	0.00	753.78	753.78
01/17/10	MDD10-333	6793		0.00	0.00	0.00	0.00	1,829.14	1,829.14
01/17/10	MDD10-335	10202		0.00	0.00	0.00	0.00	1,260.14	1,260.14
02/09/10	MDD10-370	30612		0.00	0.00	0.00	0.00	351.93	351.93
03/04/10	MDD10-410	41373		0.00	0.00	0.00	0.00	100.00	100.00
05/01/10	MDD10-514	75030		0.00	0.00	0.00	0.00	100.00	100.00
05/04/10	MDD10-521	83773		0.00	0.00	0.00	0.00	776.54	776.54
05/17/10	MDD10-536	93802		0.00	0.00	0.00	0.00	741.51	741.51
05/20/10	MDD10-540	93806		0.00	0.00	0.00	0.00	1,442.22	1,442.22
06/02/10	MDD10-563	101636		0.00	0.00	0.00	0.00	150.00	150.00
06/06/10	MDD10-573	102036		0.00	0.00	0.00	0.00	70.47	70.47
06/07/10	MDD10-579	102050		0.00	0.00	0.00	0.00	150.00	150.00
06/12/10	MDD10-587	102206		0.00	0.00	0.00	0.00	97.81	97.81
06/22/10	MDD10-594	115293		0.00	0.00	0.00	0.00	764.27	764.27
06/25/10	MDD10-596	115296		0.00	0.00	0.00	0.00	753.78	753.78
07/08/10	MDD11-010	123533		0.00	0.00	0.00	0.00	91.99	91.99
07/09/10	MDD11-013	123565		0.00	0.00	0.00	0.00	799.30	799.30
07/11/10	MDD11-021	123682		0.00	0.00	0.00	0.00	150.00	150.00
07/11/10	MDD11-022	123693		0.00	0.00	0.00	0.00	150.00	150.00
07/13/10	MDD11-027	130513		0.00	0.00	0.00	0.00	1,205.94	1,205.94

RescuNet™

Aging by Incident with FFR Separation:

TOWN OF MEDWAY

At Comstar		Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
Incident Date	Incident #								
07/16/10	MD11-029	130619		0.00	0.00	0.00	0.00	279.68	279.68
07/18/10	MD11-034	131630		0.00	0.00	0.00	0.00	1,396.70	1,396.70
07/19/10	MD11-038	131628		0.00	0.00	0.00	0.00	832.19	832.19
07/28/10	MD10-058	141809		0.00	0.00	0.00	0.00	822.06	822.06
07/29/10	MD10-059	141814		0.00	0.00	0.00	0.00	150.00	150.00
08/06/10	MD10-069	141848		0.00	0.00	0.00	0.00	877.71	877.71
08/06/10	MD10-23017	141851		0.00	0.00	0.00	0.00	1,373.94	1,373.94
08/11/10	MD11-083	145525		0.00	0.00	0.00	0.00	50.00	50.00
08/17/10	MD10-092	150752		0.00	0.00	0.00	0.00	97.34	97.34
08/18/10	MD10-094	150754		0.00	0.00	0.00	0.00	1,351.18	1,351.18
08/19/10	MD10-098	150804		0.00	0.00	0.00	0.00	708.26	708.26
08/26/10	MD11-106	154869		0.00	0.00	0.00	0.00	902.41	902.41
08/26/10	MD11-337	240780		0.00	0.00	0.00	0.00	283.50	283.50
08/31/10	MD11-113	164240		0.00	0.00	0.00	0.00	150.00	150.00
09/02/10	MD11-120	164280		0.00	0.00	0.00	0.00	50.00	50.00
09/03/10	MD11-121	164284		0.00	0.00	0.00	0.00	993.45	993.45
09/04/10	MD11-124	164297		0.00	0.00	0.00	0.00	-1,251.18	-1,251.18
09/04/10	MD11-124	241611		0.00	0.00	0.00	0.00	1,351.18	1,351.18
09/23/10	ND11-152	171339		0.00	0.00	0.00	0.00	771.13	771.13
09/24/10	MD11-153	171342		0.00	0.00	0.00	0.00	1,428.36	1,428.36
09/25/10	MD11-154	171347		0.00	0.00	0.00	0.00	794.72	794.72
09/25/10	MD11-156	171352		0.00	0.00	0.00	0.00	889.08	889.08
10/06/10	MD10-175	184238		0.00	0.00	0.00	0.00	1,506.44	1,506.44
10/09/10	MD10-180	184245		0.00	0.00	0.00	0.00	57.20	57.20
10/16/10	MD10-188	188597		0.00	0.00	0.00	0.00	82.91	82.91
10/18/10	MD11-192	197109		0.00	0.00	0.00	0.00	150.00	150.00
10/18/10	MD11-193	197114		0.00	0.00	0.00	0.00	180.31	180.31
10/20/10	MD11-196	197129		0.00	0.00	0.00	0.00	50.00	50.00
10/27/10	MD11-201	197149		0.00	0.00	0.00	0.00	928.95	928.95
11/14/10	MD11-228	204729		0.00	0.00	0.00	0.00	429.53	429.53
11/22/10	MD11-245	213032		0.00	0.00	0.00	0.00	100.00	100.00
11/22/10	MD11-245	241503		0.00	0.00	0.00	0.00	818.31	818.31
11/26/10	MD11-254	213083		0.00	0.00	0.00	0.00	49.72	49.72
12/05/10	MD11-265	225938		0.00	0.00	0.00	0.00	905.36	905.36
12/08/10	MD11-273	226192		0.00	0.00	0.00	0.00		

RescueNet™

Aging by Incident with FFR Separation:

TOWN OF MEDWAY

At Comstar	Incident Date	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
	12/08/10	MD10-276	238204		0.00	0.00	0.00	0.00	1,388.49	1,388.49
	12/12/10	MD11-279	226219		0.00	0.00	0.00	0.00	150.00	150.00
	12/13/10	MD10-285	238211		0.00	0.00	0.00	0.00	281.73	281.73
	12/13/10	MD10-286	238215		0.00	0.00	0.00	0.00	121.40	121.40
	12/13/10	MD10-287	238217		0.00	0.00	0.00	0.00	100.00	100.00
	12/16/10	MD10-292	238227		0.00	0.00	0.00	0.00	1,334.00	1,334.00
	12/16/10	MD10-293	238228		0.00	0.00	0.00	0.00	952.54	952.54
	12/19/10	MD10-296	238232		0.00	0.00	0.00	0.00	1,023.31	1,023.31
	12/27/10	MD10-308	238244		0.00	0.00	0.00	0.00	881.77	881.77
	12/29/10	MD10-315	238251		0.00	0.00	0.00	0.00	653.18	653.18
	01/03/11	MD11-320	6860		0.00	0.00	0.00	0.00	694.72	694.72
	01/05/11	MD11-322	6865		0.00	0.00	0.00	0.00	407.52	407.52
	01/13/11	MD11-327	6879		0.00	0.00	0.00	0.00	841.90	841.90
	01/27/11	MD11-350	19538		0.00	0.00	0.00	0.00	95.25	95.25
	01/27/11	MD11-358	19540		0.00	0.00	0.00	0.00	794.72	794.72
	01/30/11	MD11-356	19549		0.00	0.00	0.00	0.00	952.54	952.54
	02/03/11	MD11-363	22602		0.00	0.00	0.00	0.00	865.49	865.49
	02/09/11	MD11-376	22619		0.00	0.00	0.00	0.00	-466.48	-466.48
	02/10/11	MD11-378	22621		0.00	0.00	0.00	0.00	794.72	794.72
	02/16/11	MD11-382	32753		0.00	0.00	0.00	0.00	1,293.78	1,293.78
	02/20/11	MD11-391	32801		0.00	0.00	0.00	0.00	50.00	50.00
	02/21/11	MD11-394	32818		0.00	0.00	0.00	0.00	928.95	928.95
	02/25/11	MD11-403	32904		0.00	0.00	0.00	0.00	261.65	261.65
	02/28/11	MD11-405	32920		0.00	0.00	0.00	0.00	818.31	818.31
	02/28/11	MD11-406	32927		0.00	0.00	0.00	0.00	511.98	511.98
	03/06/11	MD11-414	42331		0.00	0.00	0.00	0.00	771.13	771.13
	03/09/11	MD11-243209	57899		0.00	0.00	0.00	0.00	42.38	42.38
	03/17/11	MD11-244059	56847		0.00	0.00	0.00	0.00	200.00	200.00
	03/25/11	MD11-3225	56739		0.00	0.00	0.00	0.00	771.13	771.13
	03/26/11	MD11-244026	57860		0.00	0.00	0.00	0.00	42.38	42.38
	04/01/11	MD11-3085	69214		0.00	0.00	0.00	0.00	1,475.54	1,475.54
	04/03/11	MD11-3173	69219		0.00	0.00	0.00	0.00	200.00	200.00
	04/07/11	MD11-XXXX	69241		0.00	0.00	0.00	0.00	818.31	818.31
	04/08/11	MD11-3379	69245		0.00	0.00	0.00	0.00	84.19	84.19
	04/22/11	MD11-471	77407		0.00	0.00	0.00	0.00	111.16	111.16

