

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

July 28, 2014 - 6:30 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session, Exemption 3: To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares [Ralph Costello – Applegate Subdivision]

Other Business [Immediately following Executive Session]

1. Introduction of New Town Administrator – Michael Boynton
2. Authorization to Expend Grant Funds and Authorization of the Chairman to Execute Associated Contract – Department of Energy Resources (DOER) Green Communities Grant - \$205,925
3. Approval – Memorandum of Understanding – Ralph Costello/Applegate Subdivision
4. Authorization to Expend Grant Funds – Executive Office of Elder Affairs Grant – Council on Aging - \$16,024
5. Approval – One Day Liquor License – Stephen Lawton – August 10, 2014
6. Approval – One Day Liquor License – Medway Community Farm *Farm to Fork* Event – August 23, 2014
7. Approval – FY15 Board/Commission/Committee (Re)Appointments
8. Action Items
9. Approval of Warrants
10. Approval of Minutes
11. Town Administrator's Report
12. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

To be determined

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

AGENDA

ITEM #1

**Introduction –
New Town Administrator –
Michael Boynton**

No associated back up materials.

AGENDA

ITEM #2

Authorization to Expend Grant Funds and Authorization of the Chairman to Execute Associated Contract - Green Community Grant - \$205,925

Associated back up materials attached.

- *Notice of Grant Award*
- Correspondence from Department of Energy Resources Green Communities Division dated July 14, 2014
- Contract between the Town of Medway and the Commonwealth (DOER)
- Email from Town Counsel dated July 23, 2014

Motion: I move that the Board approve the grant awarded by the Department of Energy Resources (DOER) Green Communities Division in the amount of \$205,925, execute the associated *Notice of Grant Award* and authorize the Chair to execute the associated contract.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: Energy Management DATE: 7/21/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Town Administrator & Energy Manager

NAME OF GRANT: Green Communities Competitive Grant - FY14

GRANTOR: Mass Department of Energy Resources (DOER)

GRANT AMOUNT: \$205,925

GRANT PERIOD: July 14, 2014 through April 30, 2016

SCOPE OF GRANT/
ITEMS FUNDED Grant funds will be used for EMS system for Memorial School and for LED street lights
\$180,848 EMS
\$ 25,077 LED street lights

IS A POSITION BEING
CREATED: No

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

ARE MATCHING TOWN
FUNDS REQUIRED? Yes

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

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS TO
BE USED:
\$15,056 LED Street Lights Act #: Not yet assigned by Accounting
Article #7 from 5-12-2014 Annual Town Meeting

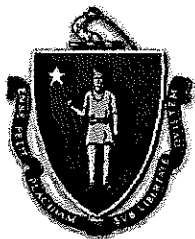
ANY OTHER EXPOSURE TO TOWN?
None

BOARD OF SELECTMEN:

ACTION DATE _____

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Deval L. Patrick
Governor

Maeve Valley Bartlett
Secretary

Meg Lusardi
Acting Commissioner

July 14, 2014

Town Administrator Suzanne K. Kennedy
Town of Medway
155 Village Street
Medway, MA 02053

Dear Town Administrator Kennedy:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$205,925 for the following projects proposed in the town of Medway's Green Communities Competitive Grant application:

List of Projects Funded:

- \$180,848 Memorial Elementary School – EMS
- \$25,077 Various locations – LED streetlights

The Division reviewed Medway's grant application and has determined that these are viable, well developed projects that meet the eligibility requirements of our Competitive Grant program. Please note that, due to the competitive nature of this grant program, **the use of these funds is restricted to the specifically approved projects listed above.**

Jane Pfister, Green Communities Grants Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process.

The Green Communities Division looks forward to working with the town of Medway on your grant projects. We congratulate you on this grant award, and applaud your efforts to create a cleaner energy future for your community and for the Commonwealth as a whole.

Please do not hesitate to contact me at 617-626-7358 or by email at lisa.capone@state.ma.us with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Capone". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lisa Capone, Deputy Director
Green Communities Division

TABLE OF CONTENTS

- I. THE COMMONWEALTH STANDARD CONTRACT FORM
- II. COMMONWEALTH TERMS AND CONDITIONS
- III. BACKGROUND
- IV. ATTACHMENT A: GC COMPETITIVE GRANT APPLICATION MATERIALS-
- V. ATTACHMENT B: GRANTEE RESPONSE
- VI. ATTACHMENT C: SCOPE OF GRANT AWARD
- VII. ATTACHMENT D: BUDGET
- VIII. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
 - 1. GRANTEE AUTHORIZED SIGNATORY LISTING
 - 2. W-9 FORM
 - 3. EFT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Medway (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: DOER-ENE	
Legal Address: (W-9, W-4, T&C): 155 Village Street, Medway, MA 02053		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Michael E. Boynton, Town Administrator		Billing Address (if different):	
E-Mail: mboynton@townofmedway.org		Contract Manager: Jane Pfister	
Phone: 508-533-3264	Fax: 508-321-4988	E-Mail: jane.pfister@state.ma.us	
Contractor Vendor Code: VC6000191877		Phone: 617-626-1194	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: PON-ENE-2012-011	

<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;">___ CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 205,925

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

This is a grant agreement to provide Green Communities grant funding to fund conversion to LED streetlights in various locations and a new energy management system (EMS) in Memorial Elementary School, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of July 14, 2014, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of April 30, 2016, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Dennis Crowley</u></p> <p>Print Title: <u>Chair, Board of Selectmen</u></p>	<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Stephen A. White</u></p> <p>Print Title: <u>Chief Financial Officer</u></p>
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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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

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

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

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

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

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

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

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

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

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of

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

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



II. COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State")

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

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

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

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

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

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any

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

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

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

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

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

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

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

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

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or



II. COMMONWEALTH TERMS AND CONDITIONS

other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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



II. COMMONWEALTH TERMS AND CONDITIONS

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until

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

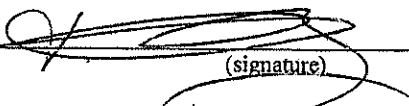
14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: _____


(signature)

Print Name: Dennis Crowley

Title: Chairman, Medway Board of Selectmen

Date:

(Check One): Municipal Organization Individual

Full Legal Organization or Individual Name: Town of Medway

Doing Business As: Name (If Different):

Tax Identification Number: 04-6001217

Address: 155 Village Street, Medway, MA 02053

Telephone: 508 533-3200 FAX: 508-321-4988

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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III. Background

1. On January 30, 2014, DOER issued the Green Communities Competitive Grant Program Opportunity Notice (PON) PON-ENE-2014-019, (“the PON”) and amended it on February 26, 2014. The grant agreement resulting from this process is subject to 815 CMR 2.00 et seq.
2. Town of MEDWAY (“Grantee”) submitted a response to the PON on or before the April 18, 2014 due date.
3. DOER has selected the Grantee to receive Green Communities Competitive Grant funds for projects described in Grantee’s response to the PON.
4. DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
5. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This Agreement incorporates and makes part hereof certain Attachments and Forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon Attachments and Forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

BACKGROUND

ATTACHEMENT A: GC COMPETITIVE GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. GRANTEE AUTHORIZED SIGNATORY LISTING
2. W-9 FORM
3. EFT

IV. ATTACHMENT A: GC COMPETITIVE GRANT APPLICATION MATERIALS

February 26, 2014



**GREEN COMMUNITIES
COMPETITIVE GRANT
PROGRAM
2014**



GRANT APPLICATION INFORMATION

ELIGIBILITY CRITERIA

- Applicant must be an existing designated Green Community as of January 30, 2014.
- Applicant must have expended all existing Green Communities grant funding, submitted a complete final grant report and satisfied all outstanding questions no later than 5 pm March 21, 2014.
- Applicant must have completed an Annual Report and satisfied all outstanding questions no later than 5 pm March 14, 2014.
- Applicant must have adopted DOER's most recent Fuel Efficient Vehicle Policy by March 14th, 2014.
- Applicants that have met their 20 percent Energy Reduction Plan target **after five or more years** are eligible to apply for additional qualified projects, as detailed on page 4.
- Applicants whose vehicle fuel use comprises at least 30 percent of total municipal energy consumption are eligible to apply for additional qualified projects, as detailed on page 5.

GENERAL INFORMATION

- Up to \$7 million in total funding is available for the 2014 Competitive Grant round.
- A competitive grant round will be offered on an annual basis as funding is available. Amount of available funding for future competitive grant rounds, if available, may vary. The maximum amount of grant award per applicant for the 2014 Competitive Grant program is \$250,000, although individual awards may be less. This amount may vary in future competitive grant rounds.
- An applicant may submit one comprehensive project for consideration or multiple projects as part of one application.
- Award of the total \$7 million will be dependent upon the applications received and the number deemed eligible for award.
- The list of Qualified Projects is subject to change in future competitive grant rounds.
- As this is a competitive solicitation, proposed projects cannot be significantly changed once awards are made. If an awarded project is not able to proceed, the award will be forfeited.

PLEASE NOTE: If a competitive grant recipient anticipates that it will not expend its entire grant award due to possible savings, including but not limited to, higher than projected utility incentives, DOER may allow the municipality to submit new proposals to DOER for the remaining balance of the award.

INSTRUCTIONS

- Applicants must complete all required sections **ONLINE** in order to be considered for a grant award. No paper submissions will be accepted. Failure to submit all sections online will constitute a late filed application and will not be considered.
 - Applications must be submitted by **5 pm April 18, 2014**.
 - Quarterly reporting is required upon receipt of your Competitive Green Communities Grant. These requirements will be detailed when your grant award is executed.
 - This application information is available at [www.comm-PASS.com](http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html) as PON-ENE-2014-019 and <http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html> .
 - ALL questions must be submitted to Meg Lusardi at Meg.Lusardi@state.ma.us, by 5pm on April 11, 2014 with “PON-ENE-2014-019 Competitive Grant Question” in the subject line. Responses will not be sent individually to inquirers, rather questions and answers will be posted weekly on the DOER website at <http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html>
-
- **IMPORTANT NOTICE: COMMPASS WILL BECOME “COMMBUYS” ON MARCH 24, 2014.**
 - **THE TIMING OF THIS SOLICITATION AND THE CHANGE IN THE STATE PROCUREMENT SITE WILL REQUIRE RESPONDENTS TO ACCESS THIS SOLICITATION AT COMMBUYS AFTER MARCH 24, 2014 OR DOER’S WEBSITE**
 - **PLEASE CHECK-IN THROUGH EMAIL AND/OR THE DOER WEBSITE, <http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html>, FOR ANY COMMUNICATION, AMENDMENTS, AND QUESTIONS AND ANSWERS REGARDING THIS SOLICITATION.**

QUALIFIED PROJECTS

Designated Green Communities may submit a grant application to fund all or a portion of the costs of installation or construction of:

- Energy Conservation/Energy Efficiency Measures
 - Commercial and Industrial (C&I) Measures as listed in Attachment A. Funds can be applied to any required infrastructure upgrades for the proposed measures, e.g. funds for steam-to-hot water heating systems conversion versus just a new boiler. **Measures not included in Attachment A will not be considered for this category (see exception below for those who have met their 20% Energy Reduction Plan target after 5 or more years).**
- Renewable Energy Projects on Municipal Property
 - Combined Heat and Power (CHP) Systems fired with renewable fuel—overall system efficiency of at least 50 percent and meets Massachusetts Renewable Portfolio Standards (RPS) low-emission requirements. Please note that CHP fired with fossil fuels are included in the Energy Efficiency Measures listed in Attachment A.
 - Anaerobic Digestion that uses organic materials (e.g. food waste, agricultural waste) and meets RPS low-emission requirements.
 - Solar Thermal.
 - Biomass Thermal that meets the following:
 - Utilizes only clean wood chips or wood pellet fuel,
 - Meets all applicable ASME and UL safety certifications,
 - Achieves fuel conversion efficiency ratings that are amongst the highest of those of commercially available products, typically above 80-85 percent, and
 - Utilizes Best Available Control Technology (BACT) to reduce air emissions to levels that are amongst the lowest achieved by commercially available technology.
- Air- or Water-sourced Heat Pumps using Variable Speed Inverter Technology which demonstrates high performance at peak cold ambient temperatures.
- District Heating and Cooling Infrastructure for Renewable Fueled Heating and/or Electric Central Plant.

