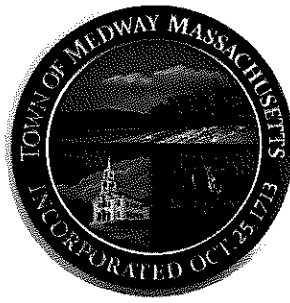


Board of Selectmen

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

Board of Selectmen's Meeting

March 16, 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 – Exemption 3: To discuss strategy with respect to collective bargaining or litigations if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares [Memorandum of Agreement between the Town and Medway Public Employees' Local Union]
- Public Comments

Other Business [Immediately following Executive Session]

1. Ratification – Memorandum of Agreement with Medway Public Employees' Local Union
2. Approval – General Obligation Bond Award - \$5,113,950
3. Grant Expenditure Authorizations
 - a. Mass. DCM grant for Choate Dam hydro-geologic study - \$22,000
 - b. Storm Water Management Initiative grant for enhanced leak detection - \$14,465
4. Discussion – Proposed Inspectional Services Fees
5. Authorization of Vice Chairman to Execute Contract with Greenman-Pedersen, Inc. for Traffic Review of Tri-Valley Design Proposal - \$9,800
6. Authorization of Vice Chairman to Execute Contract with Borego Solar for Power Purchase/Net-Metering Credit
7. Discussion – Special Town Meeting [May 11, 2015] Warrant Article Recommendations
8. Approval – One-Day Liquor License Applications
 - a. Medway High School Lacrosse Boosters – Thayer Homestead – March 28, 2015
9. Action Items from Previous Meeting
10. Approval of Warrants
11. Approval of Minutes
12. Town Administrator's Report
13. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

April 6, 2015 ---- Regular Meeting

April 21, 2015 ---- Regular Meeting (holiday week)

Public Comments

AGENDA ITEM #1

**Ratification –
Memorandum of Agreement between
Town of Medway and Massachusetts
Laborers' District Council [Municipal
Public Employees' Local Union]**

*Associated back up materials provided
in Executive Session.*

Proposed motion: I move that the Board approve and execute the Memorandum of Agreement between the Town and the Massachusetts Laborers' District Council [Municipal Public Employees' Local Union].

AGENDA

ITEM #2

General Obligation Bond Award - \$5,113,950

Associated back up materials attached.

- *General Obligation Bond Award dated March 15, 2015*
- *Yield Curve Comparison 3-11-15*

Proposed motion: I move that the Board of Selectmen award the General Obligation Bond for \$5,113,950 dated March 15, 2015 to Sterne, Agee & Leach, Inc. with a TIC bid of 2.017% and a premium of \$190,182.26.

GENERAL OBLIGATION BOND AWARD

BID DATE: March 11, 2015

DATED: March 15, 2015

STANDARD & POORS BOND RATING: AA+ STABLE

GOB AMOUNT: \$5,113,950

MATURITY DATE: March 15, 2029

The GOB includes the following:

<u>AMOUNT</u>	<u>PROJECT</u>	<u>MGL</u>	<u>TM VOTE</u>
\$2,857,600	Field Construction	44 7(25)	5/12/14 Article 13
\$729,750	Turf field	44 7(25)	5/12/14 Article 14
\$640,200	Hanlon turf	44 7(25)	5/12/14 Article 15
\$240,000	Sewer Collection	44 7(1) 8(15)	5/12/14 Article 17
\$201,400	Water Mains	44 8(5)	5/13/13 Article 11
\$100,000	Water Tank mixer	44 8(7C)	5/13/13 Article 10
\$75,000	Sewer I&I	44 7(1)	5/13/13 Article 12
\$270,000	Fire Tanker	44 7(9)	5/13/13 Article 9

The Town received ten competitive bids on this bond ranging from a low of 2.017% to a high of 2.29%. Our low bid includes a premium of \$190,182.26 that will be used to pay bonding costs. The low bid was submitted by Sterne Agee & Leach Inc. who have been frequent bidders with Medway in recent years.

Medway did very well with this issue. In comparison to our last bond (for which we did well), this issue is 20 basis points less in TIC. In addition, there were 10 versus 7 bidders this time. The bids were tight with all bids within a range of approximately 25 basis points. More importantly, this issue compares well to the AAA rated scale. For the first four years, we mirror the scale for our AA+ rating. In the later years of the bond beginning in 2021, we match the AAA scale. The remainder of the term we beat the AAA scale except for one year in which we fall between the AAA and AA scales (see attached).

Bidder list in addition to Sternes Agee & Leach Inc:

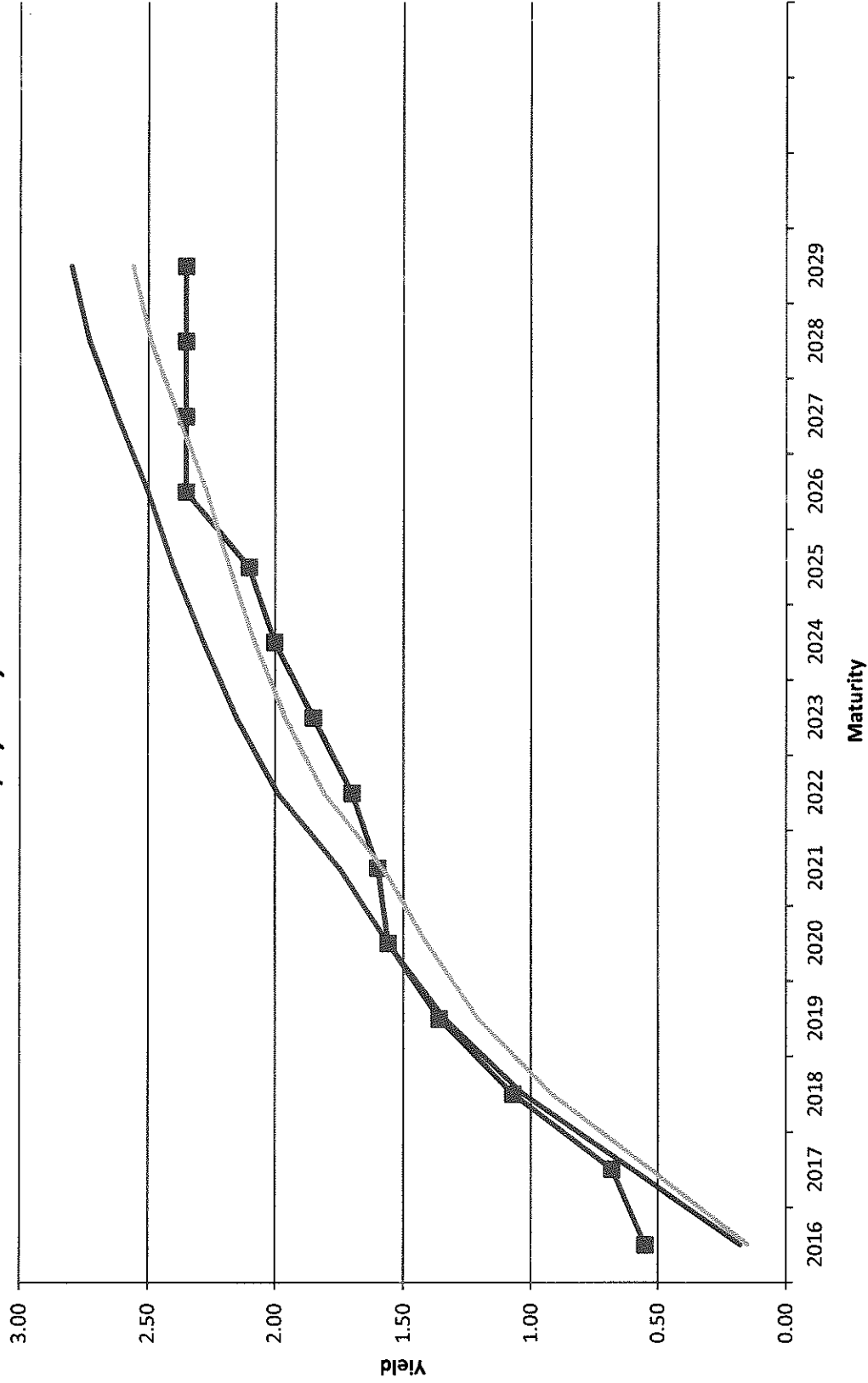
Roosevelt & Cross Inc
FTN Financial Capital Markets
BMO Capital Markets
Vining-Sparks IBG, Limited Partnership
Janney Montgomery Scott LLC
Robert W. Baird & Co Inc
Piper Jaffray
Stifel, Nicolaus & Co Inc
Fidelity Capital Markets

I request that the BOS award the March 15, 2015 GOB to Stearns Agee & Leach Inc. who submitted a bid of 2.017% TIC and a premium of \$190,182.26.

Respectfully submitted,
Melanie Phillips
Finance Director/Treasurer

**Yield Curve Comparison 3-11-15
TOWN OF MEDWAY, MA
\$5,113,950 GO Bonds**

AA Scale
Medway
AAA Scale



AGENDA

ITEM #3

Grant Expenditure Authorizations:

- a. **MA DCM Grant for Choate Dam Hydro-Geologic Study - \$22,000**
- b. **Storm Water Management Initiative Grant for Enhanced Leak Detection - \$14,465**

Associated back up materials attached.

- *Notice of Grant Award – Choate Dam Hydrologic Study*
- Correspondence from Legislative delegation dated July 31, 2014
- Memorandum from Tom Holder, DPS Director, dated August 5, 2014
- Email from Representative Jeffrey Roy dated February 7, 2015
- *Notice of Grant Award – SWMI Water Accountability*
- Letter from Martin Suuberg, Commissioner MA DEP, dated February 24, 2015

Proposed motion: I move that the Board approve the Notices of Grant Award for the acceptance of the MA DCM Grant to provide for a hydro-geologic study of Choate Dam and of the Storm Water Management Initiative Grant to provide for enhanced leak detection in the amounts of \$22,000 and \$14,465 respectively.

**TOWN OF MEDWAY
NOTICE OF GRANT AWARD**

DEPARTMENT: DPS DATE: 3/4/2015

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Tom Holder 

NAME OF GRANT: Choate Dam Hydrologic Study -

GRANTOR: State of Massachusetts
FY15 Budget Line Item

GRANT AMOUNT: \$22,000.00

GRANT PERIOD: Expire 6/30/2015

SCOPE OF GRANT/
ITEMS FUNDED Department of Conservation and Recreation regulations pertaining to waterbody
dams requires an inspection of such dams every five years. At this time, it has
been determined by DCR that a Hydrologic Study of the Dam and its surrounding
watershed be performed. This work has been contracted with Tetra Tech and is to
begin upon the execution of the State contract

IS A POSITION BEING
CREATED: No

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

ARE MATCHING TOWN
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: 3/16/2015

APPROVAL SIGNATURES _____

DATE _____

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



COMMONWEALTH OF MASSACHUSETTS
THE GENERAL COURT
STATE HOUSE, BOSTON 02133-1053

RECEIVED
AUG 4 2014
MEDWAY
TOWN ADMINISTRATOR

July 31, 2014

Michael Boynton
Town Administrator, Town of Medway
155 Village Street
Medway, MA 02053

RE: 2014 Budget Amendments

Dear Mr. Boynton:

We are pleased to report that yesterday the House and Senate successfully overrode the Governor's veto of the \$22,000 appropriation for a hydrologic and hydraulic study of Choate Dam in Medway in line item 2800-0700. Accordingly, the funds will be available to the community despite the objection of the Governor. We would like to thank you and the community for your assistance in getting this important funding into the final budget.

If we can be of assistance in the future, please do not hesitate to contact any of our offices.

Very truly yours,

Karen E. Spilka

Jeffrey N. Roy

John V. Fernandes



TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

Medway Town Hall
155 Village Street
Medway, MA 02053
Phone (508) 533-3264
Fax (508) 321-4988
Email: mboynton@townofmedway.org

Town Administrator
Michael E. Boynton

To: Tom Holder

From: Michael E. Boynton,
Town Administrator

Date: August 5, 2014

Re: Hydrologic and Hydraulic Study – Choate Dam

Attached please find notification from The General Court dated July 31, 2014 which reports that funding has been secured in the Commonwealth's FY2015 budget for the afore-mentioned project.

Please monitor receipt of the associated funding and prepare an outline/timeline of next steps relative to the project. I would also like to be advised of any and all progress.

Thank you.

Thomas Holder

From: Roy, Jeff (HOU) <Jeff.Roy@mahouse.gov>
Sent: Saturday, February 07, 2015 6:51 AM
To: Thomas Holder
Subject: FW: Choate Park Earmark
Attachments: Contractor Authorization.pdf; MEDWAY CHOATE PARK DAM.doc

Tom:

Hopefully you have heard this by now, but I wanted to make sure you knew that the cut on this particular line item was reversed. This line item had its up and downs with vetoes, overrides and 9C cuts, but I'm happy to see its back.

Jeff

Jeffrey N. Roy *State Representative*
10th Norfolk District (Franklin & Medway)
State House, Room 134
Boston, MA 02133
Tel: 617-722-2400
Jeffrey.Roy@MAHouse.gov | [SH website](#)

From: Barletta, Antonio (DCR) [antonio.barletta@massmail.state.ma.us]
Sent: Friday, February 06, 2015 1:50 PM
To: Spilka, Karen (SEN); Roy, Jeff (HOU); Fernandes, John - Rep. (HOU)
Cc: Mehta, Puja (sen); Willette, Kenneth (HOU); Yancich, Christopher (HOU)
Subject: Choate Park Earmark

Dear Senator Spilka and Representatives Roy and Fernandes,

Please see the email below from DCR's Administration and Finance Department to the Town of Medway regarding the process to transfer the earmarked funds from DCR's Dam Safety account.

If you have any questions, please do not hesitate to contact me.

Best,

Tony

Antonio Barletta
Director of Governmental Affairs
Department of Conservation and Recreation
251 Causeway Street, Suite 900
Boston, MA 02114
Tel: 617-626-4991
Cell: 617-455-8684



From: OBrien, Marian (DCR)
Sent: Friday, February 06, 2015 1:21 PM
To: 'Mboynton@townofmedway.ogr'
Cc: Barletta, Antonio (DCR)
Subject:

Mr. Boynton,

Please review, print and sign the attached Standard Contract and Contract Authorization Signatory Forms. This contract will allow DCR to release funds to your town in the amount of 22,00.00 in accordance with an earmark in the FY15 budget.

These funds shall be expended for a hydraulic analysis of the dam in Choate Park in the Town of Medway.

To expedite payment, please return these forms with a request on town letterhead for the release of funds.

All forms and the invoice request must have wet signatures and dates.

You can return them to my attention at the address below:

DCR Finance
251 Causeway Street
Boston, MA 02114

Thank you for your attention to this matter.

Acting Accounts Manager, DCR
251 Causeway Street
Boston, Ma
617-626-1343

**TOWN OF MEDWAY+A1:E30
NOTICE OF GRANT AWARD**

DEPARTMENT: DPS DATE: 3/4/2015

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Tom Holder 

NAME OF GRANT: SWMI-Water Accountability

GRANTOR: MADEP

GRANT AMOUNT: \$14,566.00

GRANT PERIOD: Expires June 30, 2015

SCOPE OF GRANT/
ITEMS FUNDED To evaluate Medway water distribution system toward the proper creation of sub-districts. By installing metering locations and manipulating valves, the measurement of water into sub-districts can be performed to assist in determining priority leak areas.

IS A POSITION BEING
CREATED: No

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

ARE MATCHING TOWN
FUNDS REQUIRED? Yes

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

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS
TO BE USED:
\$3,642.00
Account 26714502-5200

ANY OTHER EXPOSURE TO TOWN?
No

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: 16-Mar-15

APPROVAL SIGNATURES _____

DATE _____

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



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn E. Polito
Lieutenant Governor

Martin Suuberg
Commissioner

February 24, 2015

Thomas Holder
Director
Dept. of Public Services
Town of Medway
155 Village St.
Medway, MA 02053

Dear Mr. Holder:

On behalf of Governor Charles D Baker and Secretary Matthew A. Beaton, I am pleased to inform you that your proposal, Targeted Leak Detection, was selected for funding under the Sustainable Water Initiative Grant Program (SWMI). The SWMI grant program assists eligible public water suppliers and municipalities by providing grants for planning and implementation work related to Water Management Act regulation changes.

This award is contingent upon available funding, the negotiation of an acceptable scope of services, budget, and project schedule between the Department and the Grantee. The Department of Environmental Protection staff will work with you to ensure these negotiations begin promptly.

Congratulations on securing funding for your project. We look forward to working with you. If you have any questions or concerns, please contact Jen D'Urso, at (617) 654-6591.

Very truly yours,

Martin Suuberg
Commissioner

Cc: Jen D'Urso, MassDEP

AGENDA

ITEM #4

Discussion – Proposed Inspectional Services Fees

Associated back up materials attached.

- Correspondence from Jack Mee, Building Commissioner, dated March 12, 2015
- *Building Permit Fee Comparison by Town*
- *Building Permit Fees*
- *Gas & Plumbing Permit Fees*
- *Wiring Permit Fees*

Proposed motion: I move that the Board approve the proposed building, gas & plumbing, and wiring permit fees as presented.

Greetings,

Over a dozen years ago the Building Department established the current fee structure for Building, Gas, Plumbing and Wiring Permits. These fees have not risen in over a dozen years, although the costs involved in running the department have steadily increased each year.

Medway's permit fees have been compared with the following surrounding communities—Hopkinton, Natick, Medfield, Wellesley, Walpole, Foxborough, Westwood, and Norfolk—communities for which we have readily available information. Medway's residential building permit fees were the lowest of all, ranging from two to seven dollars per thousand less than these other communities. Additionally, our minimum permit fee was significantly lower than surrounding communities, from ten to one hundred and ten dollars lower. Our reinspection fee is also lower than any of these other communities, from five to seventy dollars less than that of our comparison communities.

The modest increases being proposed in residential building permit fees, from eight to ten dollars per thousand, with a fifty dollar minimum permit fee, still keeps Medway's fees at the lowest rate compared to the communities previously noted.

Medway also has the lowest fee rate for commercial building permits relative to the other communities in our comparison group. Our reinspection fee is also lower than other communities. The proposed increase from ten to thirteen dollars per thousand, while maintaining the minimum fee of one hundred dollars, would still keep Medway at the lower end of the commercial building permit fees which range from ten to twenty-five dollars per thousand.

Several of our gas, plumbing, and wiring fees do not even cover the cost of the required inspections, let alone the costs involved in administration, technology, or basic supplies such as stickers on inspected gas lines. We proposed to standardize these permit fees with a forty dollar minimum fee for all these permit types, with increases as noted for additional elements for inspection. This standardization should also assist in online payments which can be easily calculated in the online permitting process.

The permit fee increases would ensure the timely paying of our inspectors. It will also help to adequately fund the staff and technology needed to issue permits, connect and maintain pertinent permit related documents and inspection information, and to quickly, efficiently, and accurately provide permit data to those who request it. Even with the fee increases, Medway will still enjoy the reputation of having some of the lowest permit fees in the surrounding area.

