

**Board of Selectmen**

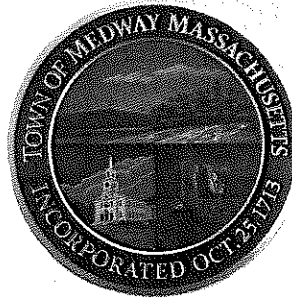
*Dennis P. Crowley, Chair*

*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

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**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**

**Board of Selectmen's Meeting**

**April 21, 2015, 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

**Agenda**

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

**Other Business**

1. Recognition of Department of Public Services
2. Recognition of Public Safety Officers
3. Appointments to Affordable Housing Committee –
  - a. Judi LaPan
  - b. Michael Leone
  - c. John Parlee
  - d. Susan Rorke
4. Update on Water System Operations
5. Vote – Establishment of DPS Facility Building Committee and Committee Charge
6. Home Rule Petition – Oak Grove – Amendment Request
7. Authorization of the Chairman to Execute Massachusetts School Building Authority Project Funding Agreement – McGovern Window/Door Project
8. Approval – One-Day Liquor License Applications
  - a. Monique Mello – Thayer Homestead – May 10, 2015
9. Approval – Public Event Permits
  - a. Ride for Food – September 20, 2015
  - b. Medway Youth Football and Cheer – October 31, 2015
  - c. BRAKING AIDS Charity Bike Ride – September 25, 2015
10. Approval – Article 20 (CPC Appropriation) - May 11, 2015 Annual Town Meeting Warrant
11. Action Items from Previous Meeting
12. Approval of Warrants

13. Approval of Minutes
14. Town Administrator's Report
15. Selectmen's Reports

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Upcoming Meetings, Agenda and Reminders

May 4, 2015 ---- Regular Meeting

May 11, 2015 ---- Special/Annual Town Meeting

May 18, 2015 ---- Regular Meeting

# **Public Comments**

# **AGENDA**

## **ITEM #1**

**Recognition of Department of  
Public Services**

*No associated back up materials.*

# **AGENDA**

## **ITEM #2**

**Recognition of Public Safety  
Officers**

*No associated back up materials*

# AGENDA

## ITEM #3

### Appointments - Affordable Housing Committee

- a. Judi LaPan
- b. Michael Leone
- c. John Parlee
- d. Susan Rorke

*Associated back up materials attached.*

- Letter of interest from Judi LaPan
- Letter of interest and resume from Michael Leone
- Letter of interest and resume from John Parlee
- Letter of interest (email) from Susan Rorke; AHC endorsement

**Proposed motion:** I move that the Board of Selectmen appoint Judi LaPan, Michael Leone, John Parlee and Susan Rorke to the Affordable Housing Committee for two-year terms expiring June 30, 2017.

April 1, 2015

Medway Board of Selectmen  
Town Hall  
Medway, MA 02053

Regarding: Nomination to serve as a Member of Medway's Affordable Housing Committee

Dear Board of Selectmen,

I am writing to offer my name for submission to the Board of Selectmen as a nominee to join the Affordable Housing your board.

As a 22 year resident of Medway and the owner of a price restricted home, I am keenly interested in the development and preservation of affordable housing in town. I believe that the perspective of an individual having had the whole experience of looking for and purchasing workforce housing is indispensable to this body as it makes decisions affecting dozens of future households. Additionally, knowing the difference homeownership has made in my life, I am particularly interested in working to help maintain the affordable status of current units.

Further, as an employee of Medway's Department of Public Services, my knowledge of planning, function and construction of a proposal's infrastructure would be quite useful when evaluating development proposals. The importance of residing in the town where I work is also a meaningful perspective I could contribute to the board's deliberations.

Having reviewed the nature and extent of the board's responsibilities with Doug Havens, I understand that the board typically meets once a month and has occasional special meetings as needed.

Please contact me if you require any further information to formulate a complete and well-rounded presentation of my candidacy before the selectmen.

Sincerely yours,

Judi LaPan  
17 Heritage Drive  
Medway, MA 02053

Board of Selectmen  
Town Hall  
Medway, MA 02053

April 2, 2015

In regards to the nomination to serve as a member of the Medway Affordable Housing Committee.

Dear Board of Selectmen,

I am requesting to have my name submitted as a nominee for the position on the Affordable Housing Committee.

As a resident of Medway I reside in a community with 52 townhouse units. Of that number, more than 20% of those units are classified as affordable. As a longtime board member of the Association, I can relate firsthand to the significance and personal value these homes add not only to their owners but also to our town.

As a fully licensed and insured contractor I have vast knowledge in residential construction.

In such I have had the opportunity to assist in the preliminary design, finished plans, then right through the total construction of many dwellings. I would only hope my added professional experience would be invaluable to this committee.

Respectfully submitted,

Michael J. Leone  
1-1 Kingson Lane  
Medway, MA 02053



Michael J. Leone  
1-1 Kingson Lane  
Medway, Massachusetts 02053  
(508) 533-2109

## **PROFESSIONAL EXPERIENCE**

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### **Watertown Fire Department**

**1973 to 2003**

- Promoted to Captain in February 1993
- Promoted to Lieutenant in January 1986
- American Heart Association Certified CPR Instructor/Trainer, lead instructor for the Department
- Massachusetts Certified Emergency Medical Technician from 1975 to 2003
- Fire Department Rescue/Ambulance from 1975 to 1982
- Group Commander responsible for oversight and scheduling of 21 firefighters and officers
- Station Commander responsible for maintenance and operation of Watertown Station No. 3
- Responsible for 8- and 24-hour training courses for all Watertown firefighters and officers as to the awareness and operation levels of hazardous materials response and Suspicious Envelope Evaluation Procedures (SEEP)
- Developed new procedures for in-service inspection of local businesses and industries for compliance with state fire codes

### **Massachusetts Hazardous Materials Emergency Response Team**

**1990 to 2003**

- State-Certified Hazardous Materials Technician
- Mitigation numerous incidents throughout 64 communities in the Greater Boston Area
- Over 1200 hours of specialized training in hazardous materials response and mitigation
- Assistant team leader - responsible for forty technicians, ongoing training and team compliance
- Hazardous Materials Vehicle Coordinator for the Massachusetts Department of Fire Services responsible for equipment and maintenance of 15 response vehicles situated throughout Massachusetts
- Instrumental in the development of the States decontamination procedures for mass casualties
- Numerous advanced classes and seminars on hazardous materials related subjects including response to and mitigation of biological, chemical and radiological contaminants
- Liaison (2 years) for Town of Watertown in the closure of the United States Arsenal in conjunction with the Army Corps of Engineers

### **MJL Remodeling**

**1985 to 2015**

- Owner and President of a renovation and reconstruction business
- Massachusetts Licensed Construction Supervisor
- Massachusetts Certified Home Remodeling Contractor

## **ASSOCIATIONS, ACHIEVEMENT AND INTERESTS**

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- President of Watertown Firefighters Relief Association
- Watertown Firefighters Local 1347 IAFF Union Delegate
- Vice President of Woodside Condominium Board of Governors
- Member of the Benevolent and Protection Order of the Elks of the USA
- Member of the Order of the Sons of Italy in America
- Member of Sharon Country Club
- Member of the Harley Davidson Owner's Group
- Board of Governors Woodside Condominium association since 2005.

4/6/2015

•••

John W. Parlee  
5 Fales Street, Medway, MA

Medway Affordable Housing Committee

**To the Members of the Medway Affordable Housing Committee:**

My name is John Parlee, and I am writing to convey my interest in becoming a member of the Medway Affordable Housing Committee. I am a Massachusetts native, and started a career in the United States Army with education at the United States Military Academy. I served in the United States Army for more than 10 years, and then pursued opportunities in Information Security as a Cyber Security Engineer and an Information Security Manager. I recently chose to abide in and raise my family in Medway after returning to Massachusetts.

I would like to be involved with the Medway Affordable Housing Committee because I believe in the vision of providing quality housing opportunities to qualified families, and would like to contribute to the goals of the committee.

Thank you for your time and consideration.

John W. Parlee  
JWParlee@gmail.com  
9786-606-7671

## John W. Parlee, MSIT, CISSP

JWParlee@gmail.com  
978-606-7671

5 Fales Street  
Medway, MA

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### Summary of Qualifications

Over 10 years of successful management and technical experience while leading teams and serving in the United States Army, the United States Army Reserve. Provided information security subject matter expertise and engineering at the MITRE Corporation, and as the Security Manager at the Cognex Corporation. Highly competent in managing information technology resources, understanding risk methodologies and implementing strategies to mitigate exposure and compromise.

### Professional Experience

**The Cognex Corporation, 2014 – Present**

#### INFORMATION SECURITY MANAGER

- Designed, planned, and executed strategy for the company Information Security Management Program.
- Evaluated and implemented security architecture and technologies to manage risk of compromise, infiltration, and data loss.
- Responded to and managed security incidents that could have exposed the company to monetary losses.
- Assessed compliance and raised standards in accordance with security framework ISO 27001.

**The MITRE Corporation, 2011 – 2014**

#### SENIOR INFORMATION SECURITY ENGINEER

- Led a team of individuals to design, implement, manage, provision, and provide cloud resources to prototype and test software technology for detecting software weaknesses.
- Provided project management for certification and accreditation efforts of DOD systems during acquisition and development.
- Led working groups to streamline the testing and development of prototype software and provide early release versions for compatibility.
- Coordinated with outside partners to execute a high-visibility test and evaluation of prototyped technologies.
- Developed service level agreements and authored plans and documentation for the execution of multiple test events as part of a risk mitigation effort for the test and evaluation of sponsor technologies.
- Provided expert software assurance manual code reviews for internal MITRE software projects prior to public release.
- Led the assessment and design of information security requirements for the GPS Launch and Checkout System.
- Performed threat analysis and developed risk posture and mitigation steps for GPS system capabilities.

**United States Army Reserve, 2011-2013**

- Led a team of Soldiers and civilians in a unit dedicated to training for cyber operations and preparedness.
- Developed external partnerships with MIT and Harvard students and faculty as part of a joint training operation, as well as a collaboration and information sharing initiative.
- Served as the Battalion S-3, the current operations and plans officer, responsible for managing the planning, coordinating, and executing training and operations.
- Communicated and developed information operations and computer network operation capabilities based on threat and risk analysis.
- Participated in Joint Exercise Terminal Fury, a military exercise incorporating kinetic and cyber operations, as a planning officer, responsible for analyzing current operations, and working as a team to develop network and communications requirements and plans.
- As a Team Chief, planned and executed the training for the Soldiers in the Los Angeles detachment, to include offensive cyber operations, threat analysis, forensics, reverse engineering, maintaining OPSEC, and attacker tactics and techniques.