Special Opportunities for Applicants That Have Met 20 Percent Reduction Targets:

- Applicants that have met their 20 percent Energy Reduction Plan target **after 5 or more years**, as verified by their Green Communities Annual Report, are also eligible to apply for:
 - Behavior-based energy efficiency programs that focus on energy savings resulting from changes in individual or organizational behavior and decision-making, such as programs that employ goal setting, rewards and other tactics to encourage efficient energy use;
 - Energy efficiency community outreach programs regarding MassSave, including supplemental grant programs; and
 - Energy efficiency projects recommended in an evaluation, but not included in Appendix A.

Special Opportunities for Applicants with High Vehicle Fuel Usage:

- Applicants whose vehicle fuel use comprises at least 30 percent or more of their total municipal energy consumption as verified by their Annual Report, are also eligible to apply for:

- Vehicle tracking and routing software that includes a feedback or fuel-savings component; and
- Technologies that reduce vehicle fuel consumption (e.g. idle-right technology, etc.)

NON-QUALIFIED PROJECTS

The following will **NOT** be funded in this particular grant round:

- Staffing beyond 10 percent of grant amount to administer the grant
- Solar PV
- Interior Lighting
- Vehicles
- Revolving loan funds
- Feasibility studies or assessments
- Projects for buildings/facilities not included in the municipality's baseline and therefore not in the municipality's Energy Reduction Plan (e.g. a Regional School District).

EVALUATION CRITERIA

- Energy Impacts, including reductions in energy consumption and greenhouse gas emissions
- Shovel Readiness, including viability, and appropriateness of project
- Effective Use of Funds
 - Matching funds will be factored into the evaluation, but are not required
- Other Considerations
 - Continuous compliance with Green Communities criteria in effect to date (example of non-compliance is a vehicle purchased that does not meet the Fuel Efficient Vehicle Criteria that was in effect at the time)
 - Compliance with reporting requirements on previous grants from Green Communities Division
 - Justification of need for any requests for 10 percent of funds for administrative needs

REQUIRED APPLICATION MATERIALS TO BE SUBMITTED ONLINE

- A Project Narrative for EACH project (see Attachment B below)
- Completed Grant Table that contains specific metrics for the municipality's proposed project(s). This file must be submitted as an Excel spreadsheet. (Available via the online submission system, an example is contained in Attachment B)
- Supporting material in its original and complete format (e.g., the entire audit report, not a portion of it)
- Certification of Application – (see Attachment C)

FILE NAMING CONVENTIONS

Name each of your files for the above listed documents with your municipal name and wording that makes the content of the file clear (see examples below) – this is **REQUIRED**. Please do not preface with "Town (or City) of", just the municipal name.

Examples for "Muni A":

- Muni A Grant Table.xls
- Muni A Efficiency Narrative.pdf
- Muni A Solar Narrative.pdf
- Muni A Energy-to-Go audit.pdf
- Muni A Your Own Solar.pdf
- Muni A Certification of Application

The instructions for the online submission of the materials above are contained in Attachment D.

ATTACHMENT A**APPROVED CONSERVATION/EFFICIENCY MEASURES****THERMAL MEASURES (NATURAL GAS, OIL OR PROPANE)**

HVAC – Energy Star® programmable thermostat
 HVAC – Boiler Reset Controls (Retrofit Only)
 HVAC – Condensing Unit Heater
 HVAC – Low Intensity Infrared Heating
 HVAC – High Efficiency Boiler
 HVAC – High Efficiency Warm Air Furnace
 Combined Heat And Power
 Retrocommissioning
 Building Insulation
 Building Air Sealing
 HVAC /Hot Water – Combined High Efficiency Boiler And Water Heater
 Hot Water – Condensing Stand-Alone Water Heater
 Hot Water – Pre-Rinse Spray Valve
 Hot Water – Repair/Replace Malfunctioning Steam Trap
 Hot Water – Low Flow Shower Heads
 Hot Water – Faucet Aerator
 Hot Water – High Efficiency Indirect Water Heater
 Hot Water – High Efficiency Tankless Water Heater
 Hot Water – High Efficiency Free Standing Water Heater
 Food Service – Commercial Oven
 Food Service – Commercial Griddle
 Food Service – Commercial Fryer
 Food Service – Commercial Steamer

ELECTRIC EFFICIENCY MEASURES

HVAC – Single–Package and Split System Unitary Air Conditioners
 HVAC – Single Package or Split System Heat Pump Systems
 HVAC – Dual Enthalpy Economizer Controls (DEEC)
 HVAC – Demand Control Ventilation (DCV)
 HVAC – ECM Fan Motors
 HVAC – Energy Management System
 HVAC – High Efficiency Chiller
 HVAC – Programmable Thermostats
 Refrigeration – Door Heater Controls
 Refrigeration – Novelty Cooler Shutoff
 Refrigeration – ECM Evaporator Fan Motors for Walk–in Coolers and Freezers
 Refrigeration – Case Motor Replacement
 Refrigeration – Cooler Night Covers
 Refrigeration – Electronic Defrost Control
 Refrigeration – Evaporator Fan Controls
 Compressed Air – High Efficiency Air Compressors
 Compressed Air – Refrigerated Air Dryers
 Motors/Drives – Variable Frequency Drives
 Streetlights – LED, Induction
 LED streetlight controls
 Exterior or parking lot lights - LED, Induction

ATTACHMENT B

- A project narrative *AS OUTLINED BELOW* must be provided for *EACH* project.
- Each bullet below must be addressed for the type of project proposed.
- If the applicant believes a particular bullet is not applicable, then N/A should be noted.

FOR ALL PROJECTS:

- Provide the municipality's total energy consumption for the previous year in MMBtu. This should include buildings, vehicles and streetlights.
- Describe the scope of the project proposed including:
 - Purpose
 - Benefits
 - Timeline
 - Procurement required and status
 - Anticipated impact, qualitatively and quantitatively
 - How the project supports the municipality's Five Year Energy Reduction Plan.
- Provide a complete accounting/proposed budget for the project. Include:
 - Total project budget with cost estimates/quotes (annotated to clearly identify the option selected for the budget).
 - Other sources of funding, including any utility or Mass Clean Energy Center incentives.
 - Justification for any funds to be used for administrative costs; this **MUST** be provided. In no case shall more than 10 percent of grant awards be used to fund administrative costs.
- Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors, and any technical service providers.
 - Identify the specific roles and responsibilities of each of the parties.
 - Identify how the project will be managed on a day-to-day basis.
 - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team.
- Explain why the proposed project would not have been implemented without this funding.
- Identify opportunities for education and outreach for proposed project and a concrete plan for accomplishing them.
- Identify any and all permits required and the status of each.
- Identify any other approvals required, e.g. local, state, federal, and the status of each.
- Attach any documentation to support project technical and economic viability: applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to the relevant portions.

FOR ENERGY EFFICIENCY PROJECTS:

- For funding requests towards measures as part of an **Energy Savings Performance Contract (ESPC)**, please explain whether or not the measure(s) would be included in the ESPC without the funding, and if not, why. Also describe whether or not the ESPC will proceed without this funding. Please explain that this is the case for any funding requests related to energy savings performance contracts.
- For **Streetlights, exterior lights, traffic lights or parking lot lights**, provide the following information:
 - Number and wattage of lights
 - Their total electric consumption for the previous year in kWh
 - Ownership (confirm municipal) and metering status (unmetered or metered)
 - Wattage, cost and technology (LED, induction, etc.) of proposed replacement lights
 - For LED Streetlight controls, please provide the aforementioned information, as well as the following:
 - Product specifications for controls;
 - Proposed operating changes and associated projected energy savings; and
 - Email or letter of support from the utility.
- For **building efficiency measures**, provide the energy consumption for the previous year for the building where proposed project is located. Please include energy consumption for each fuel in kWh, therms, gallons, etc.
- Attach the audit recommending the proposed measure.
 - Identify what other measure(s) have been completed to date from the audit/assessment. Address whether or not the whole building was assessed, and how the measure proposed for funding was prioritized for implementation amongst the recommended measures.
 - For proposed measures not recommended in an audit, the applicant must provide technical information to support implementation of this measure. The supporting information must include why this measure is recommended for funding, quantification of the measure's efficiency rating (e.g. R-value, U-Value, rated efficiency, etc.), and sample calculations which list all assumptions for projected energy savings and costs.
- For **boilers, rooftop ventilation units, and HVAC system projects**, provide the following information, if available:
 - Efficiency of code-compliant unit
 - Efficiency of proposed unit
 - Cost of code-compliant unit
 - Cost of proposed unit and energy savings (as contained in the Competitive Grant Table).
- For **Energy Management Systems Projects**, provide the following information, if available:
 - Current EMS (if any)
 - Number of data points requested
 - Systems and equipment to be monitored and/or controlled
 - EMS manufacturer
 - Whether the EMS remote control units and transducers are interchangeable with EMS main control units from other vendors?

- Is the EMS program software open-source? Can updates and revisions be installed by technicians other than the vendor?
- What is the communication protocol (e.g., BACNET)? Does it allow communication with other vendors' control systems?

FOR RENEWABLE ENERGY PROJECTS:

- Provide documentation demonstrating the availability of the renewable resource identified in this application. For example, if the applicant is pursuing a wind project, please provide relevant analysis that supports the siting of wind in the location identified (e.g. wind map information, Met tower data).
- Identify Energy Conservation Measures completed within the last five years for the building(s) being considered for the renewable energy project.
- If available, provide a list of materials and equipment including manufacturer's specifications/product name.
- For biomass and anaerobic digestion projects, provide a description of the source materials to be used and a plan for obtaining source material.
- Describe plans and/or actions taken for obtaining community buy-in for the project.

(APPLICANTS FOR ANY OF THE FOLLOWING THREE PROGRAMS MUST MEET THE ADDITIONAL APPLICABLE CRITERIA NOTED ON PAGE 3 or 4)

FOR BEHAVIOR-BASED PROGRAMS:

- Identify who will manage the program;
- Identify specifically how the funds will be used; and
- Describe the program:
 - Identify one or more specific, quantifiable goals. Describe how progress towards these goals will be tracked.
 - Identify the baseline timeframe and baseline energy use.
 - Identify the length of time for the behavioral program. If intended to be ongoing, please identify an initial phase.
 - Describe what department(s), facilities and/or participants will be included.
 - Describe how the participants will be informed of their progress and impacts (feedback).