Respectfully submitted,

Jack Mee

Building Permit Fee Comparison by Town

Town	Last update	Residential Rate		Commercial rate		Minimum Fee		Re-inspection Fee	
		Residential Rate	Commercial rate	Minimum Fee	Commercial rate	Minimum Fee	Re-inspection Fee		
MEDWAY	2003	\$8.00 per THOUSAND	\$10.00 per THOUSAND	\$ 40.00	\$10.00 per THOUSAND	\$ 100.00	\$ 30.00	\$ 100.00	\$ 30.00
HOPKINTON	2008	\$10.00 per THOUSAND	\$10.00 per THOUSAND	\$ 50.00	\$10.00 per THOUSAND	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00
WELLESLEY	2011	\$10.00 per THOUSAND	\$10.00 per THOUSAND	\$ 100.00	\$15.00 per THOUSAND	\$ 300.00	\$ 35.00	\$ 300.00	\$ 35.00
FOXBOROUGH	2013	\$10.00 per THOUSAND	\$15.00 per THOUSAND	\$ 50.00	\$15.00 per THOUSAND	\$ 100.00	\$ 50.00	\$ 100.00	\$ 30.00
WALPOLE		\$10.00 per THOUSAND	\$15.00 per THOUSAND	\$ 50.00	\$15.00 per THOUSAND	\$ 100.00	\$ 40.00	\$ 100.00	\$ 40.00
WESTWOOD		\$10.00 per THOUSAND	\$12.00 per THOUSAND	\$ 50.00	\$12.00 per THOUSAND	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00
NORFOLK	2005	\$11.00 per THOUSAND	\$13.00 per THOUSAND	\$ 50.00	\$13.00 per THOUSAND	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
NATICK	2010	\$14.00 per THOUSAND	\$15.00 per THOUSAND	\$ 50.00	\$15.00 per THOUSAND	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
MEDFIELD	2014	\$15.00 per THOUSAND	\$25.00 per THOUSAND	\$ 150.00	\$25.00 per THOUSAND	\$ 200.00	\$ 75.00	\$ 200.00	\$ 75.00

Building Permit Fees: Black, current fee
 Red, proposed fee

RESIDENTIAL	
PROJECT	FEE
NEW CONSTRUCTION, INSTALLATION, REMODELING, RENOVATION OR DEMOLITION	\$40 for the 1 st \$5000 + \$8.00 per thousand after * SEE BELOW \$10 per \$1000 Estimated Cost of Construction \$50 minimum permit fee
REPLACEMENT OF (SAME PROJECT & PERMIT) ROOFING – SIDING – WINDOWS – DOORS	Same as Above: \$10 per \$1000 Estimated Cost of Construction, \$50 minimum permit fee 1 = \$40 2 = \$45 3 = \$50 4 = \$55
SHEDS and UTILITY BUILDINGS	Same as Above: \$10 per \$1000 Estimated Cost of Construction, \$50 minimum permit fee Up to 120 SQ FT (10 X 12) no permit required Over 120 SQ FT (10 X 20) = \$40
TEMPORARY TRAILERS	\$40 \$50
EXTENTIONS OF PERMITS REPLACEMENT PERMIT CARDS	\$25
Certificate of Occupancy	\$50
Stoves	\$50
Carnival/Fair	\$100
COMMERCIAL	
PROJECT	FEE
NEW CONSTRUCTION, INSTALLATION, REMODELING, OR RENOVATION	\$100 for the 1 st \$10,000 + \$10 per thousand after * SEE BELOW \$13 per \$1000 estimated Cost of Construction \$50 minimum permit fee
CERTIFICATE OF OCCUPANCY	\$100
CONSTRUCTION TRAILER	\$100 per year
SIGNS	\$40 for the 1 st 10 square feet \$ 2 per square foot thereafter
RESIDENTIAL AND COMMERCIAL	
NOTES	FEE
A re-inspection fee may be charged for work that is unacceptable or when access is locked.	\$30 \$50
STARTING WORK WITHOUT PERMIT	FEE DOUBLED TRIPLED
* NOTE: Estimated value shall be determined by the square foot construction cost as tabulated in the latest building valuation data report published by BOCA International.	

Gas & Plumbing Permit Fees: Black, current fee
 Red, proposed fee

RESIDENTIAL	
PROJECT	FEE
BASIC FEE – ALL NEW WORK	\$60 + \$5 EACH ADDITIONAL FIXTURE
REPLACEMENTS - EXCEPTIONS: GAS WATER HEATER DISHWASHER	\$30 + \$5 EACH ADDITIONAL FIXTURE \$40 + \$5 each additional fixture
REPLACEMENT DISHWASHER GAS WATER HEATER	PERMITS: PLUMBING \$25 + ELECTRICAL \$25 PERMITS: PLUMBING \$25 + GAS \$25 All fees \$40
COMMERCIAL (For any job over \$3000, 1.5% of contracted cost)	
PROJECT	FEE
BASIC FEE – ALL NEW WORK	\$100 + \$10 EACH ADDITIONAL FIXTURE
REPLACEMENTS	\$70 + \$10 EACH ADDITIONAL FIXTURE
RESIDENTIAL AND COMMERCIAL	
NOTES	FEE
A re-inspection fee may be charged for work that is unacceptable or when access is locked.	\$30 \$50
STARTING WORK WITHOUT PERMIT	FEE DOUBLED TRIPLED
PLAN OR SITE REVIEW	\$ 50 PER HOUR
*NOTE: Each unit of commercial or multi-family shall be charged the fee of a separate unit.	

Wiring Permit Fees: Black, current fee
 Red, proposed fee

RESIDENTIAL	
PROJECT	FEE
NEW HOME	\$100 PER UNIT \$120 Per Unit
OTHER WORK (PER)	\$50 (MAX \$100)
Swimming Pools (In ground) Swimming Pools (above ground) and Hot Tubs SOLAR PANELS	\$50 \$120 (3 inspections) \$50 \$80 (see below for Hot Tub) \$60 \$80
Any Combination of Fixtures Switches & Outlets	10 or less =\$50 11 or more = \$60 One Inspection, \$40 Two Inspections \$80 etc...
Alarm Service Meter Disconnect or Reconnect (i.e. for siding) Service Change (per meter) Temporary Service Hot tubs Additional Inspections needed (not reinspections)	\$40
ALL REPLACEMENTS – EXCEPTION: DISHWASHER / WATER HEATER	\$30 EACH \$40 Each
DISHWASHER REPLACEMENT ELECTRIC WATER HEATER REPLACEMENT GAS FURNACE REPLACEMENT	PERMITS: WIRING \$25 + PLUMBING \$25 All fees PERMITS: WIRING \$25 + PLUMBING \$25 at \$40 PERMITS: WIRING \$25 + GAS \$25 per job
COMMERCIAL	
(For any job over \$3000, 1.5% of contracted cost)	
PROJECT	FEE
NEW BUILDING	\$50 PER UNIT + \$.50 PER AMP
Any Combination of Fixtures Switched & Outlets	(For any job over \$3000, 1.5% of contracted cost)
Alarm Service Meter Disconnect or Reconnect (i.e. for siding) Service Change (per meter) Temporary Service Signs Replacements	10 or less =\$60 11 or more = \$70
RESIDENTIAL AND COMMERCIAL	
NOTES	FEE
A re-inspection fee may be charged for work that is unacceptable or when access is locked.	\$30 \$50
STARTING WORK WITHOUT PERMIT	FEE DOUBLED TRIPLED
PLAN OR SITE REVIEW	\$ 50 PER HOUR
*NOTE: Each unit of commercial or multi-family shall be charged the fee of a separate unit.	

AGENDA

ITEM #5

Authorization of Vice Chairman to Execute Contract with Greenman-Pedersen, Inc. – Traffic Review of Tri-Valley Design Proposal - \$9,800

Associated back up materials attached.

- Email from Susy Affleck-Childs, Planning Coordinator, dated March 10, 2015
- Contract between the Town of Medway and GPI

Proposed motion: I move that the Board authorize the Vice Chairman to execute the contract between the Town and Greenman-Pedersen, Inc. for traffic review of Tri-Valley design proposal in an amount not to exceed \$9,800.

From: Susan Affleck-Childs
Sent: Tuesday, March 10, 2015 11:08 AM
To: Michael Boynton
Subject: 3-16-15 BOS meeting

Hi Michael,

The contract with GPI being considered at the 3-16-15 BOS meeting is for consulting services pertaining to the new Tri Valley Commons site plan/special permit application.

The PEDB wants GPI to review the traffic assessment report that was submitted as part of the TVC application package. Normally, the Board would have Tetra Tech do such work, but in the case of the Tri Valley Commons project, it makes sense for GPI to do so because of the firm's knowledge and experience working on the Route 109 reconstruction project.

The fee for GPI's services is paid by the applicant. Those funds are in hand and rest in the plan reviewing revolving fund account.

Please let me know if there is any additional information I can provide.

Thanks so much.

Susy

TOWN OF MEDWAY AGREEMENT FOR CONSULTING SERVICES

THIS IS AN AGREEMENT made this ____ day of March, 2015 by and between the Town of Medway, in the County of Norfolk and the Commonwealth of Massachusetts, 155 Village Street, Medway, MA 02043, acting by and through its Board of Selectmen (hereinafter referred to as "TOWN"), and Greenman-Pedersen, Inc. (hereinafter "CONSULTANT"), an engineering firm with a principle place of business at 181 Ballardvale Street, Suite 202, Wilmington, MA 01887.

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

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

1.0 CONTRACT DOCUMENTS

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

- 1) This agreement between the Town and Consultant;
- 2) Town's Scope of Services;
- 3) Consultant's Scope of Services Detailed Description and Fees & Schedule dated February 6, 2015;
- 4) Copies of all required certificates of insurance required under the contract;
- 5) Other required certificates.

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

2.0 CONSULTANT'S SERVICES

The TOWN agrees to pay the CONSULTANT up to \$ 9,800.00 for the services delivered pursuant to this agreement. The full execution of this Agreement by TOWN and CONSULTANT constitutes the TOWN's written authorization for CONSULTANT to proceed with professional services described in its proposal dated February 6, 2015. This Agreement shall expire on August 30, 2015.

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

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

5.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES

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

6.0 TERMINATION

6.1 By TOWN

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

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

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

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

6.2 By CONSULTANT

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

6.3 Force Majeure

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

7.0 INSURANCE

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

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

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

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

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

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

8.0 INDEMNIFICATION

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

9.0 MISCELLANEOUS PROVISIONS

9.1 Entire Agreement

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

9.2 Assignment of Interest

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

9.3 Subcontractors

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

9.4 Inspection by TOWN

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

9.5 Incorporation of Applicable Law

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

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

9.6 Governing Law

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

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

9.7 Licensure and Compliance with Massachusetts Tax Law

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

9.8 Corporate Contractor

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

9.9 Interpretation & Severability

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

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

**TOWN OF MEDWAY
BOARD OF SELECTMEN**

Chairman

Vice Chairman

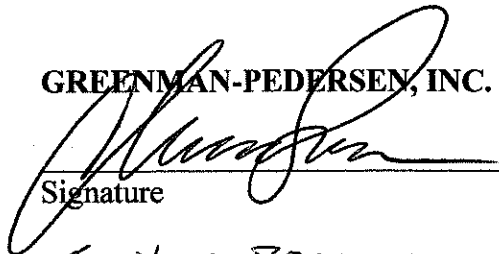
Clerk

Member

Member

Date

GREENMAN-PEDERSEN, INC.



Signature

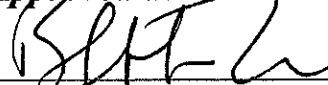
SR. VICE PRESIDENT

Title

2/24/15

Date

Approved as to Form:

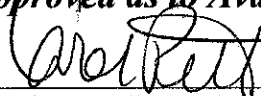


Barbara J. Saint Andre, Town Counsel

3/3/15

Date

Approved as to Availability of Funds:



Carol Pratt, Town Accountant

3/5/15

Date

25031752 5200

Scope of Services for GPI for Tri Valley Commons Site Plan

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

Site Plan Review/Coordination with Route 109 Reconstruction Project

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

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

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

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

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

GPI Greenman-Pedersen, Inc.

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

An Equal Opportunity Employer

To:	Medway Planning and Economic Development Board	Project:	Tri Valley Commons
	115 Village Street	Location:	72 Main Street
	Medway, MA 02053		Medway, MA
		Project No.:	MAX-2015019.00
Requested By:	Andy Rodenhiser Chairman of the Medway Planning and Economic Development Board	Date:	February 6, 2015
Prepared By:	John Diaz	Page:	1 of 2

SCOPE OF SERVICES:

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

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of the development of the Tri-Valley site with mixed uses with access proposed through a new unsignalized intersection on Route 109.

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

SEE DETAILED SCOPE OF SERVICES ATTACHMENT FOR FURTHER DESCRIPTION

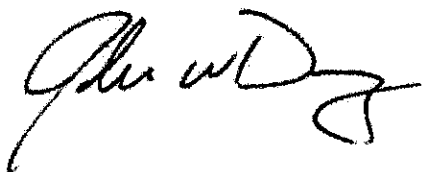
FEES & SCHEDULE:

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

Tasks	Estimated Fee	Schedule	Payment Method
1-3 Peer Review	\$5,620	1-2 Weeks	Lump Sum
4 Meetings and Follow-On Services	\$3,680	As Incurred	Time Card
Reimbursable Expenses	\$500	As Incurred	Expense
TOTAL	\$9,800		

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

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



GPI AUTHORIZATION

February 6, 2015

DATE

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

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

Detailed Scope of Services

SCOPE OF SERVICES DETAILED DESCRIPTION:

The CONSULTANT has prepared this Contract Agreement for traffic engineering and consulting services to undertake a peer review of the proposed Tri-Valley Commons development proposed along Route 109 in Medway, MA. Based on our understanding, the project consists of the development of the Tri-Valley site with mixed uses with access proposed through a new unsignalized intersection on Route 109.

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

The following tasks are anticipated.

Task 1-Site Plan Review

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

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

GPI will:

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

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

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

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

Detailed Scope of Services

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

Task 4 - Meetings

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

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

An initial upset limit is included in this Contract Agreement for attendance at three (3) meetings, depending on the duration of the meetings, as well as project team conference calls and coordination. Meetings and follow-on services will be billed on a time and materials basis at the CONSULTANT's rates in effect at the time the work is performed (see *General Terms and Conditions – Fee Schedule* for current standard rates). Should additional services be needed and requested by the CLIENT beyond the initial upset limit, including responses to comments that may arise as part of the review process, the CONSULTANT will prepare a Contract Amendment that contains the scope of services, fee, and schedule required to complete the additional services.

GENERAL TERMS AND CONDITIONS

SCOPE OF SERVICES

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

BILLING AND PAYMENT TERMS

RETAINER

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

PAYMENT DUE

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

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

COLLECTION COSTS

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

INDEPENDENT CONSULTANT

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

SUSPENSION OF SERVICES

If the Project or the CONSULTANT's services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the CONSULTANT shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the CONSULTANT for expenses incurred as a result of the suspension and resumption of its services, and the CONSULTANT's schedule and fees for the remainder of the Project shall be equitably adjusted. If the CONSULTANT's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the CONSULTANT may terminate this Agreement upon giving not less than

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

TERMINATION

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

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the CONSULTANT's services by the CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

CHANGED CONDITIONS

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

STANDARD OF CARE

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

GENERAL TERMS AND CONDITIONS

COST ESTIMATES

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

OWNERSHIP OF INSTRUMENTS OF SERVICE

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

TIMELINESS OF PERFORMANCE

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

DEFECTS IN SERVICE

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

BUILDING INSPECTION SERVICES

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

CONSTRUCTION OBSERVATION [IF EXPRESSLY INCLUDED IN SCOPE]

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

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

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

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

INDEMNIFICATION

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

INFORMATION PROVIDED BY OTHERS

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

LIMITATION OF LIABILITY

Initiated: _____ JWD _____ Consultant _____ Client _____

GENERAL TERMS AND CONDITIONS

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

PERMITS AND APPROVALS

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

RIGHT OF ENTRY

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

SEVERABILITY

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

SURVIVAL

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

SHOP DRAWING REVIEW

The CONSULTANT shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept express in the Construction Documents and information given. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, for substantiating instructions for installation or performance of equipment or systems designed by the Contractor or others, or coordination of the work with other trades. CONSULTANT's review shall not constitute approval of safety precautions or of any, construction means or methods, techniques, sequences or procedures all of which are the sole responsibility of the Contractor. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific

item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial or incomplete submissions or those for which submissions of correlated items have not been received.

SPECIFICATION OF MATERIALS

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

SUBSTITUTIONS

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

LEED Certification [IF APPLICABLE TO SCOPE]

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

UNAUTHORIZED CHANGES

In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the CONSULTANT without obtaining the

Initialed: _____ JWD _____ Consultant _____ Client



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/26/2015

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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: KARL HUCKE PHONE (A/C No. Ext.): 516-869-8788 E-MAIL: mbuonomo@genattgrp.com ADDRESS:	FAX (A/C No.): 1-516-706-2973
	INSURER(S) AFFORDING COVERAGE	
INSURED GREENMAN Greenman Pedersen, Inc. 325 West Main Street (Lebanon, NJ) Babylon NY 11702	INSURER A: AGCS Marine Insurance Company	
	INSURER B: Liberty Insurance Corp	
	INSURER C: Ironshore Indemnity Inc	
	INSURER D: First Liberty Insurance Corp	
	INSURER E: L.M. Insurance Corp. & Affiliates I	
INSURER F: Liberty Mutual Fire Insurance Co.		NAIC #

COVERAGES

CERTIFICATE NUMBER: 539137792

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab		TB6Z11260851014	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE <input checked="" type="checkbox"/> LOG					
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2Z11260851264	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		TH7Z11260851024	12/31/2014	12/31/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
E	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	WA5Z1D260851254	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUS: CONTRIBUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A/C	Property Professional Liability		MXI93055344 001546101	12/31/2014 3/30/2014	12/31/2015 3/30/2016	Valuable Papers \$500,000 Each Claim \$5,000,000 Aggregate \$10,000,000

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

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: MAX-2015019.00- Tri Valley Peer Review Services, Medway, MA

Additional Insured Status Encompasses General Liability, Automobile Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, and Automobile Coverage as required by written contract. Town of Medway is included as additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

TOWN OF MEDWAY
 155 VILLAGE STREET
 ATTN: TOWN ADMINISTRATOR
 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

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

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

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

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

11-2537074

Social Security Number or Federal Identification Number

GREENMAN-PEDERSEN, INC.

Company Name

CHRISTER ERICSSON

Printed Name of Signer


Signature

2/24/15

Date

GPI

At a meeting of the Board of Directors of Greenman-Pedersen, Inc., at which all the Directors were present or waived notice, it was

VOTED, Christer Ericsson, Senior Vice President, of Greenman-Pedersen, Inc., be and he hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such Senior Vice President, under seal of the Company, shall be valid and binding upon this Company.


A true copy

ATTEST: 
Michael J. Buoncore
Secretary/Treasurer

Place of Business:
Greenman-Pedersen, Inc.
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

Date of this Declaration:
January 2, 2015

I hereby certify that I am the Secretary/Treasurer of Greenman-Pedersen, Inc. and that Christer Ericsson is the duly elected Senior Vice President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


Michael J. Buoncore
Secretary/Treasurer

Corporate Seal

AGENDA

ITEM #6

Authorization of Vice Chairman to Execute Contract with Borego Solar – Power Purchase/Net-Metering Credit

Associated back up materials attached.

- Memorandum from Stephanie Mercandetti, Director of Community and Economic Development, dated March 11, 2015
- Contract between the Town of Medway and Borego
- *Annual Cashflow of PV Investment – Net Metering Credit Purchase Agreement Scenarios [\$.19541 and \$.17 NMC value scenarios]0*

Proposed motion: I move that the Board authorize the Vice Chairman to execute the contract between the Town and Borego Solar for power purchase/net-metering credit.

**Community & Economic
Development Department**
Stephanie A. Mercandetti,
Director



Medway Town Hall
155 Village Street
Medway, MA 02053
Phone: (508) 321-4918
Email:
smercandetti@townofmedway.org

TOWN OF MEDWAY

Date: March 12, 2015

To: Board of Selectmen

From: Stephanie Mercandetti

Re: Draft Net Metering Agreement

Enclosed please find a proposed net metering agreement with Borrego Solar. As background, Borrego Solar approached the Town about a 6 MW project on Federal Road in Carver, Massachusetts that has an interconnection agreement in place and received all local approvals. Land clearing has commenced with racking installation to begin in March; construction completed in early fall and commercial operation achieved in Q4 of 2015. Fifty percent or 3MW of the production would be allocated to Medway. The negotiated kWh rate is \$.10375/kWh with a 2% escalator. The agreement would be for twenty years.