RescueNet™

Aging by Incident with FFR Separation: TOWN OF MEDWAY

At Comstar Incident Date	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
04/24/11	MD11-482	77417		0.00	0.00	0.00	0.00	234.83	234.83
05/08/11	MD11-243348	84149		0.00	0.00	0.00	0.00	677.65	677.65
05/11/11	CT11-4434	84461		0.00	0.00	0.00	0.00	474.21	474.21
05/19/11	MD11-4670	92706		0.00	0.00	0.00	0.00	912.67	912.67
05/23/11	MD11-4802	92726		0.00	0.00	0.00	0.00	818.31	818.31
05/29/11	MD11-5019	92740		0.00	0.00	0.00	0.00	102.93	102.93
05/30/11	MD11-XXXX	92743		0.00	0.00	0.00	0.00	103.76	103.76
05/30/11	MD11-5073	92747		0.00	0.00	0.00	0.00	841.90	841.90
06/04/11	MD11-531	106521		0.00	0.00	0.00	0.00	75.00	75.00
06/07/11	MD11-533	106527		0.00	0.00	0.00	0.00	104.30	104.30
06/08/11	MD11-534	106529		0.00	0.00	0.00	0.00	75.00	75.00
06/08/11	MD11-535	106535		0.00	0.00	0.00	0.00	999.72	999.72
06/13/11	MD11-539	106532		0.00	0.00	0.00	0.00	818.31	818.31
06/20/11	MD11-549	118029		0.00	0.00	0.00	0.00	107.05	107.05
06/21/11	MD11-548	118026		0.00	0.00	0.00	0.00	200.81	200.81
06/24/11	MD11-555	118065		0.00	0.00	0.00	0.00	259.83	259.83
06/26/11	MD11-558	118078		0.00	0.00	0.00	0.00	841.90	841.90
06/28/11	MD11-561	118092		0.00	0.00	0.00	0.00	84.19	84.19
06/29/11	MD11-564	118108		0.00	0.00	0.00	0.00	94.84	94.84
06/29/11	MD11-565	118113		0.00	0.00	0.00	0.00	102.93	102.93
06/30/11	MD11-566	118116		0.00	0.00	0.00	0.00	4,582.19	4,582.19
								62,488.07	67,070.26

Payments Rec'd (4,523.51)
62,546.70

Aging by Incident with FFR Separation: TOWN OF MEDWAY

*Exhibit 3
FFRS Balance*

At FFR Incident Date	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
05/26/04	MDD4-0394	58922		0.00	0.00	0.00	0.00	425.99	425.99
08/22/04	MDD04-041	97070		0.00	0.00	0.00	0.00	518.02	518.02
09/01/04	MDD4-0057	105735		0.00	0.00	0.00	0.00	559.16	559.16
12/16/04	MDS-184	152171		0.00	0.00	0.00	0.00	625.05	625.05
02/18/05	MDS-281	21932		0.00	0.00	0.00	0.00	620.32	620.32
07/12/05	MDS-014	87529		0.00	0.00	0.00	0.00	584.15	584.15
08/28/05	MDS-068	108989		0.00	0.00	0.00	0.00	646.04	646.04
10/18/05	MDS-130	136040		0.00	0.00	0.00	0.00	607.86	607.86
10/22/05	MDS-137	136094		0.00	0.00	0.00	0.00	783.44	783.44
10/29/05	MDS-146	136168		0.00	0.00	0.00	0.00	607.86	607.86
11/17/05	MDS-0176	144552		0.00	0.00	0.00	0.00	642.58	642.58
11/21/05	MDS-0182	144588		0.00	0.00	0.00	0.00	677.30	677.30
12/18/05	MDS-223	161955		0.00	0.00	0.00	0.00	625.22	625.22
12/21/05	MDS-228	161977		0.00	0.00	0.00	0.00	659.94	659.94
01/08/06	MDS-254	6305		0.00	0.00	0.00	0.00	591.64	591.64
02/09/06	MDS-293	16025		0.00	0.00	0.00	0.00	104.32	104.32
03/01/06	MDS-0317	26534		0.00	0.00	0.00	0.00	642.58	642.58
03/15/06	MDS-337	32417		0.00	0.00	0.00	0.00	644.56	644.56
05/08/06	MDS-396	60139		0.00	0.00	0.00	0.00	185.96	185.96
05/25/06	MDS-412	66424		0.00	0.00	0.00	0.00	696.64	696.64
07/03/06	MDS-004	85636		0.00	0.00	0.00	0.00	649.56	649.56
07/10/06	MDS-012	88461		0.00	0.00	0.00	0.00	782.28	782.28
07/11/06	MDS-013	88466		0.00	0.00	0.00	0.00	1,046.36	1,046.36
07/12/06	MDS-016	88476		0.00	0.00	0.00	0.00	669.40	669.40
09/20/06	MDS-087	124089		0.00	0.00	0.00	0.00	107.97	107.97
10/02/06	MDS-101	126173		0.00	0.00	0.00	0.00	150.73	150.73
10/27/06	MDS-121	142058		0.00	0.00	0.00	0.00	57.03	57.03
11/10/06	MDS-0140	143877		0.00	0.00	0.00	0.00	1,397.18	1,397.18
11/13/06	MDS-0142	146438		0.00	0.00	0.00	0.00	728.92	728.92
11/28/06	MDS-0159	153891		0.00	0.00	0.00	0.00	415.91	415.91
12/15/06	MDS-175	159618		0.00	0.00	0.00	0.00	815.91	815.91
12/25/06	MDS-183	169405		0.00	0.00	0.00	0.00	815.91	815.91
12/27/06	MDS-189	169819		0.00	0.00	0.00	0.00	698.18	698.18
01/13/07	MDS-214	5220		0.00	0.00	0.00	0.00	677.49	677.49
02/25/07	MDS-258	24968		0.00	0.00	0.00	0.00	739.56	739.56

RescueNet™

Aging by Incident with FFR Separation: TOWN OF MEDWAY

At FFR Incident Date	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
02/28/07	MD7-264	29142		0.00	0.00	0.00	0.00	1,295.50	1,295.50
03/02/07	MD7-269	29161		0.00	0.00	0.00	0.00	718.87	718.87
03/11/07	MD7-280	31959		0.00	0.00	0.00	0.00	1,152.60	1,152.60
03/16/07	MD7-0287	36113		0.00	0.00	0.00	0.00	1,209.02	1,209.02
03/18/07	MD7-0292	36134		0.00	0.00	0.00	0.00	718.87	718.87
04/10/07	MD7-319	54359		0.00	0.00	0.00	0.00	795.22	795.22
04/25/07	MD7-347	57870		0.00	0.00	0.00	0.00	698.18	698.18
04/28/07	MD7-351	57939		0.00	0.00	0.00	0.00	774.53	774.53
05/01/07	MD7-353	57943		0.00	0.00	0.00	0.00	795.22	795.22
05/09/07	MD7-371	63472		0.00	0.00	0.00	0.00	75.02	75.02
05/14/07	MD7-380	63496		0.00	0.00	0.00	0.00	739.56	739.56
05/16/07	MD7-387	71828		0.00	0.00	0.00	0.00	718.87	718.87
05/20/07	MD7-390	71820		0.00	0.00	0.00	0.00	780.94	780.94
05/25/07	MD7-397	71777		0.00	0.00	0.00	0.00	739.56	739.56
06/02/07	MD7-411	78581		0.00	0.00	0.00	0.00	774.53	774.53
06/12/07	MD7-432	80781		0.00	0.00	0.00	0.00	1,336.88	1,336.88
06/16/07	MD7-441	80764		0.00	0.00	0.00	0.00	718.87	718.87
07/15/07	MD8-1207	99633		0.00	0.00	0.00	0.00	795.22	795.22
07/22/07	MD8-045	99647		0.00	0.00	0.00	0.00	671.08	671.08
07/27/07	MD7-051	103104		0.00	0.00	0.00	0.00	753.84	753.84
07/31/07	MD7-063	103159		0.00	0.00	0.00	0.00	780.94	780.94
08/07/07	MD7-080	111218		0.00	0.00	0.00	0.00	671.08	671.08
08/09/07	MD7-085	111232		0.00	0.00	0.00	0.00	760.25	760.25
08/10/07	MD8-086	138350		0.00	0.00	0.00	0.00	698.18	698.18
08/24/07	MD8-111	114190		0.00	0.00	0.00	0.00	50.00	50.00
08/26/07	MD7-117	117668		0.00	0.00	0.00	0.00	795.22	795.22
08/27/07	MD7-118	117671		0.00	0.00	0.00	0.00	822.32	822.32
09/07/07	MD7-136	127002		0.00	0.00	0.00	0.00	595.22	595.22
09/08/07	MD7-138	127027		0.00	0.00	0.00	0.00	905.08	905.08
09/09/07	MD7-139	127013		0.00	0.00	0.00	0.00	1,274.81	1,274.81
09/10/07	MD7-141	127022		0.00	0.00	0.00	0.00	739.56	739.56
09/14/07	MD8-143	128640		0.00	0.00	0.00	0.00	718.87	718.87
10/06/07	MD7-172	143309		0.00	0.00	0.00	0.00	1,219.15	1,219.15
10/15/07	MD8-183	146802		0.00	0.00	0.00	0.00	836.60	836.60
10/19/07	MD8-190	146856		0.00	0.00	0.00	0.00	836.60	836.60

