

Board of Selectmen

John A. Foresto, Chair

Maryjane White, Vice-Chair

Richard A. D'Innocenzo, Clerk

Dennis P. Crowley

Glenn D. Trindade



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

November 23, 2015, 6:30 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session – Exemptions 3: To discuss strategy with respect to litigation where an open meeting may have a detrimental effect on litigating position of the Town [4-5 Kingson Ln] and Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town [4-5 Kingson Ln and 6 Industrial Park Road]
- Public Comments

Other Business

1. Donation Acceptance and Authorization to Expend Donation Funds – Rt 109 Pocket Parks – Up to \$30,000
2. Acceptance of Deed from Charles River Village LLC
3. Street Acceptances – Pine Meadow Rd and Lantern Ln
4. Authorization of Chairman to Execute Green Communities Annual Report
5. Authorization of Town Administrator to Execute Contract Amendment with Compass Project Management, Inc. Relative to the New DPS Facility - \$42,900
6. Approval – One-Day Liquor License Applications
 - a. Cassidy – Thayer Homestead – 11/25/15
 - b. Lambirth – Thayer Homestead – 11/29/15
 - c. Katz – Thayer Homestead – 9/4/16
7. Action Items from Previous Meeting
8. Approval of Warrants
9. Approval of Minutes

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

10. Town Administrator's Report

11. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

December 7, 2015 ---- Regular Meeting

December 21, 2015 ---- Regular Meeting

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

AGENDA

ITEM #1

Donation Acceptance and Authorization to Expend Donation Funds – Rt 109 Pocket Parks – Up to \$30,000

Associated back up materials attached.

- Donation Notice Form

Proposed motion: I move that the Board accept donations to support the Rt 109 pocket parks and the expenditure of said donations not to exceed \$30,000.

**TOWN OF MEDWAY
NOTICE OF DONATION FUND**

DEPARTMENT: DPS DATE: 11/19/2015

PERSON RESPONSIBLE FOR EXPENDITURE: David D'Amico

NAME OF DONATION: RT 109 Pocket Parks

SOURCE OF FUNDS: Individual gifts and donations-monetary and non-monetary.

INITIAL AMOUNT: \$ 30,000.00

DURATION: 2 years

DESIGNATED PURPOSE: The RT 109 Design Committee has been soliciting donations for construction of several pocket parks along the construction corridor. Mechnic Street Park is the first. Two cash grants/gifts were received totally \$3,300. In addition, labor, plantings, and mulch have all been donated. This fund allows the acceptance of such gifts and awards for this purpose.

ARE MATCHING TOWN FUNDS REQUIRED? No, but additional costs not covered by gifts or grants is likely.

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

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS TO BE USED:
Charges could be placed in the RT 109 Reconstrction article approved at the May 2015 Annual Town Meeting. Not likely to exceed \$40,000 total.

ANY OTHER EXPOSURE TO TOWN?
As noted above. Some liability exposure for new parks constructed on private property easements.

BOARD OF SELECTMEN: _____

ACTION DATE _____

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

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

AGENDA

ITEM #2

Acceptance of Deed – Conveyance of Open Space Parcel at Charles River Village

Associated back up materials attached.

- Memorandum from Susy Affleck-Childs, Planning and Economic Development Coordinator, dated November 13, 2015
- *Definitive OSRD Layout Plan “Charles River Village”* prepared by Faist Engineering, Inc. [revised May 30, 2013]
- Quitclaim Deed

Proposed motion: I move that the Board of Selectmen accept the deed from Charles River Village LLC to convey to the Town of Medway, the 4.18 acre Open Space Parcel B as shown on the *Definitive Plan Charles River Village Open Space Residential Development*, last revised May 30, 2013, also known as 0 Charles View Lane, Parcel 70-002-0100, for the purposes of conservation and open space.



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

UPDATED MEMORANDUM

November 13, 2015

TO: Board of Selectmen
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator
RE: Acceptance of conveyance of open space parcel at Charles River Village



BACKGROUND – In March 2011, the Planning and Economic Development Board approved an open space residential development (OSRD) special permit to develop a 13 unit, permanent private way, single family home condominium community known as Charles River Village. The decision was later modified to downsize the development to 11 units. The applicant and developer was Charles River Village LLC/John Claffey. The site, located at 6 Neelon Lane, is 7.6 acres in size. The new private roadway is Charles View Lane. The approved project included one “development” parcel (3.43 acres) and one “open space parcel” (4.18 acres). *See attached Sheet of the endorsed plan.*

As part of the plan review and approval process, the applicant had proposed and the Conservation Commission agreed in principle to accept the conveyance of the above noted open space parcel. The Commission was particularly interested in this property because it directly abuts the Charles River.

CURRENT STATUS – The developer is working toward project completion and close-out. As part of that process, the developer needs to finalize the conveyance of Open Space Parcel B to the Town. Per the PEDB decision, that conveyance needs to occur before the Town will issue the occupancy permit for the final dwelling unit.

At its October 27, 2015 meeting, the Planning and Economic Development Board voted its determination of satisfaction with the construction of the required pathway/trail on Open Space Parcel B. At its meeting on November 12, 2015, the Conservation Commission voted to accept the conveyance of Open Space Parcel B. The next step is for the Board of Selectmen to vote to accept the conveyance of Parcel B. *A copy of the deed is provided.*

NEXT STEPS

1. **REQUEST** – I request that the Board of Selectmen consider this matter at its November 23, 2015 meeting.
2. **RECOMMENDED MOTION** – I move that the Board of Selectmen accept the deed from Charles River Village LLC to convey to the Town of Medway, the 4.18 acre Open Space Parcel B as shown Definitive Plan Charles River Village Open Space Residential Development, last revised May 30, 2013, also known as 0 Charles View Lane, Parcel 70-002-0100, for the purposes of conservation and open space.
3. **SIGN ACCEPTANCE OF DEED document.** *See attached.*



Zone Regulations:
 Zoning: AGRICULTURAL RESIDENTIAL I (AR-1)
 Lot Requirements:
 Min. Lot Area: 22,000 SF
 Min. Frontage: 150 LF
 Front Yards: 35 LF
 Side Yards: 15 LF
 Rear Yards: 15 LF
 Min. Lot Shape Factor:
 Less Than or Equal to 22

GENERAL NOTES:
 1. ALL WATER MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE TOWN OF MEDWAY WATER DEPARTMENT REGULATIONS.
 2. CONTRACTOR TO CONTACT DIG-SAFE BEFORE PRIOR TO ANY CONSTRUCTION. (1-888-DIG-SAFE)
 3. LOCATION OF ALL UTILITIES SHALL BE DETERMINED IN THE FIELD, BY THE RESPECTIVE UTILITY COMPANIES (GAS, ELECTRIC, CABLE, & TELECOM). THE APPLICANT AND/OR SITE CONTRACTOR SHALL BE RESPONSIBLE TO ACCURATELY LOCATE THE UTILITIES DURING CONSTRUCTION, PRIOR TO BACKFILL, SUCH THAT THE ACTUAL LOCATION CAN BE ACCURATELY REPRESENTED ON THE AS-BUILT DRAWINGS.

DIG-SAFE NOTE:
 1. CONTRACTOR REQUIRED TO NOTIFY TWO (2) HOURS PRIOR TO ANY ON-SITE EXCAVATION OR CONSTRUCTION AT 1-888-244-7233. CONTRACTOR SHALL ALSO NOTIFY LOCAL WATER AND SEWER DEPARTMENTS TO MARK OUT THEIR UTILITIES.

DEED NOTES:
 1. APPLICANT IS PROPOSING TO MAKE A PAYMENT INTO THE TOWN OF MEDWAY AFFORDABLE HOUSING FUND TO COMPLY WITH THE REQUIREMENT TO PROVIDE TWO (2) AFFORDABLE UNITS.
 2. SHELING UNIT & DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON FIELD CONDITIONS ENCOUNTERED DURING CONSTRUCTION. ALL FINAL UNIT LOCATIONS MUST COMPLY WITH OSRD SETBACK AND SPECIAL POINT DESIGN REQUIREMENTS.

RESERVED FOR REGISTRY USE
 TOWN OF MEDWAY PLANNING & ECONOMIC DEVELOPMENT BOARD

[Signature]
 DATE: 1/11/13

L. MARYGANE WHITE, CLERK OF THE TOWN OF MEDWAY, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE THIRTY (30) DAY PERIOD AFTER SUCH PROCEEDING AND RECORDING OF SAID NOTICE.
[Signature]
 TOWN CLERK

COMMENTS:
 THE DEVELOPMENT IS SUBJECT TO A COVENANT TO BE RECORDED AT THE REGISTRY OF DEEDS.



DEFINITIVE OSRD LAYOUT PLAN
"CHARLES RIVER VILLAGE"
OSRD DEFINITIVE PLAN
 IN
MEDWAY, MASSACHUSETTS

DRAWING SCALE: 1" = 40'
 DATE ISSUED: NOVEMBER 20, 2012
 REVISION DATE: FEBRUARY 15, 2013
 MAY 30, 2013
 PREPARED FOR: CHARLES RIVER VILLAGE, LLC
 P.O. BOX 1
 MEDWAY, MA 02053
 (508) 326-7505
 PREPARED BY: FAIST ENGINEERING, INC.
 67 HALL ROAD
 STURBECK, MA 01566
 Phone/Fax: (508) 864-6882
 E-mail: dfaist@faisteng.com

QUITCLAIM DEED

Charles River Village LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts having its usual place of business at 800 Washington Street, Holliston, Massachusetts 01746

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

grants to **THE TOWN OF MEDWAY, ACTING BY AND THROUGH ITS CONSERVATION COMMISSION**, Town Hall, 155 Village Street, Medway, Norfolk County, Massachusetts for conservation and open space purposes

with **QUITCLAIM COVENANTS**

The land in Medway, Norfolk County, Massachusetts shown as 'OPEN SPACE PARCEL "B"' on a plan of land entitled, 'Definitive Plans "Charles River Village" Open Space Residential Development (OSRD) in Medway, Massachusetts Date: November 20, 2012 Revise Dates: February 15, 2013 May 30, 2013 O'Driscoll Land Surveying Co.' recorded with the Norfolk County Registry of Deeds in Plan Book 624, Page 5.

Said Open Space parcel B contains 4.18 acres of land, more or less, according to said plan.

Being a portion of the premises conveyed to Grantor by Deed recorded with the Norfolk County Registry of Deeds in Book 31487, Page 392.

SIGNATURE AND NOTARY ON THE FOLLOWING PAGE

This sale is not a sale of all or substantially all of the assets of Charles River Village LLC.

IN WITNESS WHEREOF, the said Charles River Village LLC has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John F. Claffey, its Manager this 22nd day of October, 2015.

Charles River Village LLC

By: John F. Claffey - Manager
John F. Claffey, Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

October 22, 2015

On this 22nd day of October, 2015, before me, the undersigned notary public, personally appeared John F. Claffey, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Charles River Village LLC.

William D. Sack
, Notary Public

My Commission Expires:



ACCEPTANCE OF DEED

Acceptance of the foregoing deed was approved by the Town of Medway Board of Selectmen pursuant to the vote of the Board of Selectmen on _____, 2015.

John Foresto, Chairman

Glenn Trindade

Maryjane White

Dennis Crowley

Richard D'Innocenzo

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared the members of the Board of Selectmen for the Town of Medway proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as members of the Town of Medway Board of Selectmen.

Notary Public
My commission expires: _____

AGENDA

ITEM #3

Street Acceptances – Pine Meadow Rd and Lantern Ln

Associated back up materials attached.

- Order of Acceptance prepared by Attorney Amanda Zuretti of Petrini & Assoc.

Proposed motion: I move that the Board of Selectmen order the acceptance of Pine Meadow Road and Lantern Lane in their entireties pursuant to Article 16 of the November 16, 2015 Fall Town Meeting and Chapter 387 of the Acts of 2011, and direct that the Order of Acceptance, together with original street acceptance plans, be recorded at Norfolk County Registry of Deeds within 30 days of the Town Meeting vote, in accordance with the provisions of said Chapter 387.

TOWN OF MEDWAY BOARD OF SELECTMEN
Order of Acceptance of Pine Meadow Road and Lantern Lane
in their entireties as Public Ways

WHEREAS, The General Court enacted Chapter 387 of the Acts of 2011 "An Act Relative to Municipal Acceptance of Roads within a Subdivision in the Town of Medway", (hereinafter: Chapter 387), and

WHEREAS, **Pine Meadow Road and Lantern Lane** in their entireties are constructed roads in the residential subdivision shown on a definitive subdivision plan titled "Pine Meadow II Definitive Subdivision Plan" in Medway, Massachusetts, approved by the Town of Medway Planning and Economic Development Board and recorded at Norfolk County Registry of Deeds in Plan Book 549 of 2006 as Plan No. 28, as revised in Plan Book 565 of 2007 as Plan No. 93, and as further revised in Plan Book 583 of 2008 as Plan No 36; and

WHEREAS, the Town of Medway has fully complied with the requirements of Chapter 387 for the municipal acceptance of said roads as public ways; which compliance includes submittal of written certification and plans by the Medway Planning and Economic Development Board to the Medway Board of Selectmen, and the Board of Selectmen holding of a public hearing on November 2, 2015, after having given prior written notice thereof by first class mail, postage prepaid, to the owners of record of each property abutting the roads, as appears from the municipal records, and notice by newspaper publication, and acceptance of said streets by vote under Article 16 of the Town of Medway November 16, 2015 Fall Town Meeting;

NOW THEREFORE, BE IT ORDERED THAT:

1. The Board of Selectmen has determined that it is in the public interest to accept Pine Meadow Road and Lantern Lane Pine Meadow Road in their entireties from Station 0+00 beginning at its intersection with Fisher Street, running easterly through to its end at Station 4+95.60 and Lantern Lane in its entirety from station 0+00 beginning at its intersection with Pine Meadow Road running northerly through to its end at Station 3+17.93 as shown on the Street Acceptance Plan for Pine Meadow Road and Lantern Lane, Pine Meadow II Subdivision, dated August 26, 2015 prepared by O'Driscoll Land Surveying Company of Medway, MA" to be recorded herewith, as public ways in accordance with said determination, and the Medway Board of Selectmen hereby accepts

the following roads shown on said street acceptance plan as public ways with the fee ownership thereof to vest with the Town, subject to easements of record prior to this acceptance:

Pine Meadow Road
Lantern Lane

2. Together with ownership of the following easements shown on said street acceptance plans, as well as all pipes, structures and other improvements located within said roadways or easements as shown on the street acceptance plans, upon recordation of this Order of Acceptance and said street acceptance plans at Norfolk County Registry of Deeds, as provided in Chapter 387:

20' wide drain easement on Lot 1
Drain easement on Lot 2
10' wide tree easement on Lots 1, 2, 3, 4, 5, 6A and 7A

3. The Board of Selectmen directs that this Order of Acceptance, together with the original above-referenced street acceptance plans, be recorded at Norfolk County Registry of Deeds within 30 days of the Town Meeting vote, in accordance with the provisions of said Chapter 387.

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AGENDA

ITEM #4

Authorization of Chairman to Execute Green Communities Annual Report

Associated back up materials attached.

- Memo prepared by Bob Weiss, Energy Manager
- Medway's Green Communities Annual Report

Proposed motion: I move that the Board authorize the chairman to execute the Green Communities annual report as presented.