COVER SHEET
POWER PURCHASE AGREEMENT

Effective Date	[filled in at execution]	
kWh Rate	\$.10375/kWh	
Rate Escalator	2%	
Buyer	Town of Medway	
Seller	Federal Road Solar 1, LLC.	
Facility address	See Exhibit D.	
Facility size	5,996 kW DC	
Commercial Operation Date ¹	[to be filled in upon COD]	
Commercial Operation Deadline	365 days from Effective Date	
Initial Term	20 years commencing on the Commercial Operation Date	
Extension Exercise Notice Deadline	180 days prior to end of Initial Term	
Addresses for Notices	<p>Seller: Federal Road Solar 1, LLC. 1115 Westford St – 2nd Floor Lowell, MA 01851 Attn: Director of Project Development</p> <p>With a copy to:</p> <p>Borrego Solar Systems, Inc. 360 22nd St, Suite 600, Oakland, CA 94612 Attn: General Counsel</p>	<p>Buyer: Town of Medway Attn: Town Administrator 155 Village St Medway, MA 02053</p> <p>With a copy to:</p> <p><i>[insert notice information]</i></p>

¹ Parties agree to insert actual date once determined in accordance with the Agreement

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EXHIBITS

<u>EXHIBIT A</u>	DEFINITIONS AND INTERPRETATION
<u>EXHIBIT B</u>	TERMINAL VALUES
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<u>EXHIBIT D</u>	DESCRIPTION OF THE PREMISES
<u>EXHIBIT E</u>	SYSTEM SPECIFICATIONS
<u>EXHIBIT F</u>	CONSENT AND ASSIGNMENT

POWER PURCHASE AGREEMENT

This Power Purchase Agreement is made and entered into as of March __, 2015 (“Effective Date”), by Federal Road Solar 1, LLC, a Delaware limited liability company (“Seller”) and the Town of Medway a Massachusetts Municipality (“Buyer”). Seller and Buyer may be referred to herein collectively as the “Parties,” and individually as a “Party.”

1. DEFINITIONS; INTERPRETATION.

1.1 Definitions. Except as otherwise defined on the Cover Sheet or elsewhere in the Agreement, capitalized words and phrases shall be defined as set forth on Exhibit A.

1.2 Interpretation. The captions or headings in the Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include,” “includes,” and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof,” “herein,” and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” in this Agreement refer to the Articles and Sections of this Agreement.

2. TERM AND SELLER CONDITIONS.

2.1 Term. The Agreement shall commence on the Effective Date and shall expire at the end of the Term (as defined below) unless terminated earlier in accordance with the terms hereof. After the Initial Term, the Agreement may renew for up to two (2) additional five (5) year terms (each a “Renewal Term”) at Seller’s option on 180 days’ notice to Buyer at the kWh Rate, Terminal Values, and Estimated Annual Production values specified for the Renewal Term on Exhibit G. The Initial Term and the subsequent Renewal Terms, if any, are referred to collectively as the “Term.”

2.2 Seller Conditions of the Agreement. In the event that any of the following events or circumstances occurs prior to the Commercial Operation Date, Seller may (at its sole discretion) terminate the Agreement, with written notice to Buyer, in which case neither Party shall have any liability to the other Party:

(a) Seller determines that the Premises, as is, are insufficient to accommodate the System, or would materially increase the cost of Installation Work or would adversely affect the Energy production from the System as designed and Seller has made commercially reasonable efforts to locate and secure alternative site(s) at commercially reasonable costs but has not been able to do so.

(b) There is a material adverse change in the Environmental Financial Attributes of the System or the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Seller or its investors, including any Financing Party.

(c) Seller is unable to obtain financing for the System on terms and conditions satisfactory to it, and Seller has made commercially reasonable efforts to obtain such financing but has not been able to do so.

(d) Seller has not received a fully executed (i) Lease, or (ii) a subordination, release or acknowledgement from any mortgagee of the Premises, and Seller has made commercially reasonable efforts to obtain such Lease or release but has not been able to do so.

(e) Seller has determined that there has been a material adverse change in the rights of Lessor to occupy the Premises or Seller to construct the System on the Premises.

(f) Seller has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to Energy generated by the System.

(g) There has been a material adverse change in Buyer's creditworthiness.

(h) Seller has not received all required approvals or permits from applicable Governmental Authorities in a manner timely enough to allow Seller to begin construction and satisfy the Commercial Operation Deadline and Seller has made commercially reasonable efforts to obtain such required environmental approvals or permits.

(i) Seller, otherwise in its discretion, determines that the development of the System should be abandoned.

3. SYSTEM OPERATIONS.

3.1 Seller as Owner and Operator. Seller shall be the legal and beneficial owner(s) of the System at all times. The System shall be operated and maintained and, as necessary, repaired by Seller at its sole cost and expense. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code and shall not attach to or be deemed a part of, or fixture to, the Premises.

3.2 Metering. The Parties acknowledge that Seller shall arrange and pay for the LEU to furnish and install a utility grade kilowatt-hour (kWh) meter for the measurement of Energy generated by the System (the "Meter") and delivered to the Host Customer over the LEU's electric grid. All Meters shall be installed, owned, operated and maintained in compliance with all requirements of the applicable LEU and the ISOMeter Reading. Readings of the Meter shall be conclusive as to the amount of Energy generated by the System; provided that if the Meter is out of service, is discovered to be inaccurate pursuant to Section 3.2(c)(iv), or registers inaccurately, the amount of Energy generated by the System shall be determined by estimating by reference to quantities measured during periods of similar conditions when the Meter was registering accurately. Seller shall read the Meter at the end of each calendar month, and shall record the amount of Energy generated by the System and credited to Buyer. The Meter shall be used as the basis for calculating the Energy Payments due under the Agreement.

(b) Regularly Scheduled Testing. Seller shall have the Meter tested every two (2) years at its sole expense by an independent third party with expertise in such testing. Seller shall notify Buyer within ten (10) Business Days of each test, and Buyer shall have the right to attend any test provided that Buyer or Buyer's agent complies with all safety rules and requests of the independent third party performing such testing. Seller shall provide copies of the results of the Meter test to Buyer in a timely manner. In addition, as set forth in Section 3(c), either Party, at its own expense, shall have the right to have the Meter tested at any time throughout the Term.

(c) Testing and Correction. The following steps shall be taken to resolve any disputes regarding the accuracy of the Meter:

(i) If either Party disputes the accuracy or condition of the Meter, such Party shall so advise the other Party in writing.

(ii) The non-disputing Party shall, within fifteen (15) Business Days after receiving such notice from the disputing Party, advise the non-disputing Party in writing as to the disputing position concerning the accuracy of the Meter and the non-disputing Party's reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause an independent third party to test the Meter.

(iv) If the Meter is found to be inaccurate by not more than 2%, any previous recordings of the Meter shall be deemed accurate, and the Party disputing the accuracy or condition of the Meter shall bear the cost of inspection and testing of the Meter. If the Meter is found to be inaccurate by more than 2% or if such Meter is for any reason out of service or fails to register, then (x) Seller shall promptly cause any such Meter found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (y) the Parties shall estimate the correct amounts of Energy delivered for a period including the month in which the test occurs and all months extending back to and including the month including the mid-point of the period between the current meter test and the last test date on which the Meter was found to be accurate within the allowed range and Seller shall either invoice or credit Buyer for the difference between the amounts previously paid and the amounts that would have been paid based on the correct amounts of Energy delivered, and (z) Seller shall bear the cost of inspecting and correcting the Meter.

4. DELIVERY OF POWER SERVICES.

4.1 Purchase Requirement. Seller shall deliver all Energy generated by the System to Buyer and Buyer shall accept and purchase such Energy from Seller, beginning on the Commercial Operation Date until the end of the Term. Title and risk of loss to the Energy shall pass from Seller to Buyer at the Point of Delivery. Buyer agrees to purchase fifty percent (50%) of the Energy generated during the Term.

4.2 Estimated Annual Production. The Estimated Annual Production for each year of the Initial Term is set as forth in Exhibit C. Buyer acknowledges and understands that solar power is an intermittent resource and that the output of the System, which is dependent on the sun and other factors, will constantly vary and that no particular amount of output from the System is guaranteed in amount or time of delivery except as that provided for herein. Beginning on the Commercial Operation Date, the System shall produce not less than seventy percent (70%) of the applicable Estimated Annual Production (the "Minimum Output Requirement") under Standard Insolation Conditions at the Premises as of the Effective Date during the Initial Term, measured on a rolling, three-year, cumulative basis, unless, and then only to the extent that, the failure to satisfy the Minimum Output Requirement is due to (a) System failure, damage or downtime attributable to third parties, (b) inverter failure or delayed repair of an inverter due to manufacturing defects affecting either at least ten percent (10%) of the inverters shipped to Seller or its Affiliates or at least ten percent (10%) of the inverters shipped by the manufacturer or its distributors at any time during the three hundred sixty-five (365) day period preceding the discovery of the defect, (c) general utility outage or any failure of any electrical grid, (d) unauthorized or unexpected usage of the Premises, or buildings at or near the Premises, which may affect building permits, site permits and related requirements for the operation of the System, or that impact insolation striking the System; (e) a Force Majeure Event or (f) acts or omissions of Buyer or the LEU. Subject to that proviso, if as of any anniversary of the Commercial Operation Date beginning on the third anniversary of such date, the actual output of the System for the prior three years (the "Actual System Output") does not equal or exceed the Minimum Output Requirement for such three-year period, in its next invoice Seller shall credit Buyer an amount equal to the following:

(i) with respect to the third anniversary of the Commercial Operation Date, the product of (A) the positive difference, if any, of the average value of a Net Metering Credit during such three-year period minus the applicable kWh Rate hereunder, multiplied by (B) the difference between the Minimum Output Requirement for such three-year period and the Actual System Output for such three-year period;

(ii) with respect to any subsequent anniversary of the Commercial Operation Date, the product of (A) the positive difference, if any, between the average value of a Net Metering Credit during such three-year period and the applicable kWh Rate hereunder, multiplied by (B) the difference between the average Minimum Output Requirement for such three-year period and the average annual Actual System Output for such three-year period.

4.3 Environmental Financial Attributes and Renewable Energy Credits. Buyer's purchase of Energy does not include Environmental Financial Attributes or Renewable Energy Credits, ownership of which shall be retained by Seller to be marketed or disposed of at Seller's sole discretion. Buyer disclaims any right to Environmental Financial Attributes or Renewable Energy Credits based upon the installation or operation of the System at the Premises, and shall, at the request of Seller, execute any document or agreement reasonably necessary to fulfill the intent of this Section. To ensure appropriate implementation of such disclaimer and to avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Financial Attributes will be certified by Green-e® or a similar organization, Buyer shall submit to Seller for prior approval any press releases regarding Buyer's purchase of energy from the System and shall not submit for publication any such releases without the prior written approval of Seller. Without limiting the generality of the foregoing, all public statements made by or on behalf of Buyer must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Financial Attributes and any Renewable Energy Credits and any related reporting rights. Without limiting Seller's other rights hereunder, in the event that Buyer breaches its obligations under this Section and, as a result thereof, the quantity or value of the Environmental Financial Attributes generated by the System is reduced, Buyer shall pay to Seller the value of such reduction.

4.4 Net Metering Credits. Except as otherwise set forth in this Agreement and the Tariff, all interest in and title to any and all Net Metering Credits generated or created during the Term in connection with the operation of the System and the delivery of Net Energy to Buyer, together with the right to allocate such Net Metering Credits or receive cash payments in connection with the surrender or transfer of such Net Metering Credits, shall rest solely with Buyer.

5. PRICE AND PAYMENT.

5.1 Consideration. Commencing on the Commercial Operation Date, Buyer shall pay to Seller a monthly payment (the "Energy Payment") for the Energy generated by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

5.2 Invoice. Seller shall invoice Buyer on or about the first day of each month for the Energy that is delivered hereunder (each, an "Invoice Date"), for the Energy Payment in respect of the immediately preceding month, commencing on the first Invoice Date to occur after the Commercial Operation Date. All invoices shall be sent to the email account or to the address provided by Buyer by regular first class mail postage prepaid.

5.3 Time of Payment. Except to the extent permitted by Section 5.5, Buyer shall pay all amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

5.4 Method of Payment. Buyer shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Seller from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and except as specifically set forth herein, not subject to reduction, withholding, set-off, or adjustment of any kind.

5.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, the Party disputing such invoice shall not be deemed in default under the Agreement due to nonpayment of invoice amounts disputed in good faith, and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder when due. To resolve any material dispute regarding invoices the Parties shall use the procedures set forth in Section 18.3. If an amount disputed by either Party is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid, and the owing Party shall pay such sum within five (5) Business days of the date upon which dispute is resolved.

6. GENERAL COVENANTS.

6.1 Mutual Covenants Relating to New Metering.

a. Subject to the provisions of this Agreement, each of Buyer and Seller agree to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the System to be eligible for and participate in Net Metering.

b. So long as any such amendment will materially benefit a Party without material detriment to the other Party, the Parties commit to each other in good faith to make Commercially Reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Metering and ensure that the System is eligible for Net Metering.

6.2 Seller's Covenants. Seller covenants and agrees to the following:

(a) Notice of Damage or Emergency. Seller shall promptly notify Buyer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System.

(b) System Condition. Seller shall exercise Commercially Reasonable efforts to ensure that the System is capable of generating Energy under Standard Insolation Conditions at the Premises and is maintained in good order and repair consistent with Good Industry Practice.

(c) Governmental Approvals. While providing the Installation Work, Energy and System Operations, Seller shall obtain, maintain, secure and comply with all Governmental Approvals required to be obtained and maintained and secured by Seller to enable Seller to perform hereunder.

(d) Health and Safety/Security. Seller shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy and System Operations. Seller shall be responsible for ensuring the security of the System throughout the Term.

(e) Applicable Law. Seller shall comply in all material respects with any and all applicable provisions of Applicable Law, including any applicable environmental laws, related to Seller's performance of its obligations hereunder.

(f) Interconnection Agreement. Seller, at its cost and expense, shall comply with the terms and conditions of any and all interconnection agreements or any other agreements which are entered into by and between Seller and the LEU.

6.3 Buyer's Covenants. Buyer covenants and agrees to the following:

(a) Authorizations. Buyer shall ensure that any authorizations required of Buyer under the Agreement are provided in a timely manner. To the extent that only Buyer is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Buyer shall cooperate with Seller to obtain such approvals, permits, rebates or other financial incentives.

(b) Net Metering.

(i) Host Customer. At Seller's request, Buyer shall promptly take any action and execute any documents, as required, to designate Buyer as the LEU customer of record for the LEU utility meter serving the System and otherwise establish Buyer as the Host Customer for the System for purposes of the Net Metering Rules. Such designation shall in no manner whatsoever relieve the Seller of its obligations under Section 6.2(f) hereunder with respect to interconnection obligations. Seller shall prepare any such documents, including the LEU's net metering service application (the "Schedule Z"), and Buyer shall cooperate fully with Seller's preparation of such documents.

(ii) Net Metering Facility of a Governmental Entity. Buyer acknowledges that the Project will be comprised solely of one or more "Net Metering Facility of a Municipality or Other Governmental Entity" within the meaning of the Net Metering Rules, and agrees not to take any action inconsistent with such regulatory status of the System (including, without limitation, terminating the Schedule Z or amending the Schedule Z in a manner inconsistent with such status) except insofar as such action is expressly authorized hereunder. For avoidance of doubt, the Parties acknowledge that, pursuant to the current Net Metering Rules, in order to obtain and preserve such status, no Schedule Z for a Net Metering Facility of a Municipality or Other Governmental Entity may allocate Net Metering Credits to the account of any individual or of any entity that is not a city, town, federal agency or department, state agency or department, or any entity that is not approved by DPU as an "Other Governmental Entity."

(iii) Net Metering Limit. Buyer acknowledges that, pursuant to the Net Metering Rules, the maximum amount of generating capacity eligible for net metering by a municipality or other governmental entity is the Public Entity Net Metering Limit. Accordingly, Buyer covenants that it shall not serve as the Host Customer of Net Metering Facilities (inclusive of the System) with an aggregate capacity more than the Public Entity Net Metering Limit. Without limiting the foregoing, Buyer further covenants that, during the Term, except with the consent of Seller, which shall not be unreasonably withheld, delayed or conditioned, Buyer shall not serve as Host Customer of other Net Metering Facilities if the output from such Net Metering Facilities interferes with or precludes the Buyer from receiving Net Metering Credits generated by the System in accordance with this Agreement.

(iv) Cooperation on Assurance of Net Metering Eligibility. Buyer agrees to promptly provide such information and assistance to Seller as may be necessary to allow Seller to avail itself of any system established by DPU and/or the LEU to provide certain assurances that a facility will be an eligible Net Metering Facility once the facility commences operation.

(v) Consolidated Billing of Electricity Charges. Buyer acknowledges that, in order to ensure Buyer's ability to maximize savings resulting from allocation of Net Metering Credits to the Target Buyer Accounts, Buyer may desire to arrange for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through its LEU invoices.

(c) Customer Interconnection Acknowledgement. In order to fulfill the LEU's requirements for interconnecting to the LEU distribution grid an energy generating facility that is owned by one party but is located behind the LEU utility meter of another party, Seller shall be party to the interconnection service agreement and Buyer agrees, promptly following Seller's request, to enter into the customer interconnection acknowledgement agreement with the LEU in a form substantially similar to the form of customer interconnection acknowledgement agreement attached to the LEU's interconnection tariff.

(d) Data Access. Buyer shall take any action and execute any documents, as required, to designate (and, as necessary, re-designate) Seller to LEU as an authorized recipient of the energy billing and usage data with respect to the LEU utility meter serving the System.

(e) Uniform Procurement Act Exemption Filings. Buyer shall strictly comply with the provisions of G.L. c. 30B, § 1(b)(33), which requires that, within fifteen (15) days of the signing of a contract for energy or energy related services by a covered public entity, the procuring public entity shall submit to the DPU, the Department of Energy Resources, and the Office of the Inspector General a copy of the contract and a report of the process used to execute the contract. Buyer shall promptly deliver to Seller a complete copy of such filings together with satisfactory evidence that the filings have been timely made.

(f) No Resale of Electricity. The Energy purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Energy be assigned or otherwise transferred to any other Person (other than to the LEU pursuant to the Net Metering Rules), without prior approval of Seller, which approval shall not be unreasonably withheld, and Buyer shall not take any action which would cause Buyer or Seller to become a utility or public service company. For avoidance of doubt, this paragraph shall not prohibit Buyer from exercising its rights as Host Customer under the Net Metering Rules to allocate Net Metering Credits to other parties, subject to Buyer's other obligations under this Agreement.

(g) No Right to Enter or Use Premises. Buyer shall not have, nor shall it assert, any right under this Agreement to enter upon or use the Premises or the System in any manner.

(h) No Assertion that Seller is a Utility. Buyer shall not assert that Seller is an electric utility or public service company or similar entity that has a duty to provide service, or is otherwise subject to rate regulation.

7. REPRESENTATIONS & WARRANTIES.

7.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization and is qualified to do business and in good standing in [];

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement and has the requisite power to own and operate assets and carry on its as it is now being conducted; it has all the rights required to enter into the Agreement and perform its obligations hereunder;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) no consent of any third party, except for such third party consents that have already been obtained and that are in full force and effect, are required to approve the execution, delivery, and performance of the Agreement;

(e) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(f) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(g) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a violation, breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(h) no declaration, filing or registration with, or notice to, or Approval of any Governmental Authority is necessary for the consummation by such Party of the transactions contemplated hereby which has not already been obtained.

(i) it is an entity with the legal capacity to sue and to be sued, and does not have immunity under any Applicable Law from any legal action, suit or proceeding brought in connection with the performance or enforcement of its obligations under the Agreement, or collection of damages for any breach thereof.

7.2 Additional Representations and Warranties of Buyer. In addition to any other representations and warranties contained in the Agreement, Buyer represents and warrants to Seller as of the Effective Date that:

(a) Buyer is not the Host Customer of Net Metering Facilities with an aggregate capacity (inclusive of the System) of more than 10 megawatts (alternating current) (as amended from time to time by the Net Metering Rules, the "Public Entity Net Metering Limit")

8. TAXES AND GOVERNMENTAL CHARGES.

8.1 Buyer Obligations. Buyer shall be responsible for any and all taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues, but shall not be responsible for any sales taxes, fees or charges imposed or authorized by any Governmental Authority assessed against Seller due to Seller's sale of the Energy to Buyer.

8.2 Seller Obligations. Subject to Section 8.1 above, Seller shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Seller shall not be obligated for any taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues. Notwithstanding the foregoing, in the event that the Premises is subject to any incremental real property tax arising from the presence of the System, or the System or any portion thereof is subject to personal property tax, or the Premises, the System or Seller are subject to any obligation to make payments in lieu of any such taxes, the amounts Seller is obligated to pay (or, in the case of real property tax, obligated

to pay indirectly) shall be calculated at least annually and recovered in no more than twelve (12) months through an adjustment to the kWh Rate.