FOR ENERGY EFFICIENCY COMMUNITY OUTREACH PROGRAMS:

- Identify who will manage the program.
- Identify specifically how the funds will be used.
- Provide a general communications and strategic plan to increase participation in efficiency programs (e.g. MassSave), including:
 - Sectors to be targeted, for example residential, multifamily (>4 units), small commercial, large commercial, industrial, etc.

- Components to be included, for example energy assessments, implementation of utility identified measures, any supplemental grants provided by municipality, etc.
- Any specific demographics to be targeted.
- For each sector and component, identify a goal as both a number and as a percentage in your Green Community (i.e., percentage of households or businesses).
- Provide an explanation as to why this goal(s) is realistic and achievable.
- If requesting funds to provide supplemental funding to MassSave incentives, also describe:
 - how residents will apply, including required documentation;
 - how their funding eligibility will be determined;
 - the amounts to be awarded; and
 - the specific measures to be supported.
- Describe how data will be tracked for the following:
 - An “anonymous” listing of participants (No names/addresses should be provided);
 - All services received by each participant, e.g. energy assessment, implementation of measures with amount of incentive, and, if part of the program,, any supplemental grant received and for what measures; and
 - The projected energy savings per participant.
- Provide a letter of support and collaboration from the electric utility serving the municipality.

FOR MEASURES TO REDUCE VEHICLE FUEL CONSUMPTION

- Describe what vehicles are to be retrofitted or targeted by the following categories:
 - Department(s);
 - Purpose/how used;
 - Average mileage per year; and
 - Number of operators.
- Describe the proposed program to reduce vehicle energy use:
 - projected vehicle fuel savings with supporting analysis;
 - how fuel use by individual vehicles will be tracked and reported;
 - how mileage by individual vehicles will be tracked and reported;
 - the process for providing and obtaining feedback (i.e., how the users or department will be informed of their progress);
 - include the manufacturer’s specifications/product name for the proposed vehicular efficiency measure(s); and
 - how any monthly software charges will be maintained beyond the funding provided through this grant.

EXAMPLE OF ONLINE GRANT TABLE

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Building Name and/or Location	Project Name (description) ⁽¹⁾	Projected Project Completion (m/yr) (optional)	Projected Annual Electricity Savings or Generation (kWh) ⁽²⁾	Projected Annual Natural Gas Savings (therms) ⁽²⁾	Projected Annual Oil Savings (gallons) ⁽²⁾	Projected Annual Energy Savings (other fuel) ⁽³⁾	Projected Annual Cost Savings ⁽²⁾ (\$)	Total Project Cost (\$) ⁽⁴⁾	GC Grant Funding (\$) ⁽⁵⁾	Utility Incentives (\$) ⁽⁵⁾	Other Grants (please list source in notes column) (\$) ⁽⁵⁾	Town Contribution (\$) ⁽⁵⁾	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference
	here!													
	PROJECT BALANCE SHEET NAME HERE	N/A	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A

NOTE: This table has been formatted so that the projects are directly transferable to from Table 4 of the Energy Reduction Plan and Annual Reports in order to minimize the reporting burden of Green Comm.

(1) A municipality may submit proposals for as many projects as it wishes. Projects must comply with all requirements specified in the full guidance.

(2) Please estimate only the projected direct annual cost and energy savings.

(3) For other fuels, please specify in column header fuel and units (ex: gallons). DOER will perform the calculations for MMBtu and GtGs and return.

(4) Total project cost = sum of all funding sources (columns J-M).

(5) Please provide a specific page number/range from the audit or study that provides funding request and project details.

ATTACHMENT C

CERTIFICATION OF APPLICATION

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

CERTIFICATION OF APPLICATION

The Chief Executive Officer must complete this certification.

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

[Signature of Chief Executive Officer]

[Title of Chief Executive Officer]

[Date]

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

ATTACHMENT D - HOW TO SUBMIT APPLICATION ONLINE

Welcome to the Green Communities Online Competitive Grant Application System

We have tried to make this process as simple as possible, and hope that, by carefully following each step outlined in the instructions, you'll be able to easily navigate and complete this application.

PLEASE NOTE: *You cannot return to a partially completed form to add or correct information.* If you log out without using the <Submit> button, nothing has been saved in the system. If you want to practice using the system, just don't use the submit button. When you use the <Submit> button the information on the form along with uploaded files will be saved to DOER's system. If you log back in, the form will be blank BUT the system saved your files and information. **Please only submit once.** If you do not see your city or town name on the drop-down pick list, made a mistake, or forgot something, please contact Jane Pfister at jane.pfister@state.ma.us / 617-626-1194.

Getting Started

- Only one person can submit information from your city or town. Please designate a single point of contact (if it has changed from previous point of contact) and provide their email address to your Regional Coordinator. A new single point of contact will receive an email invitation to the online application system and will be required to create a user profile. People already registered on Central Desktop (previous point of contact) retain their system access but their Regional Coordinator needs to let DOER know they will be the point of contact for the competitive grant application.
- Use a high speed (broadband) Internet connection if possible. Dial-up connections work, but may be frustratingly slow.
- No paper submission is required or accepted for the grant application. The process is online and electronic only.

Grant Application Process

1. Review the Checklist below to make sure you have everything ready. All files you will upload should be saved in one folder somewhere on your computer, easy to find and select once you begin. Begin EACH electronic file name with city or town name then wording that makes the content of the file clear.
2. Fill out the online competitive grant application form completely. You will upload multiple files using the form.
3. Upload the Grant Application Table as Excel, signed Certification of Application (as PDF), Project Narrative(s) for each proposed measure along with any other supporting files which can be energy , audits, studies, proposals, or other documentation. Please upload a complete energy audit or study, not just relevant page. Use the Upload fields (green lines at the bottom). Use the Upload fields (green lines at the bottom), one for each file, by either clicking in the blank space or grey <Browse> button, browse to and select a file on your computer, then double click on it, or select Open option on the dialog box. The file's path on your computer will show in the blank white space.
4. *If you have more supporting documents than the available Upload fields, you can create a compressed (zipped) file (with the required name format) with all supporting files for a proposed project (see instructions for creating a compressed folder at end of this document).*
5. Review the Competitive Grant Application Form and uploads carefully to make sure everything is complete and how you want it. Use the Select Date-Time calendar on the bottom and then click on the <Submit> button.

6. After you successfully submit the Competitive Grant Application Form and uploaded documents, a confirmation page will appear. DOER will also receive a message from the system. Shortly, you will receive an email confirming that DOER's Green Communities Division has received your grant application and the number of files that were uploaded.

CHECKLIST – Are Your Materials Ready?

- € Name each electronic file beginning with the city or town name and wording that makes the content of the file clear – this is **REQUIRED**
- € GC Grant Application Table (Excel file)
- € Signed Certification of Application (PDF file)
- € Project Narrative for EACH proposed measure (Word or PDF file)
- € Supporting Audits, Studies, other documentation for EACH proposed measure (complete study is required, NOT just relevant pages) (Word or PDF file). If you have more than a total of six (6) supporting files to upload, then create a compressed (zipped) file (with the required name format) with all supporting files for a proposed project (see instructions for creating a compressed folder).

Too Many Files to Upload? Create a Compressed (zipped) Folder

1. Put all the files you want to attach somewhere on your computer (e.g. in one folder).
2. Select all the files you wish to include: Hold down the <Ctrl> key as you click each one. They will all be highlighted in blue.
3. Right click any of the highlighted files (put your cursor over one of the files and click the right button on your mouse or other pointing device).
4. Select <Send To> (about half way down the pop-up menu).
5. Select <Compressed (zipped) Folder> from the next pop-up menu.
6. Find the new folder. It will have the name of one of the files you selected (in step 3), but with a .zip extension (e.g. Town Efficiency Audit.zip).
7. Rename the zip folder by (right clicking the folder name and select <Rename> (near the bottom of the menu).
8. Change only the name to the left of the period (i.e. keep the .zip extension).
9. Begin with town/city name then wording that makes the content of the file clear.
10. Upload the same way, using a green Upload line on the form.

Get Help

Pre-Grant Application Process - Contact your Regional Coordinator

Online Process and Technical Issues -Contact Jane.Pfister@state.ma.us / 617-626-1194

V. ATTACHMENT B: GRANTEE RESPONSE

Medway - Attachment B - Project Narratives

Introduction - The Town of Medway is submitting its application for three projects:

- Energy Management System at the Memorial Elementary School (pages 1-5)
- Conversion of 193 street lights to LED (pages 6 – 9)
- Condensing Units for the Police Station Air Conditioning System (pages 10 – 13)

The narratives follow below, one after each other, and include Attachments B1 – B10.

Memorial Elementary School Energy Management System (EMS)

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

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

- **Describe the scope of the project including:**
 - Purpose
 - This project entails replacement of the building automation and energy management system at Medway's Memorial School. This will facilitate Medway achieving its goal of decreasing its energy use by 20% between 2010 - 2014 in accordance with its 5-year Green Communities energy plan. Progress was made in 2011 and 2012 but energy use increased slightly in 2013. The public schools represent the largest energy consumption in the Town and the Memorial School is the third largest user among the schools.
 - Benefits
 - Replacement of the building automation system and EMS is a cost-effective measure to significantly decrease energy use. The existing automation system is original equipment from when the school was built in 1997 and is incompatible with Trane's Trace Summit EMS which is used in the other Medway Public School facilities. Replacing the system will result in better energy management, improved efficiency, and cost savings.
 - The payback period is 9.2 years.
 - Timeline
 - The project is ready to proceed as soon as funding is available. It is hoped that the installation would take place primarily during the summer months to minimize the impact on students and school operations. Depending on the timing of grant awards and contracts, it would be ideal to manage the installation during the summer of 2014. If there is insufficient time to schedule this for summer of 2014, it would be completed during the summer of 2015. Trane's quoted price remains in effect through the summer of 2015.