TO: Allison Potter
FROM: Robert Weiss, Medway Energy Manager
DATE: November 17, 2015
SUBJECT: Green Communities Annual Report, FY 2015

RW

Allison,

Attached is the Town of Medway's Green Communities Annual Report for the Board of Selectmen to review and for John Foresto to sign. The report is a summary of the Town's energy performance with respect to the five criteria that must be met to achieve its Green Community designation.

This year's report is summed up in the Narrative located on the third page (Criterion 3, box #6) and the Table 2 on the fourth page. They describe a slow steady increase in energy usage since our baseline year of 2009. During the past year the energy manager has been monitoring this trend and the rationale behind those numbers. An informal assessment shows that the Town's buildings, vehicles and facilities have increased their use, which, in turn, increases the energy use of the facilities. Over the next few months I will conduct a more formal and detailed survey of facility use to enable the Town to target specific strategies to address the causes.

Table 4 shows the Energy Conservation Measures (ECMs) the Town has taken since 2009 to reduce our energy usage. Included in this year's report are the 193 LED street light retrofits conducted by DPS and the Energy Management System installed at the Memorial Elementary School. Both of these ECMs, should yield significant savings in FY 2016 and beyond. Table 6, the Town's Vehicle Inventory shows a net gain in vehicles in the past 3 years, which contributes greatly (11.7% vehicle use increase) to our Town's increase.

There are also tables indicating our municipal solar production (Criterion 3, Table 5) and the Town's performance keeping track of new structures built under the state's Energy Stretch Code (Criterion 5, Table 7).

I plan on attending the Board meeting of the 23rd, in case members have any questions.

Thank you,
Bob Weiss

rweiss@townofmedway.org

GREEN COMMUNITY ANNUAL REPORT

1) In order for a municipality to maintain its Green Community Designation and be eligible for the next available Green Communities funding opportunity, annual reports must be submitted **no later than December 4, 2015 for the reporting period July 1, 2014 – June 30, 2015**. Late reports may deem a community ineligible.

2) Please be certain to address all areas in full. If certain requested information does not apply, then please note it as "N/A."

3) Please follow the instruction for reporting on each Criteria on the individual Criterion Excel Sheets.

4) If you have any questions on these reporting requirements, please contact your DOER Green Communities Regional Coordinator (RC). The objective is to have a dialogue with Green Communities staff **BEFORE** the report is due so that minimal follow-up with the municipality is required after the due date.

5) Print, fill out completely, and submit a signed copy of this page of the completed annual report as a PDF via the online system.

6) Submit your community's full Excel file electronically as Excel via the online system with any other supporting files. **This page must be signed, made into a PDF, and submitted as a separate file.** Please submit only **one Excel file** for the annual report. DOER will not accept multiple spreadsheets

7) NOTE: In the case of any criteria violations(e.g. a vehicle purchased that does not meet the fuel efficient vehicle policy), the municipality will be asked to provide a corrective action plan. A first-time violation will be factored into consideration when DOER awards funds under the next available Green Communities funding opportunity. A second violation will prohibit the municipality from being eligible for any funds in the next available Green Communities funding opportunity.

8) Fields highlighted in yellow should be completed by Green Communities.

9) Fields highlighted in green have been pre-populated by the Regional Coordinators

Date Designated:	December-10
Date of Annual Report Submission	
Name of Preparer of Annual Report	Robert Weiss
Title	Energy Manager
Municipality Name	Medway

I confirm that I have reviewed this report and verify all information is true.

Signature of Chief Executive Officer

John Foresto ↑
Sign here.

The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter. Any signatures of designees will be considered an attestation that the signatory has been designated the designee by the municipality.

Criteria 1 and 2

Type of as-of-right siting approval received:

R&D & MFR & Solar

Type of expedited permitting approval received:

Local

REGULATIONS (zoning & permitting):

1) Have any significant changes been made to the zoning district(s) for which the community received Green Communities designation? Significant changes, such as changes to the geographic extent of the district, allowed uses, and dimensional requirements, would impact the ability to construct a qualifying clean energy use in the district. Overlay districts, such as water protection districts that impose special permitting requirements, count as significant changes.

If yes, attach a letter from municipal counsel that describes the changes, outlines any potential impact on the siting of clean energy projects, and affirms continued compliance with the Green Communities As-of-Right Zoning and Expedited Permitting criteria, as well as a revised zoning map. Please select YES or NO in the dropdown on the right. If YES, attach letter from municipal counsel.

NO

2) Have any significant changes been made to site plan, design, or other development review criteria or any permit review procedures that would impact the ability to permit qualifying clean energy uses as-of-right and in a timely manner? Significant changes would be anything that pertains to the "by-right" nature of the zoning or to the amount of time necessary to review required permits.

If yes, attach a letter from municipal counsel that describes the changes, illustrates any potential impact on the siting of clean energy projects, and affirms continued compliance with the Green Communities As-of-Right Zoning and Expedited Permitting criteria. Please select YES or NO in the dropdown on the right. If YES, attach letter from municipal counsel.

NO

3) Has the space designated for "as-of right" development for which the community received Green Communities designation been reduced?

Please select YES or NO in the dropdown on the right. If YES, explain what has happened since the community applied for, and received, Green Communities designation and describe any plans the community may have to make such development feasible again

YES

There is a reduction in the area designated for "as-of-right" development for Solar PV, in our Industrial II District. The primary properties within this zoning district is owned by Exelon West Medway which operates a peaker power plant. Exelon has proposed an expansion of their operations which is in the permitting process. Areas which allow the "as-of-right" siting for R&D and Manufacturing remain unchanged.

PERMITTING:

Have any clean energy projects applied for approval under the zoning for which the community received Green Community Designation?

NO

Please select YES or NO in the dropdown on the right. If YES, fill out or update Table 1 below:

<p align="center">Table 1 Expedited Permitting Projects (Please add rows as required) Click here to view a sample version of this table.</p>									
PROJECT NAME	Type (Generation (Capacity), R&D, and/or Manufacturing)	As-of-right designated location	Applicant	Project Description	Permit(s) (use as many rows as required)	Status	Date Submitted	Decision Date	Other Pertinent Information
N/A									
To insert additional rows, select this row, right-click, and select "Insert."									

Criterion 3 Instructions: Complete Steps 1-7 Below

1. Read and complete all questions below.

2. Complete Table 2: Progress

Please complete Table 2 on next page. ALL categories are required, with the exception of open space.

Fuel use from all vehicles, including those characterized as exempt AND non-exempt under Criterion 4, must be included.

Renewable Energy is a fuel source and the amount of renewable energy consumed by the Green Community must be included.

For MassEnergyInsight Users: the easiest way to populate this table is to look at the ERP Guidance Table 3b (MMBTU) for each year. Enter the category totals and the grand total. Any null energy use should be assigned to the proper category or at least be consistent across the years. Please note if baseline numbers have changed due to any adjustments made in MEI, and, if so, what those adjustments were. **Please verify that Table 2 matches the information in Table 3 (or MassEnergyInsight if using it to report).**

WEATHER NORMALIZED DATA - For the first time this year, DOER will allow Green Communities to choose to assess their progress using weather-normalized data. Beginning next year, progress will ONLY be assessed using weather-normalized data. Green Communities must use a DOER-approved weather normalization methodology. Qualifying methods include use of MassEnergyInsight or Energy Star Portfolio Manager. Please contact your Regional Coordinator for assistance if you use a different energy-tracking tool.

Enter weather-normalized total energy consumption for each year of your ERP in Table 2, Row 14. In MassEnergyInsight, this information is available in the Baseline - Weather Normalized report.

To include a percentage of the energy use of a Regional School district, please include 3 versions of Table 2: one for the combined and final totals, one for the municipality alone, and one for the RSD (in its entirety, noting the applicable percentage).

3. Complete Table 3: Energy Use

REMEMBER TO LOG ALL diesel, gasoline, heating oil and propane energy usage, as well as renewable energy usage that is NOT net-metered, into MEI prior to providing a date that your data is complete. Also, confirm that Table 3 in MEI matches the data provided in Table 2.

If your community uses MassEnergyInsight (MEI) to provide data for Table 3, provide the date the information in MassEnergyInsight was last verified. By including a date below, you are **confirming that the information in MEI is accurate and complete (including all fuels and renewable energy)** and that you wish to report your Green Community annual energy usage directly through MEI. If your community does not use MEI, please complete "Crit 3 - Tbl 3 Non-MEI User Only."

10/15/2015

4. Complete Table 4: Energy Conservation Measures (ECMs)

Update your ECMs in Table 4 by: 1) changing the status and status date for any ECMs already included, 2) adding any new ECMs, 3) and providing an ECM type in Column F.

If your community uses an Energy Management Services (EMS) Agreement, your EMS annual report may be used to fulfill your Green Communities Annual Report Table 4 requirement. Please provide the date it was filed with DOER, or the date it will be filed if filing is anticipated in the next six months. Other efficiency measures undertaken independently of the performance contract should be reported using Table 4. All other portions of the Green Communities Annual Report must be completed.

DATE:

5. Complete Table 5: Renewable Energy Projects

Update your RE projects in Table 5 by: 1) changing any status dates, 2) adding, in bold, any new RE projects, and 3) drawing a line through any RE projects that have been abandoned.

Does your Green Community use any energy produced by renewable energy within your community? For example, solar PV systems installed on school or municipal buildings, RE PPAs in which the town buys the electricity, or renewable thermal. Please select YES or NO in the dropdown on the right. If YES, complete Table 5.

YES

6. Provide a Narrative

Provide a brief narrative explaining changes seen and what is anticipated for the next year. Any notes on successes or challenges are welcome.

Sample Narrative: Our buildings have a 12 percent decrease in energy use and the vehicles have a 4 percent reduction. We have implemented projects in the Town Hall and would have expected larger savings. We are investigating this. We are also intending to implement a large retrofit at the drinking water treatment plant this year that should yield a significant level of savings.

The Town installed 193 LED street lights in January, 2015 and saw a continued, though slight, decrease in energy usage in Street and Traffic Lights. A further decrease is expected after the new lights have been in use for a full year in FY 2016. Our Open Space usage increased significantly due to the installation of lighting at a new sports field. Our Vehicles usage climbed significantly. During the past 3 years we have added 28 vehicles to the inventory and have retired only 15. Since achieving a 33% decrease in energy use in FY 2012, our buildings' usage has increased 2% over our FY 2009 baseline. The energy manager will be looking into this during FY 2016, beginning with a survey of building use over the past five years. It is suspected that an increase in the number of hours Town and school buildings have been used may be the cause of the fuel increase. We will look into similar situations for the increase in open space - recreation and the 12% increase in Water and Sewer. In FY 2016, a new Energy Management System will come on line (September, 2015) at our Middle School and should help reduce our buildings' energy usage.

7. Building Stock Changes

Please describe any building stock changes that have occurred since your GC baseline year. Include the year and whether any changes are a replacement, addition, removal or renovation. Include any changes in square footage for additions. Please see Appendix A in Criterion 3 Guidance, available here: [Link to Appendix A in the ERP Guidance.](#)

NA

Criterion 3 Step 2: Complete Table 2 - Progress

Table 2: Timeline of Annual Municipal Energy Use

	Baseline MMBtu	Year 1 MMBtu	Year 2 MMBtu	Year 3 MMBtu	Year 4 MMBtu	Year 5 MMBtu	Year 6 MMBtu	Year 7 MMBtu	For Most Recent Year: Change vs. Baseline (%)
Note Fiscal or Calendar Year	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015		
Buildings	42,311	36,080	38,620	28,051	37,395	39,631	43,242		-2%
Water/Sewer & Pumping	2,735	2,720	2,699	2,437	2,835	2,832	3,169		-16%
Open Space (optional)	82	92	95	101	98	112	239		-191%
Vehicles	5,532	5,318	6,084	5,572	6,290	6,725	7,030		-27%
Street and Traffic Lights	721	721	719	719	714	627	620		14%
TOTAL ENERGY CONSUMPTION (NO Weather Normalization)	51,381	44,931	48,217	36,880	47,332	49,927	54,300	0	-6%
TOTAL ENERGY CONSUMPTION (Weather-Normalized)	49,547	48,455	47,013	41,833	48,600	48,797	48,608		-3%

Criterion 3 Step 4: Complete Table 4 - ECMs

[Click here to view a sample version of this table](#)

ECMs		Financial Data					Reference Data	
Building/Site Name	Energy Conservation Measure Name	Projected Annual Cost Savings (\$)	Total Installed Cost (\$)	Green Community Grant (\$)	Utility Incentives (\$)	Net Cost (\$)	Funding Source(s) for Net Costs	Source for Projected Savings
Schools	Building Automation Systems	\$ 55,178	Incl. above	\$ -		incl. above	GenFund	GenFund
Schools	Heating & cooling controls	\$ 7,374	Incl. above	\$ -		incl. above	GenFund	GenFund
Library	Heating & cooling controls	\$ 3,112	\$ 31,700	\$ 28,100	\$ 3,600	\$ 28,100	GCG	GenFund
Senior Center	Hot water boiler controls	\$ 1,703	\$ 3,962	\$ 3,962	\$ -	\$ 3,962	GCG	GenFund
Police Station	New HVAC Controls	\$ 3,230	\$ 12,500	\$ 9,000	\$ 650	\$ 11,850	GCG	GenFund
Library	Rooftop units (2)		\$ 22,540	\$ 20,940	\$ 1,600	\$ 20,940	GCG	GenFund
	Town Hall New Boiler & Prog. Thermostats		\$58,400	\$0	\$4,400	\$54,000	GenFund	GenFund
Schools	Lighting and sensors	\$ 74,167	Incl. above	\$ -		incl. above	GenFund	GenFund
Highway Barn	Lighting and sensors	\$ 479	\$ 6,368	\$ 4,933	\$ 1,435	\$ 4,933	GCG	GenFund
Fire Station #2	Lighting and sensors	\$ 391	\$ 3,160	\$ 2,080	\$ 1,080	\$ 2,080	GCG	GenFund
Senior Center	Lighting and sensors	\$ 984	\$ 9,159	\$ 7,699	\$ 1,460	\$ 7,699	GCG	GenFund
Library	Lighting and sensors	\$ 5,991	\$ 5,765	\$ 2,790	\$ 2,975	\$ 2,790	GCG	GenFund
Schools	Power Factor Improvements	\$ 5,839	Incl. above	\$ -		incl. above	GenFund	GenFund
Schools	VFD's	\$ 58,111	Incl. above	\$ -		incl. above	GenFund	GenFund
Town Hall	Vending machine controls	\$ 328	\$ 225	\$ 110	\$ 115	\$ 110	GCG	GenFund
Police Station	Vending machine controls	\$ 292	\$ 265	\$ 265	\$ 160	\$ 265	GCG	GenFund
Fire Station #1	Vending machine controls	\$ 355	\$ 225	\$ 110	\$ 115	\$ 110	GCG	GenFund
Fire Station #2	Vending machine controls	\$ 355	\$ 225	\$ 110	\$ 115	\$ 110	GCG	GenFund
Schools	Vending machine/ Refrigeration controls	\$ 11,522	Incl. above	\$ -		incl. above	GenFund	GenFund
Schools	Building envelope improvements	\$ 7,679	Incl. above	\$ -		incl. above	GenFund	GenFund
Police Station	Building envelope improvements	\$ 988	\$ 4,080	\$ 4,080	\$ -	\$ 4,080	GCG	GenFund
Water Dept	Window replacement	\$ 2,965	\$ 13,684	\$ 13,684	\$ -	\$ 13,684	GCG	Water Enterprise
Police Station	LED lighting	\$ 786	\$ 8,094	\$ 7,500	\$ -	\$ 8,094	GCG,GF	GenFund
Town Hall	LED lighting (450 bulbs)	\$ 2,358	\$ 24,281	\$ 22,500	\$ -	\$ 24,281	GCG,GF	GenFund
School Buildings	Replace Exterior Doors- Various Schools	\$7,697	\$20,000	\$0	\$0	\$20,000	GenFund	GenFund
Water and Sewer	Re-Roof Water St Station		\$18,500	\$0	\$0	\$18,500	Water Enterprise	Water Enterprise
School Buildings			\$ 3,898,555			\$ 3,898,555		
Main Street & Summer Street	LED Street Light Demo, up to 60 units	\$1,733	\$19,521	\$15,300	\$3,257	\$16,264	GCG,GF	GenFund
Various streets	Install 193 LED Street Lights	\$9,735	\$50,864	\$25,077	\$10,731	\$15,056	GCG,GF	GenFund
	Purchase 4 Fuel Efficient Vehicles	\$1,750	\$75,000	\$0	\$0	\$75,000	GenFund	GenFund
	Purchase 4 Fuel Efficient Vehicles							
Water Wells at Village St & Industrial Pk	Installation of VFDs- actual project cost and rebate	\$6,785	\$24,704	\$12,254	\$12,450	\$12,254	GCG	Water Enterprise
	Purchase 2 Fuel Efficient Vehicles	\$99	\$34,000			\$34,000	GenFund	GenFund
Memorial Elementary School	Building Automation Systems	\$25,000	\$213,648	\$180,848	\$22,800	\$10,000	GCG,GF	Medway Pulblic Schools
To insert additional rows, select this row, right-click, and select "Insert."								
		296,986	4,559,425	361,342	66,943	4,286,717		
TOTAL MMBtu SAVINGS								

Criterion 4 - Purchase Fuel Efficient Vehicles

1) Did you update your vehicle policy this year?