### **United States Army, 2006-2011**

- Company Commander of an Infantry One Station Unit Training Company responsible for the training, health, safety, and welfare of over 600 trainees and the cadre of Soldiers and Civilians that made up the command.
- Managed the risk of executing live fire ranges for trainees while executing small and large caliber ranges as well as high explosive munitions with no incidents.
- Reduced expenditures and increased consumption efficiency to successfully train and equip during fiscally constrained time periods.
- Improved safety and productivity during live fire and training events through training, delegation, and encouraging ownership and responsibility.
- Platoon Leader, during combat operations, of an augmented tank platoon prior to and during a deployment to Mosul, Iraq with full accountability of all personnel, assets, and mission success.
- Planned and executed tactical operations in a combat environment in order to gather intelligence and maintain the security during Operation Iraqi Freedom.
- Trained and operated with Iraqi Army Soldiers, Iraqi Police, and other units in order to build cohesion, share responsibility, and contribute to local security.
- Coordinated the movement of a tank company's vehicles and assets, valued in excess of 150 million dollars, to and from Iraq.
- Managed the squadron intelligence, surveillance, and reconnaissance assets as well as tracked battle information and the common operating picture throughout a thirty day rotation to the National Training Center.

### **Education**

**Carnegie Mellon University, Pittsburgh, Pennsylvania**

MASTER OF SCIENCE DEGREE, 2012

Information Security and Assurance

- GPA, 3.4

**United States Military Academy, West Point, New York**

BACHELOR OF SCIENCE DEGREE, 2006

Information Systems Engineering, Information Security and Assurance

- GPA, 3.04
- ***Upsilon Pi Epsilon***, 2006  
International Honor Society for the Computing and Information Disciplines
- ***NSA Cyber Defense Exercise***, a military competition designed to test the ability of cadets to secure network assets and protect them while under attack by red team penetration testers.

### **Interests**

I enjoy working with and managing people, and I have a passion for information technology and cyber security research, policy, and implementation. I am dedicated to being a life-long learner and self-starter, and I am committed to self-improvement. I participate in triathlons and training in my free time. I work on solving technical problems and researching information technology and security issues in order to remain a competent and well-rounded engineer.

**From:** Sue Rorke [mailto:srorke00@gmail.com]  
**Sent:** Sunday, March 01, 2015 2:40 PM  
**To:** Board of Selectmen  
**Subject:** Affordable Housing Committee Application

I am interested in being appointed to the Affordable Housing Committee. I have been attending meetings for several months and am becoming familiar with the mission.

I have lived in Medway for over 20 years, and have been semi-active in town activities. I did volunteer work (*lots* of photos of artwork, classroom projects, and sports) at the schools, and was on the High School Council for several years. I also support and volunteer at the Medway Community Farm.

I currently work at the MetroWest Center for Independent Living. Medway is one of our 26 towns. The mission of MWCIL is to get people with disabilities out of nursing homes and living in the community. The staff work with our clients to find housing and services. The biggest barrier to people being able to return to their communities and homes is a lack of affordable housing. If a person also needs an accessible home, it is close to impossible. As an advocate for affordable and accessible housing, I would like to participate on the Affordable Housing Committee, and help increase available housing.

Please let me know if you have any questions or concerns that I can address. Thank you for your consideration.

Sue Rorke  
34 Ellis Street

To: The Honorable Board of Selectmen  
From: Robert D. Ferrari, Chair  
Affordable Housing Committee  
Re: Request for an Appointment to the  
Affordable Housing Committee  
Date: March 2, 2015

To The Honorable Board of Selectmen,

On behalf of the Affordable Housing Committee, I am writing to recommend that Ms. Susan Rorke of 34 Ellis Street be appointed to fill one of our two membership vacancies. She has been a resident of the Town of Medway for the past twenty-one years. Please be advised that she has expressed interest in serving on the AHC and has attended several meetings voluntarily in order to become better acquainted with the issues involving the creation and preservation of affordable housing options for all of the citizens of Medway.

Ms. Rorke brings a thorough background in Computer Programming, Website Development, and Technical Writing. She currently works as a communications specialist for two Disability Advocacy agencies. She is very knowledgeable about the design issues often encountered by persons with physical disabilities as they seek optimum mobility options.

Sue is a very capable individual who performs her "due diligence" on any important issue, problem, or task she undertakes. She has participated in many volunteer activities such as Pride Day, Annual Medway Clean-up Day, Girls' Volleyball Boosters, and is presently active as a member of the Community Farm. She is the Mother of two children who have recently graduated from the Medway Public Schools. I have worked with her as member of the Democratic Town Committee.

Sue Rorke will be able to bring her knowledge, skills, and commitment to Disabled Individuals to the AHC. I highly recommend her appointment to the Medway Affordable Housing Committee.

Sincerely,  
Robert D. Ferrari, Chair  
Affordable Housing Committee

# **AGENDA**

## **ITEM #4**

**Update on Water System  
Operations**

*No associated back up materials.*

# AGENDA

## ITEM #5

### Vote – Establishment of DPS Facility Building Committee and Committee Charge

*Associated back up materials attached.*

- Draft – *Department of Public Services Facility Project –  
Establishment of a Project Building Committee*

**Proposed motion:** I move that the Board of Selectmen vote to establish a DPS Facility Building Committee and to approve the draft document as presented.



# **TOWN OF MEDWAY**

## **DEPARTMENT OF PUBLIC SERVICES FACILITY PROJECT ESTABLISHMENT OF A PROJECT BUILDING COMMITTEE**

### **A. MEMBERSHIP**

The Board of Selectmen shall establish a **DPS Facility Building Committee** (hereinafter referred to as Committee) to be comprised of seven (7) individuals residing in and being registered voters of the Town of Medway. The Town Administrator or his designee shall serve as a non-voting ex officio member of the Committee. The Board shall endeavor to appoint individuals who, by reason of their current or prior background in such fields as construction, architecture, engineering, fleet services or other relevant experience, have special knowledge and skills to assist the Board in evaluating and recommending a facility design and construction plan, project budget and overall project oversight. The members of the Committee shall serve for the duration of the project until the Board of Selectmen shall deem the mission of the Committee has been achieved, and shall meet at designated dates, times and locations that are convenient to its members as well as promoting public participation.

### **B. CHARGE**

The Committee shall be responsible for the oversight and stewardship of the design and construction, including the equipping and furnishing of, a new Department of Public Services Facility on Broad Street. The Committee shall represent the Board of Selectmen in this regard, and shall make periodic reports to the Board on progress updates and overall project status, as well as the financing of said project. Specific duties shall include the following:

1. With the help of Town Administration, prepare and advertise a Request for Proposals for an Owner's Project Manager (OPM). Develop evaluation criteria, review proposals, and select firm or individual best suited to satisfy that criteria. Present the selected firm/individual to the Board of Selectmen for review and approval.
2. Working with the OPM, develop criteria to be used for the selection of a Project Design Architect (Architect), and develop a formal RFP for the selection of the Architect. Serve as the evaluation team for the selection of the Architect, and present the selected firm to the Board of Selectmen for review and approval.
3. Oversee the design of the project, specifically focusing on overall needs of the departments involved, the delivery of services to the residents of Medway, and proper utilization of facility layout.

4. Provide guidance and assistance to design team at permitting sessions as needed.
5. Prior to bidding construction, work with Town Administrator, OPM and Project Architect to develop project budget and report same to Board of Selectmen, Finance Committee, and Town Meeting for approval and funding.
6. Review all construction bid documents, and review bids received and provide award recommendations consistent with general laws to Board of Selectmen.
7. Attend site meetings as may be necessary for the scope and duration of the project with the Project Architect, OPM, and representative(s) of the General Contractor to discuss project status, construction schedule, site/building issues, questions regarding specification or plan details, and other such matters that need to be addressed/coordinated.
8. Review with the Project Architect and OPM requests for payment from the general contractor or various independent vendors, and make recommendations as to the release of payment (full or partial) to the Town Administrator;
9. Changes having a financial impact on the project shall be in accordance with contract requirements or require a formal Change Order. Change Orders in an amount of \$25,000 or less may be approved by the Building Committee and signed by the Town Administrator. Change Orders exceeding this amount shall be presented to the Board of Selectmen for its approval. Such work associated with any Change Order shall not be undertaken until the Change Order has been approved, unless an emergency exists or circumstances arise that the work must be effectuated before the opportunity exists to meet with the Selectmen. In such instance, the Change Order must be presented to the appropriate parties as soon as practicable.
10. Review with the Project Architect and OPM the near project closeout "punch list" of work remaining to be done to ensure that the work is completed.
11. Review and make recommendations to the Project Architect, OPM, Town Administrator and other department personnel on the development of a coordinated move of staff, equipment and functions into the new building.
12. Verify with the Project Architect and OPM that any and all documents, communications, as-built plans and specifications, manufacturer's product information and warranties are received by the Town as the project owner.
13. Verify with the Project Architect and OPM the coordinate testing of systems to ensure code, warranty and specification compliance and that all product guarantee and warranty documentation has been properly submitted to ensure warranty coverages.
14. Initiate reviews and make recommendations as may be deemed necessary by the Committee to successfully accomplish the building work in accordance with the terms and conditions of the project plans and specifications and the funding allocated for the project.

### **C. MEETINGS PROTOCOL**

All meetings are to be held in a public location, properly posted and open to the public in accordance with the Massachusetts Open Meeting Law. Minutes of each meeting shall be prepared and approved by the Committee within thirty (30) days of any meeting and distributed to the Board of Selectmen.

# AGENDA

## ITEM #6

### Home Rule Petition – Oak Grove – Amendment Request

*Associated back up materials attached.*

- Special Act Revised 4/16/15 [Original Section 5 deleted]

**Proposed motion:** I move that the Board of Selectmen approve the amended Home Rule Petition as prepared by Town Counsel and forward same to our legislative delegation for action.

SECTION 1. Notwithstanding the provisions of General Laws chapters 121B and 79 or any other general or special law to the contrary, the Town of Medway Redevelopment Authority, when acquiring land or any interest therein by eminent domain in accordance with said General Laws chapters 121B and 79, shall be subject to the provisions of this Act.

SECTION 2. If the Town of Medway Redevelopment Authority is unable, upon reasonable investigation, to determine the name of any person entitled to damages awarded on account of the acquisition of land or any interest therein which it acquires by eminent domain under General Laws chapter 79, section six, the Town of Medway Redevelopment Authority, notwithstanding the provisions of General Laws chapter 79, section 7D, shall not be required to set aside any funds on account of any damages awarded to such person; provided that, when the person entitled to such amount or any portion thereof satisfies the Redevelopment Authority of his right to receive it, the Redevelopment Authority shall, after such notice as it may order, order such amount or portion thereof to be paid to him forthwith.

SECTION 3. Notwithstanding the provisions of General Laws chapter 79, section 7E, if any check issued in accordance with General Laws chapter 79, section 7B remains unclaimed by any person entitled thereto for a period of sixty days after notice in accordance with General Laws chapter 79, section 7C, such check shall be withdrawn and the funds retained by the Redevelopment Authority; provided that, when the person entitled to such amount or any portion thereof satisfies the Redevelopment Authority of his right to receive it, the Redevelopment Authority shall, after such notice as it may order, order such amount or portion thereof to be paid to him forthwith.

SECTION 4: The Town of Medway Redevelopment Authority shall not be required to comply with the provisions of General Laws chapter 79, section 40 when acquiring land or any interest therein by eminent domain.