¹ Water/sewer & pumping and Open Space

Memorial Elementary School Energy Management System (EMS) – Continued

- Procurement required and status
 - The Memorial School EMS upgrade is intended to tie in all of the four buildings in the Medway Public School district. Accordingly, we would undertake the acquisition of the Trane Trace Summit EMS as a proprietary procurement, as that is the system in use currently (and successfully) in all Medway Public School buildings except the Memorial School.
 - The Trane system was procured for the other MPS buildings pursuant to MGL Chapter 25A in 2009. It allows for optimum efficiency and oversight by allowing access to system controls via the district's computer network. The district has been pleased with the operation and results of the Trane system, and specifying it on a proprietary basis - to standardize the HVAC controls management for all buildings in the district, is at the essence of this proposed project.
- Anticipated impact
 - Annual electric savings: 42,740 kWh
 - Annual natural gas savings: 8,271 therms
 - Annual cost savings: \$17,357
 - See Attachment B1 - Trane letter of February 20, 2014 for additional information.
 - In addition, the more efficient operation of the HVAC system will result in an improved and more consistent comfort level for students, faculty and staff during all times of the year.
- How the project supports the municipality's Five Year Energy Reduction Plan
 - Replacing the EMS in the Memorial School is among the projects recommended in the Town's Five-Year Energy Reduction Plan.
- **Provide a complete accounting/proposed budget for the project.**
 - Total project budget: \$203,648.00. See Attachment B1.
 - Other sources of funding available: Estimated utility incentive, \$22,800.00
 - Justification for administrative costs: None proposed
 - GC Grant Request: \$180,848
- **Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors and any technical service providers.**
 - Identify the specific roles and responsibilities of each of the parties.
 - Trane Commercial Systems of Wilmington, Massachusetts, will be responsible for overseeing and completing the project. The Point of Contact is Leo F. McNeil, Jr., Regional Director of Comprehensive Solutions
 - Qualifications: Trane's commercial business includes 7,600 worldwide sales engineers and service technicians as well as 680 LEED accredited professionals and 40 energy-focused engineers. Through its Performance Agreement for Comfort from Trane program, the company has saved 198,000,000 kWh of power since 1998 – equivalent to 80,000 homes.

Memorial Elementary School Energy Management System (EMS) – Continued

- Identify how the project will be managed on a day-to-day basis
 - Trane will be responsible for overall management of the EMS installation and will assign a project manager and contact person to Town of Medway/School Department. A preconstruction meeting will be held to review the schedule and flow of information, identify staging areas for storage of equipment and materials, discuss removal of waste materials, and any other issues or events with the potential to impact the work or schedule. Trane will be responsible for all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the School Superintendent and Director of Facilities. Change orders will be submitted to the MPS Director of Facilities.
- Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team
 - TRANE will hire an electrical contractor which has not yet been determined.
- **Explain why the proposed project would not have been implemented without this funding**
 - Medway has been under a deficit financing agreement for several years. While the Town's financial situation has improved dramatically, budgets, including for emergency services, are being cut for FY2015
- **Identify opportunities for education and outreach for the proposed project and a concrete plan for accomplishing them.**
 - A summary of what the new EMS does and its benefits will be prepared and distributed to students and parents.
 - A press release will be issued by the School Superintendent to inform the general community of the measures being taken to reduce energy consumption and thus reduce costs and carbon emissions and will be placed on the school web site.
 - Trane will provide instructional materials for use in district's elementary and middle school science curriculum units about the environment.
- **Identify any and all permits required and the status of each and approvals required**
 - The only permit needed is an electrical permit from the Medway Building Department. That would be applied for prior to the start of construction.
- **Identify any other approvals required, e.g. local, state, federal and the status of each.**
 - No other approvals are required for this project. The Medway Public Schools heartily support this application. See Attachment B2, a letter dated April 3, 2014 from Medway Superintendent Dr. Judith Evans to Meg Lusardi, Mass DOER.

Memorial Elementary School Energy Management System (EMS) – Continued

- **Attach any documentation to support project technical and economic viability:** such as applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to relevant portions.
 - Attachment B1 documents Trane Commercial Systems’ scope of work for Memorial School’s new building automation system and EMS.
 - A contract has not yet been executed as the project is dependent on Green Communities funding.
 - TRANE anticipates an 8 week construction process to occur when school is NOT in session.

Additional Required Information for Energy Efficiency Projects

- **Prior year energy consumption data.**
The FY2013 consumption for Memorial School was:

School	Memorial ES	Gas (therms)	54,302
School	Memorial ES	Electric (kWh)	576,384
- **Attach the audit recommending the proposed measure**
Attachment B3, the Memorial School Energy Audit Report from September 2008, recommended the upgraded EMS. See pages 9 – 12.
- **Describe what other building efficiency measures, if any, have been completed to date at Memorial School?**
5 of the 7 measures recommended in the original Memorial School Energy Audit Report were implemented as part of the initial Energy Services Agreement between Trane and Medway Public Schools in 2009.

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

Memorial Elementary School Energy Management System (EMS) – Continued

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

Additional Required Information for Energy Management Systems Projects

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

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

Streetlight Conversion to LED

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

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

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

- o Purpose

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

Three alternatives were considered. See Attachment B4 prepared by the Medway Department of Public Services with information provided by Siemens. Alternative #1 would replace all of the remaining 534 high pressure sodium streetlights at a cost of \$139,026. Alternative #2 would limit the replacement to 383 streetlights at a cost of \$100,019 and Alternative #3 would replace 193 lights at a cost of \$50,864. We have decided to go with Alternative #3 which includes Milford Street, Winthrop Street, Village Street, the balance of Main Street, and the balance of Holliston Street. These are the major routes in Medway.

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

- o Benefits

- LED conversion would reduce annual energy use and costs and increase the lifespan of each unit, producing a further savings in maintenance costs. Alternative #3 would reduce the annual energy cost for these 193 street lights by \$9,735.
- Medway would be eligible for utility incentives of approximately \$56 per streetlight from NSTAR. The actual rebate amount varies depending on the wattage of the fixture used. The rebate would equal \$10,731 for Alternative #3.

² Water/sewer & pumping and Open Space

MEDWAY – Attachment B – Project Narratives

April 17, 2014

Streetlight Conversion to LED - Continued

- In addition to the energy savings, maintenance costs would be reduced by about a dollar per month per light. This would equal an annual maintenance savings of \$2,316 for Alternative #3.
- LED's produce a whiter light that is easier to direct, thus reducing glare and light pollution.
- The payback period for the investment in Alternative #3 is 5.22 years.
- Timeline
 - It is anticipated that that process would require about 3 months so the project could be completed by the spring of 2015.
- Procurement required and status
 - Chapter 25A allows for an RFQ to a qualified contractor and we plan to contract with Siemens for this work.
- Anticipated impact for Alternative #3.
 - Annual electric savings (kWh): 49,380
 - Annual maintenance savings: \$ 2,316
 - Annual energy cost savings: \$ 9,735
- How the project supports the municipality's Five Year Energy Reduction Plan
 - While this project was not specifically part of Medway's Five-Year Energy Reduction Plan, this project will help the Town meet or exceed the 20% reduction goal.
- **Provide a complete accounting/proposed budget for the project.**
 - Total project budget: \$50,864
 - GC Grant request \$25,077
 - Estimated utility incentive: \$10,731
 - Town resources \$15,056
- **Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors and any technical service providers.**
 - Identify the specific roles and responsibilities of each of the parties.
 - The Town has not yet initiated the procurement process for this project. It is anticipated that a qualified and experienced installer of LED streetlights will be selected. The selected firm will have complete responsibility for replacing the streetlights.
 - Identify how the project will be managed on a day-to-day basis
 - The selected firm will be responsible for overall management of the project. The Town of Medway Department of Public Services will assign a project manager and contact person for the Town of Medway. A construction meeting will be held to review the schedule and flow of information, identify staging areas for storage of equipment and materials, discuss disposal of the old HPS

Page 7 | 13

Streetlight Conversion to LED - Continued

streetlights and other waste materials, and any other issues or events with the potential to impact the work or schedule. The selected firm will be responsible for all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the Director of Public Services.

- Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team
 - The project will be contracted to a single contract to supply all labor and materials to carry out the work.
- **Explain why the proposed project would not have been implemented without this funding**
 - Medway has been under a deficit financing agreement for several years. While the Town's financial situation has improved dramatically, budgets, including for emergency services, are being cut for FY2015
- **Identify opportunities for education and outreach for the proposed project and a concrete plan for accomplishing them.**
 - Replacing the streetlights will be a highly visible activity to the community and it presents an excellent opportunity to use the conversion as an educational opportunity.
 - A press release will be issued by the Department of Public Services to inform the general community of the significant reduction in energy consumption from the LED lights that will result in reduced municipal costs and carbon emissions.
 - Information about the project, as well as periodic updates about the progress of the work, will be posted on the Town web site.
- **Identify any and all permits required and the status of each. and approvals required**
 - Only local permits are needed and will be obtained prior to the start of construction.
- **Identify any other approvals required, c.g. local, state, and federal and the status of each.**
 - Since the Town already owns the street lights, the only approval necessary is authorization from the Board of Selectmen. By authorizing the submission of this application, they have indicated support for the project.
- **Attached any documentation to support project technical and economic viability: applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to relevant portions.**
 - Siemens USA, formerly Republic ITS, has been serving the Town of Medway's streetlights for more than ten years. They have successfully performed two large

Streetlight Conversion to LED - Continued

streetlight conversion projects in town during that time period. Siemens is currently partnered with us for this latest evaluation. Attachment B5 shows the Siemens USA overall project assessment. Attachment B4 shows the details with costs and energy savings for the various alternatives.

Additional Required Information for Streetlight Projects

- **The number and wattage of the streetlights proposed to be converted to LED are as follows:**
 - 166 fixtures of 58 watts
 - 18 fixtures of 175 watts
 - 10 fixtures of 295 watts
- **Total electricity consumption during FY2013 for the 193 streetlights included in Alternative 3 is 68,889 kWh.**
- **Medway hereby certifies that it does own all of its streetlights.**
- **The proposed replacement streetlights are all LED.**
 - Cost: About \$260-263 per fixture installed.
 - Wattage: See Attachments B4 and B5 for analysis details.
- **Streetlight controls**
 - Product specifications: A cut sheet of the proposed Cobrahead LED product is enclosed as Attachment B6.
 - Proposed operating changes and associated projected energy savings: No change in current control technology is proposed. The projected annual energy savings is 49,380 kWh. The projected annual cost savings is \$9,735. See Attachments B4 and B5.
 - A letter of support from NSTAR for Medway's initiative is provided as Attachment B7.

Police Station Air Conditioning Condensing Units

- **Medway Energy Consumption** - The Town of Medway’s Total Energy Consumption for 2013 was as follows:

<u>Category</u>	<u>MMBtu’s</u>
Buildings	37,387
Vehicles	6,290
Streetlights and traffic lights	714
Other ³	2,933
TOTAL	47,324

- **Describe the scope of the project including:**
 - Purpose
 - This project will replace the current air conditioning condensing units for the Police Station with eight high efficiency units. This will facilitate Medway’s goal of decreasing its energy use by 20% between 2010 - 2014 in accordance with its 5-year energy plan. Progress was made in 2011 and 2012 but energy use increased slightly in 2013. The Police Station was identified in the Five-Year Energy Reduction Plan as the building with the second highest (the Library was first) energy user among non-school buildings.
 - Benefits
 - Replacement of the air conditioning condensing units at the Medway Police Station is a cost-effective option to significantly decrease energy use. The payback time is estimated at 8.03 years. The existing units are part of the original equipment when the building was constructed in the early 1990’s. Beyond the needed energy savings, these units are at the end of their service lives.
 - The payback period is 8.03 years.
 - Timeline
 - The project is ready to proceed as soon as funding is available. A performance specification is prepared and is ready for bidding. It is anticipated that the project would be implemented during the summer/fall of 2014.
 - Procurement required and status
 - TNT Energy has provided a cost estimate and savings projections and is prepared to commence work upon Medway’s obtaining project funding. See Attachment B8, a price quote from TNT Energy Services dated April 2, 2014. However, the Town is likely to seek additional pricing from other contractors.
 - Anticipated impact
 - Annual electric savings: 5,800 kWh
 - Annual cost savings: \$986
 - Operation and maintenance savings: \$4,500
 -

³ Water/sewer & pumping and Open Space

MEDWAY – Attachment B – Project Narratives

April 17, 2014

Police Station Air Conditioning Condensing Units - Continued

- See Attachment B8 – Price Quote from TNT Energy for additional information.
- In addition, the more efficient operation of the AC system will result in an improved and more consistent comfort level for Police personnel during the hot weather.
- How the project supports the municipality's Five Year Energy Reduction Plan
 - As noted above, the Town's Five-Year Energy Reduction Plan identified the Police Station as one of the Town's top energy-consuming buildings.