8.3 Minimization of Governmental Charges. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize governmental charges. In the event any of the sales of Energy hereunder are to be exempted from or not subject to one or more governmental charges, either Party shall, promptly upon the other Party's request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion.

9. FORCE MAJEURE.

9.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include Energy the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused by employees of the affected Party or as a result of such Party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority, including a moratorium on any activities related to the Agreement, provided that such Governmental Action is not the result of the fault or negligence of the affected Party; (vi) the inability of one of the Parties to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with the Agreement, provided that the delay or non-obtaining of such Governmental Approval is not attributable to the Party in question and that such Party has exercised its reasonable efforts to obtain such Governmental Approval, (vi) inability of the System "EPC" contractor to obtain the make and model of the photovoltaic modules or other equipment or materials included in its scope of work, to the extent such inability results from an event that falls within the definition of Force Majeure Event; and (vii) available insolation at the Site in any applicable period is below Standard Insolation Conditions. A Force Majeure Event shall not be based on the economic hardship of either Party or the ability of a Party to obtain financing on acceptable terms and conditions.

9.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 9 shall promptly (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; and provided, however, that Buyer shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy delivered to Buyer.

9.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has prevented Seller from performing all of its material obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Buyer shall be entitled to terminate the Agreement upon sixty (60) days' prior written notice to Seller. If at the end of such sixty (60) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination). If at the end of such sixty (60) day

period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and Buyer's notice shall be deemed to have been withdrawn.

10. DEFAULT.

10.1 Seller Defaults and Buyer Remedies.

(a) Seller Defaults. The following events shall be defaults with respect to Seller (each, a "Seller Default"):

(i) A Bankruptcy Event shall have occurred with respect to Seller;

(ii) Except to the extent expressly excused in this Agreement, Seller fails to pay Buyer any amount owed under the Agreement within thirty (30) days after receipt of notice from Buyer of such past due amount; and

(iii) Seller breaches any material covenant or other material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Buyer's written notice of such breach and Seller fails to so cure, or (B) Seller fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed, subject to a maximum aggregate cure period of 60 days.

(iv) If the representations and warranties and other statements made by Seller hereunder misrepresent a material fact as of the Effective Date, and such misrepresentation has a material adverse effect and such effect is not cured within thirty (30) days from the earlier of (a) notice from the Buyer and (b) the discovery or determination by Seller of the misrepresentation; provided, that if Seller commences an action to cure such misrepresentation within such thirty (30) day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days.

(b) Buyer's Remedies. If a Seller Default described in Section 10.1(a) has occurred and is continuing, in addition to all rights and remedies expressly provided herein, and subject to Section 12, Buyer may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement; provided that no such termination or exercise of remedies may occur unless and until written notice of Seller Default has been delivered by Buyer to Seller, and such Seller Default has not been cured within thirty (30) days of delivery of such notice or Seller has failed to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

10.2 Buyer Defaults and Seller's Remedies.

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

(i) A Bankruptcy Event shall have occurred with respect to Buyer;

(ii) Buyer fails to pay Seller any undisputed amount owed under the Agreement within thirty (30) days after receipt of notice from Seller of such past due amount; and

(iii) Buyer breaches any material covenant or other material term of the Agreement if (A) such breach can be cured within thirty (30) days after Seller's notice of such breach and

Buyer fails to so cure, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed subject to a maximum aggregate cure period of 60 days.

(iv) If the representations and warranties and other statements made by Buyer hereunder misrepresent a material fact as of the Effective Date, and such misrepresentation has a material adverse effect on Buyer and such effect is not cured within thirty (30) days from the earlier of (a) notice from the Seller and (b) the discovery or determination by Buyer of the misrepresentation; provided, that if Buyer commences an action to cure such misrepresentation within such thirty (30) day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days.

10.3 Breach; Termination. If a Buyer Default described in Section 10.2(a) has occurred and is continuing, in addition to all rights and remedies provided at law or in equity, and all the rights and remedies expressly provided to Seller pursuant to this Agreement, Seller may terminate this Agreement and upon such termination, Buyer shall pay to Seller, as liquidated damages, the applicable Terminal Value as set forth in Exhibit B within 30 days of such termination. Seller acknowledges and agrees that the remedies described in this section (including Terminal Value) are available only to the extent Seller, after making commercially reasonable efforts to mitigate damages caused by a Buyer Default has not been able to mitigate such damages. For avoidance of doubt, (i) if, within 30 days of such termination and prior to the payment of the Terminal Value, in the process of taking commercially reasonable efforts to mitigate Seller's damages resulting from an uncured Buyer breach, Seller is able to secure a binding agreement with an alternate buyer for purchase and sale of any or all of the Energy, capacity or other products available from the System for all or any portion of the remaining Term (the "Replacement Agreement"), the net present value of the Replacement Agreement, as reasonably calculated by Seller, shall be applied against the Terminal Value payable by Buyer, provided that if the net present value of the Replacement Agreement is greater than the Terminal Value any credit/refund shall not exceed the Terminal Value and (ii) Seller's duty to mitigate damages does not require that Seller contract with an alternative buyer for a term substantially less than the remaining amount of the Term or with an alternative buyer with long-term unsecured, unsubordinated debt credit rating of less than "A3" (or the then-equivalent grade) by Moody's Investor Service, Inc. (or any successor thereto) or "A" (or the then-equivalent grade) by Standard & Poor's Rating Group, a division of Standard & Poor's Corporation (or any successor thereto).

10.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Seller or Buyer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

10.5 Reserved.

10.6 Liquidated Damages Not Penalty. Buyer acknowledges that any applicable Terminal Value constitutes liquidated damages, and not penalties, in lieu of Seller's actual damages resulting from the early termination of the Agreement. Buyer further acknowledges that Seller's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Buyer's rights and obligations under the Agreement, the applicable Terminal Value constitutes fair and reasonable damages to be borne by Buyer in lieu of Seller's actual damages.

11. LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND REPRESENTATIVES FOR ANY SPECIAL, PUNITIVE, EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, EXCEPT FOR CLAIMS UNDER MASSACHUSETTS

GENERAL LAWS CHAPTER 93A, WHICH ARE EXPRESSLY RESERVED AND NOT SUBJECT TO THIS LIMITATION OF LIABILITY.

12. ASSIGNMENT.

Neither Party shall assign any of its rights, duties or obligations under this Agreement without the prior consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Seller may, without consent from Buyer, assign any of its rights, duties or obligations under this Agreement: (i) to a Financing Party, (ii) to one or more of its Affiliates or (iii) to any Person or entity succeeding to all or substantially all of the assets of Seller. In order to facilitate financing of the System, Buyer agrees to enter into a consent and assignment agreement with Seller's Financing Party substantially in the form attached hereto as Exhibit F and such other documents as may be reasonably requested by the Financing Party in connection with its financing of the System. An assignment by either Party in accordance with this Section 12 shall relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

13. NOTICES.

All Notices under this Agreement shall be made in writing to the Addresses and Persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 13.

14. RESERVED.

15. INDEMNITY.

15.1 To the fullest extent permitted by Applicable Law, the Seller shall defend, indemnify and hold harmless the Buyer and its officers, directors, employees, agents, affiliates and representatives (each, an "Indemnified Party") from and against any and all Losses incurred by third parties, including but not limited to Losses arising from personal injury or death, or damage to property but only to the extent such Losses result from or arise out of the negligence, willful misconduct or violation of Applicable Law by the Seller, its employees, subcontractors or agents. To the extent Losses result from or arise out of the negligence, fraud, willful misconduct or violation of Applicable Law by an Indemnified Party, the Seller's obligation to pay Losses shall be reduced in proportion to the percentage by which the Indemnified Party's negligence, errors or omissions caused or contributed to the Losses.

15.2 If an Indemnified Party determines that it is entitled to defense and indemnification under this Section, such Indemnified Party shall promptly notify the Seller in writing of the Losses, and provide all reasonably necessary or useful information, and, subject to the last sentence of this Section 15.2, authority to settle and/or defend the Losses. Defense shall be provided by legal counsel of the Seller's choosing; provided, however, that the Indemnified Party shall have the right to appoint its own separate counsel and have such counsel participate in the defense. To the extent permitted by law, no admission, offer or settlement, or settlement that would include an admission of liability or wrongdoing on the part of the Indemnified Party and/or Buyer, or impose costs or expense or injunctive relief upon the Indemnified Party and/or the Buyer shall be made without Buyer's prior written consent.

16. SYSTEM LOSS AND INSURANCE.

16.1 In the event of any System Loss that, in the reasonable judgment of Seller, results in damage, destruction or loss of the System, Seller shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Buyer whether Seller is willing, notwithstanding such System Loss, to repair or replace the System. In the event that Seller notifies Buyer that Seller is not willing to repair or replace the System, the Agreement will terminate automatically effective upon the delivery of such notice. Seller shall not be required to rebuild or restore the System if such action would be uneconomic or not commercially reasonable, as determined by Seller in its sole discretion.

16.2 Seller shall maintain throughout the Term, and shall furnish Buyer with evidence upon reasonable request, of general liability insurance in the amount of \$2,000,000 and property insurance in an amount to be determined but deemed reasonably sufficient to restore or replace the System in the event of a casualty occurring during at least the first 10 years of the Term, with each policy to be issued by underwriters with an A.M. Best rating of at least "A". The Buyer shall be named as an additional insured on the general liability insurance policy maintained by the Seller. Seller agrees to provide a certificate of insurance and such other evidence that may be required by the Buyer as evidence that Seller has complied with the provisions of this paragraph.

17. MISCELLANEOUS.

17.1 Integration; Exhibits. The Agreement, together with the Exhibits, Schedules, and Appendices attached thereto and hereto, constitute the entire agreement and understanding between Seller and Buyer with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits, Schedules, and Appendices attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference.

17.2 Amendments. The Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer.

17.3 Disputes.

(a) If any dispute arises under this Agreement (a "Dispute"), within ten (10) Days following the delivered date of a written request by either Party (a "Dispute Notice"), (i) each Party shall appoint a representative (individually, a "Party Representative", together, the "Parties' Representatives"), and (ii) the Parties' Representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. If the Parties' Representatives cannot so resolve the Dispute within thirty (30) days after commencement of negotiations, within ten (10) Days following any request by either Party at any time thereafter, each Party Representative (A) shall independently prepare a written summary of the Dispute describing the issues and claims, (B) shall exchange its summary with the summary of the Dispute prepared by the other Party Representative, and (C) shall submit a copy of both summaries to a senior officer of the Party Representative's Party with authority to irrevocably bind the Party to a resolution of the Dispute. Within ten (10) Business Days after receipt of the Dispute summaries, the senior officers for both Parties shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within fourteen (14) days following receipt of the Dispute summaries by the senior officers, either Party may pursue any and all available legal remedies at law or in equity.

(b) Each Party hereby knowingly, voluntarily and intentionally waives any rights or privileges it may have to a trial by jury in respect of any litigation based upon, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether oral or written) or actions of the other Party related hereto and expressly agrees to have any Disputes be

adjudicated by a judge of a court having jurisdiction without a jury. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable attorney's fees and all other costs and expenses resulting therefrom.

17.4 Limited Effect of Waiver. The failure of Seller or Buyer to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

17.5 Survival. The obligations under Sections 2.2 (Breach; Termination), Section 7 (Representations & Warranties), Section 8 (Taxes and Governmental Fees), Section 11 (Limitation of Liability), Section 12 (Assignment), Section 14 (Confidentiality), Section 15 (Indemnification), and Section 17 (Miscellaneous) shall survive the expiration or termination of the Agreement for any reason. For the avoidance of doubt, the expiration or earlier termination of this Agreement shall not relieve the Parties of duties or liabilities that by their nature should survive such expiration or termination, prior to the term of the applicable statute of limitations, including Energy warranties, remedies, or indemnities which obligations shall survive for the period of the applicable statute(s) of limitation.

17.6 Governing Law. The Agreement is made and entered into and shall be interpreted in accordance with the applicable laws of Massachusetts. The Parties hereby submit to the exclusive jurisdiction of the courts of Boston, and venue is hereby stipulated to be Boston, MA.

17.7 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.8 Relation of the Parties. The relationship between Seller and Buyer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Seller and Buyer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

17.9 Successors and Assigns. The Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

17.10 Counterparts. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

17.11 Facsimile Delivery. The Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

17.12 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a "forward contract" within the meaning of the United States Bankruptcy Code. Each Party represents and warrants, solely as to itself, that it is (i) a "forward contract merchant" within the meaning of the United States Bankruptcy Code and (ii) an "eligible commercial entity" and an "eligible contract participant" within the meaning of the United States Commodities Exchange Act.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement under seal as of the Effective Date.

SELLER: Federal Road Solar 1, LLC.

By: 1115 Solar Development, LLC, its sole member

By: Borrego Solar Systems, Inc., its sole member

By: _____

Name: _____

Title: _____

BUYER: Town of Medway

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions and Interpretation

“Actual Monthly Production” means the amount of Energy recorded by Seller’s metering equipment during each calendar month of the Term, pursuant to Section 3.2.

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person. The term “control” (including the terms “controls,” “under the control of” and “under common control with”) means the possession, directly or indirectly, of the right, power and authority to direct or cause the direction of the management or policies of a person or entity, whether through ownership interest, by contract, or otherwise.

“Agreement” means this Power Purchase Agreement and all exhibits, schedules and appendices (each an “Exhibit”, “Schedule”, or “Appendix”, as applicable) attached hereto and thereto.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Bankruptcy Event” means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Massachusetts are required or authorized by Applicable Law to be closed for business.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Default” has the meaning set forth in Section 10.2(a).

“Commercial Operation Date” means the date on which testing in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by the majority of

photovoltaic system integrators in the United States indicate that the applicable System is capable of generating Energy for four (4) continuous hours, measured at the Point of Delivery, using such instruments and meters as have been installed for such purposes, and the interconnection to the LEU's electric grid and all review and approvals have been provided by the applicable utility and Massachusetts.

"Commercial Operation Deadline" means the date which is three hundred sixty-five (365) days from the Effective Date; provided, however, that the Commercial Operation Deadline shall be extended on a day-for-day basis for any Force Majeure Event, breach of the Agreement by Buyer, or other action or inaction on the part of Buyer or any other third party occurring after the Effective Date and prior to the Commercial Operation Date.

"Confidential Information" has the meaning set forth in the MNDA.

"Dispute" and "Dispute Notice" have the meanings set forth in Section 17.3.

"DPU" means the Massachusetts Department of Public Utilities or its successors.

"Effective Date" has the meaning set forth in the Preamble.

"Energy" means electric energy generated by the System.

"Energy Payment" has the meaning set forth in Section 5.1.

"Environmental Financial Attributes" shall mean, Energy, each of the following financial rebates and incentives created under any present or future local state, local, federal or international law or voluntary program that is in effect as of the Effective Date or may come into effect in the future: (i) solar renewable energy certificates (SRECs); (ii) other state, regional, or federal renewable energy certificates (RECs) however so named or referred to (including, but not limited to Renewable Portfolio Standard (RPS) Class I RECs); (iii) incentive tax credits or other tax benefits, and accelerated depreciation (collectively, "allowances"), howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy generated by the System; (iv) net metering credits or similar credits; (v) any other emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility; and (vi) all reporting rights with respect to such allowances.²

"Estimated Annual Production" means the Estimated Annual Production for the applicable year of the Term as set forth in Exhibit C.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Seller (or an Affiliate of Seller) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Seller (or an Affiliate of Seller) with respect to the System.

"Force Majeure Event" has the meaning set forth in Section 9.1.

² Note: This section will be edited to match jurisdiction in question.

“Good Industry Practice” means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry in the operation and maintenance of generating equipment similar in size and technology to the System) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means the LEU, ISO and/or any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Host Customer” shall have the meaning given this term in the Net Metering Rules.

“Indemnified Party” has the meaning set forth in Section 15.1.

“Initial Term” has the meaning set forth on the Cover Sheet.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Seller at the Premises.

“Invoice Date” has the meaning set forth in Section 5.2.

“ISO” means the local independent system operator.

“kWh Rate” has the meaning set forth on the Cover Sheet.

“Lease” means the Option and Lease Agreement by and between Seller and Lessor dated May 8, 2014

“Lessor” means A.D. Makepeace Company

“LEU” means the local electric distribution owner and operator providing electric distribution services to Buyer and also providing electric distribution and interconnection services to Seller for Seller’s Systems located on Lessor’s real property.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all reasonable attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Meter” has the meaning set forth in Section 3.2.

“Minimum Output Requirement” has the meaning set forth in Section 4.2.

“MNDA” means the “Mutual Non-Disclosure And Non-Circumvention Agreement entered into between the Parties if applicable.

“Net Metering” shall have the meaning set forth in the Net Metering Rules.

“Net Metering Credit” means the applicable monetary value of an excess kilowatt-hour of electricity, determined in accordance with the Net Metering Rules, generated by a Solar Net Metering Facility, as defined in accordance with the Net Metering Rules.

“Net Metering Facility” shall have the meaning set forth in the Net Metering Rules.

“Net Metering Rules” means, collectively and as amended from time to time, the Massachusetts net metering statute, MGL c. 164, §§ 138 – 140, the Massachusetts net metering regulations, 220 CMR 18, orders issued by DPU relating to Net Metering (including, without limitation, DPU 11-10-A (May 7, 2012) and the appendices thereto) and the associated net metering tariff of the LDC.

“Party” or “Parties” has the meaning set forth in the introductory paragraph above.

“Party Representative” has the meaning set forth in Section 17.3.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Point of Delivery” means the physical location, as may be shown or described in Exhibit D, where the System connects to the LEU electric grid, at which point custody and control of the Energy generated by the System is transferred from Seller to Buyer.

“Premises” has the meaning set forth in the Lease.

“Public Entity Net Metering Limit” shall have the meaning set forth in Section 7.2(a) of this Agreement.

“Renewable Energy Credits” means all certificates (including Tradable Renewable Certificates), green-e tags, solar renewable energy credits or other transferable indicia denoting carbon offset credits or indicating generation of a particular quantity of Energy from a renewable energy source by a renewable energy facility attributed to the output during the Term created under a renewable energy, emission reduction, or other reporting program adopted by a Governmental Authority, or for which a registry and a market exists (which, as of the Effective Date, are certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3, administered by the Center for Resource Solutions) or for which a market may exist at a future time.

“Renewal Term” has the meaning set forth in Section 2.1.

“Schedule Z” shall have the meaning set forth in Section 6.3(b)(i) of this Agreement.

“Seller” has the meaning set forth in the Preamble above.

“Seller Default” has the meaning set forth in Section 10.1(a).

“Solar Net Metering Facility” shall have the meaning set forth in the Net Metering Rules.

“Standard Insolation Conditions” means that the aggregate available solar irradiation resource at the location of the System (the "Site") for all hours in any applicable three hundred sixty-five (365) day period is not more than twelve percent (12%) below the average amount of the aggregate solar irradiation for the Site set forth in the National Renewable Energy Laboratory’s TMY3 dataset, and the Parties acknowledge and agree that if the aggregate available solar irradiation resource at the Site for all hours in any applicable three hundred sixty-five (365) day period is more than twelve percent (12%) below the average amount of the aggregate solar irradiation set forth in the National Renewable Energy Laboratory’s TMY3 dataset, such occurrence shall constitute a Force Majeure Event.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

“System” means the integrated assembly of photovoltaic modules, mounting assemblies, inverters, conduit, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, owned by Seller and located on Lessor’s real property which is used to generate Energy.

“System Loss” means loss, theft, damage or destruction of the System, or any other occurrence or event that prevents or limits the System from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or Force Majeure) other than (i) Seller’s gross negligence or intentional misconduct, (ii) Seller’s breach of maintenance obligations under the Agreement, or (iii) normal wear and tear of the System.

“System Operations” means Seller’s operation, maintenance and repair of the System.

“Tariff” means the National Grid tariffs M.D.P.U. No. 1176 and M.D.P.U. No. 1177 for interconnection for distributed generation and net metering services, as approved in DPU Docket 09-72, and any subsequent amendments and approvals thereto.