RescueNet™

Aging by Incident with FFR Separation:

TOWN OF MEDWAY

AI FFR Incident Date	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
10/23/07	MD8-197	148446		0.00	0.00	0.00	0.00	795.22	795.22
11/07/07	MD7-226	159937		0.00	0.00	0.00	0.00	101.31	101.31
11/18/07	MD8-244	163145		0.00	0.00	0.00	0.00	91.10	91.10
11/20/07	MD8-248	167353		0.00	0.00	0.00	0.00	718.87	718.87
11/23/07	MD8-252	167356		0.00	0.00	0.00	0.00	81.61	81.61
11/29/07	MD7-265	167882		0.00	0.00	0.00	0.00	680.94	680.94
12/03/07	MD7-267	174263		0.00	0.00	0.00	0.00	795.22	795.22
12/07/07	MD8-270	177014		0.00	0.00	0.00	0.00	760.25	760.25
12/12/07	MD8-278	177039		0.00	0.00	0.00	0.00	1,188.33	1,188.33
12/29/07	MD7-306	185375		0.00	0.00	0.00	0.00	105.06	105.06
01/04/08	MD8-318	2586		0.00	0.00	0.00	0.00	776.54	776.54
01/14/08	MD8-334	12488		0.00	0.00	0.00	0.00	890.34	890.34
02/02/08	MD8-1921	16520		0.00	0.00	0.00	0.00	219.43	219.43
02/25/08	MD8-388	29452		0.00	0.00	0.00	0.00	397.90	397.90
03/07/08	MD8-405	38961		0.00	0.00	0.00	0.00	731.02	731.02
04/27/08	MD8-478	60133		0.00	0.00	0.00	0.00	776.54	776.54
05/02/08	MD80485	67559		0.00	0.00	0.00	0.00	1,373.94	1,373.94
05/10/08	MD8-499	71514		0.00	0.00	0.00	0.00	163.08	163.08
05/16/08	MD8-512	73096		0.00	0.00	0.00	0.00	100.14	100.14
05/17/08	MD8-513	73104		0.00	0.00	0.00	0.00	111.90	111.90
06/03/08	MD8-549	84493		0.00	0.00	0.00	0.00	890.34	890.34
06/11/08	MD8-563	94938		0.00	0.00	0.00	0.00	753.78	753.78
07/27/08	MD9-043	113878		0.00	0.00	0.00	0.00	122.64	122.64
08/08/08	MD09-64	122450		0.00	0.00	0.00	0.00	799.30	799.30
08/11/08	MD8-065	130050		0.00	0.00	0.00	0.00	832.19	832.19
08/12/08	MD8-066	130052		0.00	0.00	0.00	0.00	799.30	799.30
08/17/08	MD8-075	130068		0.00	0.00	0.00	0.00	854.95	854.95
08/23/08	MD8-083	132265		0.00	0.00	0.00	0.00	753.78	753.78
09/06/08	MD9-100	141750		0.00	0.00	0.00	0.00	50.00	50.00
09/11/08	MD8-109	146567		0.00	0.00	0.00	0.00	166.34	166.34
09/19/08	MD8-127	149158		0.00	0.00	0.00	0.00	653.78	653.78
09/22/08	MD9-131	153688		0.00	0.00	0.00	0.00	116.48	116.48
10/10/08	MD8-160	164628		0.00	0.00	0.00	0.00	854.95	854.95
10/11/08	MD8-161	164631		0.00	0.00	0.00	0.00	776.54	776.54
11/02/08	MD9-183	177564		0.00	0.00	0.00	0.00		

RescueNet™

Aging by Incident with FFR Separation: TOWN OF MEDWAY

At FFR Incident Date	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
11/06/08	MD9-189	177615		0.00	0.00	0.00	0.00	799.30	799.30
11/19/08	MDD09213	190328		0.00	0.00	0.00	0.00	50.00	50.00
11/25/08	MDD8-224	196154		0.00	0.00	0.00	0.00	753.78	753.78
11/27/08	MDD8-227	196158		0.00	0.00	0.00	0.00	753.78	753.78
12/01/08	MDD9233	197802		0.00	0.00	0.00	0.00	175.54	175.54
12/07/08	MDD9-241	203994		0.00	0.00	0.00	0.00	799.30	799.30
12/12/08	MDD9-246	204007		0.00	0.00	0.00	0.00	854.95	854.95
01/05/09	MDD090284	7191		0.00	0.00	0.00	0.00	100.00	100.00
02/02/09	MDD9-334	20139		0.00	0.00	0.00	0.00	100.00	100.00
02/24/09	MDD9-19603	33086		0.00	0.00	0.00	0.00	763.13	763.13
03/07/09	MDD9-389	42928		0.00	0.00	0.00	0.00	741.15	741.15
04/07/09	MDD09-434	66465		0.00	0.00	0.00	0.00	100.00	100.00
04/07/09	MDD09-436	66482		0.00	0.00	0.00	0.00	728.40	728.40
04/09/09	MDD09-442	66498		0.00	0.00	0.00	0.00	867.58	867.58
04/13/09	MDD09-448	66704		0.00	0.00	0.00	0.00	50.00	50.00
04/22/09	MDD9-464	69730		0.00	0.00	0.00	0.00	786.67	786.67
05/02/09	MDD9-477	76097		0.00	0.00	0.00	0.00	50.00	50.00
05/08/09	MDD09-490	80701		0.00	0.00	0.00	0.00	832.19	832.19
05/19/09	MDD9-509	85762		0.00	0.00	0.00	0.00	118.63	118.63
05/19/09	MDD9-508	85763		0.00	0.00	0.00	0.00	741.15	741.15
05/21/09	MDD9-511	85765		0.00	0.00	0.00	0.00	753.78	753.78
05/25/09	MDD9-522	94563		0.00	0.00	0.00	0.00	150.75	150.75
05/27/09	MDD9-527	94577		0.00	0.00	0.00	0.00	822.06	822.06
06/05/09	MDD09-546	99404		0.00	0.00	0.00	0.00	50.00	50.00
06/16/09	MDD09-561	103794		0.00	0.00	0.00	0.00	272.00	272.00
06/23/09	MDD09-569	108387		0.00	0.00	0.00	0.00	50.00	50.00
07/02/09	MDD10-002	124384		0.00	0.00	0.00	0.00	753.78	753.78
07/06/09	MDD10-012	124440		0.00	0.00	0.00	0.00	832.19	832.19
07/15/09	MDD10-022	124516		0.00	0.00	0.00	0.00	50.00	50.00
07/15/09	MDD10-024	124523		0.00	0.00	0.00	0.00	50.00	50.00
07/29/09	MDD10-043	138449		0.00	0.00	0.00	0.00	832.19	832.19
08/02/09	MDD10-046	140996		0.00	0.00	0.00	0.00	877.71	877.71
08/05/09	MDD10-051	141010		0.00	0.00	0.00	0.00	1,014.27	1,014.27
08/22/09	MDD10-077	149934		0.00	0.00	0.00	0.00	753.78	753.78
09/02/09	MDD9-088	159214		0.00	0.00	0.00	0.00	1,373.94	1,373.94

Aging by Incident with FFR Separation:

TOWN OF MEDWAY

AT FFR Incident Date	Incident #	Run #	Patient	Current	31-60	61-90	91-120	Over 120	Total
09/15/09	MD09-111	166532		0.00	0.00	0.00	0.00	1,512.10	1,512.10
09/18/09	MD09-116	166578		0.00	0.00	0.00	0.00	776.54	776.54
09/25/09	MD09-129	170670		0.00	0.00	0.00	0.00	50.00	50.00
10/13/09	MD10-161	193723		0.00	0.00	0.00	0.00	753.78	753.78
11/24/09	MD10-236	209055		0.00	0.00	0.00	0.00	754.95	754.95
11/27/09	MD10-241	209089		0.00	0.00	0.00	0.00	50.00	50.00
12/31/09	MD9-309	232109		0.00	0.00	0.00	0.00	753.78	753.78
01/01/10	MD10-310	2949		0.00	0.00	0.00	0.00	799.30	799.30
01/09/10	MD10-320	6772		0.00	0.00	0.00	0.00	110.73	110.73
01/15/10	MD10-328	6788		0.00	0.00	0.00	0.00	390.74	390.74
02/11/10	MD10-372	30611		0.00	0.00	0.00	0.00	776.54	776.54
02/16/10	MD10-378	36069		0.00	0.00	0.00	0.00	867.58	867.58
02/26/10	MD10-401	40243		0.00	0.00	0.00	0.00	91.53	91.53
03/05/10	MD10-413	41377		0.00	0.00	0.00	0.00	146.20	146.20
03/05/10	MD10-414	41378		0.00	0.00	0.00	0.00	100.00	100.00
03/26/10	MD10-452	55757		0.00	0.00	0.00	0.00	854.95	854.95
03/28/10	MD10-456	55781		0.00	0.00	0.00	0.00	136.00	136.00
03/29/10	MD10-464	55837		0.00	0.00	0.00	0.00	100.00	100.00
04/06/10	MD10-479	61630		0.00	0.00	0.00	0.00	1,489.34	1,489.34
04/20/10	MD10-502	70070		0.00	0.00	0.00	0.00	50.00	50.00
05/22/10	MD10-542	93809		0.00	0.00	0.00	0.00	960.56	960.56
06/14/10	MD10-588	113761		0.00	0.00	0.00	0.00	776.54	776.54
07/28/10	MD10-057	141806		0.00	0.00	0.00	0.00	822.06	822.06
								100,464.64	100,464.64