Provide a complete accounting/proposed budget for the project.

- Total project budget: \$45,300
- Estimated utility incentive: \$ 1,225
- Green Community grant \$44,075
- Justification for administrative costs: None proposed
- **Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors and any technical service providers.**
 - Identify the specific roles and responsibilities of each of the parties.
 - TNT Energy of Raynham, Massachusetts is presently the proposed contractor responsible for overseeing and completing the project. The Point of Contact is Hugh Leahy, Director of Business Development.
 - Qualifications: TNT Energy was founded in 2001 to install lighting and lighting controls. It has since expanded to offer a full line of energy efficient upgrade options.
 - TNT Energy offers turnkey solutions for all energy conservation needs. They have combined years of industry knowledge, practices, and procedures to develop a process that allows it to effectively implement multiple technology energy conservation projects including energy management systems, custom built high efficiency transformers, and dust collection control systems.
 - Identify how the project will be managed on a day-to-day basis
 - The Medway Department of Public Services will be responsible for overall management of the project. Mr. Hugh Leahy of TNT Energy will be assigned as the vendor's project manager and contact person for the Town of Medway Department of Public Services. A preconstruction meeting will be held to review the schedule and flow of information, identify staging areas for storage of equipment and materials, discuss removal of waste materials, and any other issues or events with the potential to impact the work or schedule. TNT Energy will be responsible for all permits needed for the work. The work will take place during the hours of 7 AM to 6 PM, Monday through Friday. Progress reports will be provided weekly and/or upon request to the Police Chief and DPS Director of Facilities.

Page 11 | 13

Police Station Air Conditioning Condensing Units - Continued

- Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team
 - It is anticipated that TNT Energy or other contractor selected may hire additional sub-contractors for completion of the work. These sub-contractors are wholly the responsibility of the prime contractor.
- **Explain why the proposed project would not have been implemented without this funding**
 - Medway has been under a deficit financing agreement for several years. While the Town's financial situation has improved dramatically, budgets, including for emergency services, are being cut for FY2015
 - Because of the age and condition of the existing condensing units, it is anticipated that an extended replacement schedule and continued higher operating and maintenance costs will continue for a 3-4 year period if the project is not funded.
- **Identify opportunities for education and outreach for the proposed project and a concrete plan for accomplishing them.**
 - A summary of what the new AC condensing units do and its benefits will be part of a broader information package on the Town's efforts to reduce energy consumption and greenhouse gas emissions will be prepared and presented on the Town's web site.
 - A press release will be issued by the Board of Selectmen and Town Administrator to inform the general community of the measures being taken to reduce energy consumption and thus reduce costs and carbon emissions.
- **Identify any and all permits required and the status of each and approvals required**
 - The only permits needed are local building and electrical permits. These will be applied for prior to the start of construction.
- **Identify any other approvals required, e.g. local, state, and federal and the status of each.**
 - The project has already been approved by the Board of Selectmen. No other approvals are required.
- **Attached any documentation to support project technical and economic viability: applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to relevant portions.**
 - Attachment B8 documents TNT Energy's proposed scope of work. It is anticipated that high efficiency TRANE products would be installed.

Additional Information for Energy Efficiency Projects

- Prior year energy consumption data
 - The FY2013 consumption for the Police Station was: 122,720 kWh

Police Station Air Conditioning Condensing Units - Continued

- Attach the audit recommending the proposed measure
 - The October 2011 Energy Audit of Medway municipal buildings performed by TNT Energy is provided as Attachment B9. The report identified seven energy efficiency measures for the Medway Police Station. See list below. Four of those measures were carried out with our initial GC funding.

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

- The original TNT Energy Audit did not include a specific recommendation to replace the air conditioning condensing units. However, since then, the condensing units have not been functioning adequately. It has become evident that they are operating inefficiently. This has become a matter of concern for the Police Department and the Medway Department of Public Services.
- As we began to consider possible projects for this GC grant opportunity, the Medway Department of Public Services asked TNT Energy to evaluate a series of energy conservation measures including the replacement of the air conditioning condensing units at the Police Station. TNT’s ECM Summary Sheet is provided as Attachment B10. ECM#2 of the Summary Sheet shows the projected energy savings for replacing the condensing units for the air conditioning units at the Police Station.

RESPONSE INCLUDED:

Other supporting documentation:

- medway_email_5-2-14_follow-up questions.txt
- MEDWAY - Attachment B1 - TRANE Addendum 5-1-2014.pdf
- MEDWAY - ATTACHMENTS B1 - B10.pdf
- MEDWAY - Attachment D - Letters of Support.pdf
- MEDWAY - Grant Application Table.pdf

Building Name and/or Location	Project Name (description) ¹⁾	Projected Project Completion (month/year) (optional)	Projected Annual Electricity Savings or Generation (kWh) ²⁾	Projected Annual Natural Gas Savings (therms) ²⁾	Projected Annual Oil Savings (gallons) ²⁾	Projected Annual Energy Savings (other fuel) ^{2,3)}	Projected Annual Cost Savings ²⁾ (\$)
Memorial Elementary School	Energy Management System - Memorial School	Aug-15	42,740	8,271	0	0	\$17,357.00
LED Street Lights - Village, Main, Milford, Holliston and Winthrop Streets	LED Street Lights - Convert 193 fixtures	Dec-14	49,380	0	0	0	\$9,735.00
Police Station - 315 Village Street	Air Conditioning Condensing Units - Police Station	Dec-14	5,800	0	0	0	\$986.00
(Insert new rows here)							
Town of Medway		N/A	97,920	8,271	0	0	\$28,078.00

Total Project Cost (\$) ¹⁾	GC Grant Funding (\$) ⁵⁾	Utility Incentives (\$) ⁵⁾	Other Grants (please list source in column N) (\$) ⁵⁾	Town Contribution (\$) ⁵⁾	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference	Audit or Study Page Reference(s) ⁶⁾	Other Supporting Document(s) and Page References ⁶⁾	Part of Performance Contract? (yes or no)
\$203,648.00	\$180,848.00	\$22,800.00	\$0.00	\$0.00	not applicable	TRANE Energy Conservation Study Memorial School	pages 9 - 12	TRANE proposal 2-14-2014	no
\$50,864.00	\$25,077.00	\$12,345.00	\$0.00	\$13,442.00	Encumber unused FY14 funds	Siemens LED Streetlight Analysis 3-17-14		Siemens and Medway DPS streetlight analysis (B5)	no
\$45,300.00	\$44,075.00	\$1,225.00	\$0.00	\$0.00	not applicable		See Note 1		no
\$0.00					1. The original 2011 TNT Energy Audit did not include a specific recommendation to replace the air conditioning condensing units. However, since then, the condensing units have not been functioning adequately. It has become evident that they are operating inefficiently. This has become a matter of concern for the Police Department and the Medway Department of Public Services. As we began to consider possible projects for this GC grant opportunity, the Medway Department of Public Services asked TNT Energy to evaluate a series of energy conservation measures including the replacement of the air conditioning condensing units at the Police Station. TNT's ECM Summary Sheet is provided as Attachment B10. ECM#2 of the Summary Sheet shows the projected energy savings for replacing the condensing units for the air conditioning units at the Police Station.				
\$0.00									
\$0.00									
\$299,812.00	\$250,000.00	\$36,370.00	\$0.00	\$13,442.00	N/A	N/A	N/A	N/A	N/A

Medway - Attachment C - Certification

CERTIFICATION OF APPLICATION

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

CERTIFICATION OF APPLICATION

The Chief Executive Officer must complete this certification.

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

Grant Application is true.



Signature of Chief Executive Officer

4-7-2014

Chairman, Medway Board of Selectmen

Title of Chief Executive Officer

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

VI. ATTACHMENT C – SCOPE OF GRANT AWARD
COMMONWEALTH OF MASSACHUSETTS
SCOPE OF GRANT AWARD AGREEMENT
By and Between
Massachusetts Department of Energy Resources (DOER)
and
Town of MEDWAY

SCOPE OF GRANT AWARD

1. Overview:

To fund:

- \$180,848 Memorial Elementary School – EMS
- \$25,077 Various locations – LED streetlights

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

2. Contingencies

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

(#1) Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public Utility Representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures. The Division will require municipalities to provide **evidence of this contact with the utility** as a condition of execution of your grant contract.

(#2) Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. Grantee is required to have documentation from utilities regarding rebates before selection and installation of products. When utility-eligible energy efficient measures are installed that do not meet performance qualifications for utility rebates, the grantee may be at risk for being responsible for the costs associated with the measure and may be required to submit a new project for approval for use of grant funds.

3. Procurement:

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

4. Program Schedule:

The following are milestones to ensure timely completion of the project. If the Grantee cannot meet these milestones, it will contact DOER immediately.

- (1) Complete installation of project – February 28, 2016
- (2) End of grant period – April 30, 2016

5. Disbursement of Funds:

Initial Disbursement: Twenty-five percent (25%) of the award, Fifty-one thousand four hundred eighty-one dollars and ^{25/100} (\$51,481.25), will be disbursed by DOER only after (1) the execution of this Grant Agreement and (2) DOER is satisfied that Contingency #1 has been met.

Second Disbursement: Fifty percent (50%) of the award, One hundred two thousand nine hundred sixty-two dollars and ^{50/100} (\$102,962.50), shall be disbursed upon verification by DOER that twenty-five percent (25%) of the grant funds have been expended, that contingency #2 has been met, and that all reporting requirements have been met. This will include submittal by Grantee to DOER of detailed dated invoices for costs incurred after receipt of this grant.

Third and Final Disbursement: Twenty-five percent (25%) of the award, Fifty-one thousand four hundred eighty-one dollars and ^{25/100} (\$51,481.25), shall be disbursed after upon verification by DOER, after a site visit and review of detailed invoices and any other requested documentation, that the project is complete, that 100% of grant funds have been expended, that evidence of approved utility incentives has been provided, and that all reporting requirements and requests have been met, including submittal and approval of the Final Report.

Funds cannot be used for reimbursement of any work related to this project performed before July 14, 2014 — the Anticipated Start Date —on page one of the Standard Contract Form.

6. Separate Accounts

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

7. Unused funds:

Any funds undisbursed or uncommitted by the Grantee after July 30, 2016 shall be returned to the DOER within 60 days.

8. Administrative Costs:

Administrative costs cannot exceed 10% of the award amount.