“Term” has the meaning set forth in Section 2.1.

“Terminal Value(s)” means the value or values, as applicable, set forth in Exhibit B.

EXHIBIT B

TERMINAL VALUES

The applicable Terminal Value with respect to the applicable System under the Agreement shall be as set forth below:

in Year of Term:	Terminal Value
1	\$3,772,892.84
2	\$3,748,937.30
3	\$3,716,607.66
4	\$3,674,977.42
5	\$3,623,026.12
6	\$3,559,629.91
7	\$3,483,551.16
8	\$3,393,427.11
9	\$3,287,757.32
10	\$3,164,889.87
11	\$3,023,006.18
12	\$2,860,104.38
13	\$2,673,980.88
14	\$2,462,210.23
15	\$2,222,122.90
16	\$1,950,780.84
17	\$1,644,950.62
18	\$1,301,073.85
19	\$915,234.66
20	\$483,123.94

EXHIBIT C

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to the applicable System under the Agreement shall be as follows:

Year	Total Array Production	50% (3 MW) Production allocation to Medway
1	7,734,840	3,867,420
2	7,696,166	3,848,083
3	7,657,685	3,828,842
4	7,619,397	3,809,698
5	7,581,300	3,790,650
6	7,543,393	3,771,697
7	7,505,676	3,752,838
8	7,468,148	3,734,074
9	7,430,807	3,715,403
10	7,393,653	3,696,826
11	7,356,685	3,678,342
12	7,319,901	3,659,951
13	7,283,302	3,641,651
14	7,246,885	3,623,443
15	7,210,651	3,605,325
16	7,174,598	3,587,299
17	7,138,725	3,569,362
18	7,103,031	3,551,515
19	7,067,516	3,533,758
20	7,032,178	3,516,089

3 MW – Medway, MA

EXHIBIT D
DESCRIPTION OF THE PREMISES

The Premises shall be the real property located off Federal Road in Carver, MA. Seller may modify the Premises by its selection of one or more alternative or additional locations, provided that (i) Seller shall deliver notice of such modification to Buyer and (ii) any such alternative or additional location shall be within the LEU service territory and the same ISO New England load zone as the Premises was in prior to such modification. Notwithstanding the foregoing, Seller shall have the right to irrevocably waive its right to modify the Premises in accordance with this Exhibit D, provided that Seller shall provide notice to Buyer of any such waiver.

EXHIBIT E
SYSTEM SPECIFICATIONS

System Size: Approximately 5,996 kW STC (DC), provided that the System shall under no circumstances constitute a Class III Net Metering Facility under 220 CMR 18.02 of the Net Metering regulations.

Scope:

1. Design and install an approximately 5,996 kW STC solar array on an existing parcel of real property as shown in Exhibit D.
2. Inverters
 - a. The inverter(s) will be mounted on concrete slabs within the arrays.
3. Conduit.
 - a. All trenching will be backfilled and capped with material matching the original surface for all road crossings or parking lots, all other trenching will be compacted to 90%.
4. Provider shall furnish and install all equipment and materials for temporary power and all equipment and materials for a permanent electrical service at the Premises.

Module: Yingli Solar 300 w or Equivalent. **Inverter:** SMA 24000TL or equivalent

EXHIBIT F

CONSENT AND ASSIGNMENT AGREEMENT

CONSENT AND ASSIGNMENT AGREEMENT dated as of _____, 20__ by and among [], a [corporation] organized and existing under the laws of [] (together with its successors, designees and assigns, "Contract Party"), [], [], a [] [company] (together with its successors, designees and assigns, the "Bank"), [], a [] [company] (together with its successors, designees and assigns, the "Investor" and together with the Bank, the "Financing Parties") and [], a limited liability company organized and existing under the laws of Delaware ("Borrower").

WHEREAS, the Contract Party and Borrower have entered into the [] Agreement dated as of [] (as amended, modified and supplemented and in effect from time to time, the "Assigned Agreement");

WHEREAS, Borrower has entered into the Loan Agreement dated as of [], 20[] (as amended, modified and supplemented and in effect from time to time, the "Loan Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement) among Borrower and the Bank; and

WHEREAS, as security for the Obligations, Borrower has entered into (i) the [Collateral Agreement] dated as of [], 20[] (as amended, modified and supplemented and in effect from time to time, the "Collateral Agreement") and the (ii) [Security Agreement] dated as of [], 20[] (as amended, modified and supplemented and in effect from time to time, and, together with the Collateral Agreement, the "Security Agreements"), pursuant to which Borrower will assign all of its right, title and interest in, to and under the Assigned Agreement to the Bank (the "Security Interest");

[WHEREAS, Investor has agreed to provide equity financing relating to the Assigned Agreement pursuant to the terms and conditions of the Operating Agreement of [], a [] limited liability company, the sole member of Borrower, dated as of [], 20[], by and between Investor and [], a [] limited liability company (the "Borrower Operating Agreement" and together with the Security Agreements and the Loan Agreement, the "Financing Agreements").]³

³ Note – include if there is a separate equity investor party.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

CONSENT TO ASSIGNMENT, ETC.

[Financing Parties. Contract Party acknowledges that each of Bank and Investor is a “Financing Party” as defined in the Assigned Agreement and entitled to the benefits thereof in favor of Financing Parties, and that this Consent and Assignment serves as the timely notice identifying Bank and Investor as such pursuant to Exhibit [] of the Assigned Agreement, provided, however, that the Bank shall have exclusive rights as a Financing Party with respect to the Security Interest in the Assigned Agreement and any related assets.]⁴

Consent to Assignment. The Contract Party (a) acknowledges that the Financing Parties have executed the Financing Agreements in reliance, among other things, on the execution and delivery by the Contract Party of the Assigned Agreement and this Consent and Assignment, (b) consents in all respects to the collateral assignment thereunder of all of Borrower’s right, title and interest in, to and under the Assigned Agreement, including, without limitation, all of Borrower’s rights to receive and obligations to make payments under or with respect to the Assigned Agreement, whether as contractual obligations, damages, indemnity payments or otherwise (collectively, the “Assigned Interests”), and (c) acknowledges the right of the Financing Parties or their designee(s) or assignee(s), in the exercise such Financing Party’s rights and remedies under the Financing Agreements, to make all demands, give all notices, take all actions and exercise all rights of Borrower under the Assigned Agreement and consents to any assignment of the Assigned Interests by a Financing Party pursuant to the terms of the Financing Agreements.

Substitute Owner. The Contract Party agrees that (a) if a Financing Party notifies the Contract Party (irrespective of any notice to the contrary received by the Contract Party from any other party) that an Event of Default has occurred and is continuing under the Financing Agreements and that the Financing Parties or their designee(s) or assignee(s) has elected to exercise the rights and remedies set forth in the Financing Agreements, then the Financing Parties, their designee(s) or assignee(s) or any other purchaser of the Assigned Interests in a judicial or non-judicial foreclosure sale (the “Substitute Owner”) shall be substituted for Borrower under the Assigned Agreement; provided that such Substitute Owner shall be financially and technically qualified to operate the Project and perform its obligations under the Assigned Agreement and (b) in such event, the Contract Party will recognize the Substitute Owner and will continue to perform its obligations under the Assigned Agreement in favor of the Substitute Owner pursuant to the original terms thereof.

Right to Cure. If Borrower defaults in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Contract Party to terminate or suspend its performance under the Assigned Agreement (each hereinafter a “default”), the Contract Party will not (and will not have the right to) terminate or suspend its performance under the Assigned Agreement until it first gives written notice of

⁴ Note - include if Assigned Agreement provides for a “Financing Party.” Language may be adjusted based on inclusion of an investor financing party.

such default or event to the Financing Parties and the Financing Parties or their designee(s) or assignee(s) and affords each such party a period of at least sixty (60) days (or if such default is a nonmonetary default, such longer period as is required so long as any such party has commenced and is diligently pursuing appropriate action to cure such default) from receipt of such notice to cure such default; provided, however, that (a) if possession of the Project is necessary to cure such default and the Financing Party or its designee(s) or assignee(s) has commenced foreclosure proceedings, the Financing Party or its designee(s) or assignee(s) will be allowed a reasonable time to complete such proceedings, and (b) if the Financing Party or its designee(s) or assignee(s) are prohibited from curing any such default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Borrower, then the time periods specified herein for curing a default shall be extended for the period of such prohibition.

No Amendments. The Contract Party agrees that it will not, without the prior written consent of the Financing Parties, enter into any supplement, restatement, extension, novation, material amendment, change order or other material modification of the Assigned Agreement, assign or otherwise transfer any of its rights under the Assigned Agreement, terminate, cancel or suspend its performance under the Assigned Agreement (except in accordance with Section 1.4 hereof), consent to any assignment or other transfer by Borrower of its rights under the Assigned Agreement or consent to any termination, cancellation or suspension of performance under the Assigned Agreement.

Replacement Agreements. In the event that the Assigned Agreement is terminated for any reason other than a default which could have been but was not cured by the Financing Parties or their designee(s) or assignee(s) as provided in Section 1.4 hereof (including, without limitation, any bankruptcy, insolvency or other similar proceeding affecting Borrower), the Contract Party will, at the option of the Financing Parties, enter into new agreements with the Financing Parties or its designee(s) or assignee(s) having terms substantially the same as the terms of the relevant Assigned Agreement; provided that in such event the Financing Parties (or such designee(s) or assignee(s)) shall satisfy the requirements of a Substitute Owner set forth in Section 1.3 hereof.

No Liability. The Contract Party acknowledges and agrees that neither the Financing Parties nor any of their designee(s) or assignee(s) shall have any liability or obligation under the Assigned Agreement as a result of this Consent and Assignment, nor shall the Financing Parties or any of their designee(s) or assignee(s) be obligated or required to (a) perform any of Borrower's obligations under the Assigned Agreement, except during any period in which a Financing Party (or its designee(s) or assignee(s)) is a Substitute Owner pursuant to Section 1.3 hereof, in which case the obligations of such Substitute Owner shall be no more than that of Borrower under the Assigned Agreement at the time such Substitute Owner became a Substitute Owner, or (b) take any action to collect or enforce any claim for payment assigned under the Financing Agreements.

Performance under Assigned Agreement. The Contract Party shall perform and comply with all material terms and provisions of the Assigned Agreement to be performed or complied with by it for the benefit of the Financing Parties and shall maintain the Assigned Agreement in full force and effect in accordance with the terms thereof.

Transfer. The Financing Parties shall have the right to assign all or a *pro rata* interest in the Assigned Agreement or a new agreement entered into pursuant to Section 1.6 hereof to a person to whom the Project is transferred, provided that such transferee (i) assumes the obligations of Borrower or the Financing Party, as applicable, under the Assigned Agreement or such new agreement and (ii) satisfies the requirements of a Substitute Owner set forth in Section 1.3 hereof. Upon such assignment, the Borrower or the Financing Party, as the case may be, shall be released from any further liability under the Assigned Agreement or such new agreement to the extent of the interest assigned.

Delivery of Notices. The Contract Party shall deliver to each Financing Party and its designee(s) or assignee(s), concurrently with the delivery thereof to Borrower, a copy of any notice of termination, suspension, default or potential default given by the Contract Party to Borrower pursuant to the Assigned Agreement in accordance with the notice provisions set forth in Section 6.1 hereof.

Access. The Contract Party agrees to provide each Financing Party (and any agents acting on its behalf), upon reasonable notice and during regular business hours, access to its facilities to the extent such facilities are relevant to the performance by the Contract Party of its obligations under the Assigned Agreement.

PAYMENTS UNDER THE ASSIGNED AGREEMENT

Payments. The Contract Party will pay all amounts payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly into the appropriate account specified on Exhibit A hereto, or to such other person or account as shall be specified from time to time by the Financing Parties to the Contract Party in writing.

No Offset, Etc. All payments required to be made by the Contract Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than that expressly allowed by the terms of the Assigned Agreement.

REPRESENTATIONS AND WARRANTIES OF THE CONTRACT PARTY

The Contract Party hereby makes the following representations and warranties in favor of the Financing Parties.

Organization. The Contract Party is a corporation or company duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is duly qualified, authorized to do business and in good standing as a foreign entity in every jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified, and has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations hereunder and under the Assigned Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

Authorization. The execution, delivery and performance by the Contract Party of this Consent and Assignment and the Assigned Agreement have been duly authorized by all necessary corporate or other action on the part of the Contract Party and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of (a) the Contract Party or (b) any other person, except approvals or consents which have previously been obtained and which are in full force and effect.

Execution and Delivery; Binding Agreements. Each of this Consent and Assignment and the Assigned Agreement are in full force and effect, have been duly executed and delivered on behalf of the Contract Party by the appropriate officers of the Contract Party, constitute the legal, valid and binding obligation of the Contract Party, enforceable against the Contract Party in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law) and are admissible in evidence without the need of any

filing, registration, notarization or other action (except where registration is required pursuant to Section 3.6).

Litigation. There is no litigation, action, suit, proceeding or investigation pending or (to the best of its knowledge) threatened against the Contract Party before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (a) could adversely affect the performance by the Contract Party of its obligations hereunder or under the Assigned Agreement, or which could modify or otherwise adversely affect the Approvals (as defined in Section 3.6 hereof), (b) could have a material adverse effect on the condition (financial or otherwise), business or operations of the Contract Party or (c) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

Compliance with Other Instruments, Etc. The Contract Party is not in violation of its formation or governance documents, and the execution, delivery and performance by the Contract Party of this Consent and Assignment and the Assigned Agreement and the consummation of the transactions contemplated hereby and thereby will not result in any violation of, breach of or default under any term of its formation or governance documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, writ, injunction, decree, order, charter, law, ordinance, rule or regulation (to the best of its knowledge) applicable to it.

Approvals. All orders, authorizations, waivers, approvals or any other actions, or registrations, declarations or filings with, any person, board or body, public or private (collectively, the "Approvals"), which are required to be obtained by the Contract Party in connection with the execution, delivery or performance of the Assigned Agreement or the consummation of the transactions contemplated thereunder, have been obtained or will be obtained on or before the date required in the Assigned Agreement.

No Default or Amendment. Neither the Contract Party nor, to the best of its knowledge after due inquiry, any other party to the Assigned Agreement is in default of any of its obligations under any of the Assigned Agreement. The Contract Party and, to the best of its knowledge after due inquiry, each other party to the Assigned Agreement has complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement. No event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the Contract Party or Borrower to terminate or suspend its obligations under the Assigned Agreement. The Assigned Agreement has not been amended, modified or supplemented in any manner.

No Previous Assignments. The Contract Party has no notice of, and has not consented to, any previous assignment by Borrower of all or any part of its rights under the Assigned Agreement.

Assigned Agreement in Effect. The Assigned Agreement is in full force and effect; there are no other amendments, modifications, supplements, waivers, promises, agreements, understandings or commitments between Contract Party and Borrower relating to the subject of the Assigned Agreement; and no party to the Assigned Agreement has given any notice of termination thereunder.

Representations and Warranties. All representations, warranties and other statements made by the Contract Party to Borrower in the Assigned Agreement were true and correct as of the date when made and are true and correct as of the date of this Consent and Assignment.

INFORMATION REQUIRED UNDER THE LOAN AGREEMENT

In connection with each invoice submitted to Borrower under the Assigned Agreement, the Contract Party agrees to provide Borrower with all documents and information relating to such invoice as Borrower is reasonably required to provide to obtain financing (whether by reimbursement or otherwise) under and pursuant to the Loan Agreement.

MISCELLANEOUS

Notices. All notices and other communications hereunder shall be in writing, shall be deemed given upon receipt thereof by the party or parties to whom such notice is addressed, shall refer on their face to the relevant Assigned Agreement (although failure to so refer shall not render any such notice of communication ineffective), shall be sent by first class mail, by personal delivery or by an internationally recognized courier service, and shall be directed (a) if to the Contract Party or if to Borrower, in accordance with the terms of the Assigned Agreement, and (b) if to the Financing Parties, to the intended recipient at the address for each Financing Party set forth on Exhibit B hereto and (c) to such other address or addressee as any such party may designate by notice given pursuant hereto.

Governing Law; Submission to Jurisdiction; etc.

(a) THIS CONSENT AND ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

(b) Any legal action or proceeding with respect to this Consent and Assignment and any action for enforcement of any judgment in respect thereof may be brought in the courts of the Commonwealth of Massachusetts or of the United States of America for the District of Massachusetts located in Boston, Massachusetts, and, by execution and delivery of this Consent and Assignment, the Contract Party hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof.

(c) To the extent that the Contract Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, sovereign immunity or otherwise) with respect to itself or its property, it hereby irrevocably waives such immunity in respect of its obligations under this Consent and Assignment and the Assigned Agreement.

(d) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACT PARTY, BORROWER AND THE FINANCING PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT AND ASSIGNMENT OR ANY MATTER ARISING HEREUNDER.

Counterparts. This Consent and Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Headings Descriptive. The headings of the several sections and subsections of this Consent and Assignment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent and Assignment.

Severability. In case any provision in or obligation under this Consent and Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Amendment, Waiver. Neither this Consent and Assignment nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contract Party, the Borrower and the Financing Parties.

Termination. The obligations of the Contract Party hereunder are absolute and unconditional, and the Contract Party has no right, and shall have no right, to terminate this Consent and Assignment or to be released, relieved or discharged from any obligation or liability hereunder until all of the Obligations shall have been indefeasibly paid in full in cash.

Successors and Assigns. This Consent and Assignment shall be binding upon the Contract Party and its permitted successors and assigns and shall inure to the benefit of each Financing Party, its designee(s) and assignee(s) and its successors and assigns.

Further Assurances. The Contract Party hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Consent and Assignment.

Entire Agreement. This Consent and Assignment and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and Assignment and any such agreement, document or instrument, the terms, conditions and provisions of this Consent and Assignment shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Assignment to be duly executed and delivered by their duly authorized officers as of the date first above written.

[CONTRACT PARTY]

By: _____

Name:

Title:

Accepted and Agreed:

[_____],

as Bank

By: _____

Name:

Title:

[_____],

as Investor

By: _____

Name:

Title:

[_____],

as Borrower

By:_____

Name:

Title:

Exhibit A to
Consent and Assignment

[INSERT PAYMENT INSTRUCTIONS]

Notices

If to Bank:

[]

[]

[]

Fax: []

Email: []

Attention: []

with copy to (which shall not constitute notice or service of process)

[]

[]

[]

Fax: []

Email: []

Attention: []

If to Investor:

[]

[]

[]

Fax: []

Email: []

Attention: []

with copy to (which shall not constitute notice or service of process)

[]

[]

[]

Fax: []

Email: []

Attention: []

TOWN OF MEDWAY 3 MW - EXAMPLE
 ANNUAL CASHFLOW OF PV INVESTMENT
 NET METERING CREDIT PURCHASE AGREEMENT (NMCAPA) SCENARIO



System Assumptions	
System Size (DC)	3,000.00 kW
Year 1 Production	3,884,340 KWh
Annual System Degradation Factor	0.50%

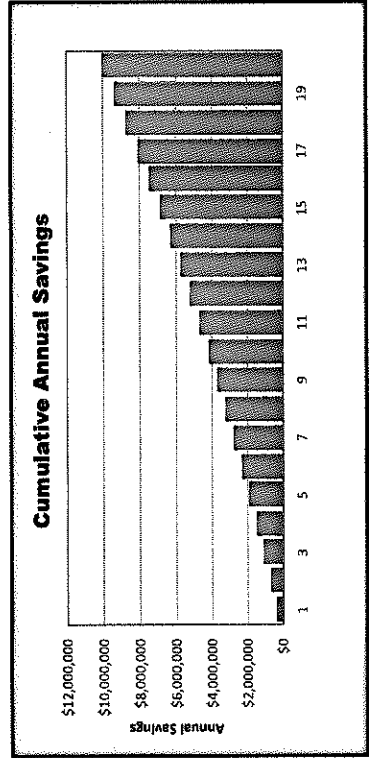
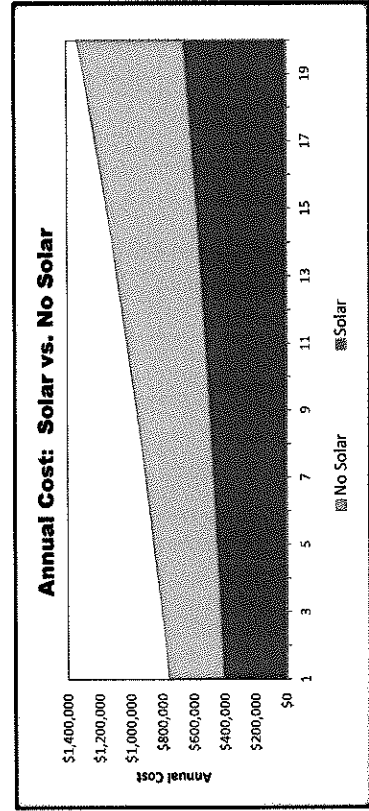
Utility Assumptions	
Annual Utility Escalation Rate	3.0%

NMCAPA	
NMCAPA Starting Rate	\$0.10375
NMCAPA Annual Escalation Rate	2.00%
NMCAPA Agreement Term	20

Ave 1st Year Utility Savings per NMCAPA kWh Produced \$0.19541

Financial Return	
Net Present Value of investment at 5%	\$5,931,393
30 Year Cumulative Cash Flow	\$10,050,465

Year	Value of Net Metering		Annual Cash Flow	Cumulative Cash Flow
	NMCAPA Electricity Payments	Credits Utility Bills		
0	\$0	\$0	\$0	\$0
1	(\$403,000)	\$759,039	\$356,039	\$356,039
2	(\$409,005)	\$777,901	\$368,896	\$724,935
3	(\$415,099)	\$797,232	\$382,133	\$1,107,067
4	(\$421,284)	\$817,043	\$395,759	\$1,502,826
5	(\$427,561)	\$837,347	\$409,785	\$1,912,612
6	(\$433,932)	\$858,155	\$424,223	\$2,336,834
7	(\$440,398)	\$879,480	\$439,082	\$2,775,916
8	(\$446,959)	\$901,335	\$454,375	\$3,230,292
9	(\$453,619)	\$923,733	\$470,114	\$3,700,406
10	(\$460,378)	\$946,688	\$486,310	\$4,186,715
11	(\$467,238)	\$970,213	\$502,975	\$4,689,691
12	(\$474,200)	\$994,323	\$520,123	\$5,209,814
13	(\$481,265)	\$1,019,032	\$537,767	\$5,747,581
14	(\$488,436)	\$1,044,355	\$555,919	\$6,303,499
15	(\$495,714)	\$1,070,307	\$574,593	\$6,878,092
16	(\$503,100)	\$1,096,904	\$593,804	\$7,471,897
17	(\$510,596)	\$1,124,162	\$613,566	\$8,085,463
18	(\$518,204)	\$1,152,097	\$633,894	\$8,719,356
19	(\$525,925)	\$1,180,727	\$654,802	\$9,374,158
20	(\$533,761)	\$1,210,068	\$676,307	\$10,050,465
Totals	(\$9,309,674)	\$19,360,139	\$10,050,465	\$10,050,465



All numbers are for discussion purposes only. Borrego Solar makes no guarantee in regards to system performance.

Generate Change. Choose Solar.

Continued



TOWN OF MEDWAY 3 MW - EXAMPLE
 ANNUAL CASHFLOW OF PV INVESTMENT
 NET METERING CREDIT PURCHASE AGREEMENT (NMCPS) SCENARIO

System Assumptions	
System Size (DC)	3,000.00 kW
Year 1 Production	3,884,340 kWh
Annual System Degradation Factor	0.50%

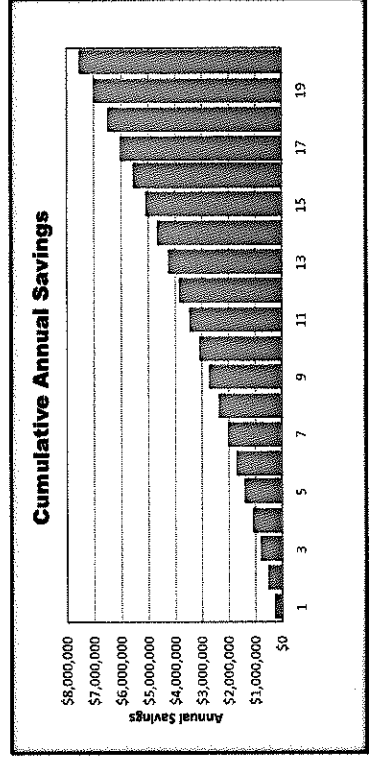
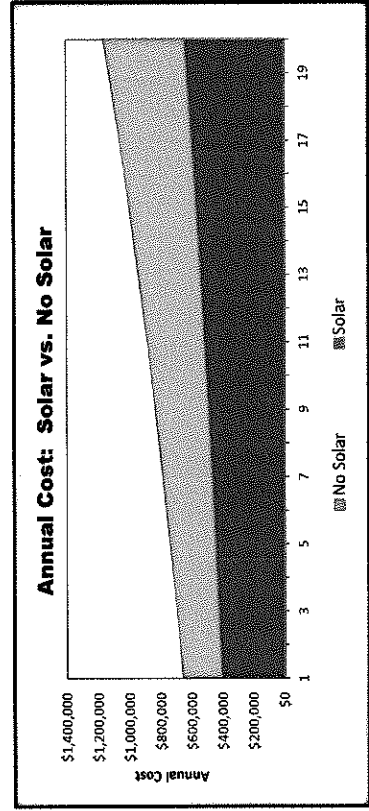
Utility Assumptions	
Annual Utility Escalation Rate	3.0%

NMCPS	
NMCPS Starting Rate	\$0.10375
NMCPS Annual Escalation Rate	2.00%
NMCPS Agreement Term	20

Ave 1st Year Utility Savings per NMCPS kWh Produced \$0.17000

Financial Return	
Net Present Value of Investment at 5%	\$4,423,493
30 Year Cumulative Cash Flow	\$7,532,983

Year	Value of Net Metering			Annual Cash Flow	Cumulative Cash Flow
	NMCPS Electricity Payments	Credits Utility Bills			
0	\$0	\$0		\$0	\$0
1	(\$403,000)	\$660,338		\$257,338	\$257,338
2	(\$409,005)	\$676,747		\$267,742	\$525,080
3	(\$415,099)	\$693,564		\$278,465	\$803,545
4	(\$421,284)	\$710,799		\$289,515	\$1,093,060
5	(\$427,561)	\$728,463		\$300,902	\$1,393,962
6	(\$433,932)	\$746,565		\$312,633	\$1,706,595
7	(\$440,398)	\$765,117		\$324,720	\$2,031,315
8	(\$446,959)	\$784,130		\$337,171	\$2,368,486
9	(\$453,619)	\$803,616		\$349,997	\$2,718,483
10	(\$460,378)	\$823,586		\$363,208	\$3,081,690
11	(\$467,238)	\$844,052		\$376,814	\$3,458,505
12	(\$474,200)	\$865,027		\$390,827	\$3,849,332
13	(\$481,265)	\$886,523		\$405,258	\$4,254,589
14	(\$488,436)	\$908,553		\$420,117	\$4,674,706
15	(\$495,714)	\$931,130		\$435,417	\$5,110,123
16	(\$503,100)	\$954,269		\$451,169	\$5,561,292
17	(\$510,596)	\$977,982		\$467,386	\$6,028,678
18	(\$518,204)	\$1,002,285		\$484,081	\$6,512,760
19	(\$525,925)	\$1,027,192		\$501,267	\$7,014,027
20	(\$533,761)	\$1,052,718		\$518,956	\$7,532,983
Totals	(\$9,309,674)	\$16,842,657		\$7,532,983	\$7,532,983



All numbers are for discussion purposes only. Borrego Solar makes no guarantee in regards to system performance.

Generate Change. Choose Solar.

AGENDA

ITEM #7

Discussion/Vote – Special Town Meeting Warrant Article Recommendations

Associated back up materials attached.

- Special Town Meeting [May 11, 2015] Warrant Draft

Proposed motion: I move that the Board vote to close the warrant for the Special Town Meeting scheduled for May 11, 2015.

**TOWN OF MEDWAY
WARRANT FOR MAY 11, 2015
SPECIAL TOWN MEETING**

NORFOLK ss:

To either of the Constables of the Town of Medway

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street, on Monday, May 11, 2015** at 7:00 PM, then and there to act on the following articles:

ARTICLE 1: (Free Cash Transfer: Snow and Ice Deficit)

To see if the Town will vote to appropriate the sum of \$400,000 from Fiscal Year 2014 Certified Free Cash for the purpose of funding the Snow & Ice Fiscal Year 2015 appropriation deficit; or act in any manner relating thereto.

DEPARTMENT OF PUBLIC SERVICES

BOARD OF SELECTMEN RECOMMENDATION: **Approve**

FINANCE COMMITTEE RECOMMENDATION: **Approve**

ARTICLE 2: (Free Cash Transfer: Street Acceptance Account)

To see if the Town will transfer the sum of \$15,000 from Fiscal Year 2015 Certified Free Cash to the special Street Acceptance account, or act in any manner relating thereto.

PLANNING ADMINISTRATOR

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 3: (Transfer: Street Acceptance Account)

To see if the Town will transfer the sum of the unexpended balance of the Fiscal Year 2015 Planning and Economic Development Board Consulting Services and Contracted Services account in the amount of \$X to the special Street Acceptance account, or act in any manner relating thereto.

PLANNING ADMINISTRATOR

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 4: (Transfer: Fire Dept. Overtime)

To see if the Town will vote to transfer \$, the unexpended balance of an appropriation authorized by vote of the Town for a Fire Department training program under Article 11 of the May 12, 2014 Special Town Meeting, for the purpose of funding Fire Department overtime, or to take any other action thereto.

FIRE CHIEF

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 5: (Transfer: Memorial Committee)

To see if the Town will vote to transfer from X account the sum of \$4,000 for the purpose of funding projects and activities of the Memorial Committee, with unexpended funds as of June 30, 2016 being returned to the General Fund, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 6: (Reserve for Overlay Release)

To see if the Town will vote to transfer from the Reserve for Overlay Release Account the sum of \$7,768.84 to fund a provision for overlay deficit of \$2,124.82 in the year 2000, to fund a provision for overlay deficit of \$2,370.45 in the year 2001, to fund a provision for overlay deficit of \$793.11 in the year 2002, and to fund a provision for overlay deficit of \$2,480.46 in the year 2004, or to act in any manner relating thereto.

BOARD OF ASSESSORS

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 7: (Appropriation: FY15 Solid Waste Enterprise)

To see if the Town will vote to transfer a sum of money from Solid Waste Enterprise Fund Retained Earnings to the Fiscal Year 2015 Solid Waste Enterprise Operating Budget, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 8: (Appropriation: FY15 Water Enterprise)

To see if the Town will vote to transfer a sum of money from Water Enterprise Fund Retained Earnings to the Fiscal Year 2015 Water Enterprise Operating Budget, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 9: (Repurpose Monetary Article: McGovern Generator)

To see if the Town will vote to transfer the sum of \$40,150, the unexpended balance of funds authorized by vote for the replacement of the generator at the Burke School under Article 3 of the May 2012 Annual Town Meeting, to the \$20,758.11 balance of Article 8 of the May 2013 Annual Town Meeting, which authorized funds to replace the McGovern School generator, for the purpose of completing the replacement of the generator; said appropriation to be expended by June 30, 2016, with unexpended funds as of June 30, 2016 being returned to the General Fund, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 10: (Repurpose Funds: Thayer Homestead Improvements)

To see if the Town will vote to transfer the sum of \$X, the unexpended balance of the Thayer property rehabilitation and construction project authorized by vote of the November 13, 2012 Fall Town Meeting, to make repairs and improvements the Thayer property, including the house, sympathetic addition, barn and grounds, or to act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

ARTICLE 11: (Prior Year Bills)

To see if the Town will vote to transfer from the Council on Aging's Fiscal Year 2015 electricity account the sum of \$1,687.56 for the purpose of paying unpaid bills of prior years of the Town, or act in any manner relating thereto.

BOARD OF SELECTMEN

BOARD OF SELECTMEN RECOMMENDATION:

FINANCE COMMITTEE RECOMMENDATION:

And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least FOURTEEN (14) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 15th day of April 2015.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

Dennis Crowley, Chairman

John Foresto, Vice Chairman

Richard D'Innocenzo, Clerk

Glenn Trindade, Member

Maryjane White, Member

ATTEST: _____
Paul Trufant, Constable

AGENDA

ITEM #8

Approval – One-Day Alcohol License

a. Medway High School Lacrosse Boosters

Associated back up materials attached.

- Respective application and Police Chief's recommendations

Proposed motion: I move that the Board grant a one-day alcohol license to the Medway High School Lacrosse Boosters for their event at the Thayer Homestead, each conditioned upon fulfillment of the Police Chief's recommendations.

Board of Selectmen

Dennis P. Crowley, Chair
John A. Foresto, Vice-Chair
Richard A. D'Innocenzo, Clerk
Glenn D. Trindade
Maryjane White



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

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

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 Wine Tasting Fundraiser

Name of Organization/Applicant Medway HS Lacrosse Boosters

Address _____

SS# or FID# _____

Phone () _____ Fax () _____ Email _____

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 3/28/15

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

Is event open to the general public? Y N

Estimated attendance 100

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

How, where and by whom will ID's be checked? Only Parents Attending

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

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

Provisions for Security, Detail Officer _____

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

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

Date of Application 3/1/15

Applicant's Signature Caroline Ferns

Applicant's Name Caroline Ferns

Address 27 Cedar Farm Rd

Phone (508) 533-8729 Fax () _____ Email carolineferns@verizon.net

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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2015

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 Murphy Hickey Insurance Agency 133 Milford Street Medway, MA 02053	CONTACT NAME: PHONE (A/C, No, Ext): 508-422-9277 FAX (A/C, No): 508-422-9914 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Catering By Daniel DBA Daniel Benabou 1 Stoney Ridge Rd Medway, MA 02053 <i>JOB. 533.1477</i>	INSURER A: Mount Vernon Insurance Co.	
	INSURER B: Illinois Union Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CL2669973	11/14/2014	11/14/2015	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B	Liquor Liability		LQRG2771853A001	11/14/2014	11/14/2015	Liquor Liability	1,000,000 2,000,000

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

CERTIFICATE HOLDER Caroline Ferns 27 Cedar Farm Rd Medway, MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Dennis J. Murphy</i>



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

March 4, 2015

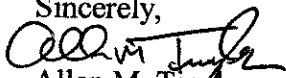
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Wine Tasting Fundraiser

I have reviewed the request from Caroline Ferns on behalf of the Medway HS Lacrosse Boosters Club for a one day liquor license for a wine tasting fundraiser, to be held at the Thayer House, 2B Oak Street, on March 28, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine is to be purchased in 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

AGENDA

ITEM #9

Action Items from Previous Meetings

Associated back up materials attached.

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	T. Holder/M. Boynton	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewal process (commences 36 mos. ahead of license exp.); Mtg of Cable Advisory Com	BOS	Verizon notice received; Adv Com to meet in spring 2015
5	7/22/2014	Net-metering Agreement	J.Foresto/S.Mercande	Ongoing
6	7/28/2014	Policy - Responsibility for implementation School construction projects	BOS	October
7	7/28/2014	Zoning Bylaw recodification	SAC/Judi Barrett	Annual Town Meeting
8	7/28/2014	DPS Facility Study	G. Trindade	Ongoing
10	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Annual Town Meeting
11	2/24/2015	Thayer House project close out	Thayer Bldg Com	In Process
12	2/24/2015	\$1.1 mil environmental bond bill; Allocate funds to have design and engineering of project at Choate	TA/BOS	Fall Town Meeting
13	2/28/2015	Database of searchable minutes	TA/IS	
14	2/28/2015	Police Dept real time access to School surveillance system; ID recording maintenance responsibilities	TA/Supt. of Schools	
15	2/28/2015	Recommendation for proposed ALS program for EMS	TA/Fire Chief	
16	2/28/2015	Detailed water/sewer rate analysis by rate class; five-year projection	TA/DPS	

AGENDA

ITEM #10

Approval of Warrants

Warrants to be provided at meeting.

AGENDA ITEM #11

Approval of Minutes

Associated back up materials attached.

- September 22, 2014 Draft Minutes
- December 2, 2014 Draft Minutes
- January 20, 2015 Draft Minutes

1 **Board of Selectmen's Meeting**
2 **September 22, 2014 – 6:45 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5
6

7 **Present: Dennis Crowley, Chair; John Foresto, Vice Chair; Richard D'Innocenzo, Clerk (6:53); Glenn**
8 **Trindade (6:47), Maryjane White.**
9

10 Staff Present: Michael Boynton, Town Administrator; Tom Holder, Director, Department of Public
11 Services; Susy Affleck-Childs, Planning and Economic Development Coordinator; Carol Pratt, Town
12 Accountant; Police Chief Allen Tingley; Fire Chief Jeff Lynch; Melanie Phillips, Finance Director; Robert
13 Weiss, Energy Manager.
14

15 *****
16

17 At 6:45 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.
18

19 **At 6:46 PM Chairman Crowley declared that a public discussion of the Mayer property may have a**
20 **detrimental effect on the negotiating position of the Town and therefore requested a motion to go**
21 **into executive session under Exemption 6 and to return to public session after executive session is**
22 **concluded. The motion was made by Selectman Foresto and seconded by Selectman White. The**
23 **Board voted by roll call -- 3-0-0: Crowley, aye; Foresto, aye; White, aye.**
24

25 *****
26

27 At 7:00 PM Chairman Crowley reconvened public session.
28

29 **Public Comments:** At this time, Selectman Foresto reported that former Selectman Joe Hoban had
30 passed away and expressed condolences to the family.
31

32 **Public Hearing – Laying out Azalea Drive as a Public Way:**

33 *The Board reviewed the following information: (1) Public Hearing Notice, dated August 25, 2014; (2)*
34 *Memorandum, dated September 17, 2014, from Susy Affleck-Childs, Planning Coordinator; and (3)*
35 *Associated maps, dated 5/13/14, prepared by Precision Land Surveying, Inc.*
36

37 **At 7:02 PM Selectman Trindade moved that the Board open a public hearing on the matter of Laying**
38 **out Azalea Drive as a Public Way; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**
39

40 Present: Susy Affleck-Childs, Planning Coordinator; Tom Holder, DPS Director.
41

42 Ms. Affleck-Childs stated the purpose of this hearing was so that the Board could formally lay out Azalea
43 Drive as a public way. She briefly reviewed the documents in the meeting packet, her memo, the
44 roadway layout, and the notice to abutters, adding that bond funds are available having been released
45 by TD Bank North. She noted that this is a required step in the street acceptance process. An article has
46 been submitted for Fall Town Meeting to accept the street.
47

48 Chairman Crowley asked for public input or questions from those assembled. There were none.

1
2 Responding to a question from Selectman White, Ms. Affleck-Childs stated the Town will have to
3 complete the remaining work which was developed by Tetra Tech and DPW engineers. The work will
4 pretty much be covered by the available funds.

5
6 For the benefit of viewers, Selectman Trindade stated this development was completed in the 1980s
7 except for the acceptance of the road, as the developer went bankrupt. Property owners have been
8 paying real estate taxes. The road will need some repairs, and now the repairs can be made once the
9 street is accepted. Over the years, the Town has been plowing the road even though it has no
10 responsibility to do so. Brief discussion followed on the potential for costs exceeding funds.

11
12 **At 7:06 PM Selectman Trindade moved that the Board close the public hearing; Selectman**
13 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

14
15 Chairman Crowley asked what the Board is committing itself to if it votes to lay out the street. Ms.
16 Affleck-Childs responded that the matter then goes to Fall Town Meeting as a Warrant Article.
17 Discussion followed. He expressed concern for having sufficient funds for the work and suggested
18 conditioning the vote on the dollar amount. The estimated cost to complete is \$66,062. The bond
19 seizure is about \$10K less. Ms. Affleck-Childs noted that a 25% contingency factor is built into the
20 estimate.

21
22 **Chairman Crowley moved that the Board formally lay out Azalea Drive as a Public Way with a cost to**
23 **complete not to exceed \$56,000; Selectman Trindade seconded. Mr. Holder stated the punch list is**
24 **laid out and agreed that a cap on the funds was a good idea. Some of the proposed work is already**
25 **included in work that is under contract with other projects. Selectman Foresto requested a complete**
26 **cost break down from DPS on work completed under general contract. Ms. Affleck-Childs added that**
27 **the plan preparation cost is about \$10,000, leaving approximately \$45,000 left for the actual work.**
28 **No further discussion. VOTE: 5-0-0.**

29
30 **Vote – Intent to Lay Out Morningside Drive as a Public Way:**

31 *The Board reviewed the following information: (1) Memorandum, dated September 17, 2014, from Susy*
32 *Affleck-Childs, Planning Coordinator; and (2) Road Acceptance Plan, dated September 2, 2014, prepared*
33 *by Outback Engineering, Inc.*

34
35 Present: Susy Affleck-Childs, Planning Coordinator; Tom Holder, DPS Director.

36
37 Ms. Affleck-Childs stated that this is the first step in the street acceptance process, a statement of intent
38 to initiate the roadway process. If it moves forward, the public hearing could be held mid-October.
39 There is \$43K bond money available. She briefly described working with the developer. Brief discussion
40 followed. Chairman Crowley asked for an update on the number of roadways remaining on the list for
41 street acceptance; Ms. Affleck-Childs responded that there were 10-12. Town Administrator Boynton
42 suggested consideration might be given to alter the Town’s process to ensure, going forward, that street
43 acceptances are held until the roadway under consideration goes through one full winter cycle.

44
45 **Selectman Trindade moved that the Board of Selectmen express its intent to lay out as a public way**
46 **Morningside Drive in its entirety from Station 0+00 beginning at its intersection with Holliston Street**
47 **to its end at Station 5+27.55, as shown on the Roadway Acceptance Plan for Morningside Drive in**
48 **Medway, MA dated 9/2/14, prepared by Outback Engineering of Middleborough, MA and to refer this**

1 matter to the Planning and Economic Development Board for a report and recommendation;
2 Selectman Foresto seconded. No discussion. VOTE: 5-0-0.

3
4 **Update – Governor’s Appointment to Redevelopment Authority:**

5 *The Board reviewed a letter to Governor Deval Patrick from the Medway Board of Selectmen, dated*
6 *September 15, 2014.*

7
8 Chairman Crowley asked the Town Administrator if there had been any feedback to the Board’s letter.
9 Mr. Boynton responded there had not, and there had not been an acknowledgement of the letter being
10 received. Chairman Crowley suggested the Board file a Freedom of Information Act records request, if
11 the Town does not hear anything soon. Discussion followed. It was suggested that, if the Board hears
12 nothing by September 30, the Board direct the Town Administrator to compose a letter requesting
13 documentation, and the Board will sign off on it.

14
15 **Introduction – Shared Energy Manager – Robert Weiss:**

16 *There was no background material.*

17
18 At this time, Mr. Boynton introduced Mr. Robert Weiss, the Town’s new Energy Manager, who will be
19 shared with the Town of Millis. It was noted that 50% of the salary is paid by the Commonwealth of
20 Massachusetts. Selectman Trindade pointed out that the hiring of Mr. Weiss was another step in the
21 Town’s Green Communities efforts to save energy.

22
23 Mr. Weiss thanked the Board for the opportunity. He stated he already has a couple of grant
24 opportunities in process and briefly described them. Brief discussion followed. Mr. Weiss explained
25 that he started his career as a city planner in Newton, built community organizations around
26 sustainability and environmental issues, directed solar retrofit projects, and also managed real estate
27 projects for Energy Star homes and office space. Brief discussion followed on tracking projects, both
28 those that are completed and those that are anticipated. Chairman Crowley, although acknowledging
29 some benefits would not be measured in dollars, requested a “measurable” report to justify paying for
30 this position at the conclusion of the two-year grant cycle. Selectman Foresto noted that Dave D’Amico
31 had completed a substantial amount of work in setting up the energy baseline information.

32
33 **Discussion – Other Post-Employment Benefits – The USI Consulting Group:**

34
35 *The Board reviewed the following information: (1) Correspondence to Town Accountant Carol Pratt from*
36 *USI Vice President and Actuary Robert Webb dated July 31, 2014; and (2) Document entitled “Other*
37 *Postemployment Benefits GASB 45 Actuarial Valuation as of July 1, 2014 for: Town of Medway”*
38 *prepared by The USI Consulting Group.*

39
40 Present: Carol Pratt, Town Accountant; Robert Webb, USI Consulting Group.

41
42 Ms. Pratt stated USI won the competitive bid to do the OPEB analysis. It is a requirement to do a survey
43 every other year.

44
45 Mr. Webb briefly highlighted some components of the report, which projects payouts for all those
46 employed by the Town as of 7/31/13. Basically, the expected cash flow is determined, followed by a
47 plan to generate funds to replace those funds in the account as the benefits are being paid out. He
48 clarified that “pay as you go” is the Town paying benefits as they are due [currently \$1.8M needed for

1 annual payouts]. Ideally, every community should have an account on deposit earning interest so that it
2 is continually growing while some funds are paid out annually. The Town is beginning to put funds into a
3 trust to help build up an account from which to pull those benefit costs in the future. Current liability
4 totals \$41,000,000. Selectman Foresto clarified for residents that OPEB covers "health" benefits in
5 retirement; employees themselves pay into "pension" fund. Discussion followed.
6

7 Mr. Boynton confirmed that the pension plans for new employees are part of the Norfolk Retirement
8 System, and noted that 401K programs are not available for employees at this time nor are they
9 available in proposed pension reform measures. He cautioned that the bond rating of a community
10 could be adversely affected if it does not begin to address OPEB funding resulting in increased expense
11 for borrowing and future liability growing exponentially. Chairman Crowley responded that this is more
12 a matter of where the money will come from. Selectman Trindade pointed out that the Town is also
13 dealing with the Department of Environmental Protection requiring certain actions at a cost of \$25
14 million or more. Ms. Tina Wright reported that appropriate attention had not been given to this issue
15 and now that inaction will come at a cost. Chairman Crowley theorized that the only way to fund this is
16 to cut departmental and school budgets.
17

18 Chairman Crowley asked Mr. Boynton to work with his management team to identify for the Board what
19 they feel is a reasonable way to fund this.
20

21 **Approval – Community Innovation Challenge Grant – Resource Guide on Septic System, Community**
22 **Water Supply and private Well Development for Mixed-Income, Multi-Unit and Single-Family Home**
23 **Development:**

24 *The Board reviewed the following information: (1) August 19, 2014 memo outlining proposed*
25 *Community Innovation Challenge Grant application; and (2) FY15 Community Innovation Challenge*
26 *Grant Application.*
27

28 Present: Doug Havens.
29

30 Mr. Havens reported that the Town will be co-authoring a grant with the Town of Carlisle. The funds will
31 be used for three consulting sessions. The Town of Carlisle will actually be submitting the grant
32 application; there is no need for Town funds.
33

34 **Selectman Trindade moved that the Board approve the FY15 Community Innovation Challenge Grant,**
35 **as presented, and, further, authorize the Town Manager to sign on behalf of the Board and Town;**
36 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**
37

38 **Status Report – Zoning Bylaw Recodification:**

39 *There was no background material.*
40

41 Present: Andy Rodenhiser, Chair, Planning and Economic Development Board.
42

43 Mr. Rodenhiser reported the Planning Board has been working with Judi Barrett for recodification of the
44 Zoning Bylaw, expressing concern that the timeframe in which to submit a Warrant Article to the
45 Selectmen for the Fall Town Meeting may be very tight, given the rate of progress. Chairman Crowley
46 asked if there were a section or two that could be pulled out to move forward to Fall Town Meeting.
47 Mr. Rodenhiser responded that they need to have time to have Town Counsel weigh in before moving
48 forward. Discussion followed. He noted that it is important to stay within the limitations of the scope of

1 work for which the expenditure was authorized, and the concern is to avoid making changes just to
2 make the changes, but rather have a more thoughtful approach. The preference would be to put it all
3 together and bring it forward at the 2015 Annual Town Meeting. Mr. Rodenhiser clarified that the work
4 will be done well before the Annual Town Meeting.

5
6 Chairman Crowley asked if developers interested in projects should wait. Mr. Rodenhiser responded
7 they should move forward in order to get those projects up and running. It will bring revenue to the
8 Town that would otherwise have to wait several months or a couple of years.

9
10 For the benefit of viewers, Selectman Trindade explained that the update is quite complicated due to
11 the number of definitions. There are currently sections that reference airports, for example. Much of
12 the work involves reorganization of the categories and formatting.

13
14 Chairman Crowley stated he would like someone from the Planning Board to come to the October 6
15 Selectmen's meeting to speak to changes proposed in warrant articles.

16
17 **Authorization of Chairman to Execute Third Amendment to Contract for Owner Project Manager**
18 **Services – Architectural Consulting Group, \$687:**

19 *The Board reviewed a document entitled "Third Amendment between the Town of Medway and*
20 *Architectural Consulting Group", dated June 20, 2014.*

21
22 **Selectman Trindade moved that the Board authorize the Chair to execute the Third Amendment to**
23 **the Contract with Architectural Consulting Group for owner project manager services for an amount**
24 **of \$687; Selectman Foresto seconded. No discussion. VOTE: 4-1-0 – Crowley opposed. Chairman**
25 **Crowley stated he opposed the motion because he has yet to see an update on how this project is**
26 **progressing, and how previous change orders have added to the cost of the project. He noted that he**
27 **will continue to vote against any change order that comes forward for any project that is not**
28 **adequately documented.**

29
30 **Approval – One-Day Liquor License – Taste of Medway, October 4, 2014:**

31 *The Board reviewed the following information: (1) Application for Special One-Day Liquor License –*
32 *Medway 300 – Taste of Medway event; and (2) Memorandum, dated September 12, 2014, from Police*
33 *Chief Tingley.*

34
35 **Selectman Trindade moved that the Board approval a Special One-Day Liquor license for the Taste of**
36 **Medway event scheduled for October 4, 2014 with the proviso that all conditions set forth in Chief**
37 **Tingley's memorandum of September 12, 2014 are met; Selectman D'Innocenzo seconded. No**
38 **discussion. VOTE: 5-0-0.**

39
40 **Approval – One Day Liquor License – Lisa Hsieh/Mia's Militia, October 17, 2014:**

41 *The Board reviewed the following information: (1) Application for Special One-Day Liquor License – Lisa*
42 *Hsieh – Mia's Militia Fundraiser, along with associated documentation; and (2) Memorandum, dated*
43 *September 17, 2014, from Police Chief Tingley.*

44
45 **Selectman Trindade moved that the Board approve a Special One-Day Liquor license for the Lisa**
46 **Hsieh/Mia's Militia event scheduled for October 17, 2014 with the proviso that all conditions set forth**
17 **in Chief Tingley's memorandum of September 17, 2014 are met; Selectman Foresto seconded. No**

1 discussion. VOTE: 5-0-0. Selectman Foresto reported that this is a group raising funds for diabetes
2 research and this is a major fundraising event.

3
4 Chief Tingley reported that the standard police detail is comprised of two officers. People typically
5 come and go throughout the event, utilizing the parking lots and area back roads.

6
7 **Approval – Public Event Application, Revelation Family Enrichment Center, October 25, 2014:**

8 *The Board reviewed the following information: (1) Public Event Application from R.I.S.E. Outlet;*
9 *(2) Correspondence, dated September 12, 2014, from Tyechia James of Revelation Family Enrichment*
10 *Center; (3) Landlord approval letter dated October 18, 2014 [sic]; and (4) Memorandum from Police Chief*
11 *Tingley dated September 18, 2014.*

12
13 **Selectman Trindade moved that the Board approve the Public Events Application for Revelation**
14 **Family Enrichment Center’s proposed October Festival scheduled for October 25, 2014 with the**
15 **proviso that any conditions which might be placed by Police Chief Tingley and/or Fire Chief Lynch be**
16 **met; Selectman Foresto seconded. Ms. Kisty reported that the insurance certificate is still outstanding**
17 **and she will withhold the approval document until their proof of liability insurance is received. No**
18 **further discussion. VOTE: 5-0-0.**

19
20 **Appointments – Medway Cable Advisory Committee – Richard Boucher, John Foresto, Robert O’Neill,**
21 **Glenn Trindade and Shelley Wieler:**

22 *There were no background materials.*

23
24 **Selectman Trindade moved that the Board appoint Richard Boucher, John Foresto, Robert O’Neill, Glenn**
25 **Trindade and Shelley Wieler to the Medway Cable Advisory Committee for one-year terms to expire on**
26 **June 30, 2015; Selectman Foresto seconded. Responding to a question from the Board on why the term**
27 **was a single year, Ms. Kisty responded she merely followed the model set by previous appointments.**
28 **Selectman Trindade amended his motion to reflect three-year terms to expire on June 30, 2017; the**
29 **amended motion was seconded by Selectman Foresto. There was no further discussion. VOTE: 5-0-0.**

30
31 **Discussion/Vote – Support for HB 1840 Seniors and Retired Volunteers Act of 2013:**

32 *The Board reviewed the following information: (1) Memorandum, dated August 28, 2014, from Dick*
33 *Skinner, resident of Mendon, MA; (2) Copy of Correspondence from Mendon Board of Selectmen to*
34 *Congressman James McGovern dated July 9, 2014; and (3) Copy of H.R. 1840: To amend the Internal*
35 *Revenue Code of 1986 to exclude from income and employment taxes real property tax abatements for*
36 *seniors and disabled individuals in exchange for services.*

37
38 **Mr. Boynton reported this was a request from a resident which can be handled as a recommendation to**
39 **Congressman McGovern and later to Senator Kennedy. At this time, the people participating in Senior**
40 **Work-off program have to pay income tax for the amount of their benefit. Currently, the state does not**
41 **consider it as income but the federal government does. Brief discussion followed.**

42
43 **Selectman Trindade moved that the Board express support for HB 1840: Seniors and Retired**
44 **Volunteers Act of 2013, as discussed; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

45
46 **Discussion/Closing of 2014 Fall Town Meeting Warrant:**

47 *The Board reviewed the following information: (1) 2014 Fall Town Meeting Calendar; and (2) Proposed*
48 *2014 Fall Town Meeting Warrant (draft).*

1
2 The Board was not prepared to review Warrant Articles tonight; Chairman Crowley suggested review be
3 handled on October 6 or a special meeting for that purpose. After discussion, it was decided to tether
4 the discussion to the strategic visioning meeting scheduled for Monday, September 29. This meeting
5 will be held at 6:30 PM at the Thayer Homestead.

6
7 At this time, Selectman Trindade left the meeting.

8
9 **Action Items from Previous Meeting:**

10 *The Board reviewed the Action Items list.*

11
12 Unaccounted for Water will be covered in the Town Administrator's report. It was announced that the
13 DPS Facility Committee will be meeting on Thursday night.

14
15 **Approval of Warrants:**

16 *The Board reviewed Warrant 15-13.*

17
18 Selectman D'Innocenzo, Clerk, read aloud Warrant 15-13, dated 9/25/14, presented for approval:

19
20 School Bills \$ 202,767.02
21 Town Payroll \$ 291,029.59
22 School Payroll \$ 791,864.06
23 TOTAL \$1,285,660.67

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

27
28 **Approval of Minutes:**

29 *The Board reviewed draft meeting minutes from April 7, 2014; June 2, 2014; and August 11, 2014.*

30
31 **Selectman Foresto moved that the Board approve the public session minutes of April 7, 2014, as**
32 **amended; Selectmen D'Innocenzo seconded. No further discussion. VOTE: 4-0-0.**

33
34 **Selectman Foresto moved that the Board approve the public session minutes of June 2, 2014, as**
35 **presented; Selectmen D'Innocenzo seconded. No discussion. VOTE: 4-0-0.**

36
37 **Selectman Foresto moved that the Board approve the public session minutes of August 11, 2014, as**
38 **amended; Selectman D'Innocenzo seconded. No further discussion. VOTE: 4-0-0.**

39
40 **Town Administrator's Report:**

41 Mr. Boynton reported that leak detection continued evenings and overnight this week. He attended a
42 meeting of the Water and Sewer Commissioners earlier tonight. Discussion followed.

43
44 Regarding the position of Building Commissioner, a conditional offer has been extended, but he cannot
45 reveal the individual's name. He thanked the search committee who provided him with two excellent
46 candidates. He is awaiting results of both the background check and physical examination. If all goes
47 well, Mr. Boynton anticipates an October 27 start date. John Emidy, retiring Building Commissioner, will
48 stay on to overlap a short period of time with the new person.

1
2 Mr. Boynton continued with brief reports on Community Development, staffing analyses by individual
3 department heads, general observations and updates. He distributed a list of items that will be included
4 in the upcoming strategic planning session.

5
6 **Selectmen's Reports:**

7 Selectman White reported that costs for inspecting the handicap lift at the VFW have increased
8 significantly. What used to be \$1,000 every four years has morphed into \$1,000 every year. The state is
9 assessing the VFW a fine of \$5,000 for missing the deadline to have the inspection performed. She met
10 with Representative Roy who will contact someone at the state to look into it.

11
12 Chairman Crowley stated he has received a lot of nice comments about the new athletic fields. He also
13 asked that the topic of signage at the schools be included for discussion at the Leadership Meeting.

14
15 Selectmen Foresto had no formal report, but reminded residents that the Third Annual Town-Wide Yard
16 Sale is the annual fundraising event for the annual Christmas parade.

17
18 Referring to Tri-Valley Commons, it was announced that the Town would like to fund a traffic study, and
19 the cost will be reimbursed by the developer. Brief discussion followed.

20
21
22
23 **At 9:03 PM Selectmen Foresto moved to adjourn; Selectman D'Innocenzo seconded. No discussion.**
24 **VOTE: 4-0-0.**

25
26
27 Respectfully submitted,
28 Jeanette Galliardt
29 Night Board Secretary

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MEDWAY BOARD OF SELECTMEN

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

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

Board of Selectmen's Meeting Minutes

December 2, 2014 at 7:00 p.m.

Sanford Hall, 155 Village Street

Present: Chairman Dennis Crowley; Selectmen John Foresto, Rick D'Innocenzo, Mary Jane White, and Glenn Trindade; Town Administrator Michael Boynton; Town Accountant Carol Pratt; and Finance Director Melanie Phillips.

At 7:00 p.m. Chairman Crowley called the meeting to order and led in the Pledge of Allegiance.

Public Comments: None

Introduction of the New Director of Economic Development:

Town Administrator Boynton introduced Stephanie Mercandetti, the new Director of Economic Development. Ms. Mercandetti said her previous role in the Town of Walpole was very similar. In Walpole, she worked with local businesses and developers, as well as commercial brokers and lenders to promote the town and attract new business. This is a new position for the Town of Medway. Ms. Mercandetti will oversee Planning and Economic Development, Conservation, and Energy and will work with the Community Preservation Committee, Redevelopment Authority and Design Review Committee. She said she had met with the Executive Board of the Medway Business Council the night prior.

In addition, Administrator Boynton announced that the John Emidy and Rob Hubbard both passed away suddenly last week. The Board observed a moment of silence in their honor and extended their deepest condolences to their families.

2015 License Renewals:

Operations Manager Karen Kisty reported that Bruce Bartolini d/b/a Bartolini Motor Sales and Tim Marshall do not want to renew their licenses. She said she is still collecting renewal documents but expects all to be submitted in the very near future. She asked the Board to approve the license renewals with the proviso that they will not be distributed until all paperwork and payments are received. Chairman Crowley asked Ms. Kisty to provide the Board with a year-end update on this matter.

Selectman Trindade moved that the Board approve the 2015 license renewals as presented with exception of Tim Marshall and Bruce Bartolini with the proviso that payment in full and all required documentation is received in proper order before individual licenses are distributed; Selectman Foresto second; No discussion; All ayes 5-0-0.

1
2 **Public Hearing:**

3 The Public Hearing regarding the utility pole relocations on Winthrop Street was
4 rescheduled to December 15, 2014 at 7:30 p.m. The Public Hearing will need to be
5 reposted and the abutters again notified via certified mail as the location of one pole has
6 been changed and the second pole originally proposed for relocation will not be
7 necessary. Administrator Boynton said the Town is going to bill the petitioner for the
8 costs associated with posting the hearing and notifying the abutters as the delay was due
9 to its mistake.

10
11 **One-Day Alcohol License – Matthew & Nadine Bullock - Thayer Homestead:**

12 **Selectman Foresto moved that the Board approve a One-Day Alcohol License for**
13 **Matthew & Nadine Bullock for an event scheduled at the Thayer Homestead on**
14 **January 31, 2015 with the proviso that all requirements outlined in Police Chief**
15 **Tingley’s approval letter are met and that the proper Certificate of Insurance is**
16 **received; Selectman Trindade second; No discussion; All ayes 5-0-0.**

17
18 Chairman Crowley asked Administrator Boynton to provide him with the Town’s
19 insurance requirements related to alcohol licensing. He said some insurance companies
20 are reluctant to name the Town of Medway as an insured.

21
22 **Approval – Annual Charity Christmas Tree Sale – Medway Lions Club:**

23 **Selectman Trindade moved that the Board approve the request of the Medway**
24 **Lions Club to conduct its annual charity Christmas tree sale at the Medway**
25 **Shopping Plaza as outlined; Selectman Foresto second; No discussion; 4-0-1**
26 **(Chairman Crowley abstained).**

27
28 **FY2016 Budget Policy:**

29 Administrator Boynton recognized Finance Director Melanie Phillips and Town
30 Accountant Carol Pratt for their work on the FY16 Budget Policy. He said that this is a
31 new process for him but it is consistent with what has been done in the past. He
32 reiterated that the figures are based on best assumptions available to the Finance Team at
33 this point. Chairman Crowley said he met with Town Accountant Carol Pratt and
34 Finance Director Melanie Phillips and they made some modifications. He said he is
35 confident that this is the best option at this point. The Board is required by the Charter to
36 adopt its Budget Policy in November.

37
38 Administrator Boynton said the FY16 Budget Policy is based on very conservative
39 revenue assumptions. He said there are significant challenges at the State level and cuts
40 have been announced that will affect Medway. The Group Insurance Commission (GIC)
41 has a \$100 million shortfall and it is possible that non-participating communities like
42 Medway may receive a surcharge to help offset the costs.

43
44 **Selectman Foresto moved that the Board accept the FY16 Budget Policy as**
45 **presented; Selectman Trindade second; Discussion included the increase in health**
46 **insurance due to a rate increase and headcount increase, local aid remaining flat,**

1 **and the reduction in Free Cash in future years and the impact it will have on the**
2 **Town; All ayes 5-0-0.**
3

4 Administrator Boynton said that each department's budget is due by January 7, 2015.
5 They will be reviewed internally and then recommendations will be made to the Board of
6 Selectmen and Finance Committee. Administrator Boynton said he would forward the
7 FY16 Budget Policy to the Finance Committee, Superintendent Evans, and Director of
8 Finance and Operations Don Aicardi.
9

10 **Local Meals Tax:**

11 The Board needs to add an article to the May 2015 Annual Town Meeting warrant if they
12 would like to implement a local meals tax. The revenue that would be generated is
13 estimated at \$148k. Administrator Boynton reported that most neighboring communities
14 have already implemented the local meals tax with the exception of Milford and
15 Holliston. Selectman Foresto requested confirmation that this additional revenue can be
16 excluded from the established split between Town and Schools. The Board discussed
17 possibly using the revenue to fund the Other Post Employment Benefit (OPEB) Trust or
18 roadway repairs. The Board will discuss this matter further in January. Chris Lagan said
19 the Finance Committee will add this item to its next agenda. The Board asked
20 Administrator Boynton to draft an article relative to the local meals tax for the next Town
21 Meeting warrant.
22

23 **Action items:**

- 24 • Two areas have been identified as potential sources of the unaccounted for water.
25 One is a possible broken pipe at Lovering Street and Memory Lane. The other is
26 a possible leak in the pipe that goes to the Charles River District Pollution Control
27 plant. Administrator Boynton said they are hoping to dig the area near the plant
28 tomorrow. They also plan to take additional readings at the water tanks.
29 Administrator Boynton said he will keep the Board updated.
- 30 • Selectman Crowley requested confirmation that the Zoning Bylaw reclassification
31 is on track.
- 32 • The DPS Facility Committee is exploring the option of a design-build project
33 which would save both time and Owner Project Manager (OPM) costs. The cost
34 of the project would need to be under \$5 million. Selectman Trindade suggested
35 the project might be completed in two phases in order to stay below the \$5 million
36 threshold; however, Selectman Foresto cautioned citing concerns about Planning
37 and Economic Development Board approvals and legal requirements.
38 Administrator Boynton will follow-up with Town Counsel on the design-build
39 rules and regulations. The committee has also discussed doing a major renovation
40 to the existing building. Administrator Boynton will send the Board information
41 on the test borings which will provide engineering data on whether or not the
42 current building is sinking. He would also like to invite Tri-Valley to an
43 upcoming meeting.
- 44 • Chairman Crowley reported that he spoke with Superintendent Evans and the cost
45 of the McGovern window replacement project is about \$800K. This does not
46 include design. They plan to move ahead for the January MSBA meeting. Town

1 Administrator Boynton indicated that a Special Town Meeting may be necessary
2 to approve the appropriation for the project in order to meet both State deadlines
3 as well as to ensure the project is completed before the start of school in the fall.
4

5 **Warrant:**

6 #15-23S	12/4/2014
7	
8 School Bills	\$381,140.72
9 Town Payroll	\$272,891.75
10 School Payroll	\$1,015,415.38
11 Total	\$1,669,447.85

12
13 **Selectman Trindade moved that the Board approve the warrant as read; Selectman**
14 **White second; No discussion; All ayes 5-0-0.**
15

16 **Town Administrator's Report:**

- 17 • Administrator Boynton said the annual Christmas Parade was spectacular and
18 thanked everyone for their hard work.
- 19 • Administrator Boynton provided the Board with an update on the turf field
20 projects. He reviewed the projects' change order logs and updated budget figures
21 with the Board. He reported that the structures are complete but some elements
22 will not be finished until the spring. Administrator Boynton will follow-up with
23 the contractor on when the fields need to be ready in the spring so that there isn't
24 a conflict.
- 25 • Administrator Boynton recognized Lieutenant Brian Tracy and David
26 Leavenworth for their work saving a resident this morning.
- 27 • There was a water main break on Ellis Street near Holliston. In addition, a main
28 sewer line on Main Street near Cottage backed up; Selectman Trindade referenced
29 past issue with back-up on Cottage. Medway does not have the equipment to
30 maintain the sewer system, so the Town either needs to purchase the equipment or
31 increase the sewer maintenance budget for use of outside contractors.
- 32 • Town Counsel has approved the Wheelabrator contract, and it will be on the next
33 agenda.
- 34 • Going forward, Administrator Boynton plans to trade-in older vehicles instead of
35 sending them to auction.
- 36 • Building permits have increased. The Town is \$35k ahead of where it was last
37 year at this time.

38
39 **Selectmen's Reports:**

40 Selectman Foresto

- 41 • Library Director Margaret Perkins was very happy about the additional funding
42 the Library received. The Medway Board of Library Trustees is meeting tonight
43 and discussing how the funds should be used.
- 44 • The Energy Committee is short two members and has interviewed two candidates
45 who, most likely, will be submitted to the Board for appointment approval.
46

1 Selectman Trindade

- 2 • The Turkey Trot was a huge success with about 1,200 runners.
- 3 • The fields for the football game were able to be cleared because they are artificial
- 4 turf.

5
6 Chairman Crowley

- 7 • The Executive Office of Housing and Development is holding a meeting on
- 8 December 18 at 10:30 a.m. to discuss affordable housing. The Board of
- 9 Selectmen is invited. Administrator Boynton will notify the Chairman of the
- 10 Affordable Housing Trust. He invited Stephanie Mercandetti and Susy Affleck-
- 11 Childs.
- 12 • Chairman Crowley asked Administrator Boynton to make sure residents on Ellis
- 13 Street are aware of the sidewalk project. DPS Director Holder will review with
- 14 Stephanie Mercandetti and Planning Coordinator Susy Affleck-Childs to ensure
- 15 that approved site plan is followed.
- 16 • Chairman Crowley requested EMS revenue reports.

17
18 **At 8:02 p.m., Selectman Trindade moved to adjourn; Selectman Foresto second; No**
19 **discussion; All ayes 5-0-0.**

20
21
22 Respectfully submitted,
23 Michelle Reed

Tuesday, January 20, 2015
Board of Selectmen Meeting
155 Village Street
Medway, MA 02053

PRESENT:

Dennis Crowley, Chairman
John Foresto, Vice Chairman
Richard D’Innocenzo, Member
Glenn Trindade, Member
Mary Jane White, Member
Michael Boynton, Town Administrator
Amy Sutherland, Recording Secretary

The Chairman opened the meeting at 7:04 pm and led the Pledge of Allegiance:

The Chairman asked for a moment of silent for the long-time resident David Hoag who recently passed away. He served on many committees in Medway.

Public Comment:

There were no public comments.

Appointment to Board of Assessors – Anne Marie Lynch:

Ms. Lynch was present for the appointment. Ms. Lynch explained that she has lived in Medway 20 years and has recently obtained her Real Estate License.

Selectmen Foresto moved to appoint Ann Marie Lynch to the Board of Assessors to fill a vacancy through a term expiring June 30, 2016, Selectmen Trindade seconded the motion. No Discussion. (5 to 0 vote).

Presentation FY-14 Financial Statements Melanson & Heath:

Frank Byron from Melanson and Heath provided an overview of the FY 2014 Financial Statements. The Financial Statements review began with the Independent Audit Report which indicated that the Town is in full compliance with Governmental Accounting Standards and that there were no audit findings. The Town received a “Clean Opinion”, which is the best that a community can receive. The members then reviewed the Statement of Net Position and the Statement of Activities.

Mr. Byron stated that the Town’s bond rating is favorable at AA+ and that there is a good management team in place. The Bond rating will be reevaluated in two years.

There was a question about implementing the meals tax option to fund the Town’s OPEB liability and if this is not done, how it would affect the Town’s bond rating. Ms. Pratt responded that if the bond rating were to be lowered, the estimated impact would be approximately 75 basis points, which equates to an additional \$650,000 in interest on an \$8 million borrowing. The meal tax item will be discussed further at another meeting.

There was an inquiry as to where in the financials the Community Preservation bond is reflected.

The motor vehicle excise went up by \$400,000 in FY14. The free cash for the year was \$1.5 million. There was a suggestion to submit the Chapter 90 reimbursements earlier. The Board of Selectmen would like to get the Enterprise year end fund balances.

The school's Special Education Program qualified as a Special Audit. Special Audits are done on federal grant programs greater than \$500k. The school spending of Federal funds for the Special Education program will be provided over the next few weeks.

The Town did not receive a management letter and continues to be in a good position for bonding. The staff was commended for their work.

Action Items:

- Review the accounting method for the Ambulance Fund (enterprise v special revenue account).
- Check where the Department of Revenue made adjustments.
- Check where the bond for Community Preservation was committed.
- Book Chapter 90 money expenditures timely.

Funding Recommendation –Fiscal Year 2016 Capital Projects-Capital Improvement

Planning Committee:

The following members of the Capital Improvement Planning Committee were present: Chairman Peter Sigrist, Vice Chairman Michelle Reed and members James Gillingham and Kelly O'Rourke

The Board of Selectmen were provided with a sheet and priority order of possible Capital Improvement projects.

Proposed Capital Items:

Various Road and Sidewalk repairs: Requested \$750,000, Recommended \$500,000.

IT Replacement: Requested \$115,000, Recommended \$85,000.

Generator McGovern School: Requested \$75,000, (check to see if previously allocated)

It was explained that there already is a generator at the McGovern School, but it is not working as well as it should. There was a suggestion to see if this current generator can be refurbished. The service company recommended it be replaced.

Radio Box Fire Alarm System:

The intent would be to replace the current system. Chief Lynch was present and explained that this is would be a binary system and could self-test. The units inside the building would be replaced over a three year period with a total of 90 boxes. The quote provided is from the state contract. The current equipment is from 1999 and is at the end of its life. The new system would allow for 98% coverage throughout town.

Administrator Boynton explained that this could be a public/private partnership which would help alleviate the burden to the Town to convert to the new system.

Replace Police Telephone System: Requested \$25,000, Recommended \$25,000

Replace Police Cruiser Computers Requested \$90,000, Recommended \$45,000

The Department is currently running a version of Windows which is at least 8 to 10 years old. The Department is looking to go with tablets. The quotes will be provided to the Board of Selectmen for review.

Library Carpet Replacement: Requested \$90,000, Recommended \$45,000

There was a quote to replace for the carpet for 90,000, which entailed replacing all carpet. It was recommended to do this in phases and target the more worn sections first.

Solar Powered Traffic Signs: Requested \$13,000, Recommended \$13,000

Town-wide Facility Improvements: Requested \$50,000, Recommended \$25,000

The Selectmen would like follow up with the Senior Center about the purchasing of the industrial dishwasher. Money was put aside for this.

Station Alert System: Requested: \$43,000, Recommended: \$0

Replace Acid Neutralizer Tanks(Schools): Requested \$30,000, Recommended (revisit this number)

It was communicated that the stormwater improvements can be deferred for a year. This will need to be added to the FY17 budget.

Fuel Efficient Vehicle: Requested \$36,000, Recommended: \$36,000

Replace Street Sweeper (sidewalk Tractor) Requested \$183,000, Recommended: \$120,000

Right of Way Maintenance Truck: Requested: \$50,000, Recommended: \$50,000

The options regarding any road work will be discussed further at the February 2, 2015 meeting.

The Board of Selectmen would like to have another meeting to discuss the CIPC items. The next CIPC meeting will be February 4, 2015.

Comments:

It was brought up that on the Friends of Medway Facebook page there were comments made about chlorine in the water being strong. The DPS Director responded that all calls are tracked and followed-up on. He further stated that the Town must maintain a specific chlorine level throughout the entire system to ensure water quality standards are met. The Town submits reports of these levels to the DEP, which keeps track of them. Annually, residents are mailed the consumer confidence report and it details how samples are tested. This is also provided on the website. There was a question if the town could use another option instead of chlorine. The DPS Director responded that 95% of the towns use chlorine. There are other options, but this would cost significantly more.

Playground Concepts for Idylbrook and other playgrounds un town

Selectmen Trindade presented the Board of Selectmen with concepts for improving the Town's playgrounds. He met with the Chairman of the CIPC and that committee will be looking for details. The enhancements recommended for the current playgrounds would bring them up to code. This would cost between \$85,000 - \$100,000, not including Idylbrook. The playground at Idylbrook would be a multiuse playground. This would cost \$200,000. It could be similar to the EMC park at Hopkinton.

Mr. Trindade said he has not met with the Parks Commission, which would be a next step.

The following are noted issues with the current playgrounds:

Oakland Playground:

- Old equipment with broken brackets which will need to be replaced. New law requires 20 ft. clearance between equipment.

School Street:

- No signage. This park is primarily used for infants and toddlers.

Choate Park:

- Restricted by space.

Burke School:

- The Head Start program is there and there is a need for playground equipment. The park bench needs to be fixed.

The Board of Selectmen agreed that this is a great idea, but would like the current issues at the various parks fixed first. It was also recommended to get the Parks Commission involved along with parent groups and volunteers to help assess the type of equipment needed.

Adoption of Order of Taking – Azalea Drive:

- **Selectmen Trindade moved that the Board adopt the order of taking for Azalea Drive and that the Board determines that no person has sustained damage by reason of this taking and makes no award therefore, Selectmen Foresto seconded the motion. (Vote 5 to 0).**
- **Selectmen Trindade moved that the Board authorize the Chairman to sign notices of taking and Offers of Pro Tanto payment following the recording of the Order of Taking at the registry of deeds, Selectmen Foresto seconded the motion. (Vote 5 to 0).**
- **Selectmen Trindade moved that the Board, accept the deed from Apex Builders, Inc., which conveys portions of Azalea Dr. to the Town, Selectmen Foresto seconded the motion. (Vote 5 to 0).**

The members will sign the plans.

Vote – Local Meals Tax:

The Board did not vote on the local meals tax, but would have further discussion on this. It was recommended to put this on the agenda for the next meeting. The Board would like some further feedback from the Finance Committee.

Vote to reopen March 9, 2015 Special Town Meeting Warrant:

- Selectmen Trindade moved that the Board reopen the March 9, 2015 Special Town Meeting warrant, Selectmen White seconded the motion. (Vote 5 to 0).
- Selectmen Trindade moved that the Board place the following articles on the warrant:
 - a) A Home Rule Petition relative to Redevelopment Authority eminent domain acquisitions.
 - b) The transfer of \$30,000 for FY 15 Veterans' Services budget.
 - c) \$25,000 from FY2016 health care appropriation for the Health Care Reimbursement Account.

Selectmen White seconded the motion. (Vote 5 to 0).

- Selectmen Trindade moved that the Board to close the March 2015 Special Town Meeting warrant, Selectmen D'Innocenzo seconded the motion. (Vote 5 to 0).

In regards to Article One, McGovern School, it is anticipated that there will be a hard number included in the motion, but this still needs to go out to bid. The estimate is \$1.3 million.

Vote to open May 11, 2015 Annual Town Meeting Warrant:

- Selectmen Trindade moved that the Board to open the May11, 2015 Annual Town Meeting Warrant, Selectmen White seconded the motion. (Vote 5 to 0).

Approval One-Day Alcohol License Requests:

- Selectmen Trindade moved that the Board approve one-day wine and malt licenses for Donald Ralph and Kate Davis for events at the Thayer Homestead on January 28 and February 22, respectively, conditioned upon the Police Chief's recommendation, Selectmen D'Innocenzo seconded the motion. (Vote 5 to 0).

Banner Policy:

Selectmen Trindade moved that the Board to approve the banner policy as amended, Selectmen D'Innocenzo seconded the motion. (Vote 5 to 0).

There will be a \$60.00 charge to put up and take down the signs.

Warrants:

Selectmen D'Innocenzo presented the warrant 1530.

- Selectmen Trindade moved that the Board accept and sign warrant, Selectmen White seconded the motion. (Vote 5 to 0).

Action Items from Previous Meeting:

Unaccounted Water:

The unaccounted water item will be taken off the list of action items. This has been resolved.

DPW Facility:

DPS Director Tom Holder indicated that there will be a cost of \$5,000 to draw up conceptual plans for the Department of Public Services facility. The committee met with a firm from Tri-County who specializes in metal buildings.

Banners:

This item can be taken off the list.

Minutes:

Selectmen Trindade moved that the Board to approve the minutes from September 22, 2014 as presented, Selectmen Foresto seconded the motion. (Vote 5 to 0).

Town Administrators Update:

FY 2016 Budget Process Timeline:

The Board of Selectmen were presented with a timeline for the budget process. The financial team has met with the various departments. The Town Administrator would like to have this to the members before March 2, 2015.

Selectmen Crowley will be gone March 16-29, 2015, and would like sufficient time to review the budget prior to that.

Middle School & DPS Administration:

There was a site visit at the Middle School. The front wing has a significant amount of space. There would need to be security added to keep the DPS administration separate from the school. The benefit of having the DPS administration there would be the freeing up of space at Town Hall for a combined area for the land use departments. There is also room for expansion. This would need to be a town meeting article. It was recommended that Ms. Phillips be consulted about bonding for \$175,000.

Police and Fire Accident Police Coverage Reviews:

There will be a meeting January 21, 2015 to review the insurance and policy cost. There is a \$45,000 premium increase and coverage for claims. Ms. Potter has been working on this project. Cost increases are partially attributed to the additions of Thayer, fields and playgrounds to policy.

Town Administrator Out of Office:

- Friday January 23, 2015 – MMS Annual Meeting – Boston
- Friday January 30, 2015 – Metrowest Breakfast – Westborough
- February 5-February 12, 2015 – Vacation – Allison Potter Acting Town Administrator.

ADJOURN

At 9:20 PM, on a motion made by Selectmen Trindade, and seconded by Selectmen White, the Board of Selectmen voted unanimously to adjourn the meeting. (Vote 5 to 0).

Respectfully Submitted,
Amy Sutherland
Recording Secretary

1/20/15 BOS Mtg.

AGENDA ITEM #12

Town Administrator's Report

AGENDA ITEM #13

Selectmen's Reports