FFR Balances collecting on (268468)

\$ 97779.91

209 W. CENTRAL ST., STE 107
NATICK, MA 01760-3716
800-747-2302 FAX:508-647-1557

Exhibit (4)

Invoice # 044625
05/31/13

No. 267

1

MA2033 FFRS
TOWN OF MEDWAY (AMB)
ATTN: JOANNE RUSSO
NYNCYN 155 VILLAGE ST.
MEDWAY, MA 02053

Date	Name / Ref No.	Sts	COLLECTIONS		Our Comm	Remain Princ	Net Amt Due
			Pd You	Pd Us			
05/22	[REDACTED] 066305	INS		21.00	7.00	150.64	14.00-
					7.00		14.00-
				21.00			
							14.00-

Gross Collections This Cycle.....\$21.00

Check No. 030127 Enclosed.....\$14.00

RECEIVED
JUN 10 2013

TOWN OF MEDWAY
TREASURER/COLLECTOR

AGENDA

ITEM #2

Approval – FY15 Indirect Cost Agreement for Town Enterprise Funds

Associated back up materials attached.

- Enterprise fund information and proposed agreement

Proposed motion: I move that the Board approve the fiscal year 2015 indirect cost agreement for Town enterprise funds as presented.

TOWN OF MEDWAY FY15 ENTERPRISE FUNDS

The Department of Revenue/Local Services has issued a manual on enterprise funds and the following description is taken in part from this document.

The enterprise fund statute, MGL Chapter 44 S53F1/2 was enacted in 1986 for the purpose of allowing cities and towns the flexibility to account separately for all financial activities associated with business type municipal services, such as public utilities (water, sewer, trash).

An enterprise fund establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Revenues and expenditures of the service are segregated into a separate fund with its own financial statements.

Enterprise accounting allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy or other available funds, if any.

At year end, the performance of an enterprise fund is measured in terms of positive and negative operations. An operating surplus (the result of revenue collected in excess of estimates and appropriation turnbacks) translates into retained earnings that are maintained in the fund rather than closing to general fund. Retained earnings of an enterprise fund are certified as an available fund after the submission of a June 30th balance sheet to the Department of Revenue/Local Services. Once certified, retained earnings may be appropriated only for expenditures relating to the fund. Conversely, if during the year, the enterprise fund incurs an operating loss, the loss must be raised in the subsequent year's budget.

Establishing an enterprise does not create a separate or autonomous entity from the municipal government operation. The municipal department operating the enterprise service continues to fulfill financial and managerial reporting requirements like every other department.

The enterprise budget includes both revenue and expenditure estimates:

REVENUES: May include user charges and fees, investment income, other revenues such as grants and apportioned and unapportioned betterments, and retained earnings.

EXPENDITURES: All costs must be identified and may include direct costs and indirect costs, employee benefits, legal and borrowing costs, and capital expenditures. These costs may also include an appropriation for an emergency reserve and a budgeted surplus.

Direct Costs are those associated directly with the enterprise fund, including salaries and wages of enterprise employees, other operating expenses and contractual payments.

Indirect Costs are those costs that cannot be directly or exclusively assigned to one service. Enterprises often benefit from expenditures made by the general fund and may include employee benefits, legal and borrowing costs, capital expenditures or improvements and emergency reserve.

**TOWN OF MEDWAY
INDIRECT COST ALLOCATION AGREEMENT
CERTAIN MUNICIPAL EXPENSES**

ADMINISTRATIVE SERVICES

Administrative services include: accounting, auditing, central data processing, technology support, central purchasing, collections, and other treasury and financial services. Expenses that may be allocated include salary and wages for professional, technical, clerical and support staff and all expenses including, but are not limited to, professional and technical services, supplies and materials, dues and subscriptions, travel expenses and other related costs.

The cost of administrative services shall be computed separately for salaries and expenses. For salaries the calculation will be the total town-wide salary budget divided by the Enterprise Fund salary budget to arrive at a percentage. This percentage will be applied to the salaries of the following administrative departments: Town Administrator; Accountant; Treasurer/Collector, Human Resources and Information Services per Addendum A: Water (2.08%); Solid Waste (1.10%); EMS Ambulance (1.27%) and Sewer (.58%).

The calculation to arrive at the administrative overhead expenses will be the same. The total amount of the town-wide expense budget will be divided by the Enterprise Fund expense budgets to arrive at a percentage. This percentage will be applied to the expenses of the following administrative departments: Town Administrator, Accountant, Treasurer/Collector, Human Resources and Information Services per Addendum B: Water (8.19%); Solid Waste (5.7%); EMS Ambulance (1.15%) and Sewer (6.4%).

It is agreed that the cost of salaries and expenses for the Town Clerk/Elections will not be included in the allocation of indirect costs. Also, the expenses for Town Counsel services will be directly billed to each Enterprise Fund and paid as a direct cost, not an indirect cost.

EMPLOYEE RETIREMENT PROGRAMS

Retirement costs include, but are not limited to, the cost of administering employee retirement programs; the cost of non-contributory pensions; assessments paid to the Norfolk County Retirement System, the State retirement system, or any other regional or municipal retirement system; contributions to Social Security and Medicare and other retirement plans.

The cost of retirement programs will be included in the indirect cost allocation. See Addendum "E". (Note: the retirement costs allocated as associated employee benefits were computed by taking the total number of employees participating (active, terminated but still enrolled, and retirees) in Norfolk County Retirement System and dividing that number into the Medway assessment from Norfolk County. The

resulting dollar cost per participant was then multiplied by the number of participating employees in each department.)

INSURANCE PROGRAMS

Insurance includes the cost of administering insurance programs, as well as the cost of: unemployment, health, group life, workers compensation and other employee benefits paid by the town; the premiums paid for property, casualty and liability insurance; premiums for fidelity bonds, and funding of self-insurance programs.

It is agreed that the cost of administering insurance programs was calculated as part of the Administrative Services indirect cost allocation earlier in the agreement and should not be accounted for here.

The cost of insurance programs will be included in the indirect cost allocation. See Addendum "E".

OPERATIONS AND MAINTENANCE

The cost of operating and maintaining facilities, including administrative and support facilities, include custodial services, heating of buildings, utility services, maintenance of grounds, maintenance of buildings and maintenance of equipment. The costs shall include salary, wages and benefit costs for professional, technical, maintenance, clerical and support staff, and all expenses including, but are not limited to, professional and technical services, supplies and materials, dues and subscriptions, travel expenses, and other related costs for the ordinary and extraordinary maintenance. Costs for employees and resources that are shared between departments will be the (1) total cost of the identified service multiplied by (2) the percentage of square footage of the space used by the Enterprise Fund.

Costs that will be included in the calculation of total costs multiplied by percent of square footage of space (Water 4.6%); (Solid Waste 4.3%) include Town Hall Electric; Natural Gas; Water; Trash; and 50% of the Cleaning and Maintenance budget. The Water Enterprise calculation includes an offset of \$1,500 for the Sewer Enterprise. See Addendum "D".

Vehicle Maintenance support is allocated to the Water, Sewer and Solid Waste Enterprise funds as direct costs. Support for the EMS Enterprise is calculated to be 25 hours per year. See Addendum "D".

DEBT

For reporting purposes, cost of debt and capital shall include the actual interest paid on revenue anticipation notes (RANS) for enterprise purposes, interest paid on grant anticipation notes (GANS) for enterprise purposes, interest charges on short term borrowing for bond anticipation notes (BANS) for enterprise purposes, and the annual principal and interest paid on bonds or loans used to finance the purchase of goods for enterprise purposes.

The debt expense will be broken-out so that principal and interest by line item can be identified. Debt expense will be a direct cost expense.

OTHER EXPENSES

Although this agreement is intended to identify services and expenses that are provided to the Enterprise Fund departments and how such costs shall be allocated between the Town and these departments for reporting purposes, it is recognized and further agreed that other costs which may be incurred by the Town that are not directly appropriated to the Enterprise Fund Departments, and have been identified to be in part or entirely expended on behalf of these departments shall be allocated and reported. Such allocation will be determined and mutually agreed upon.