~~SECTION 5: The provisions of this act shall apply to all eminent domain takings made by the Medway Redevelopment Authority, if any, prior to the effective date of this act.~~

SECTION 65. This act shall take effect upon its passage.

SECTION 1. Notwithstanding the provisions of General Laws chapters 121B and 79 or any other general or special law to the contrary, the Town of Medway Redevelopment Authority, when acquiring land or any interest therein by eminent domain in accordance with said General Laws chapters 121B and 79, shall be subject to the provisions of this Act.

SECTION 2. If the Town of Medway Redevelopment Authority is unable, upon reasonable investigation, to determine the name of any person entitled to damages awarded on account of the acquisition of land or any interest therein which it acquires by eminent domain under General Laws chapter 79, section six, the Town of Medway Redevelopment Authority, notwithstanding the provisions of General Laws chapter 79, section 7D, shall not be required to set aside any funds on account of any damages awarded to such person; provided that, when the person entitled to such amount or any portion thereof satisfies the Redevelopment Authority of his right to receive it, the Redevelopment Authority shall, after such notice as it may order, order such amount or portion thereof to be paid to him forthwith.

SECTION 3. Notwithstanding the provisions of General Laws chapter 79, section 7E, if any check issued in accordance with General Laws chapter 79, section 7B remains unclaimed by any person entitled thereto for a period of sixty days after notice in accordance with General Laws chapter 79, section 7C, such check shall be withdrawn and the funds retained by the Redevelopment Authority; provided that, when the person entitled to such amount or any portion thereof satisfies the Redevelopment Authority of his right to receive it, the Redevelopment Authority shall, after such notice as it may order, order such amount or portion thereof to be paid to him forthwith.

SECTION 4: The Town of Medway Redevelopment Authority shall not be required to comply with the provisions of General Laws chapter 79, section 40 when acquiring land or any interest therein by eminent domain.

SECTION 5. This act shall take effect upon its passage.

# AGENDA

## ITEM #7

### **Authorization of the Chairman to Execute Massachusetts School Building Authority Project Funding Agreement – McGovern School Window/Door Project**

*Associated back up materials attached.*

- *Massachusetts School Building Authority [MSBA] Accelerated Repair Program Project Funding Agreement*
- *Certification of Legal Counsel*
- *Exhibit J – Banking Information Template*

**Proposed motion:** I move that the Board authorize the Chairman to execute the MSBA *Project Funding Agreement* for the McGovern School window/door project.



# Massachusetts School Building Authority

Deborah B. Goldberg  
*Chairman, State Treasurer*

John K. McCarthy  
*Executive Director*

April 15, 2015

Mr. Dennis Crowley, Chair  
Medway Board of Selectmen  
155 Village Street  
Medway, MA 02053

Re: Accelerated Repair Program Project Funding Agreement  
John D. McGovern Elementary School (MSBA Project No. 201401770013)

Dear Mr. Crowley:

Enclosed please find three (3) original Execution Copies of the Project Funding Agreement (the "PFA"), including one complete set of PFA Exhibits, for the Accelerated Repair Program Project ("Project") at the **John D. McGovern Elementary School** in the Town of Medway (the "Town"). The Town must approve and authorize local funding for the Project within ninety (90) days after the MSBA's Board of Directors voted to approve the Project. The Town then must execute and return three (3) originals of the PFA within thirty (30) days after the date upon which the Town approved and authorized local funding for the Project. One of the originals of the PFA will be returned to the Town after it has been signed by the MSBA's Executive Director. Please do not date the PFA on the first and last pages. The PFA will be dated by the MSBA when the MSBA's Executive Director signs the Agreement.

In addition to signing and submitting three (3) originals of the PFA, the Town must submit to the MSBA two (2) fully executed originals of the Exhibit A, the Total Project Budget. The Town should keep the enclosed set of Exhibits and one executed original of Exhibit "A" for attachment to the fully executed original PFA that will be returned to the Town. Also, please review Section 17 of the PFA to make sure that the designated Town officer and address are accurate with regard to the receipt of notices that may be sent pursuant to the PFA.

The Town must also submit two (2) originals of the Certification of Legal Counsel which is being sent via e-mail as a Word document to enable the Town's legal counsel to put the Certification on his or her letterhead. The Legal Counsel Certification requires the Town's legal counsel to certify which local public official or governmental body (the "Local Governing Body") has the full legal authority to execute the PFA on behalf of the Town and to bind the Town to its terms. The Town should keep an additional copy of the certification for its records.

The Town will need to provide a certified copy of the vote of the Local Governing Body authorizing the Town to enter into and be bound by the PFA and authorizing the signatory to execute the document on behalf of the Town if required by local charter, by-law, ordinance or other applicable law or policy. This document, if necessary, must bear the Town's raised seal.

Finally, please complete and submit an electronic payment form (Exhibit J to the PFA). A copy is also being transmitted as an attachment in Word format so that it can be printed on the Town's letterhead.

The required documents that must be submitted to the MSBA within thirty days after local funding is approved and authorized include:





Town of Medway  
Project Funding Agreement, John D. McGovern Elementary School  
Page 2 of 2

- three (3) executed originals of the PFA (please retain the enclosed set of Exhibits for attachment to the fully executed PFA that will be returned to the Town);
- two (2) fully executed originals of the Exhibit A, the Total Project Budget (please keep a copy for insertion into the set of Exhibits retained by the Town);
- two (2) signed originals of the Certification of Legal Counsel (please keep an additional copy for the Town's records);
- a certified copy (bearing the Town's raised seal) of the vote authorizing the Town to enter into and be bound by the PFA and authorizing the signatory to execute the PFA on behalf of the Town, if required by local charter, by-law, ordinance, or other applicable law or policy;
- a completed electronic payment form (Exhibit J to the PFA).

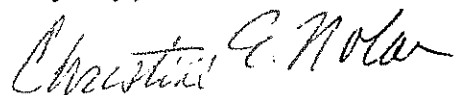
should be mailed to my attention at the following address:

Massachusetts School Building Authority  
40 Broad Street, Suite 500  
Boston, MA 02109

All of this documentation must be completed and returned to the MSBA within the time limits described above. After this documentation has been properly completed and submitted to the MSBA, and the PFA has been fully executed, the Town can enter its Total Project Budget into the MSBA's ProPay System. The MSBA will include instructions to enter the project budget with the transmittal of the fully executed PFA. Once the Town has entered the budget and the budget has been accepted by the MSBA, then the Town can begin submitting requests for reimbursement to the MSBA. The MSBA will not process reimbursement requests until these requirements have been satisfied, the PFA has been fully executed, and the Total Project Budget has been accepted in the MSBA's ProPay System.

If you have any questions, please contact either Julia Seibolt or me at the MSBA.

Very truly yours,



Christine E. Nolan  
Associate General Counsel

Cc: Legislative Delegation  
Michael E. Boynton, Medway Town Administrator  
Diane Borgatti, Chair, Medway School Committee  
Dr. Judith A. Evans, Superintendent, Medway Public Schools  
Rich Sitnik, Owner's Project Manager, Arcadis U.S., Inc.  
Steve Watchorn, Designer, CBI Consulting, Inc.  
File: 10.2 Letters

**PROJECT FUNDING AGREEMENT**  
**ACCELERATED REPAIR PROGRAM**

This PROJECT FUNDING AGREEMENT, (the "Project Funding Agreement"), dated as of \_\_\_\_\_, 2015 (the "Effective Date") is entered into by and between the Massachusetts School Building Authority, an independent public authority of the Commonwealth of Massachusetts (the "Authority"), and the Town of Medway together with its successors and assigns (the "District" or "Owner") (Authority and District or Owner collectively referred to herein as the "Parties").

**RECITALS**

WHEREAS, the provisions of General Laws Chapter 70B, as amended ("Chapter 70B"), Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* authorize the Authority to provide a Total Facilities Grant (as defined in Section 1 below) to Eligible Applicants for approved school building construction, renovation and repair projects; and

WHEREAS, the District has applied for and desires to receive a Total Facilities Grant from the Authority pursuant to the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.* for a Project (as defined in Section 1 below) consisting of Accelerated Repair Program project at the John D. McGovern Elementary School,, as it is more particularly described elsewhere in this Agreement; and

WHEREAS, the Authority has determined that this Project is eligible for participation in the Authority's Accelerated Repair Program; and

WHEREAS, the Authority has determined that the District's Project is eligible for the receipt of a Total Facilities Grant, and the District has agreed to receive a Total Facilities Grant, pursuant to a payment schedule determined by the Authority and subject to all of the terms and conditions of this Project Funding Agreement; and

WHEREAS, the Project is in the best interests of the Commonwealth and the District with respect to its site, type of construction, sufficiency of accommodations, open space preservation, urban development, urban sprawl, and energy efficiency; and

WHEREAS, the Project has a value over its useful life commensurate with the lifecycle cost of building, operating, and maintaining the school facility; and

WHEREAS, the Project is not at a school that has been the site of an approved school project pursuant to Chapter 70B or Chapter 645 of the Acts of 1948, as amended, within the 10 years prior to the Project Application date, or the Project is unrelated to such previously approved project in the same school; and

WHEREAS, the Project is within the capacity of the Authority to finance within revenues projected to be available to the Authority; and

WHEREAS, the Authority, though a competitive procurement process, has selected a pool of Owner's Project Managers and a pool of Designers for the Accelerated Repair Program and has assigned an Owner's Project Manager and a Designer from those pools to the District's Project in accordance with the assignment process described in the Authority's "Science Lab Initiative &

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**District: Medway**

Accelerated Repair Program Owner's Project Manager and Designer Assignment Procedure," which is incorporated by reference herein; and

WHEREAS, the Board of the Authority has voted to authorize the Executive Director to enter into a Project Funding Agreement with the District for the Project; and

WHEREAS, the District has taken all necessary votes authorizing the Project and has authorized and appropriated a Total Project Budget, in formats acceptable to the Authority; and

WHEREAS, on January 14, 2015, the Authority's Board of Directors approved a Total Project Budget of \$1,251,598.00, an Estimated Maximum Total Facilities Grant of \$538,021.00 and a Maximum Total Facilities Grant of \$563,383.00; and

WHEREAS, the District has solicited bids for the Project and has accepted a general bid that is lower than estimated and, therefore, under budget; and

WHEREAS, the District has appropriated a Total Project Budget that is based upon the aforesaid general bid that it has accepted; and

WHEREAS, the District has requested that this Agreement reflect a downward adjustment in the Total Project Budget, Estimated Maximum Total Facilities Grant, and Maximum Total Facilities Grant that was approved by the Authority's Board of Directors based upon the actual amount of the general bid that the District has accepted and the Total Project Budget that it has appropriated; and

WHEREAS, the Total Project Budget, Estimated Maximum Total Facilities Grant, and Maximum Total Facilities Grant set forth in Exhibit "A" and Section 2.1 of this Agreement, in fact, reflect such a downward adjustment;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Project Funding Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Authority and the District, intending to be legally bound, hereby agree as follows:

The Authority agrees to provide a Total Facilities Grant to the District, subject to all of the following terms and conditions:

## **SECTION 1**

### **DEFINITIONS**

Capitalized terms that are not defined in this Section 1 shall have the meanings ascribed to them in Chapter 70B or 963 CMR 2.00 *et seq.* For purposes of this Project Funding Agreement, the following words shall have the following meanings:

"Accelerated Repair Program" means the Authority's program to provide Total Facilities Grants to school districts for certain Projects involving the repair, replacement, or upgrade of roofs, boilers, and/or window systems and related upgrades in accordance with the terms and conditions of the Accelerated Repair Program, including, but not limited to, the Authority's Sustainability Requirements for the Accelerated Repair Program, which are incorporated by reference herein, and

any other eligibility requirements set forth in this Project Funding Agreement or otherwise established by the Authority.