2) Did you install electric vehicle charging stations?

3) Did you implement anti-idling technology and/or campaigns?

4) Did you implement a driving monitoring system that records miles driven and/or fuel consumption?

5) Did you implement a fuel use reporting system for operators on fuel efficiency?

6) Any other policies and/or technologies not listed above? Please estimate annual fuel savings from each new technology or policy in the yellow box below. Also please attach any new vehicle policies and technologies adopted by the municipality to this annual report.

NARRATIVE: NA

7) For communities that met Criterion 4 through alternative compliance, provide a narrative in the space below of the policies and programs that have been adopted to reduce fuel consumption.

NARRATIVE:

7b) For communities that met Criterion 4 through alternative compliance, provide as a status regarding the success of these programs and policies.

NARRATIVE:

8) Have there been any changes to your vehicle inventory since the last annual report?

9) Please provide the most current vehicle inventory that includes ALL vehicles (Both exempt and non-exempt) for ALL departments, including schools. Please do not report any exempt off-road vehicles, trailers, etc. The inventory submitted with either your most recent Annual Report filing or, if filing for the first time, submitted with your designation application, is either contained in the next worksheet, "Crit 4 - Table 6 Vehicle Inv.," or provided as separate file. In the inventory, 1) note in column L if a vehicle has been acquired since the last annual report, 2) if yes, note what the newly acquired vehicle replaced in the inventory in column M, and 3) note in column N if the vehicle has been retired. NOTE: For the purposes of the program, municipalities must use the EPA combined fuel economy estimate listed at FuelEconomy.gov and ensure that the rating greater than or equal to the requirement for the relevant vehicle type.

10/19/2015

Criteria #4 - Table #6 Vehicle Inventory

Town of Medway - Vehicle Inventory (as of June 30, 2015) - See color code at end of document.

Row #	Make	Model	Model Year	Drive System	Year/Month Purchased or Reassigned	Medway Vehicle ID	>8500 LBS	EXEMPT OR NON-EXEMPT	MPG RATING	Vehicle Function	Is this a new acquisition?	If new acquisition, what vehicle did it replace?	Removed from inventory?	Department	2010 List?	2014 List?	Notes
NON-EXEMPT VEHICLES																	
2	FORD	ESCAPE	2014	2 WD		CAR-10	N	NON-EXEMPT	23	Service Calls				FIRE	N	Y	
4	FORD	RANGER	2003	2 WD		P-4	N	NON-EXEMPT	17	Service Calls				PARK	Y	Y	
5	FORD	FUSION HYBRID	2014	2 WD		SCHOOL-CAR1	N	NON-EXEMPT	88	Admin/Command				SCHOOL	N	Y	
6	MERCURY	SABLE	2008	2 WD		TC-1	N	NON-EXEMPT	22	Admin/Command				DPS	Y	Y	
7	FORD	FOCUS	2014	2 WD		TC-2	N	NON-EXEMPT	27	Inspections				BOH	N	Y	
9	FORD	CROWN VIC	2007	2 WD		TC-4	N	NON-EXEMPT	18	Inspections				WATER	Y	Y	Sold Jul-2015
10	FORD	FOCUS	2014	2 WD		TC-5	N	NON-EXEMPT	27	Inspections				ASSESSOR	N	Y	
12	FORD	FOCUS	2014	2 WD		TC-6	N	NON-EXEMPT	27	Inspections				BUILDING	N	Y	
13	FORD	TAURUS	2007	2 WD		TC-7	N	NON-EXEMPT	20	Service Calls				IT	Y	Y	
14	FORD	FOCUS	2014	2 WD		TC-8	N	NON-EXEMPT	27	Inspections				DPS	N	Y	
15	FORD	F150 TRUCK	2006	2 WD		TRUCK 8	N	NON-EXEMPT	16	Service Calls				HIGHWAY	Y	Y	
16	CHEVROLET	COLORADO	2005	2 WD		W-4	N	NON-EXEMPT	19	Service Calls				WATER	Y	Y	
17	CHEVROLET	SILVERADO	2004	4 WD		W-5	N	NON-EXEMPT	15	Service Calls				WATER	Y	Y	
	FORD	ESCAPE	2015	2 WD		401	N	NON-EXEMPT	26	Admin/Command	Y	TC-4	Y	WATER	N	N	
EXEMPT VEHICLES																	
18	HORT	6031 Ambulance	2012	2 WD		A-1	Y	EXEMPT		Emer. Response				FIRE	N	Y	
19	INTERNATIONAL	4300 AMBULANCE	2006	2 WD		A-2	Y	EXEMPT		Emer. Response				FIRE	Y	Y	
20	HARLEY DAVIDSON	ELECTRAGLIDE	2010	1 WD		B-1	N	EXEMPT		Emer. Response				POLICE	Y	Y	
21	HARLEY DAVIDSON	MOTORCYCLE	2013	1 WD		B-2	N	EXEMPT		Emer. Response				POLICE	N	Y	
22	CATERPILLAR	430E-IT	2012	2 WD		BACKHOE	Y	EXEMPT		Service Calls				WATER	N	Y	
23	FORD	ECONOVAN	2009	2 WD		BLDG MTNA	N	EXEMPT		Service Calls				BLDG MTN	Y	Y	
24	FORD	F350	1997	4 WD		BRUSH1	Y	EXEMPT		Emer. Response				FIRE	Y	Y	
25	FORD	F350	1995	4 WD		BRUSH2	Y	EXEMPT		Emer. Response				FIRE	Y	Y	
26	FORD	F250	2001	4 WD		CAR-1	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
27	FORD	E450	2012	2 WD		COA BUS858	Y	EXEMPT		Transport				COA	Y	Y	
28	INTERNATIONAL	4400	2010	2 WD		ENGINE 1	Y	EXEMPT		Emer. Response				FIRE	Y	Y	
29	EMERGENCY	TYPHOON	2002	2 WD		ENGINE 2	Y	EXEMPT		Emer. Response				FIRE	Y	Y	
30	PEMFA	TRUCK	1990	2 WD		ENGINE 5	Y	EXEMPT		Emer. Response				FIRE	Y	Y	
31	SIERRA	C3500H	1995	2 WD		FIRE ALARMA	Y	EXEMPT		Service Calls				FIRE	Y	Y	
32	FORD	F250	2001	4 WD		FM-1	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
33	HOLDER	C4.74	2007	4 WD		HOLDER 1	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	Off-Line-For Parts
34	HOLDER	C4.74	2007	4 WD		HOLDER 2	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
35	FORD	EXPLORER	2013	2 WD		K-1	N	EXEMPT		Emer. Response				POLICE	N	Y	
36	FORD	EDGE	2013	4 WD		K-10	N	EXEMPT		Admin/Command				POLICE	N	Y	
37	FORD	EXPLORER	2010	4 WD		K-11B	N	EXEMPT		Emer. Response				POLICE	Y	Y	
38	FORD	EXPLORER	2015	4 WD		K-12	N	EXEMPT		Emer. Response				POLICE	N	Y	
39	FORD	EXPLORER	2014	4 WD		K-2	N	EXEMPT		Emer. Response				POLICE	N	Y	
40	FORD	CROWN VIC	2010	2 WD		K-3B	N	EXEMPT		Emer. Response				POLICE	Y	Y	

10/19/2015

Criteria #4 - Table #6 Vehicle Inventory

Town of Medway - Vehicle Inventory (as of June 30, 2015) - See color code at end of document.

Row #	Make	Model	Model Year	Drive System	Year/Month Purchased or Reassigned	Medway Vehicle ID	>8500 LBS	EXEMPT OR NON-EXEMPT	MPG RATING	Vehicle Function	Is this a new acquisition?	If new acquisition, what vehicle did it replace?	Removed from inventory?	Department	2010 List?	2014 List?	Notes
41	FORD	INTERCEPT-SEDAN	2013	2 WD		K-4	N	EXEMPT		Emer. Response				POLICE	N	Y	
42	FORD	INTERCEPT-SEDAN	2013	2 WD		K-5	N	EXEMPT		Emer. Response				POLICE	N	Y	
43	FORD	CROWN VIC	2011	2 WD		K-6	N	EXEMPT		Emer. Response				POLICE	Y	Y	
44	FORD	EXPEDITION	2010	4 WD		K-7	N	EXEMPT		Emer. Response				POLICE	Y	Y	
46	FORD	TAURUS	2008	2 WD		K-8	N	EXEMPT		Emer. Response				POLICE	Y	Y	
47	CATERPILLAR	IT28G	2003	4 WD		L-1A	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
48	JOHN DEERE	LOADER	2001	4 WD		L-2	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
49	WACKER NEUSON	WL30	2011	2 WD		L-3	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
50	E-ONE	LADDER TRUCK	2013	2 WD		LADDER 1	Y	EXEMPT		Emer. Response				FIRE	N	Y	
51	FORD	EXPEDITION	2012	4 WD		MCAR-1	Y	EXEMPT		Command/Admin				FIRE	N	Y	
52	FORD	F250	2014	4 WD		P-1	Y	EXEMPT		Admin/Command				PARK	N	Y	
53	FORD	F350	2009	4 WD		P-2B	Y	EXEMPT		Service Calls				PARK	Y	Y	
54	DODGE	RAM 2500	1998	4 WD		P-3A	Y	EXEMPT		Service Calls				PARK	Y	Y	Sold Jul-2015
55	FORD	F250	2011	4 WD		P-5	Y	EXEMPT		Admin/Command				PARK	Y	Y	
56	FORD	F350	1994	4 WD		RESCUE	Y	EXEMPT		Emer. Response				FIRE	Y	Y	
57	FORD	F250	2004	4 WD		SC PICK-UP	Y	EXEMPT		Service Calls/ Maintenance				SCHOOL	Y	Y	
58	FORD	F250	2014	4 WD		SC PICK-UP2	Y	EXEMPT		EService Calls/ Maintenance				SCHOOL	N	Y	
59	ELGIN	PELICAN SWEEPER	1997	2 WD		SWEEPER1	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	Sold Jul-2015
60	FREIGHTLINER	TRUCK	2003	2 WD		SWEEPER2	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
61	FORD	F350	2004	4 WD		TRUCK 1	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
62	INTERNATIONAL	7400 DUMP	2014	2 WD		TRUCK 10	Y	EXEMPT		Service Calls				HIGHWAY	N	Y	
63	INTERNATIONAL	4900 DUMP	1999	2 WD		TRUCK 2	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
64	INTERNATIONAL	4900 DUMP	2000	2 WD		TRUCK 3	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
65	FORD	F350	2010	4 WD		TRUCK 4	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
66	INTERNATIONAL	7400 DUMP	2005	2 WD		TRUCK 5	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
67	MACK	RD690S	2001	2 WD		TRUCK 6	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
68	INTERNATIONAL	4900 DUMP	1997	2 WD		TRUCK 7	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
69	INTERNATIONAL	400SER DUMP	1996	2 WD		TRUCK 9	Y	EXEMPT		Service Calls				HIGHWAY	Y	Y	
70	FORD	F250	2012	4 WD		W-1A	Y	EXEMPT		Service Calls				WATER	N	Y	
71	INTERNATIONAL	4700 DUMP	2001	2 WD		W-2	Y	EXEMPT		Service Calls				WATER	Y	Y	
72	FORD	F350	2012	4 WD		W-3	Y	EXEMPT		Service Calls				WATER	Y	Y	
73	FREIGHTLINER	M2106	2011	2 WD		W-6	Y	EXEMPT		Service Calls				WATER	Y	Y	
74	FORD	F550 DUMP	2013	2 WD		W-7	Y	EXEMPT		Service Calls				WATER	N	Y	
	FORD	F350	2015	4 WD		302-P-5	Y	EXEMPT		Admin/Command	Y	P-5	Y	PARK	N	N	
	FORD	EXPLORER	2015	4 WD		K-12	N	EXEMPT		Admin/Command	Y			POLICE	N	N	
	INTERNATIONAL	700SER	2015	4 WD		TANKER	Y	EXEMPT		Emer. Response	Y			FIRE	N	N	
	FORD	EXPLORER	2015	4 WD		K-3	N	EXEMPT		Emer. Response	Y	K-3B	Y	POLICE	N	N	Traded in

10/19/2015

Criteria #4 - Table #6 Vehicle Inventory

Town of Medway - Vehicle Inventory (as of June 30, 2015) - See color code at end of document.

Row #	Make	Model	Model Year	Drive System	Year/Month Purchased or Reassigned	Medway Vehicle ID	>8500 LBS	EXEMPT OR NON-EXEMPT	MPG RATING	Vehicle Function	Is this a new acquisition?	If new acquisition, what vehicle did it replace?	Removed from inventory?	Department	2010 List?	2014 List?	Notes
	FORD	F350	2008	4 WD		230	Y	EXEMPT		Service Calls/Maintenance	Y			DPS	N	N	
	FORD	F250	2004	4 WD		419	Y	EXEMPT		Service Calls/Maintenance	Y			DPS	N	N	
	HOLDER	C992	2014	4 WD		263-HOLDER 3	Y	EXEMPT		Service Calls	Y	Holder 1	Y	HIGHWAY	N	N	

New Vehicles Acquired in FY 2015

Vehicles included in FY 14 GC Annual Report

Vehicles Retired during FY 2014

Criterion 5 - Stretch Code Adoption

Date Stretch Code Concurrency Period Began:

7/1/2011

Date Stretch Code Became Sole Effective Code:

1/1/2012

Have there been any new building permits since the Stretch Code became sole effective code?