TOWN OF MEDWAY INDIRECT COST AGREEMENT

For the Town of Medway:

For the Medway Water and Sewer Enterprise Funds:

Town Board of Selectmen

Medway Water/Sewer Commissioners

(date)

(date)

ADDENDUM A

ADMINISTRATIVE SERVICES-SALARIES

The cost of administrative services will be computed for salaries by dividing the salaries and employee benefits of the Enterprise Funds by the salaries and employee benefits of the total budget for these items for all departments, including school.

\$ 33,717,801	Budget amount of salaries and employee benefits for All departments.				
\$ 701,703	Budget amount of salaries and employee benefits for Water Dept.				
\$ 372,172	Budget amount of salaries and employee benefits for Solid Waste Dept.				
\$ 427,682	Budget amount of salaries and employee benefits for EMS Ambulance Dept.				
\$ 195,397	Budget amount of salaries and employee benefits for Sewer Dept.				
2.0811%	Divide Water Dept salaries and benefits	\$ 701,703		by total salaries and benefits	\$ 33,717,801
1.1038%	Divide Solid Waste Dept salaries and benefits	\$ 372,172		by total salaries and benefits	\$ 33,717,801
1.2684%	Divide Ambulance Dept salaries and benefits	\$ 427,682		by total salaries and benefits	\$ 33,717,801
0.5795%	Divide Sewer Dept salaries and benefits	\$ 195,397		by total salaries and benefits	\$ 33,717,801

Application of percentages to Salaries and Employee Benefits of:

Town Administrator's Office	\$ 348,237
Town Accountant's Office	\$ 189,590
Treasurer/Collector's Office	\$ 281,943
Human Resource's Office	\$ 178,739
Total	\$ 998,509

Calculation of Indirect Costs for Administrative Services- Salaries

Water	Total Admin Salaries	\$ 998,509	X	Percentage Enterprise Salaries	2.0811%	=	Indirect Cost Allocation for Administrative Services-Salaries	\$ 20,780
Solid Waste	\$ 998,509	X	1.1038%	=	\$ 11,021			
EMS/Ambulance	\$ 998,509	X	1.2694%	=	\$ 12,665			
Sewer	\$ 998,509	X	0.5795%	=	\$ 5,786			

ADDENDUM B

ADMINISTRATIVE SERVICES-EXPENSES

The cost of administrative services will be computed for expenses by dividing the expenses of the Enterprise Funds by the expenses of the total budget for these items for all departments, including school.

\$	16,424,950	Budget amount of expenses for All departments.			
\$	1,344,681	Budget amount of expenses for Water Dept.	\$	1,334,681	by total expenses
\$	936,200	Budget amount of expenses for Solid Waste Dept.	\$	936,200	by total expenses
\$	188,600	Budget amount of expenses for EMS Ambulance Dept.	\$	188,600	by total expenses
\$	1,051,815	Budget amount of expenses for Sewer Dept.	\$	1,051,815	by total expenses
	8.1868%	Divide Water Dept expenses			
	5.6999%	Divide Solid Waste Dept expenses			
	1.1483%	Divide EMS Ambulance Dept expenses			
	6.4038%	Divide Sewer Dept expenses			

Application of percentages to Expenses of:

Town Administrator's Office	\$	23,814
Town Accountant's Office	\$	57,100
Treasurer/Collector's Office	\$	63,600
Human Resource's Office	\$	51,486
Total	\$	196,000

Calculation of Indirect Costs for Administrative Services-Expenses

Water			Percentage		Indirect Cost Allocation for
Solid Waste	\$	196,000	Enterprise	=	Administrative Services-
EMS/Ambulance	\$	196,000	Expenses	=	Expenses
Sewer	\$	196,000		=	\$ 16,046
				=	\$ 11,172
				=	\$ 2,251
				=	\$ 12,551

ADDENDUM C
MIS/ IT Expense Allocation

	<u>Water</u>	<u>Sewer</u>	<u>Solid Waste</u>	<u>Ambulance</u>
IS Salaries & Benefits	22,450	7,275	2,017	2,317
Software Annual Maintenance	5,518	5,479	5,479	2,367
Internet Access	125	125	125	
Supplies (paper, toner, etc.)	491	385	342	70
Training	272	272	272	272
Total	\$28,856	\$13,536	\$8,235	\$5,026

ADDENDUM D

Calculation of Operations and Maintenance Costs

TOWN HALL EXPENSES	<u>Service Provided</u>	<u>Total Cost</u>	
	Electricity	\$16,600.00	
	Natural Gas	\$ 10,000.00	
	Water	\$ 900.00	
	Trash	\$2 ,000.00	
	50% Cleaning and Maintenance	\$ 8,200.00	
		\$37,700.00	TOTAL COST

Calculation of Town Hall Expenses per Enterprise % of Town Hall Space

	<u>Total Cost</u>	<u>Percent of Space</u>	<u>Total Indirect Cost</u>
Water	\$37,700	4.6%	\$234
Solid Waste	\$37,700	4.3%	\$1,621
EMS/Ambulance		0	0
Sewer (Water offset)			\$1,500

Calculation of Vehicle Maintenance Expenses

	<u>Hours</u>	<u>Pay Rate (7-5)</u>	<u>Total Indirect Cost</u>
EMS/Ambulance	25	25.56	\$639

Vehicle maintenance support is directly allocated to Water, Sewer and Solid Waste Enterprise funds

ADDENDUM E

WATER DEPARTMENT EMPLOYEE BENEFIT INDIRECT COSTS

FY15 Estimate:

	<u>Annual</u>
Health Insurance	\$80,214.88
Workers Compensation	\$5,295.00
Medicare	\$3,764.05
Retirement	\$41,291.75
Property/Liability	\$13,825.00
	\$144,390.68

Employee:	Health Insurance	(Gross Wages) Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$2,101.22	8,124.41	117.80
EMPLOYEE 2	\$1,464.53	21,506.40	311.84
EMPLOYEE 3	\$12,757.44	64,159.02	930.31
EMPLOYEE 4	\$4,100.69	40,816.44	591.84
EMPLOYEE 5	\$3,502.04	29,548.62	428.45
EMPLOYEE 6	\$0.00	10,005.70	145.08
EMPLOYEE 7	\$2,050.34	18,956.95	274.88
EMPLOYEE 8	\$10,506.12	44,098.56	639.43
EMPLOYEE 9	\$1,171.63	10,005.70	145.08
EMPLOYEE 10	\$546.76	6,401.81	92.83
EMPLOYEE 11	\$10,506.12	44,098.56	639.43
EMPLOYEE 12	\$1,093.52	10,832.54	157.07
EMPLOYEE 13	\$1,171.63	10,005.70	145.08
EMPLOYEE 14	\$4,902.86	22,074.84	320.09
EMPLOYEE 15	\$3,001.75	11,759.62	170.51
EMPLOYEE 16	\$878.72	8,819.71	127.89
EMPLOYEE 17	\$0.00	610.36	8.85
EMPLOYEE 18	\$4,979.41	54,415.37	789.02
EMPLOYEE 19	\$3,001.75	10,005.70	145.08
EMPLOYEE 20	\$1,093.52	8,589.82	124.55
EMPLOYEE 21	\$878.72	11,322.18	164.17
Temp Help	\$0.00	6,945.85	100.71
EMPLOYEE 22	\$0.00	9,602.71	139.24
Water Sys Oper	\$10,506.12	38,805.48	562.68
Differentials		5,200.00	75.40
Overtime		\$50,000.00	725.00
Longevity		\$600.00	8.70
	\$80,214.88		\$3,764.05

**EMS ENTERPRISE FUND
EMPLOYEE BENEFIT INDIRECT COSTS**

FY15 Estimate:

	<u>Annual</u>
Health Insurance	\$20,476.33
Workers Compensation	\$3.00
Medicare	\$5,386.36
Retirement	\$24,198.40
Property/Liability	<u>\$6,145.00</u>
	\$56,209.10

Employee:	Health Insurance	(Gross Wages) Medicare wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$5,467.58	\$63,098.00	\$914.92
EMPLOYEE 2	\$15,008.75	\$63,098.00	\$914.92
EMPLOYEE 3	\$0.00	\$48,082.00	\$697.19
EMPLOYEE 4	\$0.00	\$46,881.00	\$679.77
EMPLOYEE 5		\$21,429.00	\$310.72
EMPLOYEE 6		\$23,115.00	\$335.17
Overtime		\$48,401.00	\$701.81
Stipends		\$14,675.00	\$212.79
Longevity		\$600.00	\$8.70
Holiday		\$13,639.00	\$197.77
Part-time salaries		\$28,455.00	\$412.60
	<u>\$20,476.33</u>		<u>\$5,386.36</u>

**SOLID WASTE ENTERPRISE FUND
EMPLOYEE BENEFIT INDIRECT COSTS**

FY15 Estimate:

	Annual
Health Insurance	\$33,200.57
Workers Compensation	\$0.00
Medicare	\$4,334.87
Retirement	\$35,679.78
Property/Liability	\$0.00
	\$73,215.21

