

Board of Selectmen

Dennis P. Crowley, Chair

John A. Foresto, Vice-Chair

Richard A. D'Innocenzo, Clerk

Glenn D. Trindade

Maryjane White



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

August 11, 2014, 6:30PM

Sanford Hall, Town Hall

155 Village Street

Agenda

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance

Other Business

1. Release of State Obligations – Deficit Financing
2. Update – Recycling Program; Unaccounted for Water; and Brentwood Drainage – Director of Public Services
3. Appointment – Representative to Charles River Pollution Control District
4. Authorization for Chairman to Execute Contract for Consulting Services for Tri Valley Commons Project – Greenman-Pedersen, Inc. - \$9,700
5. Approval – FY15 Indirect Cost Agreement for Town Enterprise Funds
6. Appointment – Town Administrator – MetroWest Veterans' Services District Board
7. Discussion – Draft Banner Policy
8. Action Items from Previous Meeting
9. Approval of Warrants
10. Approval of Minutes
11. Town Administrator's Report
12. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

September 2, 2014 ---- Regular Meeting (holiday week)

September 22, 2014 ---- Regular Meeting

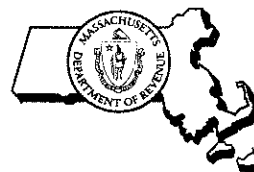
AGENDA

ITEM #1

Release of State Obligations – Deficit Financing

Associated back up materials attached.

- Correspondence from Dept. of Revenue



August 5, 2014

Michael E. Boynton
Town Administrator
Town of Medway
155 Village St.
Medway, Mass. 02053

Dear Mr. Boynton:

I am writing this letter to you in response to Ms. Phillips e-mail to this office regarding certain requirements the town has had to fulfill during the pay-back period of its deficit notes.

As a reminder, Section 8 of Chapter 70 of the Acts of 2006 indicated that in any year in which bonds or notes authorized under the Act remain outstanding:

- the Commissioner of Revenue would not certify the town's annual tax rate until receipt and acceptance of an audit report for the preceding fiscal year;
- the town must submit quarterly reports within 30 days after the conclusion of each quarter presenting a budget to actual comparison of revenues and expenditures; and
- the town must provide
- prior written notification to and receive approval by the Commissioner of Revenue for issuance of any bond, note or other form of indebtedness.

Whereas it is my understanding that the town has paid off the remaining portion of deficit notes as of June, 2014, the above-mentioned requirements no longer apply to the town of Medway.

Congratulations to those who have helped the town once again achieve fiscal health, and if this office can be of further assistance, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Anthony A. Rassias".

Anthony A. Rassias
Deputy Director of Accounts

Cc: Melanie Phillips, Finance Director

AGENDA

ITEM #2

**Update – Recycling Program;
Unaccounted for Water; and
Brentwood Drainage –
Director of Public Services**

No associated back up materials.

AGENDA

ITEM #3

**Appointment –
Representative to Charles River
Pollution Control District**

No associated back up materials.

Note: Paul DeSimone's three-year term expired on June 30, 2014.

AGENDA

ITEM #4

**Authorization of Chairman to
Execute Contract for Consulting
Services for Tri Valley Commons
Project – Greenman-Pedersen, Inc.
- \$9,700**

Associated back up materials attached.

- Proposed contract

Proposed motion: I move that the Board authorize the Chairman to execute the contract with Greenman-Pedersen in an amount not to exceed \$9,700 pending the approvals of Town Counsel and the Town Accountant.

TOWN OF MEDWAY AGREEMENT FOR CONSULTING SERVICES

THIS IS AN AGREEMENT made this ____ day of August, 2014, by and between the Town of Medway, in the County of Norfolk and the Commonwealth of Massachusetts, 155 Village Street, Medway, MA 02043, acting by and through its Board of Selectmen (hereinafter referred to as "TOWN"), and Greenman-Pedersen, Inc. (hereinafter "CONSULTANT"), an engineering firm with a principle place of business at 181 Ballardvale Street, Suite 202, Wilmington, MA 01887.

The TOWN and CONSULTANT agree to the performance and furnishing of certain professional services by CONSULTANT concerning plan review services and other professional services as mutually agreed to within the TOWN (hereinafter referred to as the "PROJECT") for certain consideration to be paid to CONSULTANT by TOWN, as set forth more specifically in the mutual covenants set forth below.

This Agreement will become fully effective on the date that the last party fully executes the same.

1.0 CONTRACT DOCUMENTS

CONSULTANT shall provide plan review services pursuant to the TOWN'S scope of services. The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between the Town and Consultant;
- 2) Town's Scope of Services;
- 3) Consultant's Scope of Services Detailed Description and Fees & Schedule dated July 28, 2014;
- 4) Copies of all required certificates of insurance required under the contract;
- 5) Other required certificates.

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

2.0 CONSULTANT'S SERVICES

The TOWN agrees to pay the CONSULTANT up to \$9,700 for the services delivered pursuant to this agreement. The full execution of this Agreement by TOWN and CONSULTANT constitutes the TOWN's written authorization for CONSULTANT to proceed with professional services described in its proposal dated July 28, 2014. This Agreement shall expire on October 30, 2014.

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

Except as otherwise specified, CONSULTANT's Services shall be guaranteed by CONSULTANT against any and all defects or damages caused thereby for a period of three years from the date of completion of CONSULTANT's Services. CONSULTANT shall be responsible during such period for any repair, changes, or remedial work necessitated by such defects or damages. This provision in no way limits the TOWN's ability to bring actions based in negligence and breach of contract against the CONSULTANT, which actions will be governed by the applicable statutes of limitations and the Massachusetts discovery rules regarding accrual dates for such limitations periods.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Copies of all documents produced pursuant to this Agreement shall be the property of TOWN. All information acquired from the TOWN, or from others at the expense of TOWN, in the performance of this Agreement shall be and remain the property of TOWN. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by CONSULTANT in the performance of CONSULTANT's Services.

5.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

In order for the TOWN to process payment, the CONSULTANT shall invoice the TOWN monthly for work performed and documented related expenses incurred during the invoice period. The TOWN will process payment of invoices within 45 days after receipt of any invoices from CONSULTANT. The processing of payments to the CONSULTANT shall be predicated upon the prior approval by the TOWN of all work covered by each individual invoice. The TOWN reserves all rights to reject any invoices from the CONSULTANT on the grounds the work performed was not authorized by the TOWN. Compensation to the CONSULTANT shall be in accordance with rates established for respective classes of services as identified in the CONSULTANT's proposal.

6.0 TERMINATION

6.1 By TOWN

6.1.1 Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONSULTANT. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONSULTANT shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

6.1.2 In the event of termination by TOWN, all finished work and documentation, complete and incomplete, shall be delivered to TOWN. CONSULTANT shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior

to the date of termination. In the event of termination prior to the completion of the work, CONSULTANT shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

6.1.3 Any termination or suspension of this Agreement shall not impair TOWN's right to recover damages occasioned by the fault of CONSULTANT. Any suspension shall not limit the right of TOWN to terminate this Agreement.

6.2 By CONSULTANT

CONSULTANT shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the CONSULTANT, an extension of time shall be the CONSULTANT's sole remedy.

6.3 Force Majeure

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

7.0 INSURANCE

CONSULTANT shall, before commencing performance of this Contract, provide and maintain insurance at its own expense until the completion of this Contract as set forth below:

7.1 Insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

7.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate. The TOWN must be named as an additional insured on a certification of insurance filed with the TOWN Administrator at time of contract issue. This Certificate of Insurance will be attached as an Exhibit to this Agreement.

7.3 Professional liability insurance covering CONSULTANT's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

7.4 All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the TOWN. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended

effective date thereof, which date should be expressed in said notice. The CONSULTANT shall provide a copy of additional insured endorsements for all policies that require the TOWN to be listed as an additional insured

8.0 INDEMNIFICATION

CONSULTANT hereby agrees to indemnify and hold harmless TOWN and its officers, attorneys, employees and agents from and against claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the negligent acts or omissions of CONSULTANT's services, or any activities, negligence, or omissions of CONSULTANT.

9.0 MISCELLANEOUS PROVISIONS

9.1 Entire Agreement

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which CONSULTANT or TOWN entered into this Agreement.

9.2 Assignment of Interest

CONSULTANT shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of TOWN.

9.3 Subcontractors

CONSULTANT shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of TOWN. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by CONSULTANT shall be deemed agents of CONSULTANT and that CONSULTANT shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

9.4 Inspection by TOWN

The authorized representatives and agents of TOWN shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of CONSULTANT upon demand.

9.5 Incorporation of Applicable Law

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

party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

9.6 Governing Law

TOWN and CONSULTANT shall perform its services in conformity with the requirements and standards of TOWN, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

9.7 Licensure and Compliance with Massachusetts Tax Law

By executing this Agreement, CONSULTANT agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement. CONSULTANT shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or TOWN in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONSULTANT certifies under the penalties of perjury that the CONSULTANT has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

9.8 Corporate Contractor

The CONSULTANT shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the TOWN unless and until the CONSULTANT complies with this section.

9.9 Interpretation & Severability

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Design Services, the Project, or otherwise.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written.

**TOWN OF MEDWAY
BOARD OF SELECTMEN**

GREENMAN-PEDERSEN, INC.

Chairman

Signature

Vice Chairman

Title

Clerk

Date

Member

Member

Date

Approved as to Form:

Barbara J. Saint Andre, Town Counsel

Date

Approved as to Availability of Funds:

Carol Pratt, Town Accountant

Date

CERTIFICATE of GOOD FAITH, NON-COLLUSION,
TAX COMPLIANCE & AUTHORITY

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the contractor named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under the pains and penalties of perjury that he/she is the authorized on behalf of the contractor named below to submit bids and proposals and execute contracts in the name on behalf of said contractor. If the bidder is a corporation, a clerk's certificate of the vote of a Director's meeting will be provided.

Social Security Number or Federal Identification Number

Company Name

Printed Name of Signer

Signature

Date

Scope of Services for GPI for Tri Valley Commons

7/22/2014

Site Plan Review – Review proposed Tri Valley Commons site plan for compliance with Section 205-3 Traffic of the *Medway Site Plan Rules and Regulations*.

Site Plan Review/Coordination with Route 109 Reconstruction Project

1. Review proposed site plan for connectivity to and impact on the Route 109 Reconstruction Project.
2. Attend meetings with applicant and consultants to discuss possible conflicts.
3. Attend meetings with MassDOT as required
4. Review applicant proposals for access/egress modifications.
5. Review project impacts on traffic operations at the two adjacent signals: Holliston Street at Route 109 and Medway Shopping Center
6. Review proposed mitigation and lane configuration for Route 109 in the vicinity of the proposed site drive

Site Plan Review - Tri Valley Commons Traffic Impact and Access Study -

Review traffic study and associated documentation provided by the applicant's traffic engineer for good engineering practice. The review will include the following:

1. Site visit to observe traffic patterns and roadway characteristics.
2. Review traffic information including existing count data, study limits, time periods, traffic volume assumptions, operational analysis and modeling assumptions, traffic safety analysis, impacts/mitigation.
3. Review proposed on-site circulation and pedestrian safety
4. Attend meetings and coordinate with applicant's traffic consultant
5. Prepare review letter summarizing findings for presentation to PEDB.
6. Attend PEDB mtg when traffic study is presented and initial review letter is discussed.
7. Review additional submittals and prepare review letter
8. Attend a second PEDB mtg when the second review letter is discussed.

These Services shall be rendered under the general direction of the Chairman of the Planning and Economic Development Board AND the Planning and Economic Development Coordinator.

GPI Greenman-Pedersen, Inc.

181 Ballardvale Street, Suite 202
 Wilmington, Massachusetts 01887
 Tel.: (978) 570-2999
 FAX: (978) 658-3044

An Equal Opportunity Employer

To:	Medway Planning and Economic Development Board	Project:	Tri Valley Commons
	115 Village Street	Location:	72 Main Street
	Medway, MA 02053		Medway, MA
		Project No.:	MAX-2014087.00
Requested By:	Andy Rodenhiser Chairman of the Medway Planning and Economic Development Board	Date:	July 28, 2014
Prepared By:	John Diaz	Page:	1 of 2

SCOPE OF SERVICES:

Greenman Pedersen, Inc. hereinafter referred to as “the CONSULTANT” hereby proposes to provide professional services to the Medway Planning and Economic Development Board (“the CLIENT”) in accordance with the Scope of Services as specified below and on attached pages. If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the Scope of Services and constitutes additional services, the CONSULTANT shall promptly notify the CLIENT in writing. Such changes mutually agreed upon by the CLIENT and the CONSULTANT shall be incorporated as written amendments to this Contract. All invoices shall be paid in full, by the CLIENT, prior to release of final instruments of service.

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of a proposed 22,558 s.f. mixed retail and restaurant site (6,800 s.f. automotive parts store, 6,258 s.f. automotive tire store, 9,500 s.f. mixed retail and restaurant) with access proposed through a new unsignalized intersection on Route 109.

The work services detailed within this Contract Agreement include review of all relevant documentation, conducting a site visit to assess field conditions and preparation of a summary memo outlining GPI’s comments and findings. GPI will also attend three (3) meetings with the Town.

SEE DETAILED SCOPE OF SERVICES ATTACHMENT FOR FURTHER DESCRIPTION

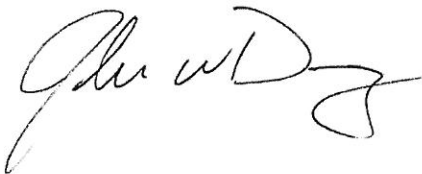
FEES & SCHEDULE:

The following table summarizes the costs, schedule, and payment method of the tasks described in this Contract. The schedule begins on the date written authorization to proceed is received. The schedule is also subject to the timely delivery of information to be provided to the CONSULTANT and is exclusive of delays caused by interim reviews.

Tasks		Estimated Fee	Schedule	Payment Method
1-3	Peer Review	\$6,800	1-2 Weeks	Lump Sum
4	Meetings and Follow-On Services	\$2,400	As Incurred	Time Card
	Reimbursable Expenses	\$500	As Incurred	Expense
TOTAL		\$9,700		

This proposal is deemed withdrawn by the CONSULTANT if not accepted by the CLIENT signing and returning a fully executed copy of this proposal within ten (10) days of the date written above, unless time for the CLIENT's acceptance is extended pursuant to a writing signed by the CONSULTANT. The General Terms and Conditions attached hereto are incorporated by reference as if fully set forth herein.

Reimbursable expenses incurred in conjunction with the performance of the work as described shall include, but are not limited to, data collection, travel, reproduction, telephone, materials and supplies, shipping, delivery, and postage. Reimbursable expenses will be invoiced separately, in accordance with the provisions of the attached General Terms and Conditions, and are in addition to and not included in the above labor fees.



GPI AUTHORIZATION

July 28, 2014

DATE

Please indicate that you understand and agree to the terms and conditions set forth herein by signing below:

PRINT NAME, TITLE, FULL CLIENT COMPANY NAME BELOW (As Applicable)

Detailed Scope of Services

SCOPE OF SERVICES DETAILED DESCRIPTION:

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of a proposed 22,558 s.f. mixed retail and restaurant site (6,800 s.f. automotive parts store, 6,258 s.f. automotive tire store, 9,500 s.f. mixed retail and restaurant) with access proposed through a new unsignalized intersection on Route 109.

The work services detailed within this Contract Agreement include review of all relevant documentation, conducting a site visit to assess field conditions and preparation of a summary memo outlining GPI's comments and findings. GPI will also attend three (3) meetings with the Town.

The following tasks are anticipated.

Task 1-Site Plan Review

GPI will review proposed Tri Valley Commons site plan for compliance with Section 205-3 Traffic of the *Medway Site Plan Rules and Regulations*.

Task 2-Site Plan Review/Coordination with Route 109 Reconstruction Project

GPI will:

1. Review proposed site plan for connectivity to and impact on the Route 109 Reconstruction Project.
2. Attend meetings with applicant and consultants to discuss possible conflicts.
3. Attend meetings with MassDOT as required
4. Review applicant proposals for access/egress modifications.
5. Review project impacts on traffic operations at the two adjacent signals: Holliston Street at Route 109 and Medway Shopping Center
6. Review proposed mitigation and lane configuration for Route 109 in the vicinity of the proposed site drive

Task 3-Site Plan Review - Tri Valley Commons Traffic Impact and Access Study

GPI will review the traffic study and associated documentation provided by the applicant's traffic engineer for good engineering practice. The review will include the following:

1. Site visit to observe traffic patterns and roadway characteristics.
2. Review traffic information including existing count data, study limits, time periods, traffic volume assumptions, operational analysis and modeling assumptions, traffic safety analysis, impacts/mitigation.
3. Review proposed on-site circulation and pedestrian safety
4. Attend meetings and coordinate with applicant's traffic consultant (invoiced under Task 4)
5. Prepare review letter summarizing findings for presentation to PEDB.
6. Attend PEDB meeting when traffic study is presented and initial review letter is discussed (invoiced under Task 4).
7. Review additional submittals and prepare review letter
8. Attend a second PEDB meeting when the second review letter is discussed (invoiced under Task 4).

Detailed Scope of Services

These Services shall be rendered under the general direction of the Chairman of the Planning and Economic Development Board AND the Planning and Economic Development Coordinator.

Task 4 - Meetings

- GPI will prepare for and attend up to three (3) project meetings. These may include meetings with the proponent, town officials and/or town boards.

Meetings with the development team and local officials, as well as public presentations and assistance in technical or procedural aspects of the project may be required as the project proceeds. Services for meetings include coordination, preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes (when requested). Such services will be provided at the request of the CLIENT.

An initial upset limit is included in this Contract Agreement for attendance at four (4) meetings, depending on the duration of the meetings, as well as project team conference calls and coordination. Meetings and follow-on services will be billed on a time and materials basis at the CONSULTANT's rates in effect at the time the work is performed (see *General Terms and Conditions – Fee Schedule* for current standard rates). Should additional services be needed and requested by the CLIENT beyond the initial upset limit, including responses to comments that may arise as part of the review process, the CONSULTANT will prepare a Contract Amendment that contains the scope of services, fee, and schedule required to complete the additional services.

GENERAL TERMS AND CONDITIONS

SCOPE OF SERVICES

The CLIENT and the CONSULTANT have agreed to a list of services the CONSULTANT will provide to the CLIENT, set forth on the appended Scope of Services, Exhibit A. If agreed to in a writing signed by the CLIENT and the CONSULTANT, the CONSULTANT shall provide Additional Services, which shall be labeled as Exhibit B, appended hereto. Additional Services are not included as part of the Scope of Services and shall be paid for by the CLIENT in addition to payment for the services listed in Exhibit A. Payment for Additional Services will be made by the CLIENT, in accordance with the CONSULTANT's prevailing fee schedule, as provided for in this Section, Compensation, or as agreed to by the CLIENT and the CONSULTANT. Services not set forth above and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the CONSULTANT's services. The CONSULTANT assumes no responsibility to perform any services not specifically listed in Exhibit A.

BILLING AND PAYMENT TERMS

RETAINER

The CLIENT shall make an initial payment of **Zero Dollars (\$0)** (retainer) upon execution of this agreement. This retainer shall be held by the CONSULTANT and applied against the final invoice.

PAYMENT DUE

Invoices shall be submitted by the CONSULTANT monthly, or sooner if project includes milestones to be completed within a period of time of less than one month, is due on presentation and shall be considered past due if not paid within 20 calendar days of the due date.

INTEREST. If payment in full is not received by the CONSULTANT within 30 calendar days of the due date, invoices shall bear interest at two (2) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to pay PAST DUE amounts with interest and any collection costs, incurred, per this Agreement, within ninety (90) days from the date the PAST DUE amount was due shall be deemed a material breach of this Agreement. CONSULTANT will withhold Instruments of service and any other deliverables to be provided under this Agreement unless and until full payment is made, including any PAST DUE amounts, interest and collection costs as may be due under this Agreement.

COLLECTION COSTS

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect PAST DUE sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees, expert witness fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT's time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT's collection costs shall survive the term of this Agreement or any earlier termination by either party.

INDEPENDENT CONSULTANT

It is understood and agreed that the CONSULTANT shall perform all services under this Agreement as an independent professional and nothing herein contained shall be construed to be inconsistent with this relationship or status.

SUSPENSION OF SERVICES

If the Project or the CONSULTANT's services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the CONSULTANT shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the CONSULTANT for expenses incurred as a result of the suspension and resumption of its services, and the CONSULTANT's schedule and fees for the remainder of the Project shall be equitably adjusted. If the CONSULTANT's services are suspended for more than ninety (90) days, consecutive or in the

aggregate, the CONSULTANT may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT. If the CLIENT remains in material breach of this Agreement within five (5) calendar days of receipt of such written notice, the CONSULTANT may immediately suspend performance of services without further notice to the CLIENT. The CONSULTANT shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any time or damages for delay as a result of such suspension caused in whole or in part by any breach of this Agreement by the CLIENT or any other party, and not caused solely by CONSULTANT's negligent act or omission. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach on which suspension of services by the CONSULTANT was based, within five days of CLIENT's receipt of notice of same, or such longer period of time to which CONSULTANT agrees in a writing signed by it, the CONSULTANT shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

TERMINATION

In the event of termination of this Agreement by either party, the CLIENT shall within thirty (30) calendar days of termination pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement. The CLIENT may terminate this Agreement for the CLIENT's convenience and without cause upon giving the CONSULTANT not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

Suspension of the Project or the CONSULTANT's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;

Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the CONSULTANT, the CLIENT shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof within thirty (30) days of either party receiving actual knowledge of such changed conditions.

STANDARD OF CARE

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same locality.

GENERAL TERMS AND CONDITIONS

COST ESTIMATES

In providing estimates, the CLIENT understands that the CONSULTANT has no control over variables including the cost or availability of labor, equipment or materials, or over market conditions or a Contractor's method of pricing, and that the Consultant's cost estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary, at times significantly, from the CONSULTANT's estimate.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, computer files, field data, notes, other documents and instruments, the plans and specifications, prepared by the CONSULTANT shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including, without limitation, the copyright thereto. CONSULTANT shall provide the CLIENT with instruments of service, only, subject to the limitations expressed in this Agreement. CLIENT shall indemnify and hold harmless CONSULTANT, its affiliates and its officers, directors and employees for all claims, losses, costs, damages of any nature whatsoever, including attorneys' fees, expert witness fees and costs, arising from or related to re-use of instruments of service for any purpose other than the progress of the project which is the subject of this Agreement or arising from or related to medication of instruments of services for any reason.

TIMELINESS OF PERFORMANCE

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT's control may affect the CONSULTANT's ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with the CONSULTANT's Standard of Care.

DEFECTS IN SERVICE

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT's services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the CLIENT and the CLIENT's contractors or subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

BUILDING INSPECTION SERVICES

Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the CONSULTANT.

CONSTRUCTION OBSERVATION [IF EXPRESSLY INCLUDED IN SCOPE]

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the CONSULTANT, in order to observe the progress and quality of the Work completed by the Contractor to the extent within CONSULTANT's scope. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the quality or quantity of Contractor's work but rather are to allow the CONSULTANT to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the CONSULTANT shall keep the CLIENT informed

about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. If the CLIENT desires more extensive project observation or fulltime project representation, the CLIENT shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement. The CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES [IF CPS NOT EXPRESSLY IN SCOPE]

It is understood and agreed that the CONSULTANT's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims solely due to the negligence or willful misconduct of the CONSULTANT. If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services, and if the CONSULTANT agrees in writing signed by it, to provide such services, then they shall be compensated for as Additional Services.

INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its affiliates and their respective officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or any other parties not CONSULTANT. Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

INFORMATION PROVIDED BY OTHERS

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement or otherwise related to the subject project. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The CONSULTANT shall not be held responsible for any errors or omissions that may arise as a result of

GENERAL TERMS AND CONDITIONS

erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants, contractors or other representatives.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT's affiliates and their respective officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the CONSULTANT's total fee paid by CLIENT for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action or claim however alleged or arising, on any theory, unless otherwise prohibited by law.

PERMITS AND APPROVALS

The CONSULTANT shall assist the CLIENT in applying for those permits and approvals required by law for projects similar to the one for which the CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the CONSULTANT and included in the Scope of Services of this Agreement.

RIGHT OF ENTRY

The CLIENT shall provide for the CONSULTANT's right to enter the property owned by the CLIENT and/or others in order for the CONSULTANT to fulfill the Scope of Services included hereunder. Although the CONSULTANT will exercise reasonable care in performing its services, the CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its affiliates and their respective officers, directors, employees and subconsultants (collectively, CONSULTANT) against any damages, liabilities, civil or criminal fines or penalties, attorneys' fees, expert witness fees or costs arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties with respect to payments of any amount due CONSULTANT, representations, information provided by others, indemnification, limitation of liability, ownership and re-use of instruments of service, unauthorized changes under this Agreement shall survive such completion or termination and remain in full force and effect.

SHOP DRAWING REVIEW

The CONSULTANT shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept express in the Construction Documents and information given. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, for substantiating instructions for installation or performance of equipment or systems designed by the Contractor or others, or coordination of the work with other trades. CONSULTANT's review shall

not constitute approval of safety precautions or of any, construction means or methods, techniques, sequences or procedures all of which are the sole responsibility of the Contractor. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial or incomplete submissions or those for which submissions of correlated items have not been received.

SPECIFICATION OF MATERIALS

The CLIENT understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The CONSULTANT is only expected to meet industry standards, current through 90% completion of design, and may rely on manufacturers' information and representations. The CLIENT agrees that if any product or material specified for this Project by the CONSULTANT shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the CLIENT shall waive all claims as a result thereof against the CONSULTANT. The CLIENT further agrees that if the CLIENT directs the CONSULTANT to specify any product or material after the CONSULTANT has informed the CLIENT that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the CLIENT waives all claims as a result thereof against the CONSULTANT, and the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, CONSULTANT's affiliates and their respective officers, directors and employees from any damages, liabilities or costs, including reasonable attorneys' fees, expert witness fees and costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards.

SUBSTITUTIONS

Upon request by the CLIENT, the CONSULTANT shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the CLIENT's consultants or contractors as equivalent to those specified in the Construction Documents. The CONSULTANT shall be compensated for these services as "Additional Services," as well as any for services required to modify and coordinate the construction documents prepared by the CONSULTANT with those of the CONSULTANT's subconsultants and the CLIENT's consultants. The CONSULTANT also shall be entitled to adjustment(s) in schedule caused by this additional effort.

LEED Certification [IF APPLICABLE TO SCOPE]

The CLIENT and CONSULTANT mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) [or other] green building-rating system. The CLIENT understands that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED-certification processes and procedures as determined by the USGBC. These procedures are outside the control of the CONSULTANT, may not be uniformly implemented and may be subject to change at any time. Further, LEED certification will require input and effort from the CLIENT and the CONSULTANT as well as other consultants, contractors and other parties associated with the Project that are not parties to this Agreement. The CONSULTANT will make reasonable efforts to facilitate and coordinate the LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. The CONSULTANT cannot, however, guarantee LEED certification or the actual performance of the building based on the CONSULTANT's design drawings, specifications, or resource use or consumption modeling for the Project, nor can it guarantee certain performance levels anticipated through the LEED certification process.

GENERAL TERMS AND CONDITIONS

UNAUTHORIZED CHANGES

In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or loss, including reasonable attorneys' fees, expert witness fees and costs, arising from or related to such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the CONSULTANT's construction documents without the prior written approval of the CONSULTANT and that further obligates the Contractor to indemnify and hold harmless both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without such proper authorization to the same extent that CLIENT is obligated to indemnify and hold harmless CONSULTANT pursuant to this paragraph, "Unauthorized Changes".

ENTIRE AGREEMENT

This Agreement is the entire agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

INSURANCE

CONSULTANT and any subconsultants shall maintain, to the extent applicable to the Scope, Professional Liability, Workers' Compensation, Commercial General Liability Insurance and Business Automobile Insurance, at such limits as its broker may recommend, at its cost. If

CLIENT requires insurance in excess of what the CONSULTANT normally carries, the additional cost shall be paid by CLIENT as a reimbursable expense under this Agreement.

MISCELLANEOUS

This Agreement shall be governed by the law of the principal place of business of the project.

Any claim, dispute or other matter arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or institution of an action or proceeding by either party. The CLIENT and the CONSULTANT shall try to resolve claims, disputes and other matter between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. If the matter subject of mediation cannot be resolved within ninety (90) days after the request for mediation is filed, then either party may commence an arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, then in effect or commence an action or proceeding in a court having jurisdiction, thereof. The parties agree to split the mediator's fee and/or arbitration fees, if any, and any filing fees, equally. The mediation and/or arbitration shall be held in the place where the project is located, unless another location is mutually agreed upon, in a writing signed by both parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction, thereof. Any arbitration award shall be in writing and set forth in a written decision each ground upon which the decision and award are based. Any arbitration award shall be enforceable and reduced to a judgment in any court having jurisdiction, thereof.

Unless otherwise provided in the Scope of Services, the CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

GENERAL TERMS AND CONDITIONS

FEE SCHEDULE

July 2014 to June 2015 Hourly Billing Rates

Senior Vice President/Branch Manager.....	\$230.00
Vice President/Project Director.....	\$200.00
Assistant Vice President/Project Director.....	\$175.00
Senior Project Manager.....	\$165.00
Senior Engineer.....	\$150.00
Project Manager.....	\$140.00
Project Engineer.....	\$120.00
Senior Inspector/Coatings Inspector.....	\$105.00
Engineer/Inspector.....	\$95.00
Senior Technician.....	\$85.00
Engineering Technician.....	\$75.00
Technician.....	\$60.00
Administration.....	\$55.00
Court Testimony/Deposition.....	Negotiated

REIMBURSABLE EXPENSES

Direct, Non-salary expenses will be billed at 1.2 times cost:

1. Transportation and living expenses incurred for assignments outside of the closest CONSULTANT office, including the use of rental cars.
2. Shipping charges for plans, equipment, etc.
3. Purchase of specialized equipment and rental of equipment from outside vendors.
4. Reproduction of drawings and reports.
5. Construction materials and spent tools specifically for the project.
6. Automobile expenses for personal or company vehicles will be charged at \$0.50 per mile plus toll charges for travel from the CONSULTANT office to the project and return and for travel at the job in conduct of work. No mark-up of this charge.
7. Insurance in excess or in addition to insurance coverage's or at limits not normally carried by CONSULTANT or its subconsultants.

Services of Others

On occasion, CONSULTANT engages the specialized services of others as subconsultants on the project. When considered necessary in CONSULTANT's sole discretion, subconsultants will be used. The CLIENT agrees to reimburse the actual cost of these services plus a 20% service charge prior to the release of any work product which involves subconsultants' work.

Description:	MEDWAY-Tri Valley Peer Review												Date:	7/22/14		
	Rate	Sr. Vice President/ Branch Manager \$230.00	Vice President/ Project Director \$200.00	Assistant Vice President/ Project Director \$175.00	Sr. Project Manager \$165.00	Sr. Engineer \$150.00	Project Manager \$140.00	Project Eng. \$120.00	Sr. Inspector/C oatings Inspector \$105.00	Engineer/ Inspector \$95.00	Sr. Tech \$85.00	Eng. Tech \$75.00	Tech \$60.00	Admin \$55.00	HRLY TOTAL	FEE TOTAL
TASKS																
Task 1-Site Plan Review (Compliance with Section 205-3)			2							4					6	\$ 780.00
Task 2-Site Plan Review/Coordination with Route 109 Reconstruction Project			8				8								16	\$ 2,560.00
Task 3-Site Plan Review - Tri Valley Commons Traffic Impact and Access Study			2				4		24		4				34	\$ 3,460.00
Task 4-Meetings (3)			12												12	\$ 2,400.00
															0	\$ -
															0	\$ -
															0	\$ -
															0	\$ -
															0	\$ -
															0	\$ -
	0	24	0	0	0	0	12	0	28	0	4	0	0	68	\$ 9,200.00	
Expenses																\$ 500.00
TOTAL																\$ 9,700.00

AGENDA

ITEM #5

Approval – FY2015 Indirect Cost Agreement for Town Enterprise Funds

Associated back up materials attached.

- Enterprise fund information and proposed agreement

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

TOWN OF MEDWAY FY15 ENTERPRISE FUNDS

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

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

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

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

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

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

The enterprise budget includes both revenue and expenditure estimates:

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

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

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

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

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

ADMINISTRATIVE SERVICES

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

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

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

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

EMPLOYEE RETIREMENT PROGRAMS

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

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

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

INSURANCE PROGRAMS

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

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

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

OPERATIONS AND MAINTENANCE

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

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

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

DEBT

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

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

OTHER EXPENSES

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

TOWN OF MEDWAY INDIRECT COST AGREEMENT

For the Town of Medway:

For the Medway Water and Sewer Enterprise Funds:

Town Board of Selectmen

Medway Water/Sewer Commissioners

(date)

(date)

ADDENDUM A

ADMINISTRATIVE SERVICES-SALARIES

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

<u>\$</u>	<u>33,717,801</u>	Budget amount of salaries and employee benefits for All departments.
<u>\$</u>	<u>701,703</u>	Budget amount of salaries and employee benefits for Water Dept.
<u>\$</u>	<u>372,172</u>	Budget amount of salaries and employee benefits for Solid Waste Dept.
<u>\$</u>	<u>427,682</u>	Budget amount of salaries and employee benefits for EMS Ambulance Dept.
<u>\$</u>	<u>195,397</u>	Budget amount of salaries and employee benefits for Sewer Dept.

<u>2.0811%</u>	Divide Water Dept salaries and benefits	<u>\$ 701,703</u>	by total salaries and benefits	<u>\$ 33,717,801</u>
<u>1.1038%</u>	Divide Solid Waste Dept salaries and benefits	<u>\$ 372,172</u>	by total salaries and benefits	<u>\$ 33,717,801</u>
<u>1.2684%</u>	Divide Ambulance Dept salaries and benefits	<u>\$ 427,682</u>	by total salaries and benefits	<u>\$ 33,717,801</u>
<u>0.5795%</u>	Divide Sewer Dept salaries and benefits	<u>\$ 195,397</u>	by total salaries and benefits	<u>\$ 33,717,801</u>

Application of percentages to Salaries and Employee Benefits of:

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

Calculation of Indirect Costs for Administrative Services- Salaries

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

ADDENDUM B

ADMINISTRATIVE SERVICES-EXPENSES

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

<u>\$ 16,424,950</u>	Budget amount of expenses for All departments.
<u>\$ 1,344,681</u>	Budget amount of expenses for Water Dept.
<u>\$ 936,200</u>	Budget amount of expenses for Solid Waste Dept.
<u>\$ 188,600</u>	Budget amount of expenses for EMS Ambulance Dept.
<u>\$ 1,051,815</u>	Budget amount of expenses for Sewer Dept.

<u>8.1868%</u>	Divide Water Dept expenses	<u>\$ 1,334,681</u>	by total expenses	<u>\$ 16,424,950</u>
<u>5.6999%</u>	Divide Solid Waste Dept expenses	<u>\$ 936,200</u>	by total expenses	<u>\$ 16,424,950</u>
<u>1.1483%</u>	Divide EMS Ambulance Dept expenses	<u>\$ 188,600</u>	by total expenses	<u>\$ 16,424,950</u>
<u>6.4038%</u>	Divide Sewer Dept expenses	<u>\$ 1,051,815</u>	by total expenses	<u>\$ 16,424,950</u>

Application of percentages to Expenses of:

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

Calculation of Indirect Costs for Administrative Services-Expenses

	Total Admin Expenses		Percentage Enterprise Expenses	=	Indirect Cost Allocation for Administrative Services- Expenses
Water	<u>\$ 196,000</u>	X	<u>8.1868%</u>	=	<u>\$ 16,046</u>
Solid Waste	<u>\$ 196,000</u>	X	<u>5.6999%</u>	=	<u>\$ 11,172</u>
EMS/Ambulance	<u>\$ 196,000</u>	X	<u>1.1483%</u>	=	<u>\$ 2,251</u>
Sewer	<u>\$ 196,000</u>	X	<u>6.4038%</u>	=	<u>\$ 12,551</u>

ADDENDUM C
MIS/ IT Expense Allocation

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

ADDENDUM D

Calculation of Operations and Maintenance Costs

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

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

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

Calculation of Vehicle Maintenance Expenses

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

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

ADDENDUM E

WATER DEPARTMENT EMPLOYEE BENEFIT INDIRECT COSTS

FY15 Estimate:

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

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

**EMS ENTERPRISE FUND
EMPLOYEE BENEFIT INDIRECT COSTS**

FY15 Estimate:

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

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

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

FY15 Estimate:

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

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

**SEWER ENTERPRISE FUND
EMPLOYEE BENEFIT INDIRECT COSTS**

FY15 Estimate:

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

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

TOTAL INDIRECT COSTS BY ENTERPRISE FUND

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

AGENDA

ITEM #6

Appointment of Town Administrator to MetroWest Veterans' Services District Board of Directors

No associated back up materials.

Note: The district bylaws state that the Board of Selectmen Chairmen comprise the Board of Directors. However, when the bylaws and agreement among the district's towns were approved on Sept. 12, 2011, the Board Chairman designated the Town Administrator to represent Medway on the Board. Each member town has followed this practice as allowed per MGL c.115, sec. 11.

Proposed Motion: I move that the Board authorize the Chairman to designate the Town Administrator to represent Medway on the MetroWest Veterans' Services District Board of Directors.

AGENDA

ITEM #7

Discussion – Draft Banner Display Policy

Associated back up materials attached.

- Draft banner display policy
- Draft request form
- Email from Planning Administrator re: zoning bylaw affecting temporary signs over a public right of way

**TOWN OF MEDWAY
Banner Display Policy**

Policy

This policy governs the placement and display of banners over Main Street (Route 109 at Medway Plaza) in the Town of Medway (hereinafter “the Town”).

1. Banners to be displayed or placed over Main Street, proposed by any individual, group or entity, are subject to the requirements of this policy, as well as the conditions set forth in paragraph six (6).
2. Banners are approved by the Town Administrator or his designee.
3. If there is a conflict involving the time of placement of two or more banners, then the banners promoting or advertising any activity, event or group within the Town shall be given preference to any such activity, event or group outside the Town. The Town specifically reserves the right to have any banners which promote activities, events or groups outside the Town removed in favor of any such activities, events or groups within the Town. The Town further reserves the right to display banners announcing Town events to the exclusion of all others. Banners announcing Town events shall take precedence over any approved request.
4. Banners displayed shall have no commercial content, except in reference to sponsorship information. Banners with commercial content, including but not limited to any form of commercial advertising or commercial logos, are otherwise prohibited. Banners shall have no partisan political content. The Town reserves the right to remove any banner which is not in compliance with this section without notice to the requester.
5. Any banner approved by the Town Administrator or his designee may contain orders, terms or conditions which the requester of the banner must comply with in order to display the banner.
6. The banner must comply with all federal, state and local laws and regulations including, but not limited to, safety and fire laws, Town bylaws and regulations, and building codes. Should the banner not comply with any of the above referenced laws and regulations, it may be removed immediately by the Town at the expense, if any, to the responsible individual or group.
7. The requester shall be liable to the Town for any and all expense associated with property damage or cleanup costs should the Town incur the same. The requester shall indemnify and hold the Town harmless for any and all property damage, bodily injury or damages of any kind caused by the banner display, as well as any and all attorney

BOS Approval: _____

fees and costs incurred by the Town in defense of any legal action against the Town resulting from damage caused by the banner display.

Mandatory Conditions for Banner Display

1. A written application (Exhibit A – Banner Display Request) is required and must be submitted to the Town Administrator’s office, 155 Village Street, Medway at least fourteen (14) days prior to the requested display date.
2. The minimum fee is \$60 and is intended to recover the labor and materials cost associated with hanging the banner.
3. Alternatively, the applicant may make arrangements to have a professional company hang and remove the banner, the cost of which will be borne by the applicant. No fee is due in this case.
4. The \$60 fee is due within thirty days of booking and prior to banner display. If the cost to the Town to hang the banner exceeds \$60, an invoice for the balance will be issued to the applicant. Any balance must be paid within thirty days.
5. Banner will be displayed for no more than seven (7) days, with display beginning on a Monday. First day of display will depend of weather conditions.
6. Banner must be delivered to Town Hall between seven (7) and four (4) days prior to the display date. Banner will not be accepted outside of this time range.
7. Banner must be picked up at Town Hall no later than seven (7) days following its removal from display.
8. Banner must be in good condition and meet minimum specifications: 19 oz., webbed, hemmed, grommets, “D” rings, reinforced corners, and wind holes.
9. Any banners deemed unfit will not be displayed for traffic and pedestrian safety.
10. Display dates may be booked in advance up to one year prior to the intended date.
11. In the event that a Town Meeting or Town Election is called, the Town’s banner will take precedence over an approved request. Refunds will be provided in these instances.
12. Banners will be displayed only at the approved location on Main Street.

BOS Approval: _____

From: Susan Affleck-Childs
Sent: Thursday, August 07, 2014 9:18 AM
To: Allison Potter
Subject: RE: Draft Banner Display Policy

Hi,

Thanks for the info.

Here is what the zoning bylaw says. . .

“Temporary special event signs advertising civic/community functions extended over a public right of way may be permitted upon prior approval of the Board of Selectmen. Such signs shall not require a building permit but shall be reviewed by the Design Review committee and a recommendation provided to the Board of Selectmen prior to its approval. “

The zoning bylaw also indicates that special event signs shall not exceed 64 sq. ft. That would allow for a 4' by 16' banner.

In light of that language, I have the following thoughts.

1. I think there needs to be more advance time for submitting applications, maybe as much as at least 30 days ahead. You might even want to consider a 2 step process. The first step would be a request to “reserve” the use of the banner poles to hang a banner for “x” time period. That would facilitate people planning ahead, much in the same way that DPS reserves the message sign at Choate Park. The second step would be for the sponsoring body (including the Town) to meet with the DRC to discuss/review/revise the banner design and then for the DRC to prep a letter of recommendation to the BOS/TA.
2. We could propose a change in the zoning bylaw to make the TA the approving body.
3. We could propose a change to the zoning bylaw to increase the maximum size of such banners.
4. You may want to add a requirement that the banner include little slits to allow wind to come thru. Otherwise, there can be a lot of pressure on the poles.

Just first thoughts . . .

Susy

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
8	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
9	7/28/2014	Zoning Bylaw reorganization	SAC/Judi Barrett	Prepare for FTM warrant
10	7/28/2014	DPS Facility Study	G. Trindade	Start immediately

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 May 5, 2014 BOS meeting
- Minutes from May 13, 2014 BOS meeting
- Minutes from June 16, 2014 BOS meeting
- Minutes from June 30, 2014 BOS meeting
- Minutes from July 7, 2014 BOS meeting

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

8 **Present: Selectman Glenn Trindade, Chair; Selectman Dennis Crowley, Vice-Chair; Selectman Richard**
9 **D’Innocenzo (6:37 PM), Clerk’ Selectman John Foresto; and Selectman Maryjane White.**

10
11 Also Present: Suzanne Kennedy, Town Administrator; Barbara Saint André, Town Counsel; David
12 D’Amico, Deputy Director, Department of Public Services; Robert Hubbard, Economic Development
13 Specialist.
14

15 *****

16
17 At 6:32 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.
18

19 **At 6:33 PM Chairman Trindade moved that the Board enter executive session under Exemption 3 to**
20 **discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the**
21 **bargaining or litigating position of the public body and the chair so declares [Azalea Drive] with the**
22 **intent to return to public session; Selectman Foresto seconded. The chair did so declare. No**
23 **discussion. Roll Call Drive: 4-0-0 – Crowley, aye; Foresto, aye; Trindade, aye; White, aye.**
24

25 *****

26
27 At 6:44PM Chairman Trindade reconvened public session.
28

29 **Public Comments:** None.
30

31 **Presentation - ICMA Finance Performance Indicators:**

32 This presentation was postponed until a future meeting.
33

34 **Town Counsel Reappointment Request – Petrini & Associates, P.C.:**

35 *The Board reviewed correspondence from Town Counsel requesting reappointment.*
36

37 Ms. Barbara Saint André, Town Counsel, briefly reviewed the firm’s interaction with the Town since
38 2007. She indicated they have enjoyed working with Ms. Kennedy and other town officials, noting the
39 firm has provided the Town with a retainer account for basic Town Counsel services. The savings to the
40 Town in that regard has been over \$148,000 because individual fees have been paid through the
41 retainer. Other specific services involving litigation have produced additional costs which have been
42 kept under control.
43

44 Ms. Saint André respectfully asked the Board for another three-year appointment for Petrini and
45 Associates as Town Counsel. Ms. Kennedy stated she appreciates all the work provided, quick response
46 to questions, and could not say enough about how well it has worked out. The Board echoed these
47 sentiments.
48

1 **Chairman Trindade moved that the Board reappoint Petrini & Associates as Town Counsel for the Town**
2 **of Medway for a three-year term; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

3
4 **Approval – Sewer Easement – 70 Oakland Street:**

5 *The Board reviewed an Easement Deed relative to 70 Oakland Street.*

6
7 Ms. Barbara Saint André, Town Counsel, explained this action is for the Town to grant a sewer easement
8 so that an abutter to the Senior Center can tie into Town Sewer. Brief discussion followed. The Board
9 asked that the abutter return the land to its former condition, i.e., loam and seed the disturbed area
10 after the work is done.

11
12 Mr. D’Amico suggested that the deed be recorded at the Norfolk County Registry of Deeds before the
13 building permit is issued, and a copy of the recording be submitted with the permit application. The
14 Board concurred.

15
16 **Selectman Foresto moved that the Board approve the sewer easement for 70 Oakland Street as**
17 **presented and that proof of recording be provided before the issuance of a permit for the work;**
18 **Selectman Crowley seconded. No discussion. VOTE: 5-0-0.**

19
20 **Authorization of Chairman to Execute Contract with L. J. Boudreau Associates for Real Estate Appraisal**
21 **Services - \$14,900:**

22 *The Board reviewed the following information: (1) Contract; and (2) Original proposal.*

23
24 Present: Robert Hubbard, Economic Development Specialist.

25
26 Mr. Hubbard stated that a limited use appraisal establishes a value for the land assembling. A full
27 appraisal will likely be required at a later date if the Town moves forward with developing the property.
28 As for permitting issues, consideration needs to be given to availability of water and sewer. Without
29 those, few types of projects would work there, one of which would be a solar project.

30
31 Selectman Crowley asked for a checklist of what kinds of tasks are necessary. Ms. Kennedy stated that
32 one has been prepared by the Planning and Economic Development Board, and she will send it to the
33 Board.

34
35 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with L. J.**
36 **Boudreau Associates for real estate appraisal services related to the Oak Grove Title Work Plan in an**
37 **amount not to exceed \$14,900 pending the approval of the Town Accountant with respect to available**
38 **funds; Selectman White seconded. No discussion. VOTE: 5-0-0.**

39
40 **Authorization of the Chairman to Execute Contract for Catch Basin Cleaning – Truax Corporation --**
41 **\$80,000:**

42 *The Board reviewed the following information: (1) Memo, dated May 5, 2014, regarding contract; and*
43 *(2) Contract.*

44
45 Mr. David D’Amico stated this process is performed on an annual basis. This company came in with the
46 lowest bid, and they have worked with the Town before. Mr. D’Amico stated this particular company
47 uses a “clam shell” piece of equipment that removes the bulk of the debris at a much lower cost than
48 other companies with larger equipment.

1
2 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Truax**
3 **Corporation for catch basin cleaning services in an amount not to exceed \$80,000; Selectman**
4 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

5
6 **Authorization of the Chairman to Execute Contract for Household Hazardous Waste Collection**
7 **Services (May 17, 2014) – Clean Harbors Environmental Services, Inc. - \$10,000:**

8 *The Board reviewed the following information: (1) Memo, dated May 5, 2014, regarding contract; and*
9 *(2) Contract.*

10
11 Mr. David D’Amico stated this is the annual collection of hazardous waste items. He noted that
12 approximately 130 households participated in the collection.

13
14 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Clean**
15 **Harbors Environmental Services, Inc. for household hazardous waste collection services in an amount**
16 **not to exceed \$10,000; D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

17
18 **Authorization of the Chairman to Execute Contract for Tree Maintenance Service – Stumpy’s Tree**
19 **Service, Inc. - \$20,000:**

20 *The Board reviewed the following information: (1) Memo, dated May 5, 2014, regarding contract; and*
21 *(2) Contract.*

22
23 Mr. David D’Amico stated the Department of Public Services has used this company in the past. This
24 particular contract is on a “per tree” basis when there are specific trees that need to be taken down.

25
26 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Stumpy’s**
27 **Tree Service for tree removal services in an amount not to exceed \$20,000; Selectman White seconded.**
28 **No discussion. VOTE: 5-0-0.**

29
30 **Authorization to Expend Grant Funds – MassDEP Recycling Cart Grant - \$60,667:**

31 *The Board reviewed the following information: (1) Grant Expenditure Authorization Form; (2) Notice of*
32 *grant award, and (3) Grant agreement.*

33
34 **Selectman Foresto moved that the Board authorize the expenditure of the MassDEP recycling cart**
35 **grant in the amount of \$60,667; Selectman White seconded. No discussion. VOTE: 5-0-0.**

36
37 **Acknowledgement – Letter from Medway Shopping Center Regarding Proposed Traffic Signal – Route**
38 **109 Redevelopment:**

39 *The Board reviewed a letter, dated April 9, 2014, from Bethany Bartlett, Sherin Lodgen.*

40
41 Ms. Kennedy briefly reviewed the letter which asked the Board to sign off that additional plans will be
42 made available before moving forward. Selectman Crowley explained how the traffic flow through the
43 mall is a major concern to the Route 109 Design Committee and more information was requested.

44
45 **Approval – Petition for Change of License – Richard’s Casino Bar & Grill, Inc. from d/b/a Zio Paolo’s**
46 **Trattoria to d/b/a Derek’s Steak & Seafood:**

47 *The Board reviewed required ABCC (Alcoholic Beverages Control Commission) application forms.*
48

1 Present: Paul Winshman, business owner.

2

3 Mr. Winshman explained that this is just a name change, and Derek is his son who will be working on the
4 renewed restaurant project. He briefly described the change as a Southern inspired menu with all
5 recipes from the gulf coast, specifically, the Louisiana to Pensacola area. The ethnicity of the food is
6 unique and not found anywhere in the area. The new menu will likely take over within a couple of
7 weeks after Mother's Day.

8

9 Ms. Allison Potter, Assistant to the Town Administrator, stated there were no issues from the
10 perspective of Police Chief Tingley.

11

12 **Selectman Foresto moved that the Board approve the d/b/a name change of the restaurant to Derek's**
13 **Steak and Seafood as requested; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

14

15 **Approval – Common Victualler License Request – The Muffin House Café, Inc., 116 Main Street:**
16 *The Board reviewed application documents.*

17

18 Present: Mary Crowley, President, The Muffin House Café, Inc.

19

20 It is noted that as Ms. Crowley is his wife, Selectman Crowley has an interest in this business and
21 therefore recused himself from discussion and vote.

22

23 Ms. Mary Crowley stated that this is a long-time business that was sold to a new owner with a new
24 concept. The new menu will feature muffins, breakfast pastries, fresh bread, and sandwiches with
25 non-processed meat. Gluten-free items will be available.

26

27 **Selectman Foresto moved that the Board approve a Common Victualler license for The Muffin House**
28 **Café, Inc. to be located at 116 Main Street, Suite 1, which is the location of the former Coffee**
29 **Sensations, pending the receipt of any outstanding required documentation to complete the**
30 **application and all associated departmental approvals; Selectman D'Innocenzo seconded. No**
31 **discussion. VOTE: 4-0-1 – Crowley abstained from discussion and vote.**

32

33 **Approval – Braking Aids Ride – September 12, 2014:**

34 *The Board reviewed the following information: (1) Request, dated March 19, 2014; and (2) Police Chief's*
35 *recommendation, dated April 24, 2014.*

36

37 Ms. Allison Potter reported that Police Chief Tingley had no issues but did recommend the assignment of
38 a detail officer.

39

40 **Chairman Trindade moved that the Board approve the Braking Aids Ride through Medway on**
41 **September 12, 2014 provided that the organization arrange for a detail officer to be at the**
42 **intersection of Hill and Holliston Streets as recommended by the Police Chief; Selectman D'Innocenzo**
43 **seconded. No discussion. VOTE: 5-0-0.**

44

45 **Discussion – Amendment to Board of Selectmen's Alcohol License Policy – Special, One-Day Licenses**
46 **Section:**

47 *The Board reviewed a revised draft of the one-day license section of the Board's Alcohol License Policy*
48 *with deletions shown as strikethroughs and new language shown in **bold**.*

1
2 Present: Allison Potter, Assistant to Town Administrator; Police Chief Allen Tingley.
3

4 Ms. Potter explained that the Board had indicated an interest in revising this section of the policy to
5 feature a waiver of a requirement for a certified server. The ABCC does not require one for a one-day
6 license. As the policy stands now, the applicant would have to come to the Board for a waiver if they did
7 not have a certified server.
8

9 Ms. Potter noted that the Board's decision may rest on whether there is a cash bar at any event.
10 Chairman Crowley reminded the Board that its position was that a cash bar at an event implies that the
11 bar is designed to make a profit and thus a certified server would be appropriate.
12

13 Selectman Foresto moved that the Board approve the revised policy with respect to the verbiage on the
14 requirement for a certified server as presented; Selectman White seconded. No further discussion.
15 VOTE: 5-0-0.
16

17 **Approval of Warrants:**

18 *The Board reviewed Warrant 14-45S presented for approval.*
19

20 Selectman D'Innocenzo, Clerk, read aloud Warrant 14-45S, dated 5/8/14, as follows:
21

22	School Bills	\$	81,015.01
23	Town Payroll	\$	254,925.98
24	School Payroll	\$	<u>766,371.78</u>
25	TOTAL		\$1,102,312.77

26

27 **Selectman Foresto moved that the Board approve Warrant 14-45S as read; Selectman White**
28 **seconded. No discussion. VOTE: 5-0-0.**
29

30 **Town Administrator's Report:**

31 Representative Jeff Roy notified Ms. Kennedy of a \$22,000 earmark in connection with a hydraulic study
32 of Choate Park. Ms. Kennedy noted that this action has not been passed by neither the State Senate nor
33 the governor.
34

35 Ms. Kennedy presented an update to components of the LEAP (Local Energy Action Plan) designed to
36 increase communication and education.
37

38 Regarding the Redevelopment Authority, Mr. Parella is the suggested gubernatorial appointee. There
39 was a brief review of budget funding for Mr. Hubbard's salary, noting that, once the original line item
40 amount is depleted, there will need to be a funds transfer.
41

42 Brief discussion followed on whether the Board wanted to have the ICMA presentation on May 19. It
43 was decided to have that presentation at 6:30 AM on May 13 in order to accommodate member
44 schedules.
45

46 **Selectmen's Reports:**

47 Selectman White, Selectman D'Innocenzo and Chairman Trindade presented no report.
48

DRAFT

1 Selectman Foresto stated he would like to discuss an upcoming appointment to the Charles River
2 Pollution District at the next full meeting.

3

4 Selectman Crowley briefly reported that there are ten (10) requests for renting the Thayer House,
5 identifying three of the requests as Town functions, and the rest as Medway businesses or residents.

6

7 Regarding water and sewer rates, Selectman Crowley stated he would like to schedule some time for
8 Mr. Holder and other DPS staff to come in for a discussion. Ms. Kennedy reported that the Water and
9 Sewer Commission has asked for a joint meeting. On a related topic, Selectman Crowley asked if the
10 Finance Director could update the Board on the associated debt service.

11

12 Lastly, Selectman Crowley asked for a report from the Town Administrator Search Committee.

13 Selectman White stated that the committee will meet before Town Meeting. She noted that
14 background checks are being conducted right now, and then the short list will be determined.

15

16

17 **At 7:33 PM Chairman Trindade moved to adjourn; Selectman White seconded. No discussion.**

18 **VOTE: 5-0-0.**

19

20

21

22 Respectfully submitted,

23 Jeanette Galliardt

24 Night Board Secretary

DRAFT

MEDWAY BOARD OF SELECTMEN

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

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

Board of Selectmen's Meeting Minutes

May 13, 2014, 7:00 AM

Sanford Hall

Town Hall, 155 Village Street

Present: Chairman Glenn Trindade (7:37AM); Selectmen Dennis Crowley, John Foresto and Maryjane White; and Town Administrator Suzanne Kennedy.

Also in Attendance: Collector/Treasurer Melanie Phillips.

At 7:20 AM, Vice-Chairman Crowley called the meeting to order and led in the Pledge of Allegiance.

Public Comments: None

Presentation – ICMA Performance Indicators – Melanie Phillips, Finance Director:

Ms. Kennedy introduced the presentation by stating that work on it was initially undertaken two years ago as a project for an intern to complete. It is an ICMA template of financial indicators.

Ms. Phillips said that the template uses data that is also used by ratings agencies. She noted that because Massachusetts has Proposition 2 ½ in place, some of the data is not as relevant, but still worth looking at.

Slide 1 – Sources of Revenue – FY14 (as budgeted)

There was discussion about how much levy capacity was available. Ms. Phillips stated that there is approximately \$300,000 and this can be fully picked up in any year. Ms. Kennedy stated that the excess capacity will be around \$500,000 in fiscal year 2015. Mr. Crowley said he would like to phase in use of the excess capacity.

Mr. Foresto suggested gaining additional revenue through the local surcharge on the meals tax. Ms. Phillips recommended some of that revenue source be allocated to the Town's OPEB liability.

Slide 2 – Current Expenditures – FY14

Slide 3 – Property Tax Revenue

Ms. Phillips again stated the limited validity of this due data to Prop 2 ½. She also stated that her reference source for this information was the Dept. of Revenue website. She wanted to get all of the information from the same source for consistency.

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1 Mr. Foresto asked about the inflation factor. Ms. Phillips replied it is based on Consumer
2 Price Index.

3
4 Slide 4 – Uncollected Property Taxes – 2006-2013

5 Ms. Phillips noted that the uncollected taxes in 2006 were due in large part to the lateness
6 of the tax billing. For that reason, she did not include this in the trend analysis and stated
7 that the trend was favorable. She also noted that there still would have been a deficit in
8 2006 even if the tax bills were mailed on time.

9
10 Slide 5 – State Aid in Constant Dollars

11 Ms. Phillips noted the Town is losing ground in constant dollars. Mr. Foresto would like
12 the impact of state mandated expenditures reflected in the local budget, at least those with
13 the largest costs.

14
15 Slide 6 – State Aid as a Percentage of Operating Revenue

16 This is a relatively constant percentage. The trend is favorable. Mr. Foresto asked if this
17 was looked at more globally, for instance as compared to GNP. Ms. Phillips responded
18 that the debt exclusions impact the property taxes, which skews this a bit.

19
20 Mr. Trindade arrived at 7:37 AM.

21
22 Mr. Crowley noticed that the state aid was about the same in 2009 as it was in 2013. Ms.
23 Kennedy responded that the state is keeping dollars to fund increases in Medicaid and
24 other similar state programs. Mr. Crowley stated he would like to get educate the public
25 about the flat state aid numbers.

26
27 Slide 7 – Revenues Related to Economic Growth

28 Ms. Phillips stated this is declining and it is an unfavorable trend.

29
30 Slide 8 – Revenue per Capita – 2003-2013

31 Ms. Phillips noted that 80% of debt in Medway was debt excluded when she first came to
32 Medway; it is now 64%. Declining revenue is an issue. Ms. Kennedy stated flat state aid
33 is also an issue.

34
35 Mr. Foresto asked about the large increases in tax per capita. Ms. Phillips commented
36 that the debt exclusions would impact it and removing these would normalize the per
37 capita numbers.

38
39 Slide 9 – Revenue per Capita – Constant Dollars

40 Decreasing revenues per capita is a warning. The trend is favorable/marginal.

41
42 Slide 10 – Operating Expenditures per Capita

43 In constant dollars, this has been steady since 2005. The trend is favorable. The Town is
44 offering the same services for constant dollars.

45
46 Slide 11 – Expenditure Growth by Category – Actual

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1 The trend is favorable. The expenditures are constant from 2006 to 2012.
2
3 Slide 11B – Relative Growth by Expenditures
4 Education is the largest increase. The trend is favorable.
5
6 Slide 12 – Expenditure Growth by Category – Constant Dollars
7 The biggest increase is in debt service and fixed costs. Ms. Phillips reviewed the projects
8 contributing to the debt service. She stated the second biggest increase is in education.
9 Ms. Kennedy pointed out that the Town is still within the recommended range of debt.
10 Ms. Phillips said expenses have been held in check and the largest expenditures are going
11 to education and capital investment.
12
13 Slide 13 – Debt Service
14 The charts show debt service as percentage of general fund revenue and per capita/per
15 household. Ms. Phillips noted there is a small period in which the Town exceeds ten
16 percent, but otherwise the Town is under and on track. The trend is favorable.
17
18 Mr. Foresto asked where bonding agencies get their data. Ms. Phillips responded that the
19 municipality provides the data, which if followed up with a phone conversation to answer
20 any additional questions.
21
22 Ms. Kennedy said this can be an annual report to the Board.
23
24 Slide 14 – Long-term Debt
25 This slide shows the debt as a percentage of assessed valuation or per capita. The trend is
26 favorable.
27
28 Slide 14A – Long-term Debt – Excluded Debt as a Percentage of Tax Levy
29
30 Slide 15 – Revenue Per Capita – Actual v Constant Dollars
31 Ms. Phillips noted this is similar to other slides already presented. The trend is
32 favorable/marginal. She stated that even without Prop 2 ½, the Town is conservative.
33 She noted state aid is flat and there is a lack of new growth in local receipts.
34
35 Slide 16 – Reserves and Fund Balance
36 Ms. Phillips stated 2004-2006 was a challenge and this period was discounted for this
37 trend analysis. The trend is very favorable. There are strong free cash reserves, which is
38 important to the rating agencies.
39
40 Ms. Kennedy asked if Ms. Phillips would share this with the rating agencies and Ms.
41 Phillips responded that she would not due to the trend in growth revenues. She stated that
42 the positive financial situation for the Town is a direct result from the 2007 fiscal policies
43 adopted by the Selectmen.
44
45 Mr. Foresto asked if the Board should make it a policy to increase the reserves on an
46 annual basis. Ms. Kennedy replied that some money should be put aside each year. She

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1 recommended not using all of the free cash each year, even for capital projects. Some
2 should be saved. Ms. Phillips reminded the Board of the OPEB liability. Ms. Kennedy
3 said the meal tax could support this. A policy that directs a percentage of a specific
4 revenue source to fund the liability should be established. That should satisfy the rating
5 agencies as long as a minimum of \$75,000 to \$100,000 is set aside annually.

6
7 Mr. Trindade thought that the various funds should be renamed to better indicate their
8 purpose and to clearly identify the stabilization fund as not to be touched.

9
10 Answering a question about enterprise fund debt, Ms. Phillips stated that the rating
11 agencies assume these funds to be self-supporting and do not consider the debt. That is
12 not the case for Community Preservation Act funds due to the fact the state reimburses
13 the Town a portion and the percentages are variable.

14
15 Mr. Crowley asked where the state gets the funds it distributes to the CPA communities.
16 Ms. Kennedy speculated it is through the deeds excise. The Board asked for that to be
17 confirmed.

18
19 There was a brief break in the presentation to discuss the Special and Annual Town
20 Meetings on May 12.

21
22 Slide 17 – Rates by Purpose

23 This slide was a tax, water and sewer rate analysis for 2014. This is not part of the ICMA
24 template. Ms. Phillips developed it to show how the money is allocated. It would be an
25 informative slide for the State of the Town.

26
27 Mr. Foresto asked to see this data for a five-year period.

28
29 Slide 18 – 2014 Tax Rate

30 This showed the allocation of the tax rate by budget appropriation.

31
32 Slide 19 – Debt Service for Debt Exclusions

33 This slide showed that of the \$1.09 of the tax rate dedicated to this debt service, \$0.99
34 was for school projects. The other categories were library and sewer projects.

35
36 Slide 20 – 2014 Water Rate (\$5.61) Cost Analysis

37 Debt service for water mains is the largest portion of the associated costs for water. Mr.
38 Crowley asked for a five-year analysis.

39
40 Slide 21 – 2014 Sewer Rate (\$3.53) Cost Analysis

41 The Charles River Pollution Control District receives 43.9% of the rate, and this cost will
42 be rising.

43
44 Mr. Trindade asked that this presentation be given to the Finance Committee.

45

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1 Mr. Foresto asked what the process for implementing the local option meals tax is. Ms.
2 Phillips responded that it would require a vote of town meeting. Mr. Foresto asked if
3 there is any data on anticipated revenues. Ms. Phillips stated that when the local option
4 was first introduced estimates were provided. She recalled it being approximately
5 \$150,000. Mr. Foresto asked who is more impacted by it, the residents or those from out
6 of town. There was a discussion about how it is collected and distributed. Mr. Crowley
7 asked for information about towns that have implemented it.

8
9 Ms. Phillips concluded by summarizing that new growth revenues are the biggest
10 concern. Mr. Crowley added that the Town cannot rely on standard new growth to build
11 up the tax base. Ms. Phillips remarked that the Town will ultimately be facing cuts
12 without substantial new growth. The Board asked for a projection of how soon this
13 situation will become critical assuming the town maintains level services.

14
15 Mr. Foresto stated that this should be communicated to Town Meeting. Mr. Trindade
16 agreed that now is the time to begin educating the community about the situation.

17
18 The Board returned to its discussion about Town Meeting. It felt that communication on
19 major projects was done well. They were concerned that some were unaware of the
20 Registered Marijuana Dispensary zoning. There was discussion about how to reach more
21 of the Town. Ideas included social media and newsletters inserted with trash or water
22 bills.

23
24 Ms. Kennedy recommended the Board consider creating an enterprise account for the
25 new turf athletic fields. She said Ashland had special legislation enacted to allow for
26 this.

27
28 Mr. Crowley thought there should be more work done to explain the warrant articles for
29 Town Meeting attendees.

30
31 **At 8:35 AM, Mr. Foresto moved to adjourn, seconded by Ms. White, and it was**
32 **unanimously voted (3-0-0; Mr. Trindade departed prior to the vote).**

33
34

1 **Board of Selectmen's Meeting**
2 **June 16, 2014 – 6:30 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5
6
7

8 **Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (6:58 PM);**
9 **Glenn Trindade and Maryjane White.**

10
11 Also Present: Town Administrator Suzanne Kennedy; Carol Pratt, Town Accountant; Melanie Phillips,
12 Finance Director; Tom Holder, Director, Department of Public Services; David D'Amico, Deputy Director,
13 Department of Public Services; Sue Ellis, Human Resources Director; Susy Affleck-Childs, Planning and
14 Economic Development Coordinator; Stephanie Bacon, Health Agent; Donna Greenwood, Principal
15 Assessor.

16
17 *****

18
19 At 6:30 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.
20

21 **Public Comments:** None.
22

23 **Appointment – William Kennedy, Zoning Board of Appeals:**

24 *The Board reviewed the following information: (1) Resume from William J. Kennedy; and (2) Email,*
25 *dated May 1, 2014, from David Cole, Chair of Zoning Board of Appeals.*
26

27 Mr. William Kennedy introduced himself, noting that he moved to Medway in September, has a real
28 estate business and was interested in volunteering in the community.
29

30 **Selectman Trindade moved that the Board approve the appointment of William J. Kennedy to the**
31 **Zoning Board of Appeals for a three-year term to expire on June 30, 2017; Selectman Foresto**
32 **seconded. No discussion. VOTE: 4-0-0.**
33

34 **Appointment – Peter Monego, Medway Cultural Council:**

35 *The Board reviewed the following information: (1) Letter of interest and resume from Peter Monego; and*
36 *(2) Email, dated May 19, 2014, from Audrey Ritter, Chair of Medway Cultural Council.*
37

38 Mr. Peter Monego, 165 Holliston Street, stated he has a bachelor's degree in economics and master's
39 degree in public policy and wanted to get involved in community affairs. He also plays a guitar and
40 believes his combination of interest and experience will benefit the Town.
41

42 **Selectman Trindade moved that the Board approve the appointment of Peter Monego to the Medway**
43 **Cultural Council for a three-year term to expire on June 30, 2017; Selectman Foresto seconded. No**
44 **discussion. VOTE: 4-0-0.**
45

46 **Approval – State Revolving Fund Loan (MWPAT), \$3,690,000:**

47 *There were no back-up materials.*
48

1 Ms. Melanie Phillips stated that this is the first approval in the process. The interim loan is for 1.5%, but
2 the full amount has to be approved by the Board. Chairman Crowley confirmed that there is
3 opportunity to reassess financing for future projects in this group.
4

5 **Selectman Trindade moved that the Board of Selectmen approve the issuance of a bond or bonds in**
6 **an aggregate principal not to exceed \$3,690,000 pursuant to Chapters 29C and 44 of the General Laws**
7 **and a vote of Town Meeting passed May 13, 2013 as Article 11 for a drinking water project identified**
8 **in such vote; that in anticipation of the issuance of the Bond, the Treasurer is hereby authorized to**
9 **issue an interim loan note or notes in an aggregate amount not to exceed \$3,690,000. Selectman**
10 **Trindade moved that each Bond or Note is to be issued as a single registered security and sold to the**
11 **Massachusetts Water Pollution Abatement Trust and the Treasurer is authorized to determine the**
12 **date, the form, the maximum interest rate and the principal maturities of each Note or Bond and is**
13 **authorized to execute a Financing Agreement(s) with the Trust with respect to the sale of the Bonds**
14 **and Notes, such date, form and maturities and the specific interest rate of the Bonds and Notes to be**
15 **approved by a majority of the Board of Selectmen and the Treasurer and evidenced by their execution**
16 **of the Bonds or Notes. Selectman Trindade further moved that all action taken to date by the Town**
17 **and its officers and agents to carry out the Project and its financing, including the execution of any**
18 **loan commitment or agreement by the Treasurer and the other appropriate Town officials are each**
19 **hereby authorized to take any and all actions necessary and convenient to carry out the provisions of**
20 **this vote, including execution and delivery of the Financing Agreement (s) and the Project Regulatory**
21 **Agreement relating to the project. Selectman Foresto seconded the sequence of motions. At the**
22 **request of the Board, Ms. Phillips briefly reviewed the interest rates. Mr. Holder briefly described the**
23 **project. VOTE: 4-0-0.**
24

25 **Authorization of Chairman to Execute Contract – Gravity Construction Co., Adams Street and Village**
26 **Street Water Main Replacement, \$1,093,401.50:**

27 *The Board reviewed the following information: (1) Scope of Work memorandum, dated June 16, 2014,*
28 *from Tom Holder, DPS Director; and (2) Contract excerpt. It is noted that the full contract document was*
29 *available at the meeting.*
30

31 Mr. Tom Holder stated that the work is scheduled to commence once school is dismissed for the
32 summer, beginning with Adams Street and then to Village Street. Brief discussion followed, noting that
33 work on the nearby athletic fields will be done simultaneously. Mr. Foresto inquired about the
34 comparison bids. Mr. Holder stated that this information had been provided at a prior meeting. He
35 added that although he had not worked with Gravity before, the references obtained were all good and,
36 further, that the project came in under budget.
37

38 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with**
39 **Gravity Construction Co. for water main replacement project on Adam and Village Streets in an**
40 **amount not to exceed \$1,093,401.50; Selectman Foresto seconded. No discussion. VOTE: 4-0-0.**
41

42 **Authorization of Chairman to Execute Contract – Weston & Sampson, Construction Engineering**
43 **Services Water Main Replacement Project, \$148,600:**

44 *The Board reviewed the following information: (1) Scope of Work memorandum, dated June 16, 2014,*
45 *from Tom Holder, DPS Director; and (2) Contract.*
46

47 Mr. Tom Holder stated that this contract is for the work as oversight relative to Adams Street and Village
48 Street projects. Chairman Crowley expressed concern that the fee of approximately 14% of the total

1 contract amount seemed excessive; however, Mr. Holder explained that such a fee was quite common.
2 Brief discussion followed.

3
4 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with**
5 **Weston & Sampson for construction engineering services related to the FY14 water main replacement**
6 **project in the amount of \$148,600; Selectman Foresto seconded. No discussion. VOTE: 3-1-0 –**
7 **Crowley opposed.**

8
9 **Authorization of Chairman to Execute Change Order – Gale and Associates, \$58,000:**

10 *The Board reviewed Change Order #3 – Additional Site Presence Services.*

11
12 Mr. Holder explained that there was a desire to have much more site presence by the engineer, 40 hours
13 per week, during the refurbishment of the athletic field as well as installation of new synthetic turf.
14 Discussion followed. The Board asked that Mr. Holder provide the background information on the
15 specific appropriations and Town Meeting action relative to projects and contracts submitted for
16 approval in the future.

17
18 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with Gale**
19 **Associates, Inc. for the provision of an engineering design professional on site in an amount not to**
20 **exceed \$57,600; Selectman Foresto seconded. Brief discussion followed. VOTE: 5-0-0.**

21
22 **Town Administrator Recognitions:**

23 At this time, Ms. Kennedy expressed her appreciation to several staff members for excellence in service.
24 She noted that such recognition often is bestowed on department heads, but instead opted to recognize
25 other individuals who went “above and beyond” in the performance of their duties:

26
27 Melanie Phillips, Finance Director, and Carol Pratt, Town Accountant – Ms. Phillips was one of the best
28 hires in Ms. Kennedy’s professional career. Ms. Pratt was hired as Assistant Town Accountant but took
29 over as Town Accountant after two years. Both women have been instrumental in taking the Town from
30 junk bond days to a rating of A+ in a period of ten years.

31
32 Fred Sibley – Mr. Sibley started his career in Chicago and later in Manhattan. He has a masters’ degree
33 in landscape architecture. He has worked for the Town for 37 years, and is currently the operations
34 manager for environmental services for the Department of Public Services. A recent project involved
35 the construction of walking trails and plantings near Choate Park.

36
37 Sue Ellis – The labor relations environment was not good when Ms. Kennedy came to Medway, but Ms.
38 Ellis and Mr. Jeff Roach have helped make that a much smoother operation. The work with the union is
39 now harmonious and productive.

40
41 David D’Amico – Mr. D’Amico is an invaluable assistant to the DPS Director and equally invaluable to Ms.
42 Kennedy. Each year during budget development process, he is on target with energy consumption,
43 Energy Team, net metering, as well as development of the Town’s Capital Plan.

44
45 Michael Travolino, Greg Vinton, and Tom Irwin – Officer Travolino has been instrumental in the
46 development of training and curriculum. Officers Vinton and Irwin have been attending training to
47 become paramedics, often on their own time. All three spend significant time responding to calls when
48 off duty.

1
2 School Resource Officer Grimes has been a senior police officer for 33 years, 14 of them served as
3 resource officer for the schools. Detective Matthew Reardon has been involved in many high profile
4 investigations, often overseeing department IT operations keeping departmental records and email
5 systems functioning. Officer Paul McLaughlin is a highly-motivated motorcycle officer and has
6 participated in numerous investigations and arrests. He has served as part of the Metro motorcycle
7 response unit for funerals, dignitary escort, and security details including the search for the marathon
8 bomber and the visit of President Obama after the bombing.

9
10 Lastly, staffers in Ms. Kennedy's office – Ms. Allison Potter who recently completed a masters' degree in
11 public administration and Ms. Karen Kisty who attended the Suffolk Center for Public Management, a
12 program designed for prospective Town Administrators. They will be excellent support for the next
13 Town Administrator.

14
15 **Authorization of Chairman to Execute Contract with Sansoucy for Appraisal Services, \$20,202:**

16 *The Board reviewed the following information: (1) Memorandum from Donna Greenwood, Assessor,*
17 *regarding the scope of work; and (2) Contract.*

18
19 Present: Ms. Melanie Phillips, Finance Director; and Ms. Donna Greenwood, Principal Assessor.

20
21 Ms. Phillips reported that this work is necessary to update utility values and confirmed for the Chair that
22 funding for same was in the approved budget. It was noted that Town Counsel has approved the
23 contract. Brief discussion followed.

24
25 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with**
26 **George E. Sansoucy, P.E., Inc. for engineering consulting and valuation services in an amount not to**
27 **exceed \$20,202 contingent upon receipt of acceptable certificate of insurance; Selectman Foresto**
28 **seconded. No discussion. VOTE: 5-0-0.**

29
30 **Authorization of Chairman to Execute Contract with RKG Associates, Inc. for Zoning Bylaw Revisions,**
31 **\$20,250:**

32 *The Board reviewed the following information: (1) Letter, dated February 28, 2014, from Judi Barrett*
33 *(RKG Associates) regarding proposed zoning bylaw revisions as a result of zoning diagnostic; (2) Email,*
34 *dated March 3, 201, from Judi Barrett regarding contract for zoning revisions; (3) Contract and (4) Letter,*
35 *dated April 1, 2014 regarding results of zoning diagnostic.*

36
37 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with RKG**
38 **Associates, Inc. for revisions to the zoning bylaws in an amount not to exceed \$20,202; Selectman**
39 **White seconded. It was noted that the funds were approved by Town Meeting in May but cannot be**
40 **spent until after July 1. Ms. Barrett intends to do a complete reorganization of the bylaw. Her**
41 **presence at the hearing and any subsequent work is part of the original contract. VOTE: 5-0-0.**

42
43 **Approval – Conservation Restriction, Parcel A/Williamsburg Condominium Development:**

44 *The Board reviewed the following information: (1) Memorandum, dated June 10, 2014, from Susy*
45 *Affleck-Childs, Planning and Economic Development Coordinator; (2) Related correspondence from Town*
46 *Counsel dated April 2, 2014; and (3) Conservation Restriction documents.*

1 Ms. Susy Affleck-Childs stated the Williamsburg Condominium Development was approved by the
2 Planning Board in 2009 as an open space residential development. Parcel A is one of the open space
3 parcels closest to the street. The Condominium Association owns the property but the Conservation
4 Restriction will be under the jurisdiction of the Town and the Conservation Commission. It was noted
5 that Town Counsel reviewed the Conservation Restriction as well as the Conservation Commission.
6

7 **Selectman Trindade moved that the Board approve and accept the Conservation Restriction relative**
8 **to the Williamsburg Condominium development as presented; Selectman White seconded. No**
9 **discussion. VOTE: 5-0-0.**

10
11 **Approval – Inter-Municipal Agreement Medway/Millis for Shared Energy Manager, Associated State**
12 **Contract and Associated Grant Award, \$50,000:**

13 *The Board reviewed the following information: (1) Intermunicipal agreement between the towns of*
14 *Medway and Millis relative to shared energy manager; (2) Notice of Grant Award from the Department*
15 *of Energy Resources, \$50,000: and (3) State Contract.*

16
17 Present: Ms. Susy Affleck-Childs, Planning and Economic Development Coordinator; and Ms. Carey
18 Bergeron, Chair, Energy Commission.
19

20 Ms. Affleck-Childs explained that Medway is one of 30 communities who received the grant. The Board
21 must complete three actions in the process: (1) Accept the grant award; (2) Authorize the Chairman to
22 execute the state contract and (3) Agree to execute the agreement with the Town of Millis for the
23 shared position. She further confirmed that the cost to Medway, \$18,700, had been approved at TM
24 and includes funds for incidentals as well as salary. In response to Chairman Crowley's inquiry as to the
25 scope of work for this position, Selectman Foresto explained that an initial baseline would be performed
26 relative to each building's consumption; next the individual would work with department heads to
27 determine energy-saving goals and opportunities. He/she would also oversee the solar contract. The
28 focus will not only be on reducing energy costs but also on changing the habits of the community.
29 Brief discussion followed. It was noted that the grant is good for one year and includes education and
30 outreach. There will be an office in each community.
31

32 **Selectman Trindade moved that the Board accept the grant award of \$50,000 from the Massachusetts**
33 **Department of Energy Resources for purposes of hiring an Energy Manager to be shared by the towns**
34 **of Medway and Millis, and, further, to authorize the Chairman to execute the Memorandum of**
35 **Agreement with the Town of Millis for the shared energy manager position and to execute the required**
36 **State contract with the Massachusetts Department of Energy Resources; Selectman Foresto seconded.**
37 **VOTE: 5-0-0.**

38
39 **Approval – One-Day Entertainment License Request, VFW Auxiliary; July 12, 2014:**

40 *The Board reviewed the following information: (1) Notice of Grand Award; and (2) Email, dated April 23,*
41 *2014, from Sarah Soan, Budget Analyst – Department of Veterans' Services.*
42

43 **Selectman Trindade moved that the Board approved a grant from the Massachusetts Department of**
44 **Veterans' Services related to the Vietnam War Moving Wall project in an amount of \$15,000;**
45 **Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

46
47 **Approval – Medway Community Farm 5K Fundraiser; June 21, 2014:**

1 *The Board reviewed the following information: (1) Application for Public Event; and (2) Memorandum,*
2 *dated June 9, 2014, from Police Chief Tingley.*

3
4 **Selectman Foresto moved that the Board approve the 5K Fundraiser for the Medway Community**
5 **Farm scheduled for June 21, 2014 with the proviso that all the conditions set forth in Police Chief**
6 **Tingley’s memorandum of June 9, 2014 are met; Selectman Trindade seconded. No discussion.**
7 **VOTE: 5-0-0.**

8
9 **Discussion – Food Truck Operation, Choate Park:**

10 *The Board reviewed the following information: (1) Approval letter granted by Parks & Recreation*
11 *Commissioners to William and Michelle DaCruz; (2) Email, dated June 11, 2014, from David D’Amico; (3)*
12 *Email, dated June 12, 2014, from Town Counsel; and (4) Related photographs.*

13
14 Present: David D’Amico, Deputy Director, Department of Public Services; Stephanie Bacon, Health
15 Agent; Robert Reagan, Parks Commissioner.

16
17 Chairman Crowley explained that a resident asked him about the truck and he knew nothing about it.
18 Mr. Reagan reported that the vendor came to him after visiting the Board of Health, and the Parks
19 Commission thought the truck would enhance use of the park by offering refreshments and food. Mr.
20 D’Amico stated they wanted to reach out to the Friends of Choate Park and various camp groups who
21 use the park. No one thought it was a bad idea. At the meeting, the Park and Recreation approved it,
22 and both Selectman Trindade and Selectman D’Innocenzo were present at that meeting. The vendor
23 agreed that he would not be in the park when there were events at the Thayer House, as well as
24 competing with other vendors at the park. Mr. Reagan added that the vendor was also given a three-
25 month trial period.

26
27 Selectman Foresto expressed concern that the Town is paying for the electricity that the vendor uses.
28 He also expressed concern about procurement procedures that would allow other vendors an
29 opportunity to also situate their business in the park area. His third concern is liability. Because the
30 vendor is on Town property, the Town is likely at risk. Mr. D’Amico responded that the vendor has all
31 necessary insurances and the police department did a background check. He submitted copies of the
32 insurance forms.

33
34 Ms. Kennedy stated that Town Counsel research discovered that this situation falls under a Hawkers and
35 Peddlers License section, which is not under the jurisdiction of the Board of Selectmen. Even though the
36 vendor has a state license, the business still needs to have appropriate permits from the local permitting
37 authority which, in this case, is the Parks Commission.

38
39 Selectman White expressed concern for CORI checks on the vendor and any staff, given that he is
40 situated in a park frequented by children and families. She also wondered if the visible propane tank
41 would be an attraction to vandals. She reported that a recent sign advertising free coffee caused
42 congestion on that road.

43
44 Selectman Trindade suggested that the three-month trial period presents an opportunity to see how it
45 works out and the matter can be revisited then.

1 Selectman Crowley summarized that the Board does not have a say at this point, but it would like to be
2 informed of future efforts. Permission had not been granted for the sign. Ms. Kennedy stated that she
3 will ask Town Counsel to review the insurance paperwork.

4
5 **Fiscal Year 2015 Board/Commission/Committee (Re) Appointment:**

6 *The Board reviewed the FY2015 Appointment Spreadsheet.*

7
8 Board members were encouraged to submit new names or corrections to the Town Administrator, and
9 the resulting list will be reviewed at the next Board meeting.

10
11 **Fiscal Year 2015 Board of Selectmen Liaison Designations:**

12 *The Board reviewed the FY2014 liaison designation list.*

13
14 Brief discussion followed on the existing assignments. Only two changes were made – Selectman
15 Trindade and Chairman Crowley swapped Town Counsel and Water & Sewer Commission slots. The final
16 list is as follows:

17
18 Board of Selectmen
19 Liaison Positions
20 FY 2015

21		
22	Affordable Housing Commission	Glenn Trindade
23	Affordable Housing Trust	Glenn Trindade
24	Board of Assessors	Dennis Crowley
25	Board of Health	Richard D’Innocenzo
26	Board of Library Trustees	John Foresto
27	Cable Advisory Committee	John Foresto
28	Capital Improvement Planning Committee	Dennis Crowley
29	Community Preservation Committee	Maryjane White
30	Conservation Commission	Glenn Trindade
31	Constables	John Foresto
32	DPS Facility Study Committee	Glenn Trindade
33	Economic Development Board	Maryjane White
34	Finance Committee	Dennis Crowley
35	GATRA	Maryjane White
36	Housing Authority	Richard D’Innocenzo
37	MBTA Advisory Board	Richard D’Innocenzo
38	Medway Community Farm	Glenn Trindade
39	Medway School Building Committee	Dennis Crowley
40	Norfolk County Advisory Board	Maryjane White
41	Open Space	Glenn Trindade
42	Park Commission	Richard D’Innocenzo
43	Planning and Economic Development Board	Glenn Trindade
44	School Committee Rep	Dennis Crowley
45		Richard D’Innocenzo
46	SWAP	Glenn Trindade
47	Town Clerk	Maryjane White
48	Town Counsel	Dennis Crowley
49	Town Moderator	Glenn Trindade
50	Town Wide Energy Committee	John Foresto
51	Tri County Vocational School	Glenn Trindade

3
4
5 **Selectman Trindade moved that the Board approve the FY15 liaison list, as amended; Selectman**
6 **Foresto seconded. No discussion. VOTE: 5-0-0.**

7
8 **Action Items from Previous Meetings:**

9 *The Board reviewed a list of ongoing Action Items.*

10
11 Chairman Crowley stated that, going forward, not every item on the list will be reviewed at each meeting,
12 but encouraged members to speak up on particular items when a progress report was important.

13
14 **Approval of Warrants:**

15 *The Board reviewed Warrant 14-51.*

16
17 Selectman D’Innocenzo, Clerk, read aloud Warrant 14-51, dated 6/19/2014 as follows:

18
19 Town Payroll \$ 305,698.71
20 School Payroll \$ 868,034.66
21 TOTAL \$1,173,733.37
22

23 **Selectman Trindade moved that the Board approve the Warrant as read; Selectman White seconded.**
24 **No discussion. VOTE: 5-0-0.**

25
26 **Approval of Minutes:**

27 *The Board reviewed draft minutes from the following Selectmen meetings: 2014 – March 4, March 15,*
28 *March 17, March 18, March 24, April 15, May 12, and May 19.*

29
30 Review of the minutes was postponed until another meeting.

31
32 **Town Administrator’s Report:**

33 Ms. Kennedy stated there will be another contract in connection with Mr. Sansoucy for a tri-annual
34 valuation. The assessor will want to complete that project in early September. This amount has been
35 budgeted, and the contract is being prepared. She asked the Board to have a short meeting to approve
36 that contract, possibly by the end of June.

37
38 The Board reviewed a mockup of the suggested banner for the VFW, and due to its size and content, it
39 will not work as designed. Following brief discussion, **Selectman Foresto moved that the Board**
40 **authorize the Chair to negotiate the banner content for the VFW; Selectman Trindade seconded. No**
41 **further discussion. VOTE: 5-0-0.**

42
43 Lastly, Ms. Kennedy reported that money to be appropriated for unexpended balances for continuing
44 Community Preservation Act appropriations is somewhere between \$10 and \$20 million dollars.

45
46 **Selectmen Reports:**

47 No report from Selectman D’Innocenzo, Selectman Trindade or Selectman White.
48

1 Chairman Crowley stated the contract for the parking lot project at the middle school did not include the
2 lighting; the contract needs to be executed now so that the work can be completed before school begins
3 in the fall. The lighting work may come in as a change order. He asked if Town Counsel could review the
4 contract in time for the Board to consider it at a meeting on Friday, June 20, at 7:30 AM.

5
6 Both Human Resources and Town Counsel have reviewed the contract for the new Town Administrator
7 with only minor changes. Chairman Crowley will call Mr. Michael Boynton to arrange a meeting to sign
8 the contract with a suggested start date of July 28, 2014.

9
10 **Approval – Pledge of License and Proposed Manager – VIVAAN LLC d/b/a One Stop Convenience, 76**
11 **Holliston Street (Liquor license transfer from The Little Store):**

12 *The Board reviewed supplemental information to the original liquor license transfer application,*
13 *specifically, a vote of Corporate Board Authorizing License Pledge, and the Manager Application.*
14

15 It was noted that the supplemental documentation was to correct an error in the original paperwork.

16
17 **Selectman Trindade moved that the Board approve the pledge of liquor license request associated**
18 **with the liquor license transfer from JANL Corp. doing business as The Little Store, 76 Holliston Street,**
19 **to VIVAAN LLC, doing business as One Stop Convenience, same location, which was approved by the**
20 **Board following a public hearing on April 22, 2014; Selectman D’Innocenzo seconded. No discussion.**
21 **VOTE: 5-0-0.**

22
23 **Selectman Trindade moved that the Board approve Hardik B. Patel as the manager of VIVAAN LLC**
24 **d/b/a One Stop Convenience, 76 Holliston Street; Selectman Foresto seconded. No discussion. VOTE:**
25 **5-0-0.**

26
27 **Next Meeting:**

28 The next regular meeting of the Board of Selectmen will be Monday, July 7 at 6:30 PM.
29
30

31 **At 8:19 PM Selectman Trindade moved to adjourn; Selectman Foresto seconded. No discussion.**
32 **VOTE: 5-0-0.**

33
34
35
36 Respectfully submitted,
37 Jeanette Galliardt
38 Night Board Secretary

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

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

Board of Selectmen's Meeting Minutes

June 30, 2014, 7:30 AM

Sanford Hall

Town Hall, 155 Village Street

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

Also attending: Melanie Phillips, Finance Director, Treasurer, Collector; Donna Greenwood, Principal Assessor.

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

Public Comments: None

Approval – Ambulance Enterprise Accounts Receivable Write-Off - \$610,477.30

The Board had a document prepared by the Town Accountant detailing the outstanding receivables.

Ms. Phillips said that due diligence was performed to collect these receivables but only approximately 10% was collected. The rest is uncollectable. The Board asked questions about why more collections could not be made and whether other collection agencies were contacted to pursue the outstanding receivables. Ms. Phillips explained the steps the Town took. She noted that even the Town's current vendor would not pursue these receivables, some of them dating back to the early 2000s. She assured them that billing is done correctly now and that such a large write-off would not be necessary again. The current collection rate is 94%. Mr. Crowley felt the more recent receivables should be pursued through a collection agency.

Mr. Foresto moved that the Board authorize writing-off ambulance enterprise account receivables in the amount of \$160,477.30, as presented, seconded by Ms. White, and it was unanimously voted (3-0-0).

Approval – FY15 Indirect Cost Agreement for Town Enterprise Funds

The Board had the proposed agreement and supporting documentation of the allocations.

Ms. Kennedy stated that this is a memorialization of the calculations used by the Town Accountant. The auditors had suggested the enterprise fund allocations be approved annually by the Board of Selectmen and Water/Sewer Commission, as appropriate.

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1 There was brief discussion among the Board members about the accuracy of the actual
2 allocations. There was a request to postpone action on this item until more review could
3 take place.

4
5 **Authorization of Chairman to Execute Contract for Appraisal Services – Sansoucy -**
6 **\$44,000**

7 The Board had the proposed contract for its review.

8
9 **Mr. Foresto moved, seconded by Ms. White, to authorize the Chairman to execute a**
10 **contract with Sansoucy for appraisal services in the amount of \$44,000; after the**
11 **following discussion, it was unanimously voted (3-0-0).**

12
13 The Board asked questions about the appraisal services to be undertaken. Ms.
14 Greenwood answered that it was for utilities and easements. Ms. Phillips added that it
15 was necessary to submit this to the Dept. of Revenue for certification purposes. Ms.
16 Greenwood said the Sansoucy proposal was significantly less than the other vendor that
17 submitted a proposal. Sansoucy will be starting from scratch to perform the assessments,
18 doing field work to add and delete assets for the utilities. Mr. Crowley asked if it would
19 result in additional tax revenue. Ms. Greenwood answered that it would.

20
21 **Authorization of Chairman to Execute Contract Amendment with Robert Hubbard**
22 **for Continued Redevelopment Authority Services**

23 The Board had the proposed amendment and original contract for its review.

24
25 Ms. Kennedy said that Mr. Hubbard is available to work another three months as the
26 Redevelopment Authority Director, at which time he should be able to hand the project
27 off to the new Community Development Director.

28
29 **Mr. Foresto moved, seconded by Ms. White, to authorize the Chairman to execute a**
30 **contract amendment with Robert Hubbard for continued redevelopment authority**
31 **director services through September 30, 2014; it was unanimously voted (3-0-0).**

32
33 **Authorization of Chairman to Execute Contract with Petrini & Associates, P.C. for**
34 **Town Counsel Services for a Three-Year Term**

35 The Board had the proposed contract for its review.

36
37 **Mr. Foresto moved, seconded by Ms. White, to authorize the Chairman to execute a**
38 **contract with Petrini & Associates for Town Counsel services for a three-year term;**
39 **it was unanimously voted (3-0-0).**

40
41 **Approval – End of Year Budget Transfer Request – Council on Aging**

42 Ms. Kennedy explained that due to the charge back of the taxes associated with the senior
43 tax work-off program and higher than budgeted heating costs, there is a shortfall in the
44 current year Council on Aging budget. The request is to transfer \$3,000 from the Town
45 Accountant's budget to the Council on Aging budget. Ms. Kennedy commented that this
46 should have been picked up by the Director sooner and she had every expectation this

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1 would not recur next year. She also mentioned they are looking into whether the Finance
2 Committee also needs to approve the transfer.

3
4 **Mr. Foresto moved, seconded by Ms. White, to authorize the transfer from Dept.**
5 **135 to Dept. 541 to cover overruns in the Fiscal Year 2014 budget; it was**
6 **unanimously voted (3-0-0).**

7 8 Approval – Amendment to Town Administrator’s Contract

9 Ms. Kennedy stated the Board should have copies of the proposed amendment, which
10 would extend her contract through July 25. The new Town Administrator, Michael
11 Boynton, will start July 28. Ms. Kennedy stated the terms provide her with the same
12 salary and deferred compensation Mr. Boynton will be receiving. Town Counsel has
13 reviewed the amendment.

14
15 **Mr. Foresto moved to authorize the Chairman to sign the contract amendment to**
16 **extend the employment of the Town Administrator through July 25; Ms. White**
17 **seconded; Mr. Crowley made a friendly amendment that clarified that the**
18 **amendment to the contract was approved by Town Counsel; it was unanimously**
19 **voted (3-0-0).**

20 21 Approval – Mass. School Building Authority Initial Compliance Certification for 22 McGovern School Project – Accelerated Repair Program

23 Ms. Kennedy advised the Board that part of the Mass. School Building Authority
24 (MSBA) requirements for its Accelerated Repair Program for the McGovern School
25 project include submission of an Initial Compliance Certification, which must be signed
26 by the Superintendent of Schools, Chair of the School Committee and Chair of the Board
27 of Selectmen. Ms. Kennedy provided the Board with the form, which has been signed by
28 the Dr. Evans and Ms. Borgatti. Ms. Kennedy stated it is a \$1 million project to replace
29 the windows. The MSBA reimbursement would be approximately 50%. The Town must
30 indicate it has the funding to do the initial feasibility study and design, the cost of which
31 will be transferred to the grant, but paid initially out of School Choice funds. The
32 estimate is \$35,000 to do the study. Ms. Kennedy said the School must also provide the
33 MSBA with its routine and capital maintenance plan. The Board indicated it would like
34 to see this plan. Mr. Foresto thought it might be an opportune time to resurrect the
35 combined facilities maintenance concept and asked that the new Town Administrator be
36 apprised of this matter.

37
38 There was brief discussion about the school budget and the declining school enrollment.

39
40 **Mr. Foresto moved to authorize the Chairman to execute the agreement with the**
41 **MSBA to allow for the School Department to qualify for the Accelerated Repair**
42 **Program; seconded by Ms. White, and unanimously voted (3-0-0).**

43
44 Mr. Crowley asked why Bill Pride’s constable appointment form was unsigned by the
45 Selectmen and asked that it get signed by the Board members. It was noted that none of
46 the constables submit an income report to the Town Clerk or turn in a percentage of their

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1 fees to the Treasurer as required by Mass. General Law (MGL). Mr. Crowley stated that
2 the constables should receive a letter notifying them that they will not be reappointed if
3 they do not comply with the MGL requirement.

4
5 Ms. White asked that the Town provide a letter to the Coopers for the portrait donations
6 to the Town for tax write-off purposes. She said she would provide the necessary
7 information to draft the letter. Mr. Foresto also asked for such a letter for Dan Hooper,
8 who donated a screen to be used at the Thayer Homestead, approximate value \$400.

9
10 The Board changed its next meeting date from July 7 to July 14. Mr. Crowley also
11 wanted to note that the reason for the a.m. meeting was due to the fact he was traveling to
12 the Cape for vacation today.

13
14 Ms. Kennedy stated that replacements would be needed on the School Building
15 Committee. She would be replaced by the new Town Administrator and Jim MacLean
16 would replace Dave Verdolino.

17
18 Mr. Crowley asked if the Board needs to approve the amendment to the contract for the
19 lighting component of the Middle School parking lot improvements. Ms. Kennedy said it
20 was unnecessary for the Board to execute these contracts, as Counsel has stated that the
21 Building Committee has the authority to execute them. However, since the Board
22 approved the contract with J.H. Lynch, it should probably approve the amendment.

23
24 Ms. Kennedy said that she would be releasing the report on the consolidation of the land
25 use departments and boards to the press. There was brief discussion about the change in
26 staffing pattern that would result. Ms. Kennedy stated the Building Commissioner,
27 Health Agent and Conservation Agent and an administrative assistant would remain in
28 Town Hall and that the Community Development Director, Planning Administrator and
29 an administrative assistant would be housed in the office at the Middle School. Mr.
30 Crowley asked Ms. Kennedy to let the Superintendent know that there would now be
31 three people in that office instead of the two that were previously anticipated.

32
33 **At 8:40 AM, Mr. Foresto made a motion to adjourn; second by Ms. White;**
34 **unanimously voted (3-0-0).**

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'Innocenzo, Clerk
Glenn Trindade, Member
Mary Jane White, Member*

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

6 **July 7, 2014, 7:30 AM**

7 **Sanford Hall**

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

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

12
13 Also attending: Melanie Phillips, Finance Director; Thomas Holder, Director -
14 Department of Public Services

15
16 At 7:30 AM, Chairman Crowley called the meeting to order and led the Pledge of
17 Allegiance.

18
19 **Public Comments:** None

20
21 **Authorization of Chairman to Execute Contract for Construction of Athletic Fields**
22 **- RAD Corporation - \$3,804,000**
23

24 **Dr. D'Innocenzo moved that the Board authorize the Chairman to execute the**
25 **contract with RAD Corporation for the construction of athletic fields in the amount**
26 **of \$3,804,000, seconded by Mr. Trindade; after the following discussion, it was**
27 **unanimously voted (4-0-0).**

28
29 Chairman Crowley asked for a breakdown of the project. Selectman D'Innocenzo
30 explained that the contract encompassed upgrades to the track and resurfacing of the
31 Hanlon Field as well as construction of two proposed athletic fields. Selectman Foresto
32 asked for confirmation that contract covered all 3 projects as set forth in Town Meeting
33 warrants – yes. Chairman Crowley then inquired as to the associated warranty which was
34 explained by both Selectman D'Innocenzo and DPS Director Holder as a warranty for 8
35 years with an additional insurance policy which would assume warranty coverage were
36 the contractor to go out of business. Mr. Holder added that Gale Associates would be
37 conducting a 6 month, 12 month and 18 month review of field conditions which should
38 pick up on any potential issues early on. Chairman Crowley countered that the RAD
39 contract's insurance provision specified a 1 year period only; Mr. Holder explained this
40 was typical for all construction contracts. Town Administrator Kennedy asked in whose
41 possession the copy of the additional insurance policy be held to which Selectman
42 D'Innocenzo responded that said copy had been included in the bid submittal.
43

44 Mr. Holder assured the Board that Town Counsel had reviewed the contract.
45

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1 Mr. Holder reported that the intent was for RAD Corporation to commence preparations
2 on this date upon notification that contract had been executed. Selectman Trindade then
3 noted that the contract called for "Field Turf" which had been reviewed by the Evaluation
4 of Parks, Fields, and Recreation Areas Committee at a recent visit to Gillette Stadium;
5 however, RAD has proposed an alternate brand which, although the consultant Gale
6 Associates deemed met the Town's technical specifications, didn't look or feel
7 comparable. Mr. Holder reported that the Attorney General's Office rendered an opinion
8 that the proposed substitute material could be rejected for "look and feel". Further, Mr.
9 Holder indicated he would notify the contractor in writing that the Town, having been
10 clear that "Field Turf" was its preferred material, it would not accept the proposed
11 substitution. He reminded the Board that there would be a minimum of 21 days between
12 order placement and delivery about which everyone needed to be mindful in
13 consideration of target project completion by Labor Day. He confirmed that the alternate
14 proposed was not a sub-par material and that Rob Pearl, Athletic Director for the Schools,
15 had indicated he would be satisfied with the equivalent turf material.

16
17 After much discussion involving strategy surrounding who would have leverage were the
18 Board to hold off signing the contract as planned at this meeting; confirmation of the
19 Attorney General's opinion; whether or not RAD Corporation might have based its bid
20 on the proposed equivalent rather than "Field Turf" and what, if any, additional cost may
21 be incurred for "Field Turf"; confirmation that both the 8 year warranty and the
22 supplemental warrant policy held for each option; Mr. Holder provided the Board with
23 samples of both of the turf materials in question. He reiterated his opinion that the Town
24 would have no leverage over the contractor without a signed contract and that scheduling
25 was a real concern given the time constraints to have everything completed in 149 days,
26 as required.

27
28 Town Administrator Kennedy asked whether or not RAD Corporation was aware of this
29 potential issue; Mr. Holder replied that they certainly know that "Field Turf" was the
30 specified material. He raised the related issue that, were the Town to begin negotiating
31 with RAD with respect to the product, as well as any potential price difference, the others
32 who had bid would likely file a bid protest. Discussion followed as to the contingency
33 contained in the budget (\$140,000) versus the potential price difference for "Field Turf"
34 which could run \$40,000 per field.

35
36 Mr. Holder was advised to review the situation with Town Counsel, discuss matter with
37 Gale Associates, and then contact RAD.

Approval – Interfund Borrowing For Athletic Fields Project - \$2,300,000

38
39
40
41 **Mr. Foresto moved that the Board approve the interfund borrowing for the athletic**
42 **fields in the amount of \$2,300,000, seconded by Mr. Trindade; after the following**
43 **discussion, it was unanimously voted (4-0-0).**

44
45 Ms. Phillips explained that the Town is permitted to borrow the greater of the total of the
46 Stabilization Fund, Free Cash or 1% of the budget. Chairman Crowley asked if this was

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1 a short-term borrowing; Ms. Phillips stated that it was not, but was instead the Town
2 borrowing from itself.

3 4 **Discussion – Groundbreaking for Athletic Fields**

5
6 Selectman Trindade reported that he had requested this item be added to the agenda to
7 ensure that a proper groundbreaking ceremony be held to kick-off this project. It was
8 discussed that invitations to attend would be extended to the press; representatives from
9 the Evaluation of Parks, Fields and Recreation Area Committee; Parks Commission;
10 School Committee; Community Preservation Committee; and legislative delegation.

11 12 **Authorization of Chairman to Execute Contract for Public Health Nursing Services** 13 **with Salmon Home Care, LLC - \$14,150**

14
15 Ms. Kennedy explained that this was an annual contract which provided for flu clinic
16 administration as well as public health intervention and educational programs. She
17 confirmed for Chairman Crowley that funding was provided for in the approved budget
18 and that no grant funding had been received in the past when these services had
19 previously been provided by the Milford VNA.

20
21 **Mr. Foresto moved, seconded by Mr. Trindade, to authorize the Chairman to**
22 **execute a contract amendment with Salmon Home Care, LLC for continued public**
23 **health nursing services in the amount of \$14,150; it was unanimously voted (4-0-0).**

24 25 **Thayer House Caretaker**

26
27 Ms. Kennedy reported that she would not be moving forward with the hire of the current
28 caretaker candidate but would, instead, be advising Human Resources to re-advertise to
29 fill the position. Both Labor Counsel and the incoming Town Administrator had been
30 consulted on the matter, and a signed agreement with the current candidate already
31 provided for his vacating of the property.

32
33 **At 8:20 AM, Mr. Trindade made a motion to adjourn; second by Mr. D’Innocenzo;**
34 **unanimously voted (4-0-0).**

AGENDA ITEM #11

Town Administrator's Report

AGENDA

ITEM #12

Selectmen's Reports