YES

If filing for the first time, please fill out the table below and add rows as needed. Please list in Table below all residential and commercial projects that were affected by the Stretch Code and for which building permits have been issued since the Stretch Code became the sole effective code, along with accompanying information noted below. If a previous Annual Report was filed, your table from the previous report is provided below for updating. For notes on Certificate of Occupancy: if New Residential (NR), provide final HERS Rating; if Residential Retrofit (RR) provide HERS rating OR "P" for Prescriptive; if Commercial and > 100K sq ft, note percent energy savings relative to ASHRAE 90.1-2007.

Table 7 Stretch Code Projects (Add more rows as necessary)				
Address of Building	New Residential (NR), Residential Retrofit (RR) or Commercial (C)	Date Building Permit Issued	Dated Certificate of Occupancy Issued (if not issued, please note NA)	Notes on Cert of Occupancy: HERS Rating
4 WILLIAMSBURG WAY	NR	12/10/12	12/13/2012	62
26 Broad Acre Farm	NR	6/28/2012	2/16/2013	57
5 MORNINGSIDE DR	NR	12/17/12	5/30/2013	64
IARUSSI WAY	NR	07/19/12	6/19/2013	51
WILLIAMSBURG WAY	NR	01/14/13	6/27/2013	64
17 MORNINGSIDE	NR	03/19/13	7/10/2013	69
7 MORNINGSIDE DR	NR	03/26/13	7/10/2013	68
4 MORNINGSIDE DR	NR	05/30/13	7/25/2013	64
36 DANIELS RD	NR	05/02/13	8/20/2013	56
2 IARUSSI WAY	NR	03/19/13	8/20/2013	59
2 MORNINGSIDE DR	NR	05/14/13	9/15/2013	67
WILLIAMSBURG WAY	NR	01/14/13	9/16/2013	61
2 ISLAND RD.	NR	05/02/13	10/4/2013	65
4 MORNINGSIDE DR	NR	04/10/13	10/17/2013	66
15 COTTAGE ST	NR	06/27/13	10/28/2013	68
50 Iarussi wWay	NR	7/15/2013	11/8/2013	67
32A BROKEN TREE RD	NR	12/07/12	11/18/2013	64
5 FERN PATH	NR		11/22/2013	60
4 Iarussi Way	NR		12/12/2013	64
1 Morningside Dr	NR	8/1/2013	12/17/2013	60

Address of Building	New Residential (NR), Residential Retrofit (RR) or Commercial (C)	Date Building Permit Issued	Dated Certificate of Occupancy Issued (if not issued, please note NA)	Notes on Cert of Occupancy: HERS Rating
11 MORNINGSIDE DR	NR		2/18/2014	62
2 MORNINGSIDE DR	NR	8/1/2013	3/5/2014	62
6 FERN PATH	NR	8/8/2013	4/3/2014	52
13 Charles View Lane	NR	11/4/2013	4/17/2014	62
7 HILLSIDE CT	NR	11/8/2013	4/23/2014	67
14 Charles View Lane	NR	11/4/2013	4/29/2014	62
2 Morningside	NR	9/28/2013	5/19/2014	64
2 MAIN ST	NR	11/8/2013	5/28/2014	70
41 MORNINGSIDE DR	NR	9/27/2013	5/29/2014	63
10 WILLIAMSBURG WAY	NR	06/10/13	6/10/2014	61
12 WILLIAMSBURG WAY	NR	06/10/13	6/10/2014	59
7 WILDEBROOK	NR	12/13/2013	6/24/2014	51
11 Charles View Lane	NR	5/20/2014	7/10/2014	56
12 Charles View Ln	NR	3/13/2014	7/22/2014	56
3 Tulip Way	NR	10/30/2013	7/22/2014	68
24 Summer Valley Lane	NR	11/20/2013	8/11/2014	66
9 MILFORD ST.	NR	09/27/12	9/9/2014	63
9 Charles View Lane	NR		9/16/2014	53
5 WILLIAMSBURG WAY	NR	4/23/2014	9/22/2014	66
7 WILLIAMSBURG WAY	NR	4/23/2014	9/22/2014	66
3 Charles View Lane	NR		10/9/2014	61
9 ADAMS ST	NR	12/13/2013	10/22/2014	65
12 Charles View Lane	NR	7/19/2014	10/22/2014	61
7 Charles View Lane	NR	10/17/2014	11/7/2014	67
12 Charles View Lane	NR		11/19/2014	67
3 Overlook Dr	NR	6/27/2014	11/26/2014	65
8 Charles View Lane	NR		12/8/2014	48

Other Notes

Please provide in the space below any anecdotal information about your community's experience with the Stretch Code (e.g. local banks loaning more to people purchasing stretch code homes, satisfied homeowners, frustrated builders, etc.).

Please provide in the space below any information about additional measures taken by the community that are consistent with its status as a designated Green Community(e.g. additional as-of-right siting put in place since designation for renewable or alternative energy generation, R&D, or Manufacturing facilities).

Please provide in the space below what percentage of your municipality's electricity consumption is supported by renewable energy generation? Of this percentage, how much of this is onsite generation? How much of this is net metering? How much of this is through the purchase of Renewable Energy Certificates (RECs)?

In FY 2015, Medway consumed 4,465,538kWh of electric energy. It produced 699,029kWh of solar energy, all from onsite sources. 15.7% of the town's electrical energy was produced onsite at our middle school, high school and one of our fire stations. Medway has just entered into an agreement to purchase 3.0mWh of energy from a solar site located in Carver, Mass. This development will cover over 75% of Medway's outstanding energy demand.

AGENDA

ITEM #5

Authorization of Town Administrator to Execute Contract Amendment with Compass Project Management, Inc. Relative to the New DPS Facility - \$42,900

Associated back up materials attached.

- Proposed amendment (#1)
- OPM contract expense sheet
- Original contract

Proposed motion: I move that the Board authorize the Town Administrator to execute contract amendment #1 with Compass Project Management in the amount of \$42,900.

AMENDMENT to OWNER'S PROJECT
MANAGEMENT CONTRACT

Amendment No. 1
Dated November 17, 2015

Whereas, the parties, the Town of Medway, "Owner" and the Compass Project Management, Inc., the "Owner's Project Manager" (OPM) hereto did enter into an agreement for OPM services dated September 14, 2015 for the Medway Department of Public Services Facility Project;

Whereas, the parties wish to amend the contract as follows:

Pursuant to clause 10.1.2 of the above contract, the Town of Medway has requested that Compass Project Management, Inc. (CPM) hire and manage Weston & Sampson (W&S) to provide a report on the status of renovating a property located at 6 Industrial Park as an alternative to the Broad St. parcel for use as the Department of Public Services headquarters building and garage. Services shall be rendered in accordance with the W&S proposal dated November 11, 2015 attached.

Compass's management of W&S will be in accordance with the contract terms and conditions except that Compass Project Management, Inc. shall only be liable to the town to the same extent that W&S is liable to Compass for the services rendered. Invoices will be processed with the standard 10% markup.

The current contract status is:

ITEM	CPM Code	Current Value	This Rev.	Rev. Value	Comp Date
Design and Bidding Phase		\$74,510	\$42,900	\$117,410	5/16
Construction Phase		\$329,742	\$0	\$329,742	7/17
TOTAL		\$404,252	\$42,900	\$447,152	

All other terms and conditions of the contract remain in force and effect.

SIGNATURES

In witness whereof, the Owner and the OPM have caused this contract to be executed by their respective officers.

Town of Medway	Compass Project Management, Inc.
----------------	----------------------------------

Michael Boynton, Town Manager	Timothy J. Bonfatti, President
Date:	Date:

Town of Medway
Department of Public Works Facility - 6 Industrial Park Road
Scope of Services
November 11, 2015

Task 1 Existing Conditions Assessment

- 1.1 Gather available data, surveys, previous subsurface geotechnical investigations, and mapping related to the Industrial Park Road site.
- 1.2 Update Existing Conditions Plan - Utilizing the existing conditions plan provided by the real estate agent, conduct one day of field investigations and field measurements to be used in the preparation of existing conditions plans. These existing conditions plans will be based on limited field measurements and will reflect the general conditions for use in developing a master plan for the renovation and build-out of the existing facility. Plans will be prepared in AutoCAD and will include architectural floor plans, elevations, and a site plan (prepared based on aerial imagery and any existing plans provided by the property owner). Concealed systems which are not readily visible will not be identified on the existing conditions plans.
- 1.3 Structural Investigation - Perform a field inspection of the existing building with an emphasis on the condition assessment of structural elements (i.e. roof framing, columns and bearing walls, foundation walls, masonry walls, etc.). A team of two structural engineers will perform the inspection. Inspection to be completed in one site visit.
 - a. Field measure structural elements
 - i. Measure bar joist and research capacity, spans, spacing
 - ii. Measure steel roof deck
 - iii. Dimensions for steel roof beams, spans
 - iv. Column sizes and heights
 - b. Document existing conditions with field sketches and site photographs.
 - c. Accessible and visible structural elements will be evaluated using existing plan information and conditions. A professional opinion of existing load capacity will be provided based on the above, if practical. If existing conditions are not made available in the form of existing structural plans, then recommendation will be made to the Town for additional testing and field measurements.
 - d. No destructive testing, with the exception of concrete cores in the slab on grade will be done.
- 1.4 Structural Testing Program - Our sub-consultant will perform testing of the concrete slab-on-grade and masonry walls.
 - a. Concrete Slab
 - i. Core 6" diameter holes (4) total
 - ii. Concrete Testing (Compressive Strength)
 - iii. Coordinate with potential future Geotechnical locations
 - b. CMU Bearing Walls

- i. Use of a profometer to detect rebar
 - ii. Infra-red equipment to locate filled cores
 - iii. Windsor probe to test mortar strength
 - c. Include sub-consultant write-up as an appendix to the structural report.
- 1.5 Structural Existing Conditions Analysis and Report - Perform preliminary review and analysis of existing primary structural components based on existing structural plans and observed conditions on the following structural components:
 - a. Identify and review existing lateral load resisting system(s)
 - b. Evaluate roof framing (one typical bar joist, one typical column)
 - c. Evaluate slabs condition
 - d. Provide a brief structural narrative including the following:
 - i. Description of existing conditions - Identify code requirements for renovating the existing building and construction of any new additions
 - ii. Recommendations for additional investigation and material testing of the existing structure
- 1.6 DEP File Review - Conduct a review of the on-line DEP database for the subject property to identify if there have been any reportable conditions reported at the site and to determine if there are any open environmental conditions that required closure under the MADEP Massachusetts Contingency Plan (MCP).
- 1.7 Sensitive Receptors Analysis -Weston & Sampson will gather available data in the form of receptor maps to assist in the regulatory evaluation of the site. These maps will identify regulatory protected areas or physical characteristics which may impact the development of the site for a DPW facility. The maps will be prepared utilizing the MassGIS database. The analysis will produce a Human Receptors Map and an Environmental Receptors Map for the site and will identify physical or environmental features that may impact the development of the site.
- 1.8 Preliminary Building Hazardous Materials Assessment - Conduct an initial, non-invasive, investigation of the potential presences of hazardous materials or debris resulting from prior activity. The results of the investigation will be presented in a memorandum describing areas which may have potential hazardous material requiring further testing.
- 1.9 MEP/FP Assessment - Conduct a visual inspection of the Industrial Park Road property and building to establish a professional opinion regarding the existing conditions of the site, utility services, and building mechanical / electrical / plumbing and Fire Protection (MEP/FP) equipment. Existing conditions will be documented in the form of a memorandum.

Task 2 Review & Confirmation

- 2.1 Programming Confirmation - Attend a programming meeting with key DPW staff, Town Management staff, Owner's Project Manager, and Committee members to review, confirm or modify the space needs requirements established during the feasibility study. The review and confirmation will consist of comparing the programming elements to the available space within the existing Industrial Park Road facility to identify which programming elements can be supported within the existing facility or on the site. This exercise will also include meeting with the Town to prioritize the space needs in an effort to develop a plan which will meet the Town's budgetary goals for the project.
- 2.2 Update Program Documentation - Utilizing the results of the programming review and confirmation exercise, update the original programming document to reflect the potential space modifications. Incorporate these results into a space needs matrix which compares the space needs assessment from the feasibility study to the updated program. The matrix will identify spaces in order of priority.

Task 3 Code/Zoning Analysis

- 3.1 Abbreviated Building Code Review - Work will entail performing an evaluation to include an abbreviated analysis of the existing building for conformance with Building Code and ADA/MAAB accessibility requirements. This analysis will be in the form of a written document and will summarize the conditions observed during the development of the existing conditions plans. It will include completing a preliminary Massachusetts State Building Code analysis. This analysis will review and report on building systems including use group classifications, building types of construction, fire alarm and protection systems, and means of egress. This preliminary code analysis and accessibility analysis will be used to identify potential renovations and upgrades that will be required to bring the building into conformance with today's codes based in part on proposed uses.
- 3.2 Existing Building Analysis/Report - Perform a limited Structural Chapter 34 Analysis to identify the impacts of renovating the existing Industrial Park Road building. Review will include identifying triggers which should be avoided which may result in more costly renovations. Results of limited analysis will be included in a technical memorandum.
- 3.3 Zoning Analysis - Prepare a zoning analysis for the site confirming the suitability of the site to meet local zoning regulations (allowable use, setbacks, lot coverage, height, floor area ratio, etc.). The analysis shall identify all dimensional

restrictions as well as any special permits or variances required to meet the requirements of the zoning bylaws.

Task 4 Conceptual Plan Development

- 4.1 Alternative Scheme Review / Conceptual Plan - Meet with the Town to develop a conceptual plan for the building and site utilizing the initial planning documents established during the study as well as the data gathered in tasks 1 - 3. Prepare documentation in the form of planning documents that describe the complete build-out of the existing building as well as all site support functions (plan and/or narrative format). The master plan will reflect all building and site improvements necessary to meet the public works programming requirements. A separate plan shall also be developed for a new salt storage structure at the Town owned Broad Street site.
- 4.2 Building Systems Narrative - Utilizing the results of the existing conditions assessment, prepare a narrative describing the recommended upgrades to the building MEP/FP systems required to support the proposed Public Works operations.

Task 5 Conceptual Cost Estimate

- 5.1 Cost Estimate - Prepare a conceptual cost estimate to reflect the approved master plan for the site. The cost estimate shall be a detailed conceptual level estimate and shall identify all hard costs and soft costs for the project. The estimate shall be structured to allow the work of major renovation/expansion items to be identified separately. The estimate will be adjusted as necessary so that the cost estimate for the work does not exceed the Town established budget goals. The estimate shall also include costs associated with the demolition of the existing DPW facility and the construction of a new salt storage structure at the existing DPW Broad Street site.

Task 6 Final Report & Committee Meetings

- 6.1 Assemble the data from Task 1 - 5 into a final report documenting the findings of the work.
- 6.2 Attend up to 2 meetings with the Committee to review the progress of the work.

If the Town determines that the existing facility is suitable to support the DPW operations, it is recommended that an ASTM Phase I Environmental Site Assessment (ESA) be completed to confirm / deny the presence of Recognized Environmental Conditions (RECs) which might impact the cost of development.

CLARIFICATIONS AND EXCLUSIONS

- Material testing of structural steel is excluded.
- Testing of potential building hazardous materials is excluded.
- Observations of existing conditions is limited to components viewable from floor/ground level or with extension ladders or lift device (provided by and paid for separately by the Town).