Employee:	Health Insurance	(Gross Wages) Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$2,733.79	27,497.36	\$398.71
EMPLOYEE 2	\$1,464.53	12,507.12	\$181.35
EMPLOYEE 3	\$1,400.82	5,416.27	\$78.54
EMPLOYEE 4	\$0.00	2,501.42	\$36.27
EMPLOYEE 5	\$292.91	2,501.42	\$36.27
EMPLOYEE 6	\$292.91	\$2,501.42	\$36.27
EMPLOYEE 7	\$750.44	\$2,501.42	\$36.27
EMPLOYEE 8	\$273.38	\$2,147.46	\$31.14
EMPLOYEE 9	\$2,801.63	\$11,069.94	\$160.51
EMPLOYEE 10	\$1,464.53	\$21,506.40	\$311.84
EMPLOYEE 11	\$0.00	\$15,462.16	\$224.20
EMPLOYEE 12	\$3,502.04	\$29,548.62	\$428.45
EMPLOYEE 13	\$2,050.34	\$18,956.95	\$274.88
EMPLOYEE 14	\$0.00	\$12,866.26	\$186.56
EMPLOYEE 15	\$546.76	\$6,401.81	\$92.83
EMPLOYEE 16	\$546.76	\$5,416.27	\$78.54
EMPLOYEE 17	\$4,902.86	\$22,074.84	\$320.09
EMPLOYEE 18	\$1,500.87	\$5,879.81	\$85.26
EMPLOYEE 19	\$585.81	\$5,879.81	\$85.26
EMPLOYEE 20	\$0.00	\$16,690.70	\$242.02
EMPLOYEE 21	\$0.00	\$7,934.73	\$115.05
EMPLOYEE 22	\$7,504.37	\$34,744.32	\$503.79
EMPLOYEE 22	\$585.81	\$7,548.12	\$109.45
EMPLOYEE 23	\$0.00	\$6,401.81	\$92.83
Overtime		\$13,000.00	\$188.50
	\$33,200.57		\$4,334.87

**SEWER ENTERPRISE FUND
EMPLOYEE BENEFIT INDIRECT COSTS**

FY15 Estimate:

	<u>Annual</u>
Health Insurance	\$25,102.39
Workers Compensation	\$0.00
Medicare	\$2,243.05
Retirement	\$13,128.92
Property/Liability	\$230.00
	<u><u>\$40,704.36</u></u>

Employee:	(Gross Wages)		
	Health Insurance	Medicare Wages	Medicare Taxes (1.45%)
EMPLOYEE 1	\$585.81	8,602.56	\$124.74
EMPLOYEE 2	\$2,251.31	11,322.18	\$164.17
EMPLOYEE 3	\$1,366.90	13,605.48	\$197.28
EMPLOYEE 4	\$1,400.82	11,819.45	\$171.38
EMPLOYEE 5	\$0.00	5,002.85	\$72.54
EMPLOYEE 6	\$585.81	5,416.27	\$78.54
EMPLOYEE 7	\$3,502.04	14,699.52	\$213.14
EMPLOYEE 8	\$585.81	5,002.85	\$72.54
EMPLOYEE 9	\$273.38	3,200.90	\$46.41
EMPLOYEE 10	\$3,502.04	14,699.52	\$213.14
EMPLOYEE 11	\$546.76	5,416.27	\$78.54
EMPLOYEE 12	\$585.81	5,002.85	\$72.54
EMPLOYEE 13	\$1,400.82	6,307.10	\$91.45
EMPLOYEE 14	\$1,500.87	5,879.81	\$85.26
EMPLOYEE 15	\$585.81	5,879.81	\$85.26
EMPLOYEE 16	\$878.72	9,602.71	\$139.24
EMPLOYEE 17	\$1,500.87	5,002.85	\$72.54
EMPLOYEE 18	\$546.76	4,294.91	\$62.28
Water Sys Oper	\$3,502.04	12,935.16	\$187.56
overtime		\$1,000.00	\$14.50
	<u>\$25,102.39</u>		<u>\$2,243.05</u>

TOTAL INDIRECT COSTS BY ENTERPRISE FUND

Addendums	Water	Solid Waste	EMS	Sewer	
A. Administrative Salaries	\$ 20,780	\$ 11,021	\$ 12,665	\$ 5,786	
B. Administrative Expenses	\$ 16,046	\$ 11,172	\$ 2,251	\$ 12,551	
C. IT Support	\$ 28,856	\$ 8,235	\$ 5,026	\$ 13,536	
D1. Town Hall Expense	\$ 234	\$ 1,621	\$ -	\$ 1,500	
D2. Vehicle Maintenance	\$ -	\$ -	\$ 639	\$ -	
E. Employee Benefits	\$ 144,391	\$ 73,215	\$ 56,209	\$ 40,704	
TOTAL	\$ 210,308	\$ 105,265	\$ 76,790	\$ 74,078	\$ 466,440

AGENDA

ITEM #3

Authorization of Chairman to Execute Contract for Appraisal Services – Sansoucy - \$44,000

Associated back up materials attached.

- Proposed contract

Note: Town Counsel to sign contract amendment Tuesday evening, June 24; Town Accountant to sign this week; contract will have all necessary signatures by meeting on June 30.

Proposed motion: I move that the Board authorize the Chairman to execute a contract with Sansoucy for appraisal services in the amount of \$44,000.

**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 18th of June 2014 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 **July 21, 2014**.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$44,000.00** Forty Four Thousand 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 and 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
Donna Greenwood MAA
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: _____

Approved As To Form

Town Accountant

Town Counsel

Dated: _____

Dated: _____

Funding Source:

Account: _____

Attachment A

GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

Suzanne Kennedy
May 30, 2014
Page 2

Our proposal for the Town of Medway is to update the valuation of all public utility properties for fiscal year 2015 that are not centrally assessed by the Department of Revenue, namely:

- Bay State Gas Company
- NSTAR Electric Co.
- New England Power Company
- Bell Atlantic Mobile of MA Corp. LTD (Verizon Wireless)
- New Cingular Wireless PSC LLC
- Nextel Communications of the Mid-Atlantic Inc.
- T-Mobile
- Sprint Spectrum LP
- Metro PCS
- USA Mobility
- AT&T Mobility II, LLC
- Exelon Generation Plant

The first objective will be to secure, through discovery and request for the production of documents through your office, information to completely update the books and records of the Town for the quantity, type, original costs, and year of installation of utility property in the Town of Medway. We will prepare all requests and spearhead the accumulation of information necessary to prepare this value. The request will be submitted to the utilities on Town letterhead in the form of a detailed supplemental 38D request.

With this inventory updated by the process described above, we will be able to prepare a revaluation of the public utility properties in the Town for recertification. We will prepare a stand-alone restricted use USPAP compliant appraisal report with separate indices for each utility that contains facts, figures, and calculations necessary for the reader to understand the report. Utilities routinely and continuously build new property as new buildings are being constructed, replace property, upgrade and update their property, and generally improve the system. The current model we constructed for the Town will be updated with additions, deletions and other necessary changes to the valuation of the utility property. Our work will include training of staff in the use of the model. This will provide the Massachusetts Department of Revenue with their review document to fully understand how the Town has prepared and implemented the new values. This document will provide detailed cost and income valuation parameters and reconciliations so as to conform with USPAP 6 for mass appraisal of property and demonstrate compliance with the ATB decision for economic obsolescence.

Suzanne Kennedy
May 30, 2014
Page 3

A critically important part of our proposal in the valuation of utility properties will be to systematically tour the Town and all major utility elements of visible property owned by the utilities. Depreciation is determined using our engineering judgment, experience, and knowledge of utility property.

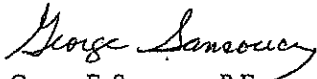
An explanation of the computer valuation model will be included in the report cited above to the MASS Department of Revenue for certification. The information from the utilities will be provided to the Town under a confidentiality agreement, at which time we can discuss the appropriate protocol to secure the utility books and records in a confidential fashion.

One element in our model which sets us apart from our competitors in the utility valuation area is that we will work with the Town to develop a sub-model within the primary model which will catalog and value the utility easements on private property which generally escape valuation under current mass appraisal methodologies. Generally, these easements were purchased early in the development of the electric system between 1900 and 1930 for very minimal costs at that time, and/or the easements were donated in order to gain access to electric service for the first time. The appreciated value of these real estate interests over the years generally are not valued in mass appraisal methodologies. We will work with the Town to add and update these values to current real estate values and provide, through the model, the opportunity to add and delete easements as they are purchased and/or sold by the utilities.

This proposal will remain in effect for thirty (30) days from May 30, 2014. I hope this proposal meets with your approval, and look forward to working with the Town of Medway, both currently and in the future, in the valuation and management of its utility properties for ad valorem tax assessment purposes.

Very truly yours,

GEORGE E. SANSOUCY, P.E., LLC


George E. Sansoucy, P.E.