“Assisted Facility” means the school facility that is eligible for and will receive either a Total Facilities Grant or partial payment of a Total Facilities Grant pursuant to this Project Funding Agreement.

“Construction Contract Documents” means all agreements, contracts, and other documents, including, but not limited to, the Owner-Contractor or Owner-CM at Risk Contracts and attachments thereto, Advertisements, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contracts, Specifications, Drawings, all addenda issued prior to execution of the Contracts, and other documents listed in the Owner-Contractor or Owner-CM at Risk contracts and any amendments or modifications issued after execution of said contracts, executed by and between the District and the Contractors or any other parties that set forth the terms, conditions, requirements, and specifications for the design and construction of the Project. For purposes of this Project Funding Agreement, the Construction Contract Documents shall also at all times include a current construction schedule, a current Total Project Budget, and a current cash flow projection.

“Contractor” is the person or entity identified as such throughout the Construction Contract Documents and who is primarily responsible for the performance and execution of the construction work on the Project.

“Designer” shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering that meets the requirements of M.G.L. c. 7, § 38A 1/2 (b) and has been procured and assigned by the Authority and contracted by the District in accordance with the procedures described in the Authority’s “Science Lab Initiative and Accelerated Repair Program Owner’s Project Manager and Designer Assignment Procedure,” which are incorporated by reference herein, and all other applicable provisions of law to perform professional design services.

“Effective Date” means the date stated in the first paragraph of this Project Funding Agreement which shall be the date on which this Project Funding Agreement shall take effect.

“Excusable Delay” means a delay of the Project that either (a) is solely because of a natural event, such as flood, storms, or lightning, that is not preventable by any human agency, or (b) is reasonably determined by the Authority to be excusable.

“Final Request and Certificate for Reimbursement” means the certificate, submitted by the District to the Authority upon final completion of the Project, that is (1) signed by the Owner’s Project Manager stating that, to the best of the Owner’s Project Manager’s knowledge and belief, the Project has been completed and constructed in accordance with all Construction Contract Documents; (2) signed by the Designer stating that, to the best of the Designer’s knowledge and belief, the Project has been completed and constructed in accordance with the Construction Contract Documents and all applicable building and safety codes in effect at the time of construction; and (3) signed by a duly authorized representative of the District stating, to the best of his/her knowledge and belief, that all of the terms and conditions of this Project Funding Agreement, all other agreements between the District and the Authority and all applicable regulations and guidelines of the Authority have been satisfied.

“Monthly” means once each calendar month.

“Notice to Proceed” means the written communication issued by the District to the Contractor or CM at Risk authorizing him to proceed with the Owner-Contractor or Owner-CM at Risk contract and establishing the date for commencement of the contract time.

“Owner’s Project Manager” shall mean the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity procured and assigned by the Authority and contracted by the District, in accordance with the procedures of the Authority’s “Science Lab Initiative and Accelerated Repair Program Owner’s Project Manager and Designer Assignment Procedure,” which are incorporated by reference herein, and all other applicable provisions of law to fully and completely manage and coordinate administration of the Project to completion. The Owner’s Project Manager must meet the qualifications set forth in M.G.L. c. 149, § 44A ½, 963 CMR 2.00 *et seq.*, and all applicable policies and guidelines of the Authority.

“Project” refers to the Accelerated Repair Program project at the John D. McGovern Elementary School, as it is more particularly described elsewhere in this Agreement, which is a (1) Capital Construction Project, (2) Major Reconstruction Project, or (3) School Project, each as defined in Chapter 70B, §2.

“Project Cash Flow” means a detailed accounting of the projected amount of funding being received and expended by the District during the course of the Project on a monthly basis, which is attached hereto as **Exhibit “D”**.

“Project Permits” means all permits, approvals, consents and licenses issued or granted by governmental authorities, necessary or appropriate to the construction, completion and occupancy of the Project.

“Project Schedule” means the schedule for the Project, including a detailed estimated timeline as described in 963 CMR 2.10(10), which is attached hereto as **Exhibit “C”**.

“Project Scope” means the scope of the Proposed Project that has been mutually agreed to by the Authority and the District and as is attached hereto as **Exhibit “B”**.

“Project Scope and Budget Conference” means the conference described in 963 CMR 2.10(9).

“Project Site” means the specific location of the Project as more fully described in **Exhibit “E”** attached hereto.

“Schematic Drawings and Plans” means, where applicable to the Project, preliminary floor plans identifying programmatic and other spaces, elevations, site plans, plot plans, topographical plans, plans showing the location of the Project in relationship to other schools in the district, engineering studies, and any other plans deemed necessary by the Authority.

“Subcontractor” means a person or entity that has a direct contract with the Contractor or CM at Risk to perform a portion of the work on the Project.

“Total Facilities Grant” means the Authority’s final, approved, total financial contribution to an Approved Project, which is calculated by the Authority pursuant to the provisions of Chapter 70B,

Chapter 208 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and paid to the District pursuant to a schedule established by the Authority and subject to the terms and conditions of this Project Funding Agreement.

“Estimated Maximum Total Facilities Grant” shall mean the estimated Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), which amount does not include reimbursement amounts for any potentially eligible costs within the owner’s contingency and construction contingency line items in the Total Project Budget (“Exhibit A”). The actual Total Facilities Grant for the Project may be an amount less than the Estimated Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Maximum Total Facilities Grant” shall mean the maximum Total Facilities Grant amount, as set forth in the Total Project Budget (“Exhibit A”), which the District may be eligible to receive for the Project, which amount shall not be exceeded under any circumstances. The Maximum Total Facilities Grant amount includes reimbursement amounts for any potentially eligible costs that may be expended from the owner’s contingency and the construction contingency line items in the Total Project Budget (“Exhibit A”) in accordance with the Authority’s regulations, policies, and guidelines and the provisions of this Agreement. The eligibility of any such costs for reimbursement shall be determined by the Authority within its sole discretion provided that the total amount of Project costs eligible for reimbursement, including any eligible costs expended from the owner’s contingency and construction contingency line items, shall not exceed the Maximum Total Facilities Grant amount under any circumstances. The actual Total Facilities Grant for the Project may be an amount less than the Maximum Total Facilities Grant pursuant to the Authority’s regulations, policies, and guidelines and the provisions of this Agreement.

“Total Project Budget” means a complete and full enumeration of all costs, including both hard costs and soft costs, so-called, that the District reasonably estimates, to the best of its knowledge and belief, has been or will be incurred in connection with the planning, design, construction, development, the mobilization of the operation, and the completion of the Project, approved by the Authority, which may be updated from time to time by mutual agreement of the Parties and which is attached hereto as Exhibit “A”.

“Vendor” means any person, entity, business, or service provider under contract or agreement with the District to provide goods or services to the District in connection with the Project.

## SECTION 2 THE PROJECT AND THE TOTAL FACILITIES GRANT

2.1 As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Authority, (a) all of the terms and conditions of this Project Funding Agreement, (b) the applicable provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, and 963 CMR 2.00 *et seq.*, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Authority, the Authority hereby approves the following Estimated Maximum Total Facilities Grant for the Project: an amount that, except as specifically provided in this Section 2.1, shall under no circumstances exceed the lesser of (i) 50.16% of the final approved, total eligible Project costs, as determined by the Authority, (“Reimbursement Rate”) or (ii) \$371,094.00 (“Estimated Maximum Total Facilities Grant”). Notwithstanding the foregoing, the Authority may determine, in its sole discretion, and subject to the limitations set forth in Section 2.3 of this Agreement, that

expenditures from the owner's contingency and construction contingency line items of the Total Project Budget, so-called, are eligible for reimbursement, and in the event of any such determination, the Authority may adjust the above-stated Estimated Maximum Total Facilities Grant amount to account for the eligible, approved owner's and construction contingency expenditures up to a Maximum Total Facilities Grant of \$396,456.00. In no event shall the final, Maximum Total Facilities Grant, including any eligible owner's and construction contingency amounts, exceed \$396,456.00. The Parties hereby acknowledge and agree that the Estimated Maximum Total Facilities Grant and Maximum Total Facilities Grant amounts set forth in this Section 2.1, are maximum amounts of funding that the District may receive from the Authority for the Project, and that the final amount of the Total Facilities Grant may equal an amount less than either of the aforesaid amounts, as determined by an audit conducted by the Authority. Any costs and expenditures that are determined by the Authority to be either in excess of the above-stated Total Facilities Grant or ineligible for payment by the Authority shall be the sole responsibility of the District. The Parties hereby agree that costs incurred by the District in connection with the Project prior to the Effective Date may be eligible for reimbursement if the Authority determines in its sole discretion that such costs meet the Authority's eligibility requirements.

2.2 In the event that the Authority reasonably determines that the Project is not in accordance or compliance with the Project Scope, the Project Schedule, the Total Project Budget, the Construction Contract Documents, the Schematic Drawings and Plans, all of the covenants in Section 3 of this Project Funding Agreement, all other terms and conditions of this Project Funding Agreement, the provisions of Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any other applicable rule, regulation, policy, guideline, approval or directive of the Authority, including, but not limited to, the terms and conditions of the Accelerated Repair Program, including the Authority's "Sustainability Requirements for the Accelerated Repair Program," or is delayed (other than an Excusable Delay), then the Authority may temporarily and/or permanently withhold payments to the District for the Project, provided that the Authority shall not unreasonably withhold any such payments. In the event that the Authority either temporarily or permanently withholds payment for the Project, the District hereby agrees and acknowledges that the Authority shall have no liability for any such withholding of payment or any loss that may occur as a result of any such withholding of payment.

2.3 The Parties hereby acknowledge and agree that, in the event that the lowest, responsible bid accepted by the District for the construction of the Project is lower than the corresponding amount set forth in the Total Project Budget, the Authority shall reduce the Total Facilities Grant amount set forth in Section 2.1 of this Agreement accordingly. The Parties hereby further acknowledge and agree that, in the event that the lowest, responsible bid accepted by the District for the construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the Authority shall not make any adjustments to its Total Facilities Grant on account of the bid, and the increased costs shall be the sole responsibility of the District. The Parties hereby further acknowledge and agree that, in the event that the lowest responsible bid accepted by the District for construction of the Project exceeds the corresponding amount set forth in the Total Project Budget, the District may use a reasonable amount of the owner's and/or construction contingency to fund the cost of any such budget overrun; provided however, that expenditures of owner's and/or construction contingency funds for the purpose of funding such budget overruns shall not be eligible for reimbursement by the Authority and shall be the sole responsibility of the District.