9. Publicity

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

10. Reporting and Other Required Documentation:

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted by DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters: July 1 – Sept 30; Oct 1 – Dec 30; Jan 1 – Mar 30; Apr 1 – June 30. These reports shall include:
 - a) the progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
 - b) the actual costs incurred to date by the Project, breaking down all costs in such manner as DOER may prescribe.
- D. **Final report:** The final report shall be submitted within 2 months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister, Green Communities Grant Coordinator, 617-626-1194
jane.pfister@state.ma.us

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in DOER's regulations at 225 C.M.R. 10.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

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

VII. ATTACHMENT D - BUDGET

Check one: Initial Budget
 ___ Budget/Account Amendment. Maximum Obligation before this Amendment: \$
 PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)
 CURRENT DOC ID: _____

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

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
2015	2000-0113	P01		\$154,443.75		\$		\$
2016	2000-0113	P01		\$51,481.25		\$		\$
				\$		\$		\$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract	
FISCAL YEAR: <u>2015</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$154,443.75
FISCAL YEAR: <u>2016</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$51,481.25
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$0
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract (or New Total Maximum Obligation if amended)	\$ 205,925.00

VIII. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. Grantee AUTHORIZED SIGNATORY LISTING
2. W-9 FORM
3. EFT

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Dennis Crowley	Chairman, Medway Board of Selectmen
Michael Boynton	Town Administrator

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

Signature

Date: _____

Title: Chairman, Medway Board of Selectmen

Telephone: 508-533-3264

Fax: 508-321-4988

Email: bos@townofmedway.org

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:Chairman, Medway Board of Selectmen

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

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

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

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 _____.

AFFIX CORPORATE SEAL

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
TOWN OF MEDWAY

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other **MUNICIPALITY**

Legal Address: number, street, and apt. or suite no.
155 VILLAGE STREET

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
MEDWAY, MA 02053

City, state and ZIP code

Phone # () Fax # () Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ___ Yes ___ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here Authorized Signature **[Signature]** Date **3/23/10**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

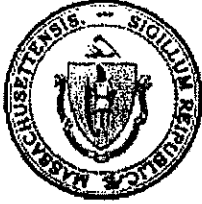
Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
Electronic Funds Transfer Sign Up Form

Request type must be checked: Initial Request Changing Existing Account Closing Account

Joanne Russo, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: Bristol County Savings Bank
Vendor Bank Transit Number (ABA): 011370859
Vendor Bank Account Number: [REDACTED]
Account Type: Money Market Savings

Filling out this field is a requirement for changing account number
Vendor Bank Old Account Number: [REDACTED]
Account Type: [REDACTED]

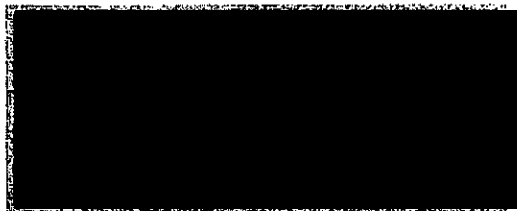
VENDOR INFORMATION

Vendor Tax Identification Number (TIN): [REDACTED]
Vendor/Business Name: Town of Medway
Vendor Contact Name: Joanne Russo
E-mail: jrusso@townofmedway.org
Telephone: 508-533-3205
Address: 155 Village St
City: Medway State: Ma Zip: 02053

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: [Signature]
Print Name: Joanne Russo Title: Asst. Treas/Colt Date: 6/23/14

Form forwarded to Commonwealth Department: _____
Attached voided check here:



From: Barbara Saint Andre [mailto:bsaintandre@petrinilaw.com]
Sent: Wednesday, July 23, 2014 11:27 AM
To: Susan Affleck-Childs
Cc: Karen Kisty
Subject: RE: Green Communities Grant

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

Susy, I have reviewed the proposed Grant Agreement that you forwarded. This utilizes the standard Commonwealth of Massachusetts contract, which does not allow the Town to make any changes. There are certain provisions, such as a provision that the town indemnify the Commonwealth for any damages, that ordinarily I would recommend deleting from the contract. However, in my experience, if the town wishes to receive the grant, it must agree to the Commonwealth's standard terms. Accordingly, the town must weigh whether it is willing to assume the potential risk in order to receive the grant monies. I note that Suzanne Kennedy is listed as the project manager, I recommend that the contract be changed to reflect that Michael Boynton will be the Town Administrator (I note that he is listed on the Authorized Signatory List). If the Board of Selectmen agree to accept the Grant, the Board should vote to authorize the Chairman to execute the Agreement.

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

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

AGENDA

ITEM #3

**Approval –
Memorandum of Understanding –
Ralph Costello/Applegate Subdivision**

*Associated back up materials to be
presented in Executive Session.*

Proposed Motion: I move that the Board approve the Memorandum of Understanding as presented.

AGENDA

ITEM #4

Authorization to Expend Grant Funds – Executive Office of Elder Affairs Grant - \$16,024.00

Associated back up materials attached.

- Notice of Grant Award
- Executive Office of Elder Affairs – *FY2015 Formula Grant/Allocation Authorization and COA Formula Grant Preliminary Budget*

Motion: I move that the Board accept the grant offered by the Executive Office of Elder Affairs in the amount of \$16,024 and authorize the Chair to execute the *FY15 Formula Grant/Allocation – Statement of Authority*.

TOWN OF MEDWAY
NOTICE OF GRANT AWARD

DEPARTMENT: COA DATE: 7/1/14

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Missy Dziczek

NAME OF GRANT: Executive Office of Elder Affairs

GRANTOR: Executive Office of Elder Affairs

GRANT AMOUNT: \$16,024.00

GRANT PERIOD: 7/1/14 - 6/30/15

SCOPE OF GRANT/
ITEMS FUNDED Outreach Worker
Volunteer Coordinator
Over 90 Birthday Party
Volunteer Luncheon
Conferences
My Senior Center Support

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING TOWN
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO TOWN?
NO

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: NO

APPROVAL SIGNATURES _____

DATE _____

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

**FY2015 FORMULA GRANT/ALLOCATION -- STATEMENT OF AUTHORIZATION
(Affix to your Attachment B budget.)**

Medway
(Name of COA/Agency)

508 533 3210
(Daytime Phone)

76 Oakland Street
(Mailing Address)

508 533 0386
(Fax number)

Medway 02053
(ZIP)

76 Oakland St.
(Street Address)

MDziczek@townofmedway.org
E-MAIL

The persons whose signatures appear below are authorized to commit the Council on Aging to the Attachment B Formula Grant Allocation Budget and hereby agree to its submission to the Executive Office of Elder Affairs (Elder Affairs).

Elder Affairs reserves the right to modify the purposes and/or proposed Attachment B expenditures prior to execution of the contract agreement. The allocation amount is subject to final appropriation by the General Court.

Missy Dziczek (x)
(PRINT) Director/Coordinator

Missy Dzik
(signature)

6/30/14
(date)

Mary Lou Staples (x)
(PRINT) Chairperson

Mary Lou Staples
(signature)

6/30/14
(date)

Dennis Crowley (x)
(Print) Chair, Board of Selectmen; Mayor;
Town or City Manager / Administrator;
Executive Secretary / Administrator;

(signature)

(date)

(other title)

For **contract purposes**, please note:

The legal address of the municipality: 155 Village St., Medway, MA 02053

The payment remittance address of the municipality (from your W-9): 155 Village St., Medway, MA 02053

Executive Office of Elder Affairs (ELD) ATTACHMENT B – COA Formula Grant PRELIMINARY Budget – FY 2015 (pg. 1 of 2)

1 Ashburton Place, 5th Floor
Boston, MA 02108-1518

Name of COA Medway

# Personnel	Municipal Funding* FY 2015 (see below)	(A) \$8,000/ elder, \$4000*	(B)	Hours/ week w/ELD funds	Notes/Calculations ID totals for ELD Formula funded positions: S/(hour or unit) X HRS./wk. X NUMBER of weeks. ID fringe (if applicable). → *At least \$4000 available, regardless of town size.	For ELD Use
<input type="checkbox"/> Director/Coordinator <input type="checkbox"/> Administrative Ass't <input type="checkbox"/> Program Coordinator <input checked="" type="checkbox"/> X Coord. Of Volunteers <input type="checkbox"/> Fiscal Manager	\$39,858	\$1140.00			5 hrs./month at \$19.00/hr.	
<input type="checkbox"/> Clerk/Typist <input type="checkbox"/> Secretary <input type="checkbox"/> Receptionist <input type="checkbox"/> Chef/Cook <input type="checkbox"/> Site Manager <input type="checkbox"/> Custodian						
<input type="checkbox"/> Driver <input type="checkbox"/> Dispatcher <input checked="" type="checkbox"/> X Outreach Worker <input type="checkbox"/> Outreach Coord./Spec. <input type="checkbox"/> Social Service Coord. <input type="checkbox"/> Social Worker <input checked="" type="checkbox"/> X Nurse Other: e.g. program instructors	\$27,631	\$4140.00			5 hrs./week at \$18.00/hr. – 46 weeks	
<input checked="" type="checkbox"/> X Over 90 birthday party		\$500.00			Great success – growing group!	

Sub-total \$ _____ \$ **5,780.00** \$ _____ \$ _____
 totals and ***Optional** Please note municipal positions. (Job title/s; funding

For ELD Use

Non-Personnel Cost Category	A	B	ELD & COA Notes
Staff/Volunteer Trans. Client Transportation			Rate determined locally.
Rent/Mortgage			(Secure & retain contract/agreement for transportation service/s)
Utilities			
Renovation/Construction			Describe concisely. Secure and retain quotes/estimates. Note (estimated) completion date/s.
Equipment/furnishings			Specify/itemize and attach to budget. Check with the "GREEN GUIDE".
Office/program supplies		1200.00	MySeniorCenter yearly maintenance
Facility Maintenance/ supplies		2644	Electronic door opener for ladies room
Printing/Copying (non-newsletter)			(Cite representative costs)
Postage			
Dues		1000.00	MCOA, NCOA, MPLC licensing
Newsletter Printing			ELD is to be recognized as supporting this activity.
Conference/Education Training (Board/Staff)		2000.00	Conferences for Director, Outreach Workers and Nurse
Volunteer Recognition*		1000.00	Note education/in-service training. Max: \$16/yr. with Formula \$'s. VRS required.* Please identify the minimum # of hours required for recognition. Indicate "N/A."
Contractors / Other		1800.00 600.00	Tai Chi - \$50.00/class Strength Training - \$40.00/class

Sub-total (page 2) \$ 10,244.00
 Sub-total (page 1) \$ 5,780.00

TOTAL \$ 16,024.00

Date of this budget: 7/15/14

*Volunteer Resource Sheet to be submitted by 26 August 2014

AGENDA

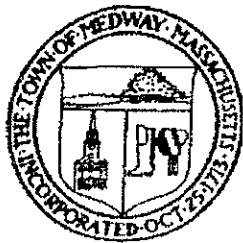
ITEM #5

Approval – One-Day Liquor License for Stephen Lawton/Thayer Event – August 10, 2014

Associated back up materials attached.