GES/lt


Enclosures

COST PROPOSAL
FOR UTILITY APPRAISAL
AND ANNUAL UTILITY MODEL DEVELOPMENT
ON ALL NON-DEPARTMENT OF REVENUE VALUED UTILITIES
LOCATED IN MEDWAY, MA

We will prepare the Fiscal Year 2015 revaluation (value as of January 1, 2014) of the public utilities in the Town of Medway on a fixed price basis. The fixed price will be \$44,000.

The fixed price will include the discovery phase, initial appraisals, detailed on-site depreciation analysis, market sales and income analyses, the construction of the utility valuation model, the construction of the sub easement model, and delivery and setup of these models to the Town, with necessary training of Town staff in the use and management of these models. Also included in the above fixed price are any local hearings required as part of the revaluation with the taxpayer and before any boards in the Town regarding any valuation appeals.

Any appeals to the ATB, after exhausting the appeal process at the Town level, will be performed on a time and material basis, to be determined at a later date.


George E. Sansoucy, P.E.

George E. Sansoucy, P.E., LLC
Medway, MA
May 30, 2014

Addendum B

Time line

June 30, 2014- Model from 2014 contract along with training.

July 21, 2014 – Rough draft of report for review and response.

July 25, 2014 – Final Copy



CERTIFICATE OF LIABILITY INSURANCE

SANSG-1

OP ID: S

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

INSURER	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	ADDITIONAL SUBR INSR 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 - COMP/OP AGG \$ 2,000,000 CSL \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	BOP8350354	01/01/2014	01/01/2015	EACH OCCURRENCE \$ AGGREGATE \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N 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
B	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 Stodin

AGENDA

ITEM #4

Authorization of Chairman to Execute Contract Amendment with Robert Hubbard for Continued Redevelopment Authority Director Services

Associated back up materials attached.

- Contract amendment and original contract

Note: Town Counsel to sign contract amendment Tuesday evening, June 24; Town Accountant to sign this week; contract will have all necessary signatures by meeting on June 30.

Proposed motion: I move that the Board authorize the Chairman to execute a contract amendment with Robert Hubbard for continued redevelopment authority director services through September 30, 2014.

**AMENDMENT TO
AGREEMENT BETWEEN
TOWN OF MEDWAY AND ROBERT HUBBARD**

THIS AMENDMENT is made this 30th day of June, 2014, and amends the Agreement dated December, 2013 (the "Agreement"), for work to assist in economic development of the Oak Grove area by and between Robert Hubbard of Templeton, MA (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

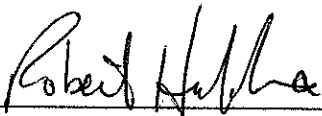
WITNESSETH that the CONTRACTOR and the TOWN, for good and valuable consideration, agree to amend the Agreement, subject to appropriation, as follows:

1. Amend Section II by deleting the second sentence and inserting in its place the following: "The total number of hours shall not exceed 245 hours for the contract period between December 1, 2013 and September 30, 2014."
2. Amend Section III by deleting the words "June 30, 2014" and substituting therefore the words "September 30, 2014".

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

CONTRACTOR:

Robert Hubbard



Dated: 6/19/14

TOWN OF MEDWAY

By its Board of Selectmen

Dated:

**CONTRACT BETWEEN THE TOWN OF MEDWAY
and
Robert Hubbard**

This Agreement is made on this ____ day of December 2013, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Robert Hubbard of Templeton, MA (hereinafter, "Contractor") whereby the Town and Contractor contract for services as an Redevelopment Authority Director under the terms and conditions set forth herein.

I. SERVICES

Contractor shall provide services as enumerated in Attachment A (Contractor's Proposal). 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 proposal entitled "Oak Grove Park Scope of Services" including price quote
- 3) 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 \$65.00/hour for the services delivered pursuant to this contract. The total number of hours shall not exceed one hundred eighty five hours for the contract period December ____, 2013 – June 30, 2014. Contractor shall provide an invoice to the Town twice a month with reasonable supporting documentation. 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.

The Town agrees to reimburse the Contractor for routine travel expenses including travel to and from Medway Town Hall. The Town will provide an office in Medway for the Contractor and provide suitable furniture and standard office equipment for the Contractor's use. Contractor shall also maintain an office with fax machine; telephone with 24 hour answering machine or voice mail; computer, office and technical software and printer compatible with Town's equipment; email and internet.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall commence December ____, 2013 and shall be delivered by the Contractor no later than June 30, 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, professional

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:

Robert Hubbard
172 Main Street
Baldwin, MA 01436

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. 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.


IX. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and is not an agent or employee of the town and is not authorized to act on behalf of the Town. The Town will not withhold federal, state, or payroll taxes of any kind, on behalf of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

X. 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.

Contractor:



Robert Hubbard

Date: 11-26-2013

**Town of Medway
by its Board of Selectmen:**

Date: 12/2/2013

Approved as to availability of funds:

Carol Pratt
Town Accountant

Approved as to form:

Barbara Saint Andre
Petrini & Associates, P.C.
Town Counsel

IX. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and is not an agent or employee of the town and is not authorized to act on behalf of the Town. The Town will not withhold federal, state, or payroll taxes of any kind, on behalf of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

X. 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.

Contractor:


**Town of Medway
by its Board of Selectmen:**

Robert Hubbard

Date: _____

Date: _____


Approved as to availability of funds:



Carol Pratt
Town Accountant

412543
01182002 5305

Approved as to form:



Barbara Saint Andre
Petrini & Associates, P.C.
Town Counsel

AGENDA

ITEM #5

Authorization of Chairman to Execute Contract with Petrini & Associates, P.C. for Town Counsel Services

Associated back up materials attached.

- Proposed contract

Proposed motion: I move that the Board authorize the Chairman to execute a contract with Petrini & Associates for Town Counsel services for a three-year term.

AGREEMENT FOR LEGAL SERVICES

This Agreement dated as of July 1, 2014 is made

BETWEEN

The Town of Medway, a political subdivision of the Commonwealth of Massachusetts, whose address is 155 Village Street, Medway, MA 02053 acting by and through its Board of Selectmen. (The term "Client" refers to the Town of Medway.)

AND

Petrini & Associates, P.C., a Professional Corporation for the practice of law duly organized and existing under the laws of the Commonwealth of Massachusetts and having its principal office at 372 Union Avenue, Framingham, MA 01702, referred to herein as the "Law Firm."

Preamble

This Agreement is entered into between the Law Firm and the Client for the purpose of procuring legal services as more fully described herein. This Agreement shall govern the relationship between the parties during the entire term of this Agreement which shall commence July 1, 2014 and conclude June 30, 2017 which term is hereinafter referred to as the "Term of Appointment."

1. Legal Services to Be Provided

The Law Firm will provide the Client, acting through its Board of Selectmen, with advice and counsel as to the legal implications of matters of importance to the Client and, in general, will: administer the legal affairs of the Client; assume responsibility for particular matters undertaken by the Law Firm; monitor the status of matters undertaken by the Law Firm; respond periodically or upon request to inquiries from the Client or particular officers, boards or committees authorized by the Board of Selectmen; assure diligent prosecution or completion of all matters undertaken on behalf of the Client; attend promptly to all requests for legal opinions, formal or informal; and, in general, endeavor to control the cost of legal services so that expenses are proportionate to the resources of the Client that are available for the matter and to the nature of the responsibility undertaken and the importance of the matter to the Client as determined by the Client.

The Law Firm will not provide legal services with respect to tax title work, cable television licensing, and public employee retirement matters. The Client will make such arrangements as it deems necessary to obtain such services.

The Law firm will not provide any legal services other than those specified above without first consulting with the Client and obtaining authorization from the Client. In such matters the Client

may delegate to the Town Administrator, either in particular instances or generally, the power to authorize such services.

The Law Firm is authorized to rely upon all communications made to it by the Town Administrator relating to the general management of the Town's legal affairs as having been duly authorized by the Board of Selectmen. All communications permitted or required to be made by the Law Firm to the Client relating to such general management shall be deemed to have been sufficiently made when made to the Town Administrator in such manner as the Town Administrator may from time to time direct unless this Agreement or the Board of Selectmen require that they may be made directly or solely to the Board of Selectmen. The Law Firm may communicate directly with Department Heads and such other employees of the Town as the Law Firm deems necessary in particular matters in which it is rendering services. The Law Firm shall keep the Town Administrator informed reasonably promptly as to the substance of such communications.

Attorney Barbara J. Saint André is designated as the primary attorney for the Town, and is authorized by the Law Firm to manage the legal services to be rendered to the Client and to act on behalf of the Law Firm with respect to all matters required to the Law Firm under this agreement.