2.4 The Reimbursement Rate for the Project is calculated as set forth in the reimbursement rate summary, attached hereto as **Exhibit "I"**, and shall be subject to the provisions of M.G.L. c. 70B, 963 CMR 2.00 *et seq.*, and the policies and guidelines of the Authority.

2.5 INTENTIONALLY LEFT BLANK

### SECTION 3 COVENANTS

The District covenants and agrees that as long as this Project Funding Agreement is in effect, the District shall and shall cause its employees, agents, and representatives to perform and comply with the following covenants:

3.1 The District acknowledges and agrees that the Authority's grant program, established pursuant to Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any other applicable rule, regulation, policy or guideline of the Authority, is a non-entitlement, discretionary program based on need and the District shall not be entitled to any funds from the Authority except as provided in this Project Funding Agreement.

3.2 The District shall and shall cause its employees to comply with all provisions of this Project Funding Agreement; all other agreements related to the Project that have been referenced herein or otherwise approved in writing by the Authority; and all provisions of law that are applicable to the Project and this Project Funding Agreement and the District shall take all action necessary to fulfill its obligations under this Project Funding Agreement and under all other agreements related to the Project that have been referenced herein or otherwise approved by the Authority.

3.3 The District hereby agrees that it shall submit all Project information, including but not limited to, Total Project Budget information, plans, specifications, Project Schedules, and Project progress reports, and any additional information that may be requested by the Authority, to the Authority in a timely manner in a form satisfactory to the Authority.

3.4 The District hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Project Funding Agreement as promptly as possible.

3.5 The District hereby acknowledges and agrees that all costs related to the Project, including the costs identified in the Total Project Budget and costs of the items appearing in the Project Scope, shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion, whether such costs are eligible for reimbursement pursuant to the Authority's regulations, policies and guidelines. There may be Project costs, in addition to the items specifically identified as ineligible in the Total Project Budget and/or the Project Scope that are ineligible for reimbursement according to such regulations, policies, and guidelines. The District hereby further acknowledges and agrees that certain costs incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, pursuant to 963 CMR 2.10 & 2.16(5) and any other rules, regulations, policies, and guidelines of the Authority, including, but not limited to, the following:

(a.) Financing and Interest Costs. The District hereby acknowledges and agrees that any financing costs incurred by the District, including, but not limited to, interest, principal,



costs of issuance, and any other cost related to short or long term bonds, notes, or other certificates of indebtedness, refunding notes or bonds, temporary loans, or any other form of indebtedness issued by the District in relation to an Approved Project and all costs associated with credit rating services, legal services related to the issuance of any indebtedness, and financial consulting services shall not be eligible for reimbursement by the Authority.

(b.) Legal Fees and Costs. The District hereby acknowledges and agrees that the cost of legal services, including, but not limited to, bond counsel fees, attorney's fees, arbitration or mediation fees, filing fees, and any other legal fees, costs, or expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority.

(c.) All other costs identified in 963 CMR 2.16(5).

All project costs and Project Scope items are subject to review and audit by the Authority, and whether a project cost is eligible for reimbursement shall be determined by the Authority, in its sole discretion, during the Authority's audit of the Project.

3.6 The District hereby acknowledges and agrees that the Authority's Total Facilities Grant is subject to the District's adherence to and maintenance of the Project Scope, Project Schedule, and Total Project Budget, and the District shall not make any changes, additions, or reductions to the Project Scope, Project Schedule, or Total Project Budget without the prior written approval of the Authority. Any increases to the Total Project Budget as set forth in Exhibit A as of the Effective Date, shall not result in any changes to the amount of the Total Facilities Grant set forth in Section 2.1 of this Project Funding Agreement.

3.7 The District hereby acknowledges and agrees that the Authority shall not provide any funding for the Project in excess of the amount of the Total Facilities Grant described in Section 2 of this Agreement.

3.8 The District hereby acknowledges and agrees that the Authority shall not be required or obligated to make any payment of the Total Facilities Grant for eligible Project costs while an Event of Default, as defined in Section 22, shall have occurred.

3.9 The District hereby acknowledges and agrees that it shall provide the Authority with an updated Total Project Budget on a Monthly basis that shall include, but not necessarily be limited to, the following: (a) the projected total Project costs, (b) actual expenditures to date, (c) estimated remaining expenditures for the Project, (d) a detailed explanation of all variances from Total Project Budgets previously submitted to the Authority, (e) all sources and amounts of funding, and (f) an updated Project Schedule.

3.10 The District hereby agrees that, in order to demonstrate that adequate funding for the Project is available, it shall provide the Authority with financial statements, details relating to the financial condition of the District, an updated Project Cash Flow projection on a Monthly basis, in a suitable format acceptable to the Authority, to demonstrate that adequate funding for the Project is available.

3.11 The District hereby agrees that the Project shall meet the Authority's Sustainability Requirements for the Accelerated Repair Program, which are incorporated by reference herein, and the District further agrees that the Project shall produce measurable energy savings and shall incorporate sustainable maintenance practices.

3.12 The District hereby agrees that it shall use its best efforts and resources to secure additional energy conservation resources from other sources, including utility conservation programs, and shall allocate savings from reduced energy consumption to improved routine and capital maintenance practices.

3.13 The District hereby acknowledges and agrees that, in the event that it receives, has received, or is eligible to receive any insurance proceeds, damages, awards, payments, rebates, grants, or donations from any third party or funding source, other than the Authority, for or in connection with the Project, all such amounts shall be disclosed to the Authority in writing and shall be deducted from the total amount of eligible project costs (also known as Basis of Total Facilities Grant), as determined by the Authority, and the remaining amount of eligible costs shall be apportioned according to the District's reimbursement rate to calculate the maximum Total Facilities Grant.

3.14 The District shall use the Authority's Contract for Project Management Services and, Contract for Designer Services, as they have been revised by the Authority specifically for the Accelerated Repair Program, and any other standard contracts, contract provisions, guidelines, procurement documents, requests for services, and forms prescribed by, or otherwise acceptable to, the Authority to procure and hire any Owner's Project Manager, Designer, Contractor, professionals, or Consultants in connection with the Project.

3.15 During the course of the Project, the District shall investigate and review, and shall require the Owner's Project Manager and the Designer to investigate and review the progress and quality and construction of the Project. The District shall undertake all reasonable efforts designed to ensure that the Contractor, Subcontractors, and all Vendors expeditiously and diligently construct, equip and complete the Project in a good and workmanlike manner.

3.16 The District hereby acknowledges and agrees that it shall keep all records related to the Project including, but not limited to, those records described in 963 CMR 2.16(4), for as long as the Assisted Facility is in service as a public school or remains under the ownership or control of the District. The District shall and shall cause its employees, agents, representatives, and its Owner's Project Manager, Designer, Contractor, and Vendors to keep adequate records of the Project and shall make all Project records and the Project Site available to the Authority, representatives of the Authority, and the Authority's Commissioning Consultant.

3.17 The District shall neither change nor permit a change of the Designer or any of its key personnel or sub-consultants without the prior written approval of the Authority in accordance with the provisions of 963 CMR 2.12 and the Authority's requirements for the "Science Lab Initiative and Accelerated Repair Program Owner's Project Manager and Designer Assignment Procedure." If there is any change or proposed change in the Designer or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or proposed change and an explanation of the impact of the change or proposed change on the Project. If the Authority determines, in its sole discretion, that a change of the Designer is necessary, the Authority shall assign a new Designer from the Authority's pre-

selected pool of Designers for the Accelerated Repair Program in accordance with the procedures described in the Authority's "Science Lab Initiative and Accelerated Repair Program Owner's Project Manager and Designer Assignment Procedure." The District shall not contract with any new Designer other than a Designer assigned by the Authority to the Project. The District shall also use the Authority's standard Contract for Designer Services as it has been specifically revised by the Authority for the Accelerated Repair Program.

3.18 The District shall not change the Contractor without first giving prior written notice to the Authority of the District's intent to make such a change in accordance with the provisions of 963 CMR 2.12. As part of its written notice to the Authority, the District shall provide a statement of reasons for the proposed change and an explanation of the impact of the change on the Project. The District shall comply with all applicable provisions of law in selecting or otherwise allowing a new Contractor to take over the Project and the District shall provide written notice to the Authority identifying the new Contractor and describing the process by which the new Contractor was selected for or otherwise took over the Project.

3.19 By no later than ten (10) days after the Effective Date, the District shall certify to the Authority in writing that it has delivered this Project Funding Agreement to the Designer, Owner's Project Manager, and Contractor hired, or otherwise assigned to the Project, by the Authority and/or the District and shall provide the Authority with copies of the transmittal letters and any documents evidencing such delivery. In the event that the Owner's Project Manager, Designer, or Contractor is assigned by the Authority or hired by the District after the Effective Date, the District shall deliver this Project Funding Agreement to said Owner's Project Manager, Designer, or Contractor within ten (10) days after the effective date of hire or assignment.

3.20 With respect to all actions taken in relation to the Project, the District and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the Owner's Project Manager, Designer, Contractor, and all Vendors requiring them to observe and obey all federal, state and local laws, regulations, ordinances, codes, statutes, orders, and directives and any other applicable provisions of law.

3.21 The District shall require the Contractor to indemnify the Authority and comply with the indemnification requirements set forth in Section 16 of this Project Funding Agreement. Within sixty (60) days after the Effective Date, the District shall provide the Authority with written documentation evidencing such indemnification of the Authority, unless otherwise agreed in writing by the Authority. In the event that the Contractor is hired or assigned by the District after the Effective Date, the District shall provide such written documentation evidencing such indemnification within ten (10) days after the effective date of hire or assignment. In the event that the District does not obtain indemnification of the Authority from the Contractor within these deadlines, the Authority may terminate this Project Funding Agreement.

3.22 The District shall furnish to the Authority such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Authority to ensure that the terms of this Project Funding Agreement are being observed and performed in all respects, and that the Project is progressing satisfactorily as planned in strict compliance with all applicable federal, state, and local laws, regulations, ordinances, codes, statutes, orders, and directives and any other applicable provisions of law.

3.23 During the course of the Project, the District shall submit to the Authority a list of all proposed changes (in the form of a Potential Change Order log, so-called) and all actual changes, amendments, addenda to the Construction Contract Documents, the Owner-Designer contract, and the Owner-OPM contract. The District shall submit all executed change orders, extra work orders, or modifications to the Project to the Authority for the Authority to consider whether the costs associated with such change orders, extra work orders, or modifications are eligible for reimbursement by the Authority pursuant to this Project Funding Agreement. The District hereby acknowledges and agrees that the Authority's review of the proposed change orders, change orders, and amendments shall be limited to whether the change order or amendment may be eligible for reimbursement pursuant to this Agreement and the Authority's regulations, policies, and guidelines. The District must independently determine whether the proposed change order or amendment is reasonable and necessary for the Project. Nothing stated herein shall relieve the District of its obligation to comply with all applicable law related to the processing of change orders and amendments by the District.

3.24 The District shall undertake all reasonable efforts to ensure that the Contractor and Subcontractors obtain all Project Permits and shall certify to the Authority in writing that the Contractor and Subcontractors have obtained such Project Permits within fifteen (15) days after the Project Permits have been obtained. With respect to any of the Project Permits that are required by law to be recorded or filed with any government office, the same shall be duly recorded and filed in accordance with all applicable requirements. The Authority shall have the right to request copies of Project Permits at any time, and the District shall make available any Project Permits requested by the Authority.

3.25 Prior to receiving final payment from the Authority, the District shall have obtained all required inspections and approvals of the Project that are required by law or otherwise required by the Authority.

3.26 The District hereby acknowledges and agrees that the Authority may engage an independent party, not affiliated or associated with the Owner's Project Manager, Designer, or Contractor, to provide commissioning services with the intent of achieving, verifying and documenting the performance of building systems in accordance with the design intent and the functional and operational needs of the District (hereinafter "Commissioning Consultant"). The District agrees that it shall fully cooperate with and accommodate the commissioning efforts undertaken by the Authority and the Commissioning Consultant and shall require the Owner's Project Manager, Designer, and Contractor to provide the same level of cooperation and accommodation. The District further agrees to allow adequate time within its Project Schedule to allow the Authority's Commissioning Consultant to perform its work, and the Authority shall not be responsible for any delays that may result from the Commissioning Consultant's work.

3.27 Within ninety (90) days after the District approves final payment to the Contractor for the Project, or provides such other appropriate documentation, as reasonably determined by the Authority, indicating that the construction of the Project is one hundred percent (100%) complete, the District shall submit to the Authority a Final Request and Certificate for Reimbursement and an accounting of the total final Project costs in a form prescribed by or otherwise acceptable to the Authority.

3.28 The District hereby agrees that, upon completion of the Project, the Assisted Facility shall have an anticipated useful life of at least 50 years as a public school or that the Project will

materially extend the useful life of the School and preserve an asset that otherwise is capable of supporting the required Educational Program.

3.29 The District hereby acknowledges and agrees that neither the District nor any of its employees, officials or agents shall submit any false or intentionally misleading information or documentation to the Authority in connection with this Project Funding Agreement, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Project Funding Agreement and shall be cause for the Authority to revoke any and all payments otherwise due to the District, to recover any previous payments made to the District, and/or make the District ineligible for any further funding from the Authority. The District hereby further agrees that it shall have a continuing obligation to update and notify the Authority in writing when it knows or has any reason to know that any information or documentation submitted to the Authority contains false, misleading or incorrect information.

3.30 The District hereby acknowledges and agrees that the Authority shall bear no responsibility, cost or liability for the results of any study, environmental assessment, geotechnical site testing, including but not limited to, site remediation, clean-up, or other site remediation services.

3.31 The District hereby acknowledges and agrees that the requirements set forth in the Agreement are intended solely for the benefit and protection of the Authority as the grantor of Project funding. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the District regarding legal or contractual requirements or best practices for the Project. It is solely the obligation of the District to determine and comply with all legal requirements applicable to the Project and to determine and enforce any necessary contractual requirements and obligations of its Designer, Owner's Project Manager, and Contractor.

3.32 The District shall not issue the Notice to Proceed prior to the Effective Date unless otherwise agreed to in writing by the Authority.

3.33 The District shall use its best efforts to monitor the performance of the Owner's Project Manager, Designer, Contractor, and Vendors and shall use its best efforts to enforce the provisions of the District's contracts with each of them.

3.34 The District shall not combine, consolidate, or conjoin in any way the procurement, pre-qualification or selection of a Contractor, Subcontractor, consultant, or vendor for the Project with the procurement, pre-qualification or selection of a Contractor, Subcontractor, consultant or vendor for any other construction, repair or renovation project without the express prior written approval of a duly authorized representative of the Authority. Any costs incurred by the District that relate to, or arise out of, the use of a combined, consolidated or conjoined procurement, pre-qualification or selection process as proscribed above, including, but not limited to, the preparation of bid documents, requests for services, and requests for qualifications, without the express prior written approval of a duly authorized representative of the Authority shall not be eligible for reimbursement.

3.35 Specifications for Construction Contract Documents shall comply with, among other things, the provisions of G.L. c. 30, §39M(b). If the District intends to include specifications that are written for less than full competition for one or more items of material furnished under the Construction Contract Documents (so-called "proprietary specifications") as described in

G.L. c. 30, §39M(b), the District shall provide to the Designer for inclusion with the Designer's Construction Documents submittals to the Authority the supporting documentation required by G.L. c. 30, §39M(b). Upon request by the Authority, the District shall submit to the Authority all documentation required by G.L. c. 30, §39M(b) and any additional documentation or certifications that the Authority may require. If the District fails to comply with the provisions of G.L. c. 30, §39M(b) or this paragraph, the Authority may deem ineligible some or all of the costs related to such proprietary specifications.

#### **SECTION 4 REPRESENTATIONS AND WARRANTIES**

The District and the undersigned, for themselves and for the District, hereby warrant and represent that each of the following statements is true, correct and complete:

4.1 The District is validly organized and existing under and by virtue of the laws of the Commonwealth, has full power and authority to own its properties and carry on its business as now conducted, and has full power and authority to execute, deliver and perform its obligations under this Project Funding Agreement.

4.2 The District is duly authorized and has taken all necessary steps to authorize the execution and delivery of this Project Funding Agreement and to perform and consummate all transactions contemplated by this Project Funding Agreement. The undersigned have been duly authorized in accordance with law to execute and deliver this Project Funding Agreement on behalf of the District. This Project Funding Agreement and its execution by the undersigned does not and will not, to any material extent, conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

4.3 The District has all requisite legal power and authority to own, or to control in accordance with the provisions of 963 CMR 2.05(1), and to operate the Assisted Facility and Project Site for the useful life of the Assisted Facility.

4.4 The District holds fee simple title, or, in the alternative, a lease in accordance with the provisions of 963 CMR 2.05(1), to the Assisted Facility and the Project Site and any easements and rights-of-way, necessary to ensure the undisturbed use and possession of the Assisted Facility and Project Site.

4.5 No information furnished by or on behalf of the District to the Authority in this Project Funding Agreement, including all Exhibits attached hereto, the Feasibility Study Agreement, the Initial Compliance Certification, or any other document, certificate or written statement furnished to the Authority in connection with the Statement of Interest or Project contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained in this Agreement or in the aforementioned documents not misleading in light of the circumstances in which the same were made.

4.6 The District has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the Project, in accordance with formats prescribed by or otherwise acceptable to the Authority, and has taken all actions necessary or required by law to enable it to enter into this Project Funding Agreement and to fund and perform its obligations hereunder in accordance with

the Authority's policies and standards. This Project Funding Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws heretofore or hereafter enacted and general equity principles.

4.7 The District has read and fully understands, and shall remain in compliance with Chapter 70B; Chapter 208 and 210 of the Acts of 2004; 963 CMR 2.00 *et seq.*, and all other applicable rules, regulations, policies, guidelines approvals, directives, and procedures of the Authority.

4.9 The District has read and fully understands the provisions of 963 CMR 2.04 and warrants and represents that the Project has been designed and constructed in accordance with the requirements and standards set forth in 963 CMR 2.04.

4.10 The District has read and fully understands the provisions of 963 CMR 2.16 and understands that certain costs and expenses incurred by the District in connection with the Project shall not be eligible for reimbursement by the Authority, including, but not limited to, those items listed in 963 CMR 2.16.

4.11 The District has read and fully understands the provisions of 963 CMR 2.16(4) and has a record keeping system in place to file, track, and retain all records related to the Project for as long as the Assisted Facility is in service as a public school or remains under the ownership of the District.

4.12 The Project has successfully undergone review, or shall have successfully undergone review prior to the solicitation of construction bids, by any departments or agencies of the Commonwealth required by law to review such projects, including, but not limited to, the Massachusetts Historical Commission, the Massachusetts Commission Against Discrimination, the Secretary of Environmental Affairs, and the Architectural Access Board in accordance with all applicable laws and regulations and the District has provided, or shall have provided prior to the solicitation of construction bids, any written documentation evidencing such reviews to the Authority.

4.13 No litigation before or by any court, public board or body is pending against either the District or the Authority seeking to restrain or enjoin the execution and delivery of this Project Funding Agreement or the construction or operation of the Project, or contesting or affecting the validity of this Project Funding Agreement or the power of the District to pay its share of the Project.

4.14 The District has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all District employees, agents, consultants and representatives and the Owner's Project Manager, Designer, Contractor and Vendors working on or for the Project are in compliance with M.G.L. c. 268A to the extent that it is applicable.

4.15 The District meets all of the applicable requirements of M.G.L. c. 7, § 38A ½; c. 30 (sections 39F, 39J, 39K, 39N, 39O, 39P and 39R); c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR 2.00 *et seq.* ; and all other applicable provisions of federal, state, and local law, and has implemented policies and procedures to ensure that all District employees, agents, consultants and representatives and the Owner's Project Manager, Designer, Contractor, and Vendors working on or for the Project are in compliance with the applicable requirements of M.G.L. c. 7, § 38A ½; c. 30

(sections 39F, 39J, 39K, 39N, 39O, 39P and 39R); c. 70B; c. 149; chapter 193 of the Acts of 2004; 963 CMR 2.00 *et seq.*; and all other applicable provisions of federal, state, and local law.

4.16 The District has implemented policies and procedures to prevent and eliminate fraud, waste and abuse of public funds in connection with the Project.

4.17 The District has submitted all audit materials requested by the Authority in connection with any project for which the District has received or anticipates receiving funding from the Authority.

4.18 The District has submitted to the Authority a completed electronic payments form, as prescribed by the Authority and attached hereto as **Exhibit "J"**, in accordance with the instructions stated on the form.

4.19 In each fiscal year since fiscal year 1999, the District has spent at least 50% of the sum of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 for those purposes.

4.20 All meetings of all public bodies in the District that relate in any way to the Project, including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

## SECTION 5 DISBURSEMENT OF TOTAL FACILITIES GRANT

Subject to the terms and conditions of this Project Funding Agreement, the Authority shall disburse Total Facilities Grant funds to the District in accordance with and subject to the following:

5.1 (a.) Using the Authority's Pro-Pay system, the District shall submit requests for reimbursement to the Authority on a Monthly basis in a format and manner prescribed by the Authority; provided, however, that the District shall not make any requests for reimbursement that total less than \$50,000. If the total value of a request for reimbursement is less than \$50,000, the District shall hold that request until such time as it can meet the \$50,000 threshold. Each request for reimbursement shall be approved locally by a duly authorized representative of the District, shall be in a form prescribed by or otherwise acceptable to the Authority, and shall include, in reasonable detail: (1) the amount of reimbursement requested, (2) the nature of the materials, property, or services received, (3) the total value of the work performed and materials furnished by each of the Designer, Contractor, Owner's Project Manager, and each Vendor to date, (4) the value of the work completed during the reimbursement period, and (5) the percentage of completion to date for each line item of work.

(b.) Each request for reimbursement submitted by the District shall be accompanied by (1) the invoices for each of the amounts requisitioned, (2) proof of payment by the District, and (3) any other supporting documentation and information substantiating the District's request for reimbursement, as the Authority may request, in a form satisfactory to the Authority.

(c.) Each request for reimbursement shall include a written certification signed by a duly authorized representative of the District stating that: (1) such request for reimbursement is solely



for costs incurred by the District in connection with the Project, (2) the obligations itemized in the request for reimbursement have not been the basis for a prior request for reimbursement submitted by the District that has been paid or rejected by the Authority, unless otherwise directed by the Authority, (3) the request for reimbursement is for work actually and properly performed or for materials or property properly identified in the request for reimbursement as not incorporated in the work but delivered and suitably stored at the Project Site, (4) the request for reimbursement properly identifies materials or property approved for payment by the District as stored off the Project Site, with all costs of storage, insurance, perpetual inventory, monthly inspection and any maintenance requirement borne by the Contractor, and that the District has received the necessary proof of insurance and titles to the materials or property prior to payment to the Contractor, (5) the District has not received and is not expecting to receive any rebates, monetary settlements, grants, monetary donations, surety bond payments, insurance proceeds, or any other funding from a third party, other than the Authority, in connection with the Project that is the subject of the request for reimbursement, (6) the request for reimbursement is for costs that already have been duly paid by the District, and (7) the request for reimbursement is within the Total Project Budget approved by the Authority.

(d.) After receipt from the District of a timely and properly submitted request for reimbursement, the Authority shall make a reasonable effort to reimburse the District for the Authority's share of eligible Project costs, subject to the terms and conditions of this Project Funding Agreement within 15 days of receiving such request for reimbursement. The District hereby acknowledges and agrees that the amount of eligible Project costs reimbursed by the Authority may be subject to change depending on the results of an audit conducted by the Authority pursuant to Sections 5 and 6 of this Project Funding Agreement.

5.2 The Authority may review and perform a preliminary audit on each request for reimbursement submitted pursuant to this Section 5 to ensure that only eligible, approved costs of the Project are reimbursed by the Authority. In the event that the Authority determines that an item contained in a request for reimbursement submitted by the District is not eligible for reimbursement by the Authority, the Authority shall adjust a pending or a subsequent reimbursement to the District to account for the ineligible costs. The District hereby acknowledges and agrees that each audit conducted pursuant to this Section 5 is preliminary, and the Authority may further adjust and alter the results of a preliminary audit after conducting subsequent audits or the final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

5.3 Notwithstanding any other provisions of this Project Funding Agreement to the contrary, in no event shall disbursements of the Total Facilities Grant by the Authority exceed, in the aggregate, ninety-five percent (95%) of the Total Facilities Grant described in Section 2 of this Project Funding Agreement, unless the District has filed a Final Request and Certificate for Reimbursement and the Authority has completed a final project cost audit of the Project pursuant to Section 6 of this Project Funding Agreement.

## SECTION 6 FINAL PROJECT COST AUDIT

6.1 Upon the filing of a Final Request and Certificate for Reimbursement with the Authority or at a time determined by the Authority, the Authority shall conduct a final, close-out project cost audit of the Project, including a review of all requests for reimbursement and other documentation submitted to the Authority during the course of the Project, any other documents or materials that

the Authority may request, and an inspection of the Project, to determine the final Total Facilities Grant. The District hereby agrees and acknowledges that the Contractor's, Owner's Project Manager's and Designer's records shall be subject to audit by the Authority and such records shall include, but not be limited to, to the extent applicable, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders, bid tabulations, etc.), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), backcharge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other Contractor records which may have a bearing on matters of interest to the Authority in connection with the Contractor's work for the District. All of the foregoing shall be open to inspection and subject to audit and/or reproduction by the Authority and/or its agent and/or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Contractor compliance with all requirements of the Construction Contract Documents, and (b) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

6.2 Other specific records subject to audit by the Authority shall include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, correspondence, electronic mail, invoices, notes, daily diaries, photographs, videos, meeting minutes, field reports, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may in the Authority's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any District documents, Designer documents, Owner's Project Manager documents, Vendor documents or Construction Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. In those situations where said records have been generated from computerized data (whether mainframe, mini-computer, PC based or other computer systems), the District agrees to provide the Authority with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

6.3 Upon satisfactory completion of the final project cost audit, as reasonably determined by the Authority, the Authority shall send an audit report and acceptance form and release to the District and, subject to the execution of the acceptance form and release by the District, make a final payment of the Total Facilities Grant to the District, less all adjustments for ineligible Project costs and any other adjustments that the Authority reasonably determines as necessary.

6.4 Notwithstanding any provisions in this Project Funding Agreement to the contrary, the ninetieth (90<sup>th</sup>) day after the District approves final payment to the Contractor for the Project or the ninetieth (90<sup>th</sup>) day after the District provides sufficient documentation, as reasonably determined by the Authority, indicating that the construction of the Project is approximately one-hundred percent (100%) complete or such other time, as the Authority may determine in its sole discretion, shall be the final cut-off date for incurring Project costs that may be eligible for reimbursement by the Authority.

## SECTION 7 OWNER'S PROJECT MANAGER

7.1 The District shall neither change nor permit a change of the Owner's Project Manager or any of its key personnel or sub-consultants without the prior written approval of the Authority in accordance with 963 CMR 2.11 and the Authority's requirements for the "Science Lab Initiative and Accelerated Repair Program Owner's Project Manager and Designer Assignment Procedure." If there is any change or proposed change in the Owner's Project Manager or any of its key personnel or subconsultants, the District shall give a written notice to the Authority that shall include a statement of reasons for the change or the proposed change and an explanation of the impact of the change or the proposed change on the Project. If the Authority determines, in its sole discretion, that a change of the Owner's Project Manager is necessary, the Authority shall assign a new Owner's Project Manager from the Authority's pre-selected pool of Owner's Project Managers for the Accelerated Repair Program in accordance with the procedures described in "Science Lab Initiative and Accelerated Repair Program Owner's Project Manager and Designer Assignment Procedure." The District shall not contract with any new Owner's Project Manager other than an Owner's Project Manager assigned by the Authority to the Project. The District shall also use the Authority's standard Contract for Project Management Services as it has been specifically revised by the Authority for the Accelerated Repair Program.

7.2 The District shall make all reasonable efforts to ensure that the Owner's Project Manager complies with all provisions of any contract between the District and the Owner's Project Manager and shall use its best efforts to enforce its rights thereunder.

7.3 If the Authority determines (1) that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq* and any policies, approvals, directives and guidelines of the Authority, or (2) that the District, knowing or having reason to know that the Owner's Project Manager is not performing its obligations in accordance with the provisions of the Owner-Owner's Project Manager contract, Chapter 70B, Chapters 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any policies, approvals, directives and guidelines of the Authority, has failed to use its best efforts to enforce its rights under the Owner-Owner's Project Manager Contract, or (3) if the District fails to perform its obligations under any provisions of this Project Funding Agreement that relate to services of the Owner's Project Manager, the Authority reserves the right to withhold payments to the District, to recoup payments already made to the District, and/or to set off against payments due to the District, any otherwise eligible costs, as determined by the Authority, that relate to reimbursement to the District for Owner's Project Manager services

7.4 The District hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager assigned to the Project by the Authority and contracted by the District and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall

not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Project.

## **SECTION 8 DUTY TO BUILD, MAINTAIN AND OPERATE**

8.1 The District hereby acknowledges and agrees that, in the event that the District does not complete the Project or otherwise fails to operate and maintain the Assisted Facility as a public school in substantial compliance with the District's educational program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, the District shall reimburse the Authority the full amount of any and all funds received from the Authority in connection with the Project.

8.2 The District shall maintain the Assisted Facility as a public school in substantial compliance with the District's educational program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq.*, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies, and guidelines of the Authority, unless otherwise agreed to in writing by the Authority. In the event that the District knows or has reason to know that the Assisted Facility is no longer operated and maintained as a public school in substantial compliance with the District's educational program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, and 963 CMR 2.00 *et seq.*, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.* and any rules, regulations, policies and guidelines of the Authority, the District shall give written notice thereof to the Authority.

8.3 The District shall maintain the Assisted Facility in a good, safe, and habitable condition in all respects and in full compliance with all applicable laws, by-laws, ordinances, codes, covenants, and rules and regulations set forth by any government authority with jurisdiction over matters concerning the condition and the use of the Assisted Facility.

## **SECTION 9 INSURANCE**

9.1 The District shall obtain and maintain all insurance required by law and such other insurance in such types and in such amounts as the Authority may require from time to time.

9.1.1 During the course of the Project, the District shall purchase and maintain, or shall cause the Contractor to purchase and maintain, at their own expense, coverage against loss or damage to the Project in an amount equivalent to the Total Project Budget at the sole expense of the District, Contractor, as the case may be. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake,

flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, testing and startup, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the Total Project Budget or \$10,000,000. The policy shall include transportation and coverage for delivered and/or stored materials designated to be incorporated into the Project. The policy shall include the Authority as a loss payee as its interests may appear. Coverage shall be maintained until final acceptance of the Project by the District and final payment has been made. The District (or Contractor, if coverage is purchased by Contractor) is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.

- 9.1.2 Following completion of the Project, the District shall, at its sole expense, purchase and maintain coverage against loss or damage to the Assisted Facility in an amount equivalent to the estimated full replacement cost of the Assisted Facility. Such coverage shall be written on an "all risks" basis or equivalent form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood (if the Project is not in an "A" or "V" flood zone), windstorm, falsework, mechanical and electrical breakdown, and boiler and machinery accidents, and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The limits for earthquake and flood shall be the lesser of the estimated full replacement cost of the Assisted Facility or \$10,000,000. The policy shall include the Authority as a loss payee as its interests may appear. The District is responsible for the payment of any and all deductibles, self-insured retentions or any portion thereof under the policy.
- 9.1.3 The District shall include the Authority as an additional insured in any commercial general liability policy held by the District for liability arising out of the Project.
- 9.1.4 The Authority shall not be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.
- 9.1.5 Upon request by the Authority, the District shall obtain and provide to the Authority originals of certificates of insurance evidencing the insurance coverage required by this section of the Project Funding Agreement.

9.2 The District shall require by contractual obligation, and shall also ensure by the exercise of due diligence, that each of any Owner's Project Manager, Designer, Contractor, or Vendor hired by the District in connection with the Project obtain and maintain all insurance coverage required by law and such other insurance coverage in such types and amounts as the Authority may require from time to time, including the insurance coverage required by this Project Funding Agreement and by any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Project Management Services and standard contract for Designer Services, as they have been specifically revised for the Accelerated Repair Program,. The insurance required by this Section shall be provided at the sole expense of the Owner's Project Manager, Designer, Contractor, and Vendors, as the case may be, and shall be in full force and effect for the full term of any contract between the District and said Owner's Project Manager, Designer, Contractor, and Vendors or for such longer period as the Authority may require, including any such longer period that may be required by this Project Funding Agreement (Accelerated Repair Program) v.03.19.2012

Funding Agreement or the standard contracts prescribed by the Authority and executed by the District.

9.3 The District shall include in the contract between the Owner and the Contractor, as the case may be, the standard language contained in **Exhibit G** regarding minimum insurance requirements for Contractors. The District may impose additional insurance requirements for either construction delivery method provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that the District shall give the Authority a written notice that clearly describes any such additional requirements. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary and should be included in the contract between the Owner and the Contractor.

9.4 The District shall obtain originals of certificates of insurance evidencing the insurance coverage that may be required by the Authority from time to time, including the insurance coverage required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Project Management Services and standard contract for Designer Services as they have been specifically revised for the Accelerated Repair Program, and any other contract between the District and the Owner's Project Manager, Designer, Contractor, or Vendors, simultaneously with the execution of said contracts or, in the event that said contracts have been executed prior to the date of this Project Funding Agreement, as soon as possible thereafter. Upon request of the Authority, the District shall submit such certificates of insurance to the Authority, showing each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The District shall require each of the Owner's Project Manager, Designer, Contractor, and Vendors to submit updated insurance certificates to the District prior to the expiration of any of the insurance policies or coverage referenced in this Section so that the District shall at all times possess certificates indicating current coverage.

9.5 The failure of the District to ensure that each of the Owner's Project Manager, Designer, Contractor, and Vendors obtain and maintain the insurance required by the Authority, this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor, or Vendors, or to provide the insurance certificates required by this Project Funding Agreement shall constitute a material breach of this Project Funding Agreement and shall be just cause for termination of this Project Funding Agreement.

9.6 The District shall, and shall require, as the case may be, its insurers and each of the Owner's Project Manager, Designer, Contractor, Vendors and their insurers to, give written notice to the Authority at least thirty days prior to the effective date of any termination, cancellation, or material modification of any insurance required by this Project Funding Agreement, any standard contracts that are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Project Management Services and standard contract for Designer Services, as they have been specifically revised for the Accelerated Repair Program, and any other contract between the District and the Owner's Project Manager, Designer, Contractor, or Vendors.

9.7 With respect to all policies of insurance required of the Owner's Project Manager, Designer, Contractor, and Vendors by this Project Funding Agreement, any standard contracts that

are prescribed by the Authority and executed by the District, including, but not limited to, the Authority's standard contract for Project Management Services and standard contract for Designer Services,, as they have been specifically revised for the Accelerated Repair Program, and any other contract between the District and the Owner's Project Manager, Designer, Contractor, and Vendors, the District shall ensure that neither the District nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

9.8 Insufficient insurance shall not release the Owner's Project Manager, Designer, Contractor, or Vendors from any liability for breach of their obligations under an agreement between the District and any of them.

9.9 All insurance policies required by this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District and any other contract between the District and the Owner's Project Manager, Designer, Contractor, or Vendors shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A-" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the District and the Authority.

9.10 The District shall take all reasonable steps designed to ensure that the Owner's Project Manager, Contractor, Designer, and Vendors each agree that they and their Subcontractors shall do no act, nor suffer any act to be done, which will vacate, void or impair the coverage of any insurance policies required under this Project Funding Agreement, any standard contract prescribed by the Authority and executed by the District or any other contract between the District and the Owner's Project Manager, Designer, Contractor, or Vendors.

9.11 The District shall, upon request by the Authority, produce copies of all policies of insurance maintained by the District, its Contractor, Owner's Project Manager, Designer and Vendors related to the Project, to the Authority.

## **SECTION 10**

### **COMPLIANCE WITH CONSTRUCTION CONTRACT DOCUMENTS, PROJECT PERMITS and OTHER APPLICABLE LAW**

10.1 The District shall be solely responsible to the Authority for the implementation and completion of the Project in accordance with the Construction Contract Documents and Project Permits, and for the economical and efficient operation and administration of the Project. In addition, notwithstanding any right of approval, review, or inspection held by the Authority in connection with this Project Funding Agreement, the District shall be fully and solely responsible for taking all reasonable actions designed to ensure that the Project complies with all applicable building codes, laws, rules and regulations.

10.2 The District shall be responsible for enforcing the provisions of the Construction Contract Documents and shall use its best efforts to ensure that the Contractor performs all of its contractual obligations thereunder in a satisfactory manner.

## **SECTION 11 DEFECTS**

11.1 The District shall use its best efforts to require the Contractor, at the Contractor's own cost and expense, to repair any defect in materials or workmanship in the Project or any portion of the Project that may develop during the applicable warranty period and the District shall, to the extent permitted by law, indemnify, defend and hold the Authority harmless from and against any loss, cost, liability or expense paid or incurred by the Authority (including all attorney's fees and other costs incurred by the Authority in the defense of any such action) with respect to any claim asserted against the Authority by any party with respect to any such defect, actual or alleged.

## **SECTION 12 ACCESS**

12.1 The District shall permit the Authority to have unrestricted access to the Project Site and the Assisted Facility at all reasonable times and shall allow the Authority to examine, inspect and copy all agreements, Construction Contract Documents, books, records, communications, and all other documents, materials and information related to the Project, for the purposes of, without limitation, determining compliance with this Project Funding Agreement, compliance with all other agreements related to the Project, and for assessing the progress of the Project.

12.2 The District shall promptly make available to the Authority any other documents or materials related to the Project, as the Authority may request from time to time.

## **SECTION 13 PRESENCE ON THE PREMISES OF THE ASSISTED FACILITY**

13.1 The District shall require each of the Owner's Project Manager, Designer, Contractor and Vendors, as the case may be, to agree that that all persons whose duties bring them upon the Project Site shall comply with the reasonable directions of the authorized officers and/or representatives of the District and the Owner's Project Manager.

13.2 In the event of a material accident of any kind related to the Project, the District shall immediately notify the Authority in writing. For purposes of this section, material accident shall mean an accident resulting in death, serious injury or a serious breach in the physical plant.

## **SECTION 14 RESTRICTION ON SALE, LEASE, or REMOVAL FROM SERVICE**

14.1 As a condition of the Authority providing a Total Facilities Grant to the District, the District agrees to maintain and operate the Assisted Facility as a public school facility consistent with its educational program and in accordance with the provisions of this Project Funding Agreement, Chapter 70B, Chapter 208 and 210 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and any rules, regulations, policies and guidelines of the Authority. In the event that the District wishes to sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus or otherwise dispose of an Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein, other than renting, licensing, leasing or otherwise allowing for a temporary or periodic community use of the Assisted Facility that does not interfere with or result in changes to the Educational Program, the District shall provide the Authority with a written notice of its intent to



sell, rent, lease, license, mortgage, donate, transfer control of, declare as surplus, or otherwise dispose of the Assisted Facility, or any portion of an Assisted Facility, or convey or terminate any interest therein, at least sixty (60) days prior to the effective date of any such proposed action, in accordance with the notice provisions of Section 17 of this Project Funding Agreement. The notice of intent to take any of the aforementioned actions shall include the current appraised value of the Assisted Facility and the maximum resale price on the basis of highest and best use of the facility. If the Authority disagrees with the current appraised value of the Assisted Facility, the Authority may obtain a second appraisal at its own expense, and the current appraised value shall be equal to the greater of the two appraisal amounts on the basis of highest and best use of the facility.

14.2 The provisions of Chapter 70B, § 15(a)-(c) shall apply to any sale, rental, lease or removal from service of the Assisted Facility, except for a rental or lease that is for a temporary or periodic community use. In the event that the District sells, rents, or leases the Assisted Facility, other than renting or leasing the Facility for a temporary or periodic community use, the Authority shall receive no less than its share, in proportion to its investment in the total Project cost, of the fair market value of the Assisted Facility, as determined by an appraisal conducted pursuant to Section 14.1 above.

#### **SECTION 15 NOTICE OF CLAIMS**

15.1 The District shall notify the Authority promptly in writing at the address and in the manner required by Section 17 of this Project Funding Agreement of any material claim or action brought against the District, Designer, Owner's Project Manager, Contractor, Vendors and/or any and all Sub-Contractors arising out of this Project Funding Agreement or the Project.

15.2 Neither the District nor any person or entity claiming by through or under it, shall file a civil action arising out of the provisions of this Project Funding Agreement against the Authority without first serving the Authority with a written notice stating the factual basis of its claims, the applicable provisions of the Project Funding Agreement that the claim is based upon, and the remedy that the District is seeking. No civil action arising out of the provisions of this Project Funding Agreement shall be filed by the District against the Authority until the expiration of sixty (60) days after the Authority has received the notice of claim required by this section.

#### **SECTION 16 INDEMNIFICATION**

16.1 To the fullest extent permitted by law, the District shall indemnify, defend, and hold harmless the Authority and its officers, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorneys fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Authority, its officers, agents or employees arising out of any activities undertaken by, for, or on behalf of the District in the implementation of this Project Funding Agreement or any activities, acts or omissions in relation to the Project, including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Project. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

16.2 To the fullest extent permitted by law, and unless otherwise agreed to in writing by the Authority, the District shall require the Contractor, as the case may be, to indemnify, defend, and hold harmless the Authority and its officers and employees as set forth below:

To the fullest extent permitted by law, the Contractor hereby agrees to indemnify, defend and hold harmless the Authority and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Authority arising out of or resulting from the performance or non-performance of the work performed by the Contractor and subcontractors, provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are alleged to be caused in whole, or in part, by an act or omission of any of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**SECTION 17  
NOTICE**

17.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee (a) in-hand (b) by certified mail, postage prepaid, return receipt requested; (c) by electronic mail; or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Authority:

Massachusetts School Building Authority  
40 Broad Street, Suite 500  
Boston, MA 02109  
Attention: Director of Capital Planning  
Facsimile

If to the District:

Town of Medway  
155 Village Street  
Medway, MA 02053

Attention: Chair, Board of Selectmen

Facsimile: 508-321-4988

or to such other address or addressee as the District and the Authority may from time to time specify in writing. Any notice shall be effective only upon receipt, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by a confirmation slip that bears the time and date of receipt.

## **SECTION 18 AMENDMENTS**

18.1 This Project Funding Agreement may be amended only through a written amendment signed by duly authorized representatives of the District and the Authority.

## **SECTION 19 ADDITIONAL PROVISIONS**

19.1 All certifications, filings, and submissions to the Authority required by this Project Funding Agreement shall contain a statement, signed by a duly authorized representative of the District, that such certification, filing, or submission is true, complete and accurate, to the best of the District's knowledge.

19.2 No member or employee of the Authority shall be held personally or contractually liable by or to the District under any provision of this Project Funding Agreement, because of any breach of this Project Funding Agreement, or because of its execution or attempted execution.

19.3 The District shall neither assign any interest, in whole or in part, in this Project Funding Agreement, nor transfer any interest in same, whether by assignment or novation, without the prior written approval of the Authority.

19.4 Nothing in this Project Funding Agreement shall be construed as creating a duty or obligation on the part of the Authority to oversee or monitor the performance of