FEES

Task 1 - Existing Conditions Assessment	\$17,500
Task 2 - Review & Confirmation	\$2,000
Task 3 - Code/Zoning Analysis	\$5,000
Task 4 - Conceptual Plan Development	\$6,500
Task 5 - Conceptual Cost Estimate	\$5,000
Task 6 - Final Report & Committee Meetings	<u>\$3,000</u>
	\$39,000

OPM Contract for New DPS Facility - Compass Project Management, Inc.

9/4/2015 Original Contract Amount	\$ 404,252	Base contract; Does not include extra services or reimbursable expenses allowed per contract
11/23/2015 Amendment #1	\$ 42,900	Reimbursable expense under Art. 10.1
11/23/2015 New Contract Amount	<u>\$ 447,152</u>	
11/20/2015 Amount spent to date	\$ 3,204	

CONTRACT FOR PROJECT MANAGEMENT SERVICES

This Contract is made this 14th day of Sept in the year 2015 between the Town of Medway, 155 Village Street, Medway, MA, hereinafter called "the Owner" and Compass Project Management, Inc., 266 Main Street, Suite 31A, Medfield, MA 02052 (hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete the Basic and Extra Services described herein for the design and construction of a new Department of Public Services Facility to be located at the site of the current DPS garage on Broad Street.

The Owner's Project Manager is authorized to perform the services required by this Contract through the Pre-Design Phase. At the Owner's option, the Owner's Project Manager may be authorized to perform services for the subsequent Design Phase and/or the Construction Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager. For the performance of the services required under this Contract for the Pre-Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER

OWNER'S PROJECT MANAGER

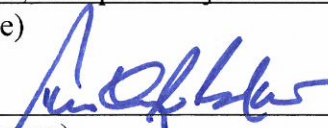
John Foresto
(print name)

Timothy Bonfatti
(print name)

Board of Selectmen Chairman
(print title)

President, Compass Project Management, Inc.
(print title)

By: 
(signature)

By: 
(signature)

Date: 9/16/15

Date: 9/15/15


(Attach Certificate of Vote of Authorization)

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OWNER'S PROJECT MANAGEMENT CONTRACT

Compass Project Management



Town Accountant

9/28/15


Date

Funding Source:

Key Org: 30634222

Account: 5305

Approved As To Form



Town Counsel

9/21/15

Date

ARTICLE 1: DEFINITIONS

APPROVAL – a written communication from the Owner approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner’s Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

ARCHITECT/ENGINEER – herein also referred to as the **DESIGNER** -- the person or firm with whom the Owner has contracted to perform the professional designer services for this Project.

BASIC SERVICES – the minimum scope of services to be provided by the Owner’s Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

CERTIFICATE OF FINAL COMPLETION – The form prescribed by the Owner which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

COMMISSIONING CONSULTANT – a person or firm engaged by the Owner to provide building commissioning services, including advisory services during design and construction.

CONTRACT – this Contract, inclusive of all Attachments, between the Owner and the Owner’s Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR or GENERAL CONTRACTOR – the person or firm with whom the Owner has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§ 44A-44J.

EXTRA SERVICES – services requested by the Owner to be performed by the Owner’s Project Manager but which are additional (or “extra”) to the services performed as Basic Services.

FEE FOR BASIC SERVICES – the fee to be paid to the Owner’s Project Manager for satisfactorily performing, in the Owner’s sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner’s Project Manager is entitled pursuant to Articles 9 and 10.

FINAL COMPLETION – The work has been completed in accordance with the Construction Contract Documents and the specifications, schematic plans and drawings.

GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

NOTICE to PROCEED – the written communication issued by the Owner to the Contractor authorizing him to proceed with the services specified in the construction contract and establishing the date for commencement of the contract time.

OWNER – the entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project and is responsible for administering this Contract.

OWNER'S PROJECT MANAGER – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

PHASE – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.

PROJECT – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair.

PROJECT BUDGET – a complete and full enumeration of all costs of the Project.

PROJECT DIRECTOR – the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, pursuant to the requirements of M.G.L. c.149 §44A½ for an "owner's project manager," and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT REPRESENTATIVE – the employee or a Subconsultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction

delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner’s Project Manager, who provides services on the Project.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner’s Project Manager shall act as an independent contractor of the Owner in providing the services required under this Contract.
- 2.2 The Owner’s Project Manager warrants and represents to the Owner that it has fully, completely and truthfully represented the qualifications and skills of the Owner’s Project Manager, its Subconsultants, agents, servants and employees in the proposal submitted by the Owner’s Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner’s Project Manager, its Subconsultants, agents, servants and employees.
- 2.3 The Owner’s Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner’s Project Manager’s profession on projects of similar size, scope and complexity as is involved on the Project. The Owner’s Project Manager’s services shall be rendered in accordance with this Contract.
- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor’s schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement. The Owner’s Project Manager shall be responsible for the Owner’s Project Manager’s negligent acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, Subcontractors, or the agents or employees of the Contractor, Subcontractors, the Designer, the Owner or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner’s Project Manager of the responsibilities or duties of the Contractor or the Designer. The Owner’s Project Manager’s services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner’s Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner’s Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the Owner.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

3.1 The Owner shall be responsible to oversee and monitor the performance of the Owner's Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination required to execute the Project.

3.2 The Owner shall designate an individual or individuals who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Owner's Project Manager.

3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Owner's Project Manager as provided in Articles 7, 8, 9 and 10.

3.4 The Owner shall be responsible for requiring the Contractor and/or the Designer to comply with their respective contract obligations and to cooperate with the Owner's Project Manager.

3.5 The Owner shall provide timely information with respect to its requirements relative to the Project Schedule and the Project Budget, and shall further give timely notice to the Owner's Project Manager of any changes or modifications to the same.

3.6 To the extent such data is available, the Owner shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the Owner in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the Owner, and Project closeout.

4.2 The Owner's Project Manager shall perform the services required under this Contract in conformance with applicable federal, state, and local laws, ordinances and regulations.

4.3 The Owner's Project Manager shall report to the Owner any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor.

4.4 Intentionally Omitted.

4.5 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment B, shall take place without the prior written approval of the Owner, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

4.6 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.

4.7 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

5.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner and subject to Paragraph 10.3 in order to perform Basic, Extra and Reimbursable services under this Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.

5.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

5.4 The OPM shall be responsible for all compensation to be paid to a subconsultant. No Subconsultant shall have recourse against the Owner for payment of monies alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

5.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

ARTICLE 6: TERM AND TIMELY PERFORMANCE

6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project are of the utmost importance to the Owner. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the Owner. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer or the Contractor. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor in accordance with schedules of performance that are established under their contracts with the Owner. The Owner's Project Manager shall immediately advise the Owner, as well as the Designer or the Contractor, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's performance is jeopardizing the Project Schedule or the Project Budget.

6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in Attachment A. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the Owner of the revisions to its services. The Owner shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the Owner in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The Owner shall make payments to the Owner's Project Manager within 45 days of the Owner's approval of the invoice, which approval shall not be unreasonably withheld or delayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and resolicitation of proposals, bids, or qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the Owner as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager.

7.3 When the Owner's Project Manager receives payment from the Owner, the Owner's Project Manager shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the Owner of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (For All Phases)

8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Pre-Design/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Owner's Project Manager, Designer, Contractor, Subcontractors, and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change

order reporting logs and other tracking logs, as needed. A draft of the communication plan shall be submitted to the Owner for approval within 30 days of the Approval to proceed to Design Development/Construction Documents/Bidding Phase and further updated (a) as needed to include the award of a construction contract and (b) no later than 30 days after Approval to Proceed to the Construction Phase. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.1.1 Intentionally Omitted.

8.1.1.2 The Owner's Project Manager shall prepare agendas for and attend Medway DPS Facility Building Committee meetings, attend meetings with other representatives of the Owner, and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the Owner.

8.1.1.3 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, General Contractor, equipment vendors and all other prime contractors and suppliers and make recommendations to the Owner relative to amounts due.

8.1.2 Project Control.

During the Design Development/Construction Documents/Bidding Phase, the Owner's Project Manager shall monitor and report to the Owner any changes to the Project Budget or Project Schedule.

8.1.2.1 Project Budget.

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the Owner, which will be reviewed and agreed upon by the Owner. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, and other cost information to this Project Budget and identify and report all variances to the Owner. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

8.1.2.2 Cost Estimating. (to be provided on an as-needed basis as a reimbursable cost in accordance with Article 10.)

The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase when required by the Owner. If the Owner requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the Owner of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the Owner appropriate revisions to the scope of work.

The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows.

During the schematic design Phase, the Owner's Project Manager shall prepare a construction cost estimate in Uniformat II Level 2 format with aggregated unit rates and quantities supporting each item.

During the design development phase, the Owner's Project Manager shall prepare a construction cost estimate for the design in Uniformat II Level 3 format, with unit rates and quantities supporting each item. The estimated cost shall be projected, to the midpoint of the construction period.

At the 60% stage of completion of the final drawings and specifications, the Owner's Project Manager shall prepare a construction cost estimate using the Uniformat II Classification to Level 3, the CSI MasterFormat 6-digit format to Level 3 and M.G.L. c. 149, §44F (filed sub-bid) format including quantities of all materials and unit prices of labor, equipment, and materials as well as a cost estimate for each item of work.

The Owner's Project Manager shall prepare a final construction cost estimate in Uniformat II Elemental Classification to Level 3 (Sections A-G inclusive), the CSI MasterSpec format to Level 3 and M.G.L. c. 149, §44F (filed sub-bid) format, complete with a single line outline specification description for each item with the detailed unit rate or item cost buildup provided as a backup in each case.

8.1.2.3 Project Schedule.

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner, which will be reviewed and agreed upon by the Owner.

The Owner's Project Manager shall submit this detailed baseline Project Schedule to the Owner within 30 days of Approval to proceed to the Design Development/Construction Documents/ Bidding Phase. The Owner's Project Manager shall maintain and update the Project Schedule throughout the term of this Contract. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Monthly Progress Report. In the event that actual progress of the Project varies from the baseline Project Schedule, the Owner's Project Manager shall consult with the Designer and the Contractor and make appropriate recommendations to the Owner relative to actions that should be taken by the Designer or the Contractor to achieve the baseline Project Schedule and/or recommend revisions to the Project Schedule. The Owner's Project Manager shall not be responsible for delays caused by the Designer, Contractor or Subcontractors, or the employees, agents or subconsultants of the Designer, Contractor or Subcontractors.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval.

8.1.2.4 Construction Schedule

The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor and Designer to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance with its contract.

The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the actions that should be taken by the Contractor and/or advise the Owner when liquidated damages, if included in the construction contract, are anticipated to be incurred.

8.1.3 Monthly Progress Report.

The Owner's Project Manager shall submit to the Owner no later than the twelfth day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Owner and shall describe work performed by all project participants (OPM, Designer, Contractor) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and

potential change orders, cash flow projections, Contractor's safety performance, Designer's QA/QC, Contractor's environmental compliance, community issues, Designer and Contractor's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.4 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.1.4.1 Change Order Administration

8.1.4.1.1 Review all Contractor proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact.

8.1.4.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.

8.1.4.1.3 For all change order requests by the Contractor, make recommendations to the Owner for their acceptance or rejection.

8.1.4.1.4 Prepare and finalize any documentation required for processing change orders including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.

8.1.4.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.1.4.2 Claims and Disputes Management

8.1.4.2.1 Implement a claims management procedure consistent with the construction contract documents.

8.1.4.2.2 Analyze Contractor claims and propose recommendations to the Owner in support of the Owner's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input from the Designer and/or Contractor.

8.1.4.2.3 In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily

limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the Owner in writing as soon as reasonably possible.

8.1.4.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.1.5 MBE/WBE Compliance Monitoring (All Phases).

The Owner's Project Manager shall monitor and report on the Designer's and Contractor's compliance with MBE/WBE requirements.

8.1.6 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall assist the Owner in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination that any additional services or testing need to be performed shall rest with the Owner or Designer.

8.1.7 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/ amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

8.2 Pre-Design/Schematic Design Phase

8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Owner's Designer Selection Guidelines. Services shall include:

8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Owner guidelines and submit to the Owner for review and approval prior to advertising.

8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.

8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Owner at least two weeks before the targeted designer selection meeting.

8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Owner's designated evaluation committee.

8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Cost estimating is a reimbursable service)
- b. Work with the Owner and Designer to prepare the Project Schedule.

8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.

- 8.2.2.2 The Owner's Project Manager shall lead design coordination meetings at times as required, between the Designer and the Owner, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.
- 8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.
- 8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.
- 8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase.
- 8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L.

c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract. In the event that the Inspector General does not issue a notice to proceed with the CM at Risk delivery method, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

8.3 Design Development

- 8.3.1 The Owner's Project Manager shall continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall:
- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract, for comparison with the Designer's cost estimates. (Cost estimating is a reimbursable service)
 - b. Work with the Owner and Designer to update the Project Budget and Schedule.
- 8.3.2 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.3.3 The Owner's Project Manager shall promptly review all Designer submissions and shall meet with the Designer to discuss those submissions. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: 1) approve the submission as made; 2) approve that part of the submission that is

acceptable and reject the remainder; 3) reject the submission; or 4) require the Designer to submit additional information or details in support of its submission.

8.3.4 Intentionally omitted.

8.4 Construction Documents

8.4.1 The Owner's Project Manager shall review the construction documents for quality, cost, and schedule improvements, conciseness and clarity. The Owner's Project Manager shall:

- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract, for comparison with the Designer's cost estimates. (Cost estimating is a reimbursable service)
- b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.
- c. Work with the Owner and Designer to update the construction budget and schedule.

8.4.2 Intentionally Omitted.

8.4.3 The Owner's Project Manager shall review the construction documents in line with the Project Budget. The review shall include constructability, operability and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification. The constructability review will identify potential conflicts, make recommendations specific to any phasing issues, recommend appropriate milestones, constraints and liquidated damages and a review of the project specific requirements in the General Requirements.

8.4.4 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

8.4.5 Intentionally omitted.

8.4.6 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

8.5 Bidding Phase

- 8.5.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with M.G.L. c. 149 §§ 44A through 44J and other public construction-related statutes. The Owner's Project Manager shall:
- a. Intentionally omitted.
 - b. Attend, and assist the Owner with, all pre-bid conferences and meetings and, assist, if directed by the Owner.
 - c. Attend, and assist the Owner with, all sub-bid and general bid openings and, assist, if directed by the Owner.
 - d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the Owner relative to its acceptance of bids and determination of bidder responsibility.
 - e. Review alternates and make written recommendations as to their acceptance.
 - f. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending acceptance of alternates, re-bidding or seeking additional funding from the Town.
- 8.5.2 The Owner's Project Manager shall make recommendations to the Owner relative to the award of a construction contract.
- 8.5.3 The Owner's Project Manager shall assist the Owner in the preparation and execution of the Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.
- 8.5.4 The Owner's Project Manager shall assist the Owner and the Designer in preparing and sending the Notice to Proceed to the Contractor.
- 8.5.5 The Owner's Project Manager shall provide the Contractor, Designer and Owner with required copies of executed construction contract documents.

8.6 Construction

The Owner's Project Manager shall provide supervisory staff for each of the following activities, from Notice to Proceed of the construction contract to contract close-out.

- 8.6.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-Contractor Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.
- 8.6.2 The Owner's Project Manager shall provide a part-time (average of 20 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager. The number of hours the Project Representative is required to be on-site shall be subject to adjustment in the Owner's discretion.
 - 8.6.2.1 The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.
 - 8.6.2.2 The Project Representative shall have at least five years experience in on-site supervision of projects similar in size and complexity to the Project.
 - 8.6.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until issuance to the Contractor of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the Owner. Should the Owner reduce the hours of the Project Representative during the course of the Project, the Owner shall be entitled to a decrease in the Fee for Basic Services of the Contract based on the hourly rate of the Project Representative.
- 8.6.3 The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit recommendations for the Contractor's schedule of values to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.

- 8.6.4 The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.
- 8.6.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:
- 8.6.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the Contractor, pay items, and any observed delays, deficiencies and field problems.
- 8.6.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
- 8.6.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.
- 8.6.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
- 8.6.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by Contractors.
- 8.6.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.

- 8.6.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.
- 8.6.5.8 The Owner's Project Manager shall prepare responses to Contractor correspondence for the Owner.
- 8.6.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- 8.6.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- 8.6.5.11 The Owner's Project Manager shall assist the Owner in monitoring the Contractor's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.
- 8.6.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.
- 8.6.6 The Owner's Project Manager shall monitor the Contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.
- 8.6.7 The Owner's Project Manager shall schedule, conduct and prepare minutes of weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall prepare and submit minutes to the Owner within three business days of the meeting.
- 8.6.8 Intentionally omitted.

- 8.6.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner in accordance with Article 8.1.4.
- 8.6.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall review the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.
- 8.6.11 The Owner's Project Manager shall assist the Owner in overseeing and monitoring the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.
- 8.6.12 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner's Project Manager shall coordinate the detailed punchlist with the Designer, including a subsequent walk-through with the Designer and the Commissioning Consultant (if one is engaged by the Owner). The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punchlist. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punchlist items.

8.7 Completion Phase

- 8.7.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.
- 8.7.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents.
- 8.7.3 The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7C § 48 and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) and any Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

ARTICLE 9: EXTRA SERVICES

9.1 General

- 9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.
- 9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.
- 9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.

9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services:

- 9.2.1 Preparing special studies, reports, or applications at the written direction of the Owner, other than those specifically required herein as part of Basic Services;
- 9.2.2 Assisting in the appeals process of permitting boards or commissions;
- 9.2.3 Rebidding, resolicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services;
- 9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;
- 9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;
- 9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
- 9.2.7 Assisting the Owner in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager;
and

- 9.2.8 Upon the Owner's request, the Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D $\frac{1}{2}$ and § 44D $\frac{3}{4}$ as applicable, including participation as a member of the Owner's Prequalification Committee.
- 9.2.9 Upon the Owner's request, the Owner's Project Manager shall administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D $\frac{1}{2}$ and § 44D $\frac{3}{4}$ as applicable, including participation as a member of the Owner's Prequalification Committee.
- 9.2.9 Upon the Owner's request, the Owner's Project Manager shall coordinate the timely review of the design between the Designer and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer and Owner and coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner of such issues.
- 9.2.10 Upon the Owner's request, the Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.
- 9.2.11 Upon the Owner's request, the Owner's Project Manager shall schedule the Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.
- 9.2.12 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

10.1.2 Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

10.2 Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its Subconsultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract. If a Subconsultant hired to perform Basic Services performs Extra Services approved by the Owner, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and its employees and agents, from all claims of the Owner's Project Manager and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the Owner with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment

12.1.1 The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the Owner. Likewise, any successor to the Owner's Project Manager must first be approved by the Owner before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

12.2.1 The Owner may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the Owner provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

12.3.1 By written notice to the Owner's Project Manager, the Owner may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's Project Manager beyond the date of termination.

12.3.2 By written notice to the Owner, the Owner's Project Manager may terminate this Contract:

- (a) if the Owner, within thirty (30) days following written notice from the Owner's Project Manager of any material default by the Owner under the Contract, shall have failed to cure such default; or
- (b) if, after the Owner's Project Manager has performed all services required during any phase prior to construction, at least six (6) months have elapsed without receipt by the Owner's Project Manager of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Owner's Project Manager. This provision shall not apply to an Owner's Project Manager who has received a notice of suspension pursuant to Article 12.2.
- (c) Upon a proper termination by the Owner's Project Manager, the Owner's Project Manager shall be compensated as provided in 12.3.1 above regarding termination without cause.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the Owner to the Owner's Project Manager, or by the Owner's Project Manager to the Owner, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the Owner at the addresses indicated on page one.

ARTICLE 14: INDEMNIFICATION OF OWNER

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.2 With respect to non-professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Subconsultants.

14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the Owner under this Contract or at law.

ARTICLE 15: INSURANCE

15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Owner's Project Manager or for such longer period as otherwise required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner.

15.3 The Owner's Project Manager and its Subconsultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration

dates. The Owner's Project Manager shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.

15.4 To the fullest extent permitted by law, termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subconsultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

15.6 The Owner's Project Manager or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The Owner shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with M.G.L. c. 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner.

15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner. The Owner shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner.

15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

- a. \$1,000,000 Each Person for Bodily Injury;
- b. \$1,000,000 Each Accident for Bodily Injury; and
- c. \$1,000,000 Each Accident for Property Damage.

15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the Owner on or before the effective date of this Contract and for a period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the Owner pursuant to M.G.L. c. 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the Owner. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

In the event that the Owner terminates this Contract at or before the completion of the Pre-Design/Schematic Design Phase "without cause" as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Pre-Design/Schematic Design Phase and the Contract is not amended to authorize the Owner's Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the Owner otherwise elects not to proceed with the Project beyond the Pre-Design/Schematic Design Phase, for whatever reason, the Owner may amend this Article 15.8.

15.9 Liability of the Owner's Project Manager

Insufficient insurance shall not release the Owner's Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner's Project Manager shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

15.10 Waiver of Subrogation

To the extent damages are covered by property insurance, the Owner and the Owner's Project Manager waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or the Owner-CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Trade Contractors, Non-Trade Contractors Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner's Project Manager pursuant to this Contract (collectively, the "Materials"), other than the Owner's Project Manager's administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner as "works made for hire" or otherwise. The Owner will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner's Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner's Project Manager. At the completion or termination of the Owner's Project Manager's services, all original Materials shall be promptly turned over to the Owner.

ARTICLE 17: MISCELLANEOUS

17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and

17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the

Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Subconsultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Subconsultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .

17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

17.8 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute:

(a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting;

(b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above;

(c) Litigation. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 90 days of first attempting to do so, then either party may file suit in accordance with Article 17.9; and

(d) This paragraph of dispute resolution provisions shall survive termination of this Contract.

17.9 Venue: Any suit by either party arising under this Contract shall be brought only in the court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed \$404,252. The \$404,252 fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than \$404,252. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

<u>Title</u>	<u>Rate/Hr.</u>	
	Through 6/2016	From 7/2016 through 6/2017
Project Director	\$166	\$175
Project Manager	\$124	\$130
Asst. Project Manager	\$90	\$95
Construction Site Mgr	\$114	\$120
Admin / Accounting	\$62	\$65

Services and schedule shall be per Exhibit A attached.

ATTACHMENT B

KEY PERSONNEL

Project Director – Tim Bonfatti
Project Manager – Bryan Jarvis
Assistant Project Manager – Laureen Westman
Construction Site Manager – Steve Devine
Admin/ Accounting – Mary Kuppens

	2016																2017						
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
Pre-design/ Designer Selection								Town Meeting															
Design Phase																							
Bidding Phase																							
Construction Phase																							
Close-out Phase																							
Project Director	4	4	4	4	4	4	4	4	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Project Manager	4	4	4	3	3	3	3	3	3	8	8	8	8	12	12	12	12	12	12	12	12	8	8
Asst. Project Manager	10	10	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Construction Site Mgr										40	40	40	40	20	20	20	20	20	20	20	20	10	10
Admin / Accounting	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

Project Director	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6
Project Manager	17.2	17.2	17.2	12.9	12.9	12.9	12.9	12.9	12.9	34.4	34.4	34.4	34.4	34.4	51.6	51.6	51.6	51.6	51.6	51.6	51.6	34.4	34.4
Asst. Project Manager	43	43	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4	34.4
Construction Site Mgr	0	0	0	0	0	0	0	0	0	172	172	172	172	86	86	86	86	86	86	86	86	43	43
Admin / Accounting	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6	8.6

EXHIBIT A

**Fee Calculation
Medway DPS Garage
07-15-15**

		Total Hours	
		2015/2016	2016/2017
Project Director		163.4	111.8
Project Manager		163.4	584.8
Asst. Project Manager		361.2	447.2
Construction Site Mgr		172	1290
Admin / Accounting		86	111.8

		Hourly Rates	
		Base	Base
Project Director		\$166	\$175
Project Manager		\$124	\$130
Asst. Project Manager		\$90	\$95
Construction Site Mgr		\$114	\$120
Admin / Accounting		\$62	\$65

		Fee by Phase		
Project Director		\$ 27,165	\$ 19,516	\$ -
Project Manager		\$ 20,180	\$ 75,834	\$ -
Asst. Project Manager		\$ 32,598	\$ 42,378	\$ -
Construction Site Mgr		\$ 19,608	\$ 154,413	\$ -
Admin / Accounting		\$ 5,311	\$ 7,249	\$ -
		\$ -	\$ -	\$ -
<i>Hourly Fee by Phase</i>		\$ 104,862	\$ 299,390	\$ -
<i>Avg. Monthly Fee</i>		\$ 9,533	\$ 23,030	\$ -

OPM Fees	\$ 404,252
Estimating (reimbursable)	
Total	\$ 404,252

EXHIBIT A



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

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

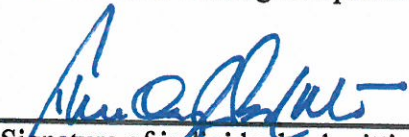
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;

No consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;

No person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer.



Signature of individual submitting bid or proposal

Compass Project Management, Inc.

Name of Business (please type or print)

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

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

Individual

Signature Date

Name (please print or type) Social Security Number

Corporate

Compass Project Management, Inc.

Corporate Name (please print or type)

 _____
Signature of Corporate Officer Date

Timothy J. Bonfatti _____
Name of Corporate Officer (please print or type) Title

26 - 3959248 _____
Taxpayer Identification Number

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

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
Compass Project Management, Inc. held on January 15, 2015 it

Was voted that:

Timothy J. Bonfatti, President

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

Shall be valid and binding upon this company.

A true copy,

ATTEST:

TITLE:

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

I hereby certify that I am the clerk of the Compass Project Management, Inc.

And that Timothy J. Bonfatti is duly elected President

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


(CLERK)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/15

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

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

PRODUCER Edward A. Ellis Ins. Agcy. Inc 182 W. Central St, suite 302 Natick, MA 01760	CONTACT NAME: Adam Ellis	
	PHONE (A/C, No Ext): (508) 653-1600	FAX (A/C, No): (508) 653-7180
E-MAIL ADDRESS: service@ellisinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Associated Employers Insurance		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Compass Project Management Inc
 266 Main Street, Suite 31A
 Medfield, MA 02052

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/Y YY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC-500-5008391-201	6/22/15	6/22/16	WC STATUTORY LIMITS	X OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Medway DPS Facility
 Medway Town Hall
 155 Village Street
 Medway, MA 02053

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

AUTHORIZED REPRESENTATIVE

Adam Ellis

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Phone:

Fax:

E-Mail:

AGENDA

ITEM #6

Approval – One-Day Liquor License Applications

- a. **Brooke Cassidy/Medway High School Class of 2010 – Thayer Homestead – 11/25/15**
- b. **William Lambirth – Thayer Homestead – 11/29/15**
- c. **Gregg Katz – Thayer Homestead – 9/4/16**

Associated back up materials attached.

- Brooke Cassidy's application and Police Chief's recommendation
- William Lambirth's application and Police Chief's recommendation
- Gregg Katz's application and Police Chief's recommendation

Proposed motion: I move that the Board approve one-day all alcohol licenses for Brooke Cassidy, William Lambirth and Gregg Katz for their events to be held at the Thayer Homestead subject to fulfillment of the Police Chief's recommendations and receipt of required insurance documentation.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol Wine and Malt

Event Medway high school reunion class of 2010

Name of Organization/Applicant MHS officers / Brooke Cassidy

Address 175 Village St. Medway MA, 02053

FID# _____

Phone () _____ ax () _____ Email | _____

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer homestead

Event Date NOV. 25th 2015

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

Is event open to the general public? Y N

Estimated attendance 75-125

Will there be an age restriction? Y N

Minimum age allowed: 21

How, where and by whom will ID's be checked? all guests are
23 and over

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

Alcohol server(s) _____
Attach Proof of Alcohol Server Training
BROOKE CASSIDY, LIZ SISTRANCI

Provisions for Security, Detail Officer _____

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

Experience _____

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

Date of Application 11/5/15

Applicant's Signature Brooke Cassidy

Applicant's Name BROOKE CASSIDY

Address 175 Village St, Medway MA. 02053

Phone _____ ax () _____ Email !

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

Police Department _____
315 Village St _____ Date _____

Fire Department [Signature] _____ Date 11/10/15
44 Milford St _____ Date _____

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

Building Department Jm via email _____ Date 11/2/15
Town Hall, 1st Fl _____ Date _____



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 10, 2015

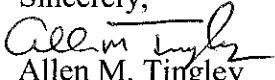
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- 2010 MHS Class reunion

I have reviewed the request from Brooke Cassidy, for a one day liquor license for a 2010 MHS class reunion, to be held at the Thayer House, 2B Oak Street, on November 25, 2015. I approve of the issuance of this license with the stipulations there will be no on-street parking on Mechanic Street and Oak Street, all alcoholic beverages served at the event, must be purchased from a licensed wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. A responsible adult with some knowledge of Massachusetts liquor laws will be checking ID's of individuals served alcohol at this event.

Sincerely,


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol [checked] Wine and Malt []

Event wedding vow renewal - private family brunch

Name of Organization/Applicant W.D. Lambirth

Address 1 Richardson St. Medway

FID#

Phone Fax Email

Non-Profit Organization Y N N/A private event for family
Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 11/29/15

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 12pm-4pm

Is event open to the general public? Y N X

Estimated attendance 35

Will there be an age restriction? Y N X
Minimum age allowed:

How, where and by whom will ID's be checked? Adults and babies
are the only invited guests

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

Alcohol server(s) _____
Attach Proof of Alcohol Server Training

We would just like to serve champagne / mimosas for toast

Provisions for Security, Detail Officer N/A

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

Experience Police background

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

Date of Application 11/19/15

Applicant's Signature William David Lambirth

Applicant's Name William David Lambirth

Address 1 Richardson St.

Phone _____ Fax () _____ Email _____

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

Police Department _____ Date _____
315 Village St

Fire Department _____ Date _____
44 Milford St

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

Building Department _____ Date _____
Town Hall, 1st Fl



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 20, 2015

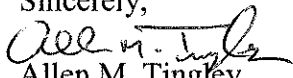
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Lambirth Wedding Vow Renewal Ceremony

I have reviewed the request from W. David Lambirth for a one day liquor license for a wedding vow renewal ceremony and private family brunch, to be held at the Thayer House, 2B Oak Street, on November 29th, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

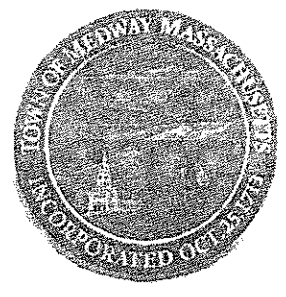
Sincerely,


Allen M. Tingley
Chief of Police

Dist #34819

Board of Selectmen

Dennis P. Crowley, Chair
John A. Foresto, Vice-Chair
Richard A. D'Innocenzo, Clerk
Stenn 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**

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

There is no fee for this license.

All Alcohol Wine and Malt

Event Wedding

Name of Organization/Applicant Gregg Katz

Address 29 Knowlton Circle Upton, MA 01568

SS# or FID# _____

Phone : () _____ Email _____

Non-Profit Organization Y NO
Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 09/04/16

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5pm - 11pm

Is event open to the general public? Y NO

Estimated attendance 70

Will there be an age restriction? Y _____ NO _____

Minimum age allowed: _____

How, where and by whom will ID's be checked? Bartending Service

Is there a charge for the beverages? Y _____ NO _____

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training _____

Provisions for Security, Detail Officer N/A

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

Experience _____

The following may be required:

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

Date of Application 08/04/15

Applicant's Signature Gregg Katz

Applicant's Name Gregg Katz

Address 29 Knowlton Circle Upton, MA 01568

Phone _____ ax () _____ Email _____

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



Medway Police Department

315 Village Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

November 10, 2015

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Katz Wedding

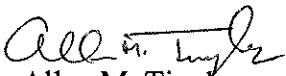
I have reviewed the application for the ^{one} day liquor license request for the Katz wedding reception scheduled for September 4, 2016 at the Thayer House.

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

There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of alcohol beverages will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by Special Occasion Servers Inc. All servers are reported to be TIPS certified.

Respectfully Submitted


Allen M. Tingley
Chief of Police

AGENDA

ITEM #7

Action Items from Previous Meeting

Associated backup material 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	DPS	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewal process; Mtg of Cable Advisory Com	BOS	Verizon & Comcast notice received; further action Fall 2015
5	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
6	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Future Town Meeting
7	2/24/2015	\$1.1 mil environmental bond bill; Choate Improvements; prepare technical proposal for state funding in FY17	TA/BOS	Ongoing
8	2/28/2015	Database of searchable minutes/Update Town Website	TA/IS	Fall 2015
9	6/1/2015	Road and Sidewalk Repair and Construction Strategy/Plan	DPS	Winter 2016
10	10/13/2015	Policy on Land Acceptances - BOS v ConCom	BOS/ PEBD	January 2016
11	11/2/2015	Discussion - solid waste and recycling fees	BOS/DPS	Winter 2016

AGENDA

ITEM #8

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #9

Approval of Minutes

Associated backup material attached.

- Draft Minutes – August 17, 2015
- Draft Minutes – August 31, 2015

Proposed motion: I move that the Board approve the draft minutes of the August 17 and 31, 2015 Board of Selectmen meetings.

1 **Board of Selectmen's Meeting**
2 **August 17, 2015 -- 7:02 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5
6

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

9
10 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;
11 David D'Amico, Deputy Director, Department of Public Services; Mary Lou Staples, Chair, Council on
12 Aging.

13
14 Others Present: Amanda Zuretti, Town Counsel

15
16 *****

17
18 At 7:02 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance.
19

20 **Public Comments:**

21 Mr. Brian Adams, 2 Milford Street, asked if the Town gets to vote on any aspect of proposed Exelon
22 expansion at Town Meeting. Mr. Boynton responded that, in terms of permitting, the answer is no. A
23 Town Meeting vote is required to approve any PILOT agreement. Mr. Adams asked if the Town is
24 allowing the State to decide the matter for it. Mr. Boynton responded that statement is not a fair
25 characterization. The State has the authority to site this type of facility while any PILOT agreement and
26 community benefit agreement is determined by the individual community.
27

28 At this time, Mr. Boynton explained the role of Julie Dennehy, a consultant hired as a communications
29 specialist. She was hired for her expertise in communications for the Town; she is not involved with this
30 plant proposal in any way. Ms. Dennehy will be involved in communications outreach in general.
31

32 Mr. Adams continued, stating that in 2009 Annual Town Meeting approved the Master Plan as Article
33 30. One of the goals relates to the Town's cultural and natural resources, and can be found on page 59.
34 Mr. Boynton assured Mr. Adams that neither the Board nor Town officials would do anything that would
35 result in a negative effect on the community. They are in the process of fact-finding and hiring
36 consultants to help us learn as much as possible.
37

38 **Consideration of Appointment: Zoning Board of Appeals, Assoc. Member – Brian White: Medway**
39 **Pride Day Committee – Sarah Stone:**

40 *The Board reviewed the following information: Letter of interest and resume from Brian White;*
41 *(2) Memorandum dated July 27, 2015 from Zoning Board of Appeals; and (3) Letter of Interest from*
42 *Sarah Stone.*
43

44 Present: Brian White; Sarah Stone.
45

46 Mr. Brian White, 116 West Street, stated he had recently moved to Medway. He works at Rhode Island
47 College and currently holds a contractor's license. He has been working in construction and real estate
48 for 10-15 years. Mr. White is married with four daughters under the age of 8.

1
2 Selectman Trindade noted that the two most thankless boards are the Board of Selectmen and Zoning
3 Board of Appeals. The key is objectivity in all decisions, and not allowing preconceived notions to rule.
4 Mr. White responded that he is familiar with board work and civic duty.

5
6 Selectman Crowley asked Mr. White to reassure the Board that he can be objective as West Street is
7 very close to the power plant. Brian stated he will be objective, noting that his home is at the other end
8 of West Street.

9
10 **Selectman Trindade moved that the Board appoint Brian White to the Zoning Board of Appeals as an**
11 **associate member for a three-year term; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

12
13 Ms. Sarah Stone, 62 Fisher Street, stated she has lived in Medway for seven years. She has worked with
14 the Medway Pride Day Committee for three years and is now looking for a formal appointment.

15
16 **Selectman Trindade moved that the Board appoint Sarah Stone to the Medway Pride Day Committee**
17 **for a one-year term; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

18
19 **Approval – Common Victualler License Transfer – Golden Bamboo Inc.:**

20 *The Board reviewed the Application. It is noted that the Town Administrator’s office is awaiting*
21 *signature from the Building and Fire Departments.*

22
23 It was noted that the owner was not present. Selectman Trindade pointed out that this is the busy
24 dinner hour at the restaurant. Ms. Potter clarified that the restaurant does not have a liquor license.

25
26 **Selectman Trindade moved that the Board approve the issuance of a common victualler license to**
27 **Golden Bamboo, Inc. conditioned upon the required departmental approvals; Selectman White**
28 **seconded. Selectman Crowley stated he would not vote for this as this is the third license transfer in**
29 **the past couple years, all for \$1, though it looks like it is staying in the family. VOTE: 4-1-0.**

30
31 **Authorization to Expend Grant Funds – Executive Office of Elder Affairs Grant – Council on**
32 **Aging - \$18,027:**

33 *The Board reviewed a Grant Expenditure Form accompanied by grant information.*

34
35 Present: Mary Lou Staples, Chair, Council on Aging.

36
37 Ms. Staples stated that there are specific things that the grant funds can be used for, including
38 Volunteer Coordinator, specific events and associated expenses. It is based on the 2010 census.

39
40 **Selectman Trindade moved that the Board authorize the expenditure of the Executive Office of Elder**
41 **Affairs grant funds in the amount of \$18,027 as outlined; Selectman White seconded. No discussion.**
42 **VOTE: 5-0-0.**

43
44 **Authorization of Chairman to Execute Contract with George E. Sansoucy, P.E., LLC for**
45 **Utility Valuation Modeling - \$6,000:**

46 *The Board reviewed the following information: (1) Memorandum dated August 11, 2015 from Donna*
47 *Greenwood, Principal Assessor; and (2) Contract.*

1 Mr. Boynton reported that this contract is for the Assessors' overall utility valuation process, adding that
2 there may be a Fall Town Meeting article proposed to address a greater than anticipated need for
3 contracted services this fiscal year. Selectman Trindade noted that this company is one of the best in
4 their field of expertise.

5
6 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with**
7 **George E. Sansoucy, P.E., LLC to provide utility valuation modeling in the amount of \$6,000 pending**
8 **review and approval by both Town Counsel and the Town Accountant; Selectman White seconded.**
9 **No discussion. VOTE: 5-0-0.**

10
11 **Authorization of Chairman to Execute Contract with Concrete Modular Systems, Inc. for**
12 **Cassidy Field Bathroom Installation - \$55,905.95:**

13 *The Board reviewed the following information: (1) Memorandum dated August 17, 2015 from Tom*
14 *Holder, Director, DPW; (2) Bid results; and (3) Contract.*

15
16 Mr. Boynton reported that the concrete pad for the modular bathrooms has been poured. The sewer
17 connections have been completed. Some of the remaining components of this project need to be
18 coordinated.

19
20 **Selectman Trindade moved that the Board authorize the Chairman to execute the contract with**
21 **Concrete Modular Systems in the amount of \$55,905.95 pending review and approval by both Town**
22 **Counsel and the Town Accountant; Selectman White seconded. It was noted that the additional**
23 **electric requirement will be handled by the Little League. No further discussion. VOTE: 5-0-0.**

24
25 **Approval – Orders of Taking – Route 109 Right of Way:**

26 *The Board reviewed the following information: (1) Draft Order of Taking; (2) Example Affidavit; and*
27 *(3) Progress Print of Taking Plans.*

28
29 Present: David D'Amico, Deputy Director, Department of Public Services; Amanda Zuretti, Town
30 Counsel.

31
32 Mr. Boynton extended kudos to Mr. D'Amico and Attorney Zuretti for their diligence on getting the
33 paperwork completed to ensure that this project can be shovel-ready in the spring.

34
35 Mr. D'Amico reported that over 100 properties are involved, i.e., permanent easements, walls, drainage,
36 etc., for a three-year period while the construction is being done. Ms. Zuretti stated this project was
37 under very good control when she came on board. At this time, she asked the Board to consider the
38 motion before it.

39
40 **Selectman Trindade moved that the Board has determined that common convenience and necessity**
41 **require that Main Street (Route 109), a public way in the Town of Medway, be reconstructed; and it is**
42 **necessary to acquire fee interests, temporary easements, and permanent easements in certain parcels**
43 **of land for the purpose of reconstructing said way; and under the authority given by the votes under**
44 **Article 29 of the Annual Town Meeting held on May 12, 2014; the vote under Article 17 of the**
45 **November 30, 2014 Special Town Meeting; and Article 5 of the Town at the Annual Town Meeting**
46 **held on March 9, 2015 (the "Town Votes"), and General Laws c. 82 §§ 1-23 and General Laws c. 79, as**
47 **amended, and any and every other power and authority which is hereunto in anyway enabling, and**
48 **having given notice according to the requirements of law to all persons known to it to be interested in**

1 the reconstruction of said way, of its intention to take such interests in real property described in the
2 plan titled "Alteration Plan Main Street (Routed 109) Medway, prepared for the Town of Medway"
3 dated August 17, 2015, prepared by Greenman-Pedersen, Inc., recorded with the Norfolk County
4 Registry of Deeds herewith (the "Plan"), a copy of which is on file with the Town Clerk of the Town of
5 Medway.

6
7 The Board of Selectmen hereby votes to endorse the Plan, and to take for the purpose of public ways,
8 those fee interests, temporary easements and permanent easements over those certain parcels of
9 land commonly known as Route 109 shown as on said Plan, which land is owned or supposed to be
10 owned by the abutters on said way, and determine that damages by reason of this taking shall be
11 awarded as shown on the schedule shown on the Order of Taking.

12
13 The Board further votes that a representative of the Town of Medway shall cause this Order of Taking
14 to be filed with the Norfolk Registry District of the Land Court and recorded in the Norfolk Registry of
15 Deeds, in Dedham, Massachusetts and shall notify the Treasurer and Collector of Taxes in the Town of
16 Medway of this taking in accordance with General Laws c. 79, §7F.

17
18 The Board also votes to authorize its Chairman, John Foresto, to execute Notices of Taking and Offers
19 of Payment Pro Tanto upon filing and recording of said Order of Taking and plans.

20
21 And, the Board votes to authorize its Chairman, John Foresto, to execute the Affidavit, the post-
22 recording Affidavit required by MassDOT as part of the Federal Highways funds program, an example
23 of which is presented here.

24
25 Selectman White seconded the motion. Selectman Trindade offered an amendment reflecting
26 changes requested by Town Counsel, specifically that March 9, 2015 was Special Town Meeting, not
27 Annual; and authority is given per Mass. General Laws, c. 82 §1-84. Selectman White seconded the
28 amendment. Selectman Crowley asked if this was the final piece for this project. Mr. D'Amico is still
29 receiving comments from MassDOT. Mr. D'Amico stated that all affected owners were notified by
30 registered letter and asked to notify DPS if there are issues. Attorney Zuretti reported that the takings
31 would be by eminent domain. Each property owner has the right to file suit in Superior Court within
32 three years of the Order of Taking. Brief discussion followed on the process. Mr. D'Amico will provide
33 a list of the affected properties to the Board, noting that 90% of these takings are temporary. VOTE:
34 4-0-1 -- Selectman White abstained as she is a property owner along Route 109 and her property is
35 one of the affected properties.

36
37 Ms. Zuretti instructed Board members that they need to sign two sets of Mylar plans as well as two copies
38 of the documents which she will then notarize. Each Board member confirmed they are signing of their
39 own volition and as representatives of the Town. Plans and documents were signed and notarized.

40
41 **Approval – Inter-municipal Agreement with Millis for Shared Energy Manager:**

42 *The Board reviewed the following information: (1) Email from Robert Weiss, Energy Manager; (2)*
43 *Proposed inter-municipal agreement; (3) Annual report; and (4) Energy Usage Report samples.*

44
45 Mr. Boynton reported that this will be Year Two of the agreement.

46
47 **Selectman Trindade moved that the Board approve the inter-municipal agreement with Millis for shared**
48 **energy manager services as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

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Approval – Opening and Closing Dates for Fall Town Meeting Warrant (9/1/15, 9/14/15):

The Board reviewed a Draft Town Meeting Calendar.

Mr. Boynton reminded Board members that, as their next meeting will be August 31, this needs to be addressed tonight.

Selectman Trindade moved that the Board open the November 9 Fall Town Meeting Warrant on September 1, 2015 and to close it on September 14, 2015; Selectman White seconded. No discussion. VOTE: 5-0-0.

Approval – One-Day Liquor License Application – Greg Bedard, Thayer Homestead, 8/28/15:

The Board reviewed the following information: (1) One-Day License Application; and (2) Police Chief’s recommendation.

Selectman Trindade moved that the Board approve a one-day liquor license for Greg Bedard’s event at the Thayer Homestead on August 28, 2015 subject to fulfillment of the Police Chief’s recommendations; Selectmen White seconded. No discussion. VOTE: 5-0-0.

Action Items from Previous Meeting:

The Board reviewed the Action Items list.

- #1 -- Street acceptance process – No update.
- #2 -- Route 109 – the Orders of Taking was discussed earlier this evening.
- #3 -- Brentwood Project– The engineers will begin focusing on the piece that involves CVS. The Town Administrator made it clear that the work near the CVS needs to happen within the Route 109 construction work or it will be at a substantial private cost.

It was noted that interviews for the DPS Facility OPM will begin next week.

Approval of Warrants:

The Board reviewed Warrants 16-8 and 16-8S.

Selectman D’Innocenzo, Clerk, read aloud Warrants 16-8 and 16-8S, dated 8/2015, presented for approval:

16-8S	School Bills	\$	360,714.50
16-8	Town Bills	\$	<u>1,724,727.77</u>
	TOTAL	\$	2,085,442.27

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

Approval of Minutes:

The Board reviewed draft minutes from November 3, 2014; February 4, 2015; and March 16, 2015.

Selectman Trindade moved that the Board approve the minutes of November 3, 2014, as drafted; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.

1
2 **Selectman Trindade moved that the Board approve the minutes of February 4, 2015, as drafted;**
3 **Selectman White seconded. No discussion. VOTE: 5-0-0.**
4

5 **Selectman Trindade moved that the Board approve the minutes of March 16, 2015; Selectman White**
6 **seconded. No discussion. VOTE: 4-0-1 -- Crowley abstained as he was absent.**
7

8 **Town Administrator’s Report:**

9 Mr. Boynton reported on a variety of topics:

- 10 ➤ The results of the Solid Waste Survey (polling of area communities) due soon;
- 11 ➤ A recent visit to a building that straddles the line between Medway and Holliston on Route 126
- 12 that might prove useful for municipal use;
- 13 ➤ Town-wide financial updates;
- 14 ➤ FY2017 budget update;
- 15 ➤ 2015 Fall Town Meeting update; and
- 16 ➤ Social Media Training

17
18 **Selectmen’s Reports:**

19 Selectman Crowley stated he attended the Conservation Commission meeting with Timber Crest LLC.
20 He noted that ConCom chair, David Travalini, did an excellent job walking residents through the process
21 and answering questions. This group does not get enough credit for all the work they do.
22

23 Selectman Crowley asked Mr. Boynton about Woodside Condominiums. Mr. Boynton responded that
24 Town Counsel has been consulted.
25

26 **At 8:09 PM Selectman Trindade moved that the Board enter into Executive Session under Exemption 3**
27 **to discuss strategy with respect to litigation where an open meeting may have a detrimental effect on**
28 **litigating position of the Town [Exelon West Medway, LLC and Exelon West Medway II, LLC - Energy**
29 **Facilities Siting Board intervention] if the chair declares than an open meeting may have a detrimental**
30 **effect on the negotiating position of the public body. The Board will reconvene in open session to**
31 **address agenda item #16. Selectman White seconded the motion. Chairman Foresto did so declare.**
32 **No discussion. Roll Call Vote: 5-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; Trindade, aye;**
33 **White, aye).**
34

35 *****

36
37 Chairman Foresto reconvened Public Session at 9:11 PM.
38

39 **Approval – Technical Consultants to Review Proposed Exelon Expansion Project:**

40 *Background materials were reviewed in Executive Session.*
41

42 **Selectman Trindade moved that the Board authorize the Chair to execute a contract for Acentech, Inc.**
43 **for noise consultation and acoustical consulting services in an amount not to exceed \$10,000;**
44 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**
45

46 **Selectman Trindade moved that the Board authorize the Chair to execute a contract with Lynne**
47 **Santos and Air Quality Associates for emissions consulting services in an amount not to exceed**
48 **\$10,000; Selectman White seconded. No discussion. VOTE: 5-0-0.**

1
2 Selectman Trindade announced that the Town Administrator vetted both these companies to confirm
3 that neither of these firms had performed any work for Exelon in the past.

4
5 Selectman Crowley asked the Town Administrator to prepare a list of all the consultants who are looking
6 at the proposed expansion project, including such things as tax matters, configuration of the water
7 system, air quality and emissions, noise concerns, and a legal consultant with regard to any contracts
8 and agreements. Also noted was that eleven pages of questions will be submitted to the Energy
9 Facilities Siting Board

10
11
12 **At 9:13 PM Selectman Trindade moved to adjourn; Selectman D’Innocenzo seconded. No discussion.**
13 **VOTE: 5-0-0.**

14
15
16
17 Respectfully submitted,
18 Jeanette Galliardt
19 Night Board Secretary

1 **Board of Selectmen's Meeting**
2 **August 31, 2015 – 7:00 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5

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

10 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator.

11
12 Others Present: Susy Affleck-Childs, Planning and Economic Developmen Coordinator; Tom Holder,
13 Director, Department of Public Services;

14
15 *****
16

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

19 **Public Comments:**

20 Mr. Charlie Myers distributed a handout and briefly discussed start-up time which was originally
21 announced as ten minutes, and then corrected to ten minutes with an additional twenty. He also
22 expressed concern about the potential number of trucks coming on and off the site and identified an
23 inconsistency in the map of the property relative to staging area for trucks on one plan and another use
24 in the same place on another map. Brief discussion followed on concerns about emissions relative to
25 dual-fuel system of natural gas and oil.
26

27 Additionally, Mr. Myers encouraged the Board to check all pertinent dates for document submittal
28 before the October public hearing. He suggested reserving some time at regular meetings before the
29 end of September to solicit questions from the public, outside of the public hearing itself. This would
30 allow time to get answers back from Exelon before the public hearing, and then formulate a rebuttal, if
31 one is necessary. Brief discussion followed.
32

33 Brian Adams, 2 Milford Street, asked if representatives from Exelon, the Conservation Law Foundation
34 (CLF) and Charles River Watershed (CR) would also be present at the October public hearing. He is trying
35 to get people involved, encouraging them to review documents that are available and learn as much as
36 possible before that October meeting. Selectman Crowley pointed out that CLF and CR are doing their
37 own negotiations so it may not be appropriate to approach them, but it is worth asking the question.
38 Brief discussion followed.
39

40 Brian Gagnon, 8 Oak Street, asked about measuring the output of the carbon monoxide. One cannot
41 smell it and a person will not know if he is breathing it. Selectman Crowley responded that is one of the
42 questions the Board has. The EPA will also come in and shut them down if it is at harmful levels.
43 Selectman Trindade added that the Town has asked that monitoring equipment is placed in Medway.
44

45 Mr. Gagnon also expressed concern for excessive traffic on Oak Street surrounding events at Thayer
46 Homestead, as well as high school drivers cutting through. Selectman Trindade pointed out that during
47 traffic enforcement activity on that street many of the warning tickets issued are to people who live in
48 that area.

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Acceptance of Land – Trail Drive (Norwood Acres):

The Board reviewed the following information: (1) Memorandum dated August 24, 2015 from Susy Affleck-Childs, Planning and Economic Development Coordinator; (2) Associated subdivision plan and map; and (3) Deed documents.

Present: Susy Affleck-Childs, Planning and Economic Development Coordinator.

Ms. Affleck-Childs reported that this particular parcel of land is associated with a small private way subdivision developed by the Marshall family. The project is coming to a close so this is the time to convey the open space parcel to the Town. This parcel is immediately north of an existing 9-acre parcel that is already owned by the Town. The Conservation Commission has voted its acceptance.

Selectman Trindade asked if trails can be developed there without impacting the privacy of the abutting property owners. Selectman Crowley asked if that is in perpetuity and if there was any way of changing it in the future if the needs of the Town are dramatically different. Mr. Boynton theorized that, as it already abuts open space land and a fair percentage is wetland, the odds are that there could be no other use in the future. Brief discussion followed.

It was decided to table this until the next meeting while additional information is gathered. How many more proposals such as this are in the works? Is there a policy for these kinds of transactions? Do they come under the supervision of the Conservation Commission or the Board of Selectmen? The minutes can be researched. Is there anything that offers a choice or does it automatically go to the Conservation Commission?

Authorization of Chairman to Execute Change Order for Cassidy Field Complex – Gravity Construction, \$44,600:

The Board reviewed the following information: (1) Memorandum dated August 25, 2015 from Tom Holder, DPS Director; and (2) Change order.

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

Mr. Holder reported that the existing water service was likely installed by volunteers years ago with valves and couplings that have not held up over time. The line is also not sufficient to service present and future needs of the complex. It will have to be put on the other side of the driveway, and that property owner is very supportive. The fence will be taken down, the work will be done, the fence will be replaced and the disturbed area will be landscaped. He briefly described the parts of the installation.

Regarding funding, Mr. Holder stated that 2015 Annual Town Meeting included a financial article for “unforeseen water uses” in the amount of \$158,000, and this project meets the spirit of that article.

Selectman Trindade move that the Board authorize the Chairman to execute the change order relative to the Cassidy Field complex contract with Gravity Construction in the amount of \$44,500; Selectman White seconded. Selectman Crowley asked how much money is left in that article. It was noted that this company is already in Medway doing other projects so it makes good sense to take care of this one now. No further discussion. VOTE: 4-1-0 -- Crowley opposed, noting that he cannot vote on the amount of a change order without knowing the balance of the account.

1 **Authorization of Chairman to Execute Change Order for Route 109 Engineering – Greenman Pederson,**
2 **Inc., \$238,822.69:**

3 *The Board reviewed the following information: (1) Memorandum dated August 26, 2015 from Tom*
4 *Holder, DPW Director; and (2) Change Order.*

5
6 Present: Tom Holder, Director, DPS; David D’Amico, Deputy Director, DPS.

7
8 Mr. D’Amico reported that DPS has been going back and forth with GPI, integrating grant money and so
9 on. He briefly described some of the changes that were required by MassDOT including the replication
10 of a wetland area. Necessary funding is coming from Chapter 90 funds. Mr. Boynton noted that this
11 was not unexpected, but this is the final change order.

12
13 **Selectman Trindade moved that the Board authorize the Chairman to execute the change order**
14 **relative to Route 109 engineering contract with Greenman-Pedersen, Inc. in the amount of**
15 **\$238,822.69; Selectman White seconded. No discussion. VOTE: 4-1-0. Crowley opposed because he**
16 **would like to see a summary of the original contract as it relates to previously approved change orders.**

17
18 **Approval – Amended Compensation Values for Route 109 Takings:**

19 *The Board reviewed a Revised Order of Taking Value for Route 109 Project.*

20
21 Present: Tom Holder, Director, DPS; David D’Amico, Deputy Director, DPS.

22
23 It was noted that some of the numbers associated with parcels may have changed minimally from the
24 original calculations. The recorded Order of Taking has the correct value, but now this has to be
25 corrected as well.

26
27 **Selectman Trindade moved that damages in the amount of \$9,146.00 be awarded to Albert Rao and**
28 **Paul Rao, Trustees of P & A Realty Trust who are the purported owners of the property known and**
29 **numbered 82 Holliston Street, Medway, MA in compensation for the taking of a permanent easement**
30 **in the parcel shown as PUE-15 and temporary construction easements in the parcels shown as TE-122;**
31 **TE-123; and TE-156 as shown on the Order of Taking voted by the Board of Selectmen on August 17,**
32 **2015 that was filed on August 18, 2015 with the Norfolk District Registry District of the Land Court as**
33 **Document No. 1335903 and also recorded the Norfolk Registry of Deeds in Book 33407, Page 214, and**
34 **shown on the plans recorded with said Deeds in Plan Book 641, Page 1. The damage award is made is**
35 **made by the Board pursuant to the authority under General Laws chapter 79, section 6, to**
36 **compensate the owner for the increase in area of the easement in parcels TE-123 and TE-156 which**
37 **valuation was set prior to the Order of Taking and is correctly shown thereon. Selectman White**
38 **seconded. No discussion. VOTE: 5-0-0.**

39
40 **Approval – Change of Hours, Sri Sitaram LLC d/b/a Medway Mart:**

41 *The Board reviewed the following information: Alcoholic Beverages Control Commission Monetary*
42 *Transmittal Form; (2) ABCC Form 43; (3) Change of Hours Checklist; and (4) Certificate of LLC Vote.*

43
44 **Selectman Trindade moved that the Board approve a change of hours of operation for Sri Sitaram**
45 **Enterprises LLC d/b/a Medway Mart to the following: Sunday 10AM – 10PM, Monday through**
46 **Saturday 8AM – 10PM; Selectman White seconded. No discussion. VOTE: 5-0-0.**

47
48 **Approval – One-Day Liquor License Application:**

1 The Board reviewed applications and Police Chief's recommendations for the following events to be held at
2 the Thayer Homestead: (1) Jason Rose, September 5, 2015; (2) Lisa [Beksha] Bravo, September 6, 2015; (3)
3 Milford Area Chamber of Commerce, September 9, 2015; (4) Premier Bartending, September 20, 2015; (5)
4 Tiffany Rose, November 7, 2015; and (6) Scott Buchanan/Melissa Ostrout, June 25, 2016.

5
6 **Selectman Trindade moved that the Board approve one-day alcohol licenses for Jason Rose, Lisa**
7 **[Beksha] Bravo, Milford Area Chamber of Commerce, Premier Bartending, Tiffany Rose and Scott**
8 **Buchanan/Melissa Ostrout as outlined subject to fulfillment of the Police Chief's recommendations**
9 **and receipt of all insurance documentation; Selectman White seconded. No discussion. VOTE: 5-0-0.**

10
11 **Action Items from Previous Meeting:**

12 There were no updates on the Action Items list.

13
14 **Approval of Warrants:**

15 *The Board reviewed Warrant 16-10.*

16
17 Selectman D'Innocenzo, Clerk, read aloud Warrant 16-10, dated 9/3/15, presented for approval:

18	19	16-10	Town Bills	<u>\$1,371,579.89</u>
20			TOTAL	\$1,371,579.89

21
22 **Selectman Trindade moved that the Board approve the Warrant as read; Selectman White seconded.**
23 **No discussion. VOTE: 5-0-0.**

24
25 **Approval of Minutes:**

26 *The Board reviewed draft minutes from April 21, 2015; June 1, 2015; and August 27, 2015.*

27
28 Review and approval of the minutes was postponed.

29
30 **Town Administrator's Report:**

31 Mr. Boynton reported that the Veterans District main office has acquired new space in the Town of
32 Holliston. Mr. Givens, Veterans Agent, will still have office hours in Medway but can also meet with
33 people in the new space after it is renovated.

34
35 Bids for the middle school renovations on the space for DPS are coming in higher than anticipated. The
36 School Committee will be addressing the extra expense at its meeting this week.

37
38 He briefly reported on the Cassidy Field Bathrooms, Medway's participation in the Commonwealth
39 Community Compact program, and updated the Board on the traffic enforcement program.

40
41 **Selectmen's Reports:**

42 Chairman Foresto reported he met with the Superintendent of Schools to talk about the impact of the
43 proposed 40B project on the school system, noting that there is some concern. There is additional
44 concern about the number of younger teachers who will be getting advanced degrees and higher
45 salaries each time they do so. There are also price increases for HVAC operations (heat and AC).

46
47 At 8:22 PM Chairman Foresto suspended the meeting for a brief recess.

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Executive Session:

At 8:30 PM Selectman Trindade moved that the Board enter into executive session under Exemption 3: to discuss strategy with respect to litigation when an open meeting may have a detrimental effect on litigating position of the town [Exelon West Medway, LLC and Exelon West Medway II, LLC – Draft Host community and PILOT Agreements] if the chair so declares; Selectman White seconded. The Chair did so declare. It was noted that the Board will not reconvene in Public Session. No further discussion. Roll Call Vote: 5-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).

Respectfully submitted,
Jeanette Galliardt

AGENDA ITEM #10

Town Administrator's Report

AGENDA ITEM #11

Selectmen's Reports