- Application submitted by Stephen Lawton
- Insurance Certificate and email from Karen Kisty, Operations Manager dated July 17, 2014
- Recommendation from Police Chief Tingley dated July 15, 2014

Proposed Motion: I move that the Board approve a Special One-Day Liquor License for Stephen Lawton for an August 10, 2014 event to be held at the Thayer Homestead with the proviso that the requirements set for in Police Chief Tingley's memorandum are met and the proper Certificate of Insurance is received.



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053
Ph. (508) 533-3264 Fax: (508) 321-4899

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

For Profit Businesses are eligible for wine and malt license only.

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

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol _____ Wine and Malt

Event SNAY BABY SHOWER

Name of Organization/Applicant STEPHEN LAWTON

Address 68 HOLLISTON STREET MEDWAY

SS# or FID# [REDACTED]

Phone ⁽⁵⁰⁸⁾ 533-3534 Cell 508-320-5383 Fax () _____ Email LAWTON LEDG @ AOL.COM

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location THAYER HOME STEAD

Event Date 8/10/2014

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

Is event open to the general public? Y _____ N

Estimated attendance 45-50

Will there be an age restriction? Y _____ N

Minimum age allowed:

ONE

How, where and by whom will ID's be checked? STEPHEN LAWTON

JUDITH SNAY

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

TOOK "TIPS" COURSE IN MEDWAY COULD NOT FIND I.D.

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y N _____

Experience LITTLE STORE / BEER & WINE SALES

The following may be required:

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

Date of Application 7/12/2014

Applicant's Signature S. Lawton

Applicant's Name STEPHEN LAWTON

Address 68 HOLLISTON STREET, MEDWAY

Phone 508 533-3534 ^{CELL 508 320 5383} Fax () Email LAWTONLEDG@AOL.COM

PLEASE USE CELL # TO CONTACT ME - THANKS

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

Board of Health _____
Town Hall, 2nd Fl _____ Date _____

Building Department _____
Town Hall, 1st Fl _____ Date _____

How, where and by whom will ID's be checked? STEPHEN LAWTON

JUDITH SNAY

Is there a charge for the beverages? Y N ✓
Price structure:

Alcohol server(s) _____

Attach Proof of Alcohol Server Training
TOOK "TIPS" COURSE IN MEDWAY COULD NOT FIND I.D.

Provisions for Security, Detail Officer N/A

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

Experience LITTLE STORE / BEER & WINE SALES

The following may be required:
Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 7/12/2014

Applicant's Signature S. Lawton

Applicant's Name STEPHEN LAWTON

Address 68 HOLLISTON STREET, MEDWAY

Phone 508 533-3534 Cell 508 320 5383 Fax () _____ Email LAWTONLEDG@ADL.COM

PLEASE USE CELL # TO CONTACT ME - THANKS

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date _____

Fire Department [Signature] _____ Date 7/17/14
44 Milford St _____ Date _____

Board of Health _____
Town Hall, 2nd Fl _____ Date _____

Building Department _____
Town Hall, 1st Fl _____ Date _____

How, where and by whom will ID's be checked? STEPHEN LAWTON

JUDITH SNAY

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s)

Attach Proof of Alcohol Server Training

TOOK "TIPS" COURSE IN MEDWAY COULD NOT FIND I.D.

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y N _____

Experience LITTLE STORE / BEER & WINE SALES

The following may be required:

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

Date of Application 7/12/2014

Applicant's Signature S. Lawton

Applicant's Name STEPHEN LAWTON

Address 68 HOLLISTON STREET, MEDWAY

Phone 508 533-3534 Cell 508 320 5383 Fax () Email LAWTONLEDG@AOL.COM

PLEASE USE CELL # TO CONTACT ME - THANKS

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

Board of Health _____
Town Hall, 2nd Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date



INSURANCE BINDER

DATE (MM/DD/YYYY)
7/17/14**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY
**Reardon Insurance Agency
 & Financial Services, LLC**
 201 Village Street
 Medway, MA 02053

COMPANY
DORCHESTER MUTUAL INS CO BINDER #
2159

DATE	EFFECTIVE	TIME	EXPIRATION	TIME
8/10/14	12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	4/30/14	<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON

PHONE (A/C, No, Ext): (508) 533-8914 FAX (A/C, No): (508) 533-8911

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY
 PER EXPIRING POLICY # **H0923573A**

CODE: SUBCODE:
 AGENCY CUSTOMER ID: 2918

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
**68 HOLLISTON STREET
 MEDWAY, MA 02053**

INSURED
**Stephen Lawton
 68 Holliston St
 Medway, Ma 02053**

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
		DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	HO-03 Dwelling Policy Eff: 04/30/14 - 04/30/15	1,000		453,000
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> H0-3	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$		
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$		
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT \$		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RETRO DATE FOR CLAIMS MADE:	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	RETRO DATE FOR CLAIMS MADE:	WC STATUTORY LIMITS EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$		
SPECIAL CONDITIONS / OTHER COVERAGES		FEES \$ TAXES \$		
		ESTIMATED TOTAL PREMIUM		758

NAME & ADDRESS

Town of Medway
 155 Village Street
 Medway, MA 02053

MORTGAGEE ADDITIONAL INSURED
 LOSS PAYEE
 LOAN #

AUTHORIZED REPRESENTATIVE
Edward C Reardon

From: Karen Kisty
Sent: Wednesday, July 16, 2014 4:51 PM
To: 'lawtonledg@aol.com'
Subject: Insurance requirements for One-Day Liquor License - Thayer Homestead

Hi Steve,

Your application for the one-day liquor license for the baby shower should be accompanied by a certificate of insurance. I have provided the requirements below and suggest you follow up with your insurance agent to address them. In addition, if you haven't already, you need to execute the *Contract for Use of Thayer Homestead* – let me know if you need help tracking down either Dennis Crowley or John Foresto to do so.

Please call with any questions.

Karen

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

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

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

Karen Kisty
Operations Manager



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

July 15, 2014

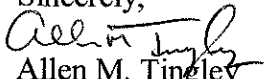
To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Baby Shower

I have reviewed the request from Stephen Lawton for a one day liquor license for a baby shower, to be held at the Thayer House, 2B Oak Street, on August 10, 2014. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA

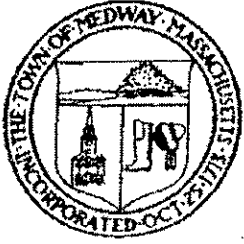
ITEM #6

Approval – One-Day Liquor License for Medway Community Farm *Farm to Fork* Event – August 23, 2014

Associated back up materials attached.

- Application submitted by Medway Community Farm
- Recommendation from Police Chief Tingley dated July 15, 2014
- Email from Karen Kisty, Operations Manager, dated July 17, 2014 and copy of *BOS Alcohol License Policy/One-Day or Special License Section*

Proposed Motion: I move that the Board approve a Special One-Day Liquor License for the Medway Community Farm *Farm to Fork* event on August 23, 2014 with the proviso that the requirements set forth in Police Chief Tingley's memorandum are met and the proper Certificate of Insurance is received.



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053

(508) 533-3264 • FAX: (508) 321-4988

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Date July 11, 2014

All Alcohol _____ Wine and Malt X

Event Medway Community Farm's Farm to Fork Dinner

Name of Organization/Applicant Medway Community Farm

Address 50 Winthrop St Medway MA

SS# or FID# [REDACTED]

Phone (508)404-0833 _____ Fax () _____ Email iraffa@medwaycommunityfarm.org

Non-Profit Organization Y X N _____

Attach non-profit certificate of exemption

Event Location 50 Winthrop St

Event Date August 23, 2013 6pm -10pm

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

Is event open to the general public? Y _____ N _____

Estimated attendance 100

Will there be an age restriction? Y _____ _____ N _____

Minimum age allowed: 21

How, where and by whom will ID's be checked? _____ Bar Staff

Is there a charge for the beverages? Y _____ N _____

Price structure:

Alcohol server(s)

Attach Proof of Alcohol Server Training

 Starr Kelley Special Occasion Servers 508-429-1060

Provisions for Security, Detail Officer Medway Police Detail

Does the applicant have knowledge of State liquor laws? Y _____ N _____

Experience _____

The following may be required:

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

Applicant's Signature _____

Applicant's Name Jeanne Raffa President Medway Community Farm

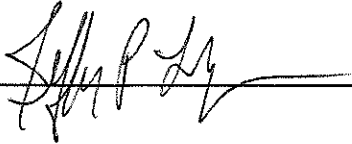
Address 50 Winthrop St Medway _____

Phone (508-404-0833) _____ Fax () _____ Email

 iraffa@medwaycommunityfarm.org _____

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date

Fire Department  _____ Date
44 Milford St _____ 7/11/14

Board of Health _____
Town Hall, 1st Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

Board of Health _____
Town Hall, 1st Fl _____ Date

Building Department _____
Town Hall, 1st Fl _____ Date

John Bacon 7/17/14

John F. Emery OK 7/14/14



Medway Police Department

315 Millage Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

July 14, 2014

To: Suzanne Kennedy
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: Medway Community Farm, One day liquor License

I have reviewed the application for Medway Community Farm's one day liquor license request for their "Farm to Folk Fundraiser" scheduled for August 23, 2014 starting at 6:00 PM and ending at 10:00 PM.

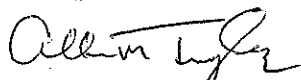
I approve of the issuing of the permit with the following condition.

There will be no on-street parking on either side of Winthrop Street.

One detail officer with a marked police cruiser will be hired to handle traffic during the event

The company serving the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license.

Respectfully Submitted


Allen M. Tingley
Chief of Police

From: Karen Kisty
Sent: Thursday, July 17, 2014 11:33 AM
To: 'Jeanne Raffa'
Subject: RE: one-day alcohol license

Jeanne,

I have attached a copy of our One-Day Liquor License policy. Please submit a certificate of insurance that meets the requirements and please make sure the Town of Medway is named as an Additional Insured [having the Town as "Certificate Holder" is not sufficient].

Thank you,
Karen

Karen Kisty
Operations Manager

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

-----Original Message-----

From: Jeanne Raffa [mailto:jraffa@medwaycommunityfarm.org]
Sent: Wednesday, July 16, 2014 12:37 PM
To: Karen Kisty
Subject: Re: one-day alcohol license

Hi Karen,
Thank you very much for your help on this, I have requested the information from the bartending service and will forward to you as soon as I receive it.
Thank you
Jeanne Raffa

Board of Selectmen Alcohol License Policy

One-Day or Special Licenses Section

III.

A. One-Day or Special Licenses:

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

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

CRITERIA FOR APPROVAL:

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

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

CONDITIONS TO BE CONTAINED IN ONE-DAY LICENSES:

1. **CERTIFICATION OF SERVERS:** All persons engaged in furnishing alcoholic beverages at a licensed function, whether by sale or without charge are required to be certified servers. All servers must be certified as having completed an alcoholic beverage training program approved by the Town and have evidence of such valid certification in their possession. Waiver of this requirement may be granted by the Board of Selectmen based upon the following criteria:
 - a. Size of gathering
 - b. Type of event

- c. Age of anticipated attendees
 - d. Alcoholic beverage server must be at least 21 years of age
 - e. Server must be identified on one-day alcohol license application
2. **HOURS OF SERVICE OF ALCOHOLIC BEVERAGES:** The hours of sale and service for all one-day licenses shall conclude by 1:00 a.m. The “last call” for all such licenses shall be no later than 12:30 a.m. The function shall conclude at 1:00 a.m., at the same hour as the license. Entertainment licenses shall state that the function shall conclude at 1:00 a.m.
 3. **NUMBER OF PERSONS ON PREMISES:** The number of persons may not exceed the occupancy limits allowed by law for the premises on which the license will be exercised.
 4. **POLICE DETAIL:** The number of officers, if any, and the hours during which a police detail will be required within the licensed premises and, if required, for orderly parking and traffic control will be recommended by the Police Department. Generally those hours will include the entire duration of the function, including after service hours. The factors to be considered include the location of the premises, availability of on-site parking, the number of persons estimated to be in attendance and the time and duration of the function.

ADDITIONAL PROVISIONS:

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

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

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

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

AGENDA

ITEM #7

FY2015 Board/Commission/Committee (Re)Appointments

Associated back up materials attached.

- FY2015 Matrix

Note: Hard copies of FY2015 Matrix will be provided at meeting.

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

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

Cemetery Commission	3			6/30/2014	1 yr	
		Bruce Hamblin	Reappoint for one year term			Yes
		Jeanne Johnson	Reappoint for one year term			Yes
		Vacant? (No response Pierre-Louis)	Advertise for one vacancy?			
Community Preservation Committee	1			6/30/2014	3 yrs	
		James Wieler (At large)	Reappoint for a three year term			Yes
Conservation Commission	1			6/30/2014	3 yrs	
		Ken McKay	Reappoint for a three year term			Yes
Council on Aging	5			6/30/2014	3 yrs	
		Nanette Glenn	Reappoint for a three year term			Yes
		Siri Krishna Khalsa	Reappoint for a three year term			Yes
		Charlene Saunders	Reappoint for a three year term			Yes
		Francis Saunders	Reappoint for a three year term			Yes
		Mary Lou Staples	Reappoint for a three year term			Yes
Department of Public Services Facility Study Department	7			6/30/2014	1 yr	
		Mark Diebus	Reappoint for a one year term			Yes
		Lawrence Ellsworth	Reappoint for a one year term			Yes
		Timothy Harris	Appoint for a one year term? See Devolder note below.			
		Paul Mahoney	Appoint for a one year term? See Devolder note below.			
		Peter Manning	Reappoint for a one year term			Yes
		John Robinson	Reappoint for a one year term			Yes
		Robert Tucker	Reappoint for a one year term			Yes
		Vacant (2?) (Bevilacqua; Jeffrey Devolder - would continue if committee work begins. **)	Advertise one/two vacancies, if do not appoint Harris and/or Mahoney?			
Educational Fund Committee	4			6/30/2014	3 yrs	
		Melinda Peden	Reappoint for three year term;			Yes
		Vacancies (Joann Bruce plus 2)	Advertise three vacancies			

Evaluation of Parks, Fields and Recreational Areas	6			6/30/2014	1 yr	
		Mark Diebus	Reappoint for a one year term			Yes
		Richard D'Innocenzo	Reappoint for a one year term			Yes
		Michael Francis	Reappoint for a one year term			Yes
		Robert Pearl	Reappoint for a one year term			Yes
		Robert Reagan Jr.	Reappoint for a one year term			Yes
		Ross Rackliff	Reappoint for a one year term	Yes		
Historical Commission	2			6/30/2014	3 yrs	
		Paul Russell	Reappoint for a three year term			Yes
		Vacant? (No response Pierre-Louis)	Advertise for one vacancy?			
Medway Christmas Parade Committee	3			6/30/2014	3 yrs	
		Richard Parrella	Reappoint for a three year term			Yes
		Allen Tingley	Reappoint for a three year term			Yes
		Vacant? (No response Guyette)	Advertise for one vacancy?			
Medway Cultural Council	3			6/30/2014	3 yrs	
		Susan Chase	Reappoint for a three year term			Yes
		Sandra Dobday	Reappoint for a three year term			Yes
		Vacant (to replace Audrey Ritter)	Appoint Peter Monego			
Medway Pride Day Committee	5			6/30/2014	1 yr	
		Susan Alessandri	Reappoint for a one year term			Yes
		Karen Maxwell	Reappoint for a one year term			Yes
		Vacancies (to replace Caroline Fletcher plus 2)	Advertise three vacancies			
Memorial Committee	9			6/30/2014	1 yr	
		Peter Ciolek	Reappoint for a one year term			Yes
		Douglas Downing	Reappoint for a one year term			Yes
		John Larney	Reappoint for a one year term			Yes
		Michael Matondi	Reappoint for a one year term			Yes
		Richard Parrella	Reappoint for a one year term			Yes
		Robert Saleski	Reappoint for a one year term	Yes		
		Francis Saunders	Reappoint for a one year term	Yes		

		Allen Tingley	Reappoint for a one year term			Yes
		Paul Trufant	Reappoint for a one year term			Yes
		Richard Keough (honorary)				
Thayer Property Governance Committee	3			6/30/2014	1 yr	
		Dennis Crowley	Reappoint for a one year term			Yes
		John Foresto	Reappoint for a one year term			Yes
		Carl Rice	Reappoint for a one year term			Yes
Town Wide Energy Committee	2			6/30/2014	4 yrs	
		Shelley Wieler	Reappoint for a four year term			Yes
		Vacant (Charles Myers)	Advertise one vacancy			
Zoning Board of Appeals	2			6/30/2014	3 yr	
		David Cole	Reappoint for a three year term			Yes
		Vacant (Arlene Doherty)	Appoint William Kennedy			

AGENDA

ITEM #8

Action Items from Previous Meetings

Associated back up materials attached.

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/S. Kennedy	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	4/1/2013	Speak with owner of Oakland St property re: possible park extension	G. Trindade	In process
5	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.)	BOS	begin no later than 9/16/14
6	2/24/2014	Report on unaccounted for water	T. Holder	6/1/14
7	7/22/2014	Net-metering Agreement	J. Foresto	Ongoing

AGENDA

ITEM #9

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #10

Approval of Minutes

Associated back up materials attached.

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

Note: Minutes from March 4 – May 19 were included in BOS packet from June 16, 2014. Minutes from June 4 and June 24 are attached.

**Board of Selectmen's Meeting
Wednesday, June 4, 2014 – 6:00 PM
Sanford Hall, Town Hall
155 Village Street**

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

Also Present: Sue Ellis, Human Resources Director.

At 6:09 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.

Discussion – Town Administrator Appointment:

For the benefit of viewers, Chairman Crowley stated that there were approximately thirty applicants for the position of Town Administrator, and the search committee narrowed it down to four finalists: Allison Potter, Assistant to the Medway Town Administrator; former Wayland Town Administrator Frederic Turkington, Jr.; Michael Boynton, Walpole Town Administrator; and Leon Guamond, Jr., West Boylston Town Administrator.

The search committee was comprised of Selectman Trindade, Selectman White, Superintendent Judith Evans, Kristen Diebus, Jeff DeVolder, Jeff O'Neill, and Bob Parrella. The committee held several meetings and interviewed a number of candidates. The Collins Center was instrumental in coordinating the search process.

With the approval of the Board, Chairman Crowley suggested doing an initial written ballot to see where the Board stands on a choice to begin a process of narrowing down the field of candidates. He stated that if there is a unanimous vote, no further discussion is necessary. If the vote is split, Board members may speak to the qualifications of the candidate they prefer. Second, third and fourth ballots will be taken as necessary. The Board expressed no objection to this process.

The Board offered no comments on candidates at this time, and Chairman Crowley proceeded with the first ballot. Mr. Michael Boynton was the preferred choice of Chairman Crowley, Selectman D'Innocenzo, Selectman Foresto and Selectman White. Selectmen Trindade selected Mr. Frederic Turkington, Jr.

Selectman Trindade explained that his decision was based on the difficult situation Mr. Turkington was in while working in the Town of Wayland, and that, given a much weaker Town Administrator position as it related to the rest of the municipal staff, he was still able to thrive in that difficult situation for eight years. Having said that, however, Selectman Trindade stated he had no objection to changing his vote to Mr. Boynton for a 5-0-0 vote in favor of the appointment.

At this time, Selectman Trindade moved that the Board appoint Mr. Michael Boynton as Town Administrator for the Town of Medway based on successful negotiation of a contract; Selectman Foresto seconded. Selectman D'Innocenzo stated that it was an excellent selection process and how difficult it is to arrive at one candidate, and applauded the committee for bringing forward such a

good selection of candidates. Chairman Crowley stated he spent much of the afternoon checking references, and found high praise for all four finalists. No further discussion. VOTE: 5-0-0.

Chairman Crowley stated he would contact all finalists and share the Board's vote.

Chairman Crowley stated he would like to open a dialogue with Mr. Boynton as soon as possible toward the negotiation of a contract. Additionally, he asked for another set of eyes to review the contract with him in addition to Human Resources. Selectman Foresto volunteered to do this.

Selectman Trindade moved that the Board approve Selectman Foresto to assist Chairman Crowley in contract negotiations and review; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.

Responding to a question from Ms. Ellis, Chairman Crowley stated he would contact labor counsel tomorrow, adding that he did not anticipate their involvement until further into the contract negotiation process.

Brief discussion followed on extending Ms. Kennedy's service until such time as Mr. Boynton can begin employment. Ms. Ellis will draft an agreement outlining the extension.

Selectman Foresto suggested setting up a meeting with Human Resources and Chairman Crowley to review contract elements in order to begin preparations. Brief discussion followed.

Lastly, Chairman Crowley stated he may consolidate summer meetings on an as-needed basis. Brief discussion followed.

At 6:24 PM Selectman Trindade moved to adjourn; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

Respectfully submitted,
Jeanette Galliardt
Night Board Secretary

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

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

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

6 **June 24, 2014, 7:30 AM**

7 **Sanford Hall**

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

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

12
13 At 7:30 AM, Chairman Crowley called the meeting to order and led in the Pledge of
14 Allegiance.

15
16 **Public Comments:** None

17
18 **Authorization of Chairman to Execute Contract for Middle School Parking Lot**
19 **Improvements – J. H. Lynch & Sons, Inc. - \$450,450**

20
21 **Mr. Foresto moved to authorize the Chairman to execute the contract with J. H.**
22 **Lynch for Middle School Parking Lot Improvements in the amount of \$450,450,**
23 **seconded by Ms. White, and it was unanimously voted (3-0-0).**

24
25 There was brief discussion about managing these types of contracts. Mr. Crowley would
26 like them managed by the Town. Ms. Kennedy suggested the Board consider facilities
27 maintenance consolidation as a way to accomplish that. Some planning would be
28 needed.

29
30 It was noted that Mr. Larry Muench was also to be a signatory to the J. H. Lynch
31 contract. Ms. Kennedy asked that Mr. Crowley facilitate this so that the contractor can
32 mobilize as scheduled.
33

34
35 **At 7:40 AM, Mr. Foresto moved to adjourn, seconded by Ms. White, and it was**
36 **unanimously voted (3-0-0).**

AGENDA

ITEM #11

Town Administrator's Report

AGENDA

ITEM #12

Selectmen's Reports