2. Legal Fees

The Law Firm acting through the primary attorney will utilize its best efforts to manage the legal services required by the Client during the term of this Agreement so as to not exceed the amount made available by the Client.

a. Basic Town Counsel Services

The Law Firm will provide all basic and ordinary Town Counsel services to the town for a yearly fixed fee of sixty-two thousand dollars (\$62,000) for fiscal year 2014-2015; sixty-five thousand dollars (\$65,000) for fiscal year 2015-2016; and sixty-five thousand dollars (\$65,000) for fiscal year 2016-2017, plus out of pocket expenses at cost (hereinafter referred to as "Basic Town Counsel Services"). The fixed annual fee for Basic Town Counsel Services covers typical town counsel services, including the following (so long as the service is not part of an excluded matter):

- consultation with town officials at town hall or at our offices;
- telephone conferences with town officials;
- research and writing of opinion letters;
- review, interpretation, and drafting of town bylaws;
- review and drafting town meeting warrant articles;
- review and drafting town meeting motions;
- attendance at town meetings;
- attendance at board and committee meetings (up to two per month);
- review of contracts;

- drafting of contracts;
- review of subdivision documents, such as covenants (to the extent not paid for by the developer);
- review and drafting of planning board, board of appeals, or other town board or committee decisions;
- review or drafting of routine legal instruments such as restrictive covenants, conservation restrictions, releases, and easements.

The list of services covered within Basic Town Counsel Services is not intended to be exhaustive, but merely illustrative of the Basic Town Counsel Services covered by the fixed annual fee. The fixed fee per fiscal year for Basic Town Counsel Services shall be billed in equal monthly increments, at a monthly rate of one-twelfth the yearly fixed fee. The Law Firm also agrees to provide in the first fiscal year two free seminars at Town Hall on topics to be agreed upon between the Town and the Law Firm, and periodic free seminars as appropriate after the first year.

b. Hourly Legal Services

Litigation, real estate transactions, Chapter 40B comprehensive permit hearings, construction and building committee issues, and labor are not included within the Basic Town Counsel Services, will be billed separately at an hourly rate, and are referred to herein as “Hourly Legal Services.”

The following are Hourly Legal Services not within Basic Town Counsel Services:

- work on litigation matters, including appeals to administrative agencies such as the ABCC and the Appellate Tax Board;
- real estate transactions, i.e. acquisition or disposal by the town of a parcel of real estate;
- comprehensive permit hearings;
- labor, i.e. collective bargaining, grievances, arbitrations, other union matters;
- construction and building committee issues and litigation.

The Hourly Legal Services rendered by the Law Firm outside of Town Counsel Basic Services during the term of this Agreement will be billed to the Client at the hourly rates set forth below. If additional attorneys are hired by the Law Firm, the Law Firm will inform the Client of the additional attorney and billing rate.

	FY14	FY15	FY16
Attorney Petrini	\$225	\$230	\$235
Attorney Saint André	\$210	\$215	\$220

Associates	\$195	\$200	\$205
Law Clerk/Paralegal	\$115	\$115	\$115

The Law Firm shall not charge for travel time to and from Town Hall while providing either Town Counsel Basic Services or Hourly Legal Services.

c. Invoicing

The Law Firm will use its best efforts to provide within fifteen days after the last working day of each month during the term of this Agreement invoices for serviced rendered for the prior month. In no event shall invoices for the prior month's services be provided to the Client later than the last business day of the immediately succeeding month of the month in which services have been rendered. Invoices shall identify for all legal services by the Law Firm, including Basic Services, the subject matter of the service; the attorney, law clerk or paralegal rendering the service; the date and description of the work performed thereon; the time devoted to the work on each date and the applicable hourly rate of charge. Expenses for which reimbursement is sought shall be similarly itemized. Additional information sought by the Client's accounting department if required will be provided promptly.

3. Costs and Expenses

The Law Firm shall be compensated or reimbursed for the costs of: photocopying; messenger service; costs of depositions, including stenographers' fees and costs of transcripts; out-of-pocket travel expenses incurred, including but not limited to court appearances and attendance at depositions; fees for service of process; delivery fees and other out-of-pocket disbursements. The Law Firm will not incur any single cost or costs of similar type that aggregate in any billing period in excess of \$500 for such cost or type of cost without the prior consent of the Client acting through the Town Administrator unless such expenses have been included in any budget that may have been approved for the particular matter.

4. When Payments Are Due

Payments to the Law Firm shall be due upon receipt of the periodic invoices described herein and in any event not later than 30 days following such receipt.

5. Authorization and Decisions Making

The Law Firm agrees to notify the Client promptly of all significant developments in any matter with respect to which the Law Firm is to render legal services and to consult with the Client with respect to any significant decisions related to those developments.

6. Termination by Client

The Client may terminate the services of the Law Firm under this Agreement at any time upon the affirmative vote of three members of the Board of Selectmen for reasons sufficient to the Client in its sole discretion, subject to its contractual liability to the Law Firm for services rendered to the date of notice to the Law Firm of the termination of the Law Firm's services. Any such termination shall not be effective for at least thirty days after notice to the Law Firm. Upon termination of the services of the Law Firm for sufficient cause stated, the Law Firm shall be entitled only to payment for all services properly rendered in accordance with the terms of this Agreement through the date of termination.

Upon termination of the Law Firm's services, the Client shall be entitled to the return of all papers and effects of the Client in the possession of the Law Firm, and to receive copies made at the expense of the Client of all work papers, memoranda of law and other materials prepared by the Law Firm pertaining to the subject matter of the Law Firm's representation. The Law Firm shall have no possessory lien with respect to the foregoing items.

7. Termination by Law Firm

The Law Firm may terminate this Agreement if: (1) the Client is in breach of its obligation hereunder; (2) if the Client fails to pay invoices for services rendered within forty-five days (the Law Firm agrees to provide written notice to client at least ten days before exercising the right of termination set forth in this subsection); or (3) if the Law Firm is otherwise required to do so in accordance with the Rules of Professional Conduct governing attorneys admitted to practice law in the Commonwealth of Massachusetts. Unless the Law Firm is required to terminate this Agreement in accordance with the Rules of Professional Conduct, the Law Firm agrees to provide the Client with at least thirty days notice of termination.

Upon such termination, the Law Firm shall at the Client's direction deliver legible copies of all of the Law firm's work product, and other material relating to the subject matter of this agreement prepared in connection with the services, to the Client, or at the direction of the Client, to successor counsel. Upon such termination, the Law Firm will cooperate with successor counsel to assure a smooth transition of the representation. The attorney's lien for fees provided in Mass. Gen. Laws, c. 221, §50 shall not be deemed to constitute a possessory lien on any tangible expression of the attorney's work product or to any papers of the Client in the Law Firm's possession.

8. Information to Be Made Available to the Client

The Law Firm will make reasonable efforts to keep the Client informed reasonably promptly of developments or changes in the status of any matters with respect to which services are rendered under this Agreement and as to all acts that are being taken on behalf of the Client. The Law Firm will make its files on such matters available to the Client and at the Client's request will send copies of materials to the Client at the Client's expense. The Law Firm will be guided in the preparation of communications to the Client by the provisions of the Public Records Law of

the Commonwealth of Massachusetts (Mass Gen. Laws c. 66, §10) and will clearly designate as "Attorney-Client Confidential" or "Executive Session Material" each document that requires or warrants such designation.

9. Representations

The Law Firm represents to the Client that the Law Firm during the term of its representation of the Town will not represent any client in matters in which the interests of such client are adverse to those of the Town or in any matter seeking action by any officer, agency, board of committee of the Town.

In the event that the Law Firm shall be disabled or disqualified by reason of the Code of Professional Conduct from providing services to the Client in a particular matter as to which the foregoing representations do not apply, the Law Firm shall notify the Client promptly upon becoming aware of the circumstances and shall be excused from providing services to the Client in such matter. The Law Firm will be entitled to compensation for work performed on behalf of the Client at the hourly rates set forth herein prior to the discovery of a conflict to the extent such work has benefited Client.

10. Complete and Binding Agreement

This writing and the incorporated references include the entire agreement between the Client and the Law Firm regarding this matter. This Agreement can only be modified by another written agreement signed on behalf of the Client and the Law Firm. This Agreement shall be binding upon the Law Firm and the Client for the Term of Appointment specified herein, subject, nevertheless, to the provisions herein relating to termination of services.

11. Signatures

Both the Client and the Law Firm have read and agreed to the terms of this Agreement. The parties executing this Agreement hereby represent that they have the requisite authority to execute said Agreement and bind the respective parties. The Agreement has been executed in two counterparts. Any one of said two shall serve as an original.

*[Remainder of page has been intentionally left blank.
Signature page for Agreement appears on next page.]*

**Town of Medway
Board of Selectmen**

Dennis Crowley, Chairman

John Foresto

Richard D'Innocenzo

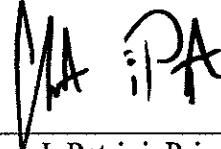
Glenn Trindade

Maryjane White

Dated:

2014.06.10 Contract for Town counsel services (1301-00)

Petrini & Associates, P.C.

Handwritten signature of Christopher J. Petrini, consisting of stylized initials 'CJP' followed by 'PA'.

Christopher J. Petrini, Principal

AGENDA

ITEM #6

**Approval – End of Year Budget
Transfer Request – Council on
Aging**

No associated back up materials.

Request form to be provided under separate cover. Town Accountant will be present to speak to the request.

AGENDA

ITEM #7

Approval – Amendment to Town Administrator’s Contract

No associated back up materials.

[Extension of Town Administrator’s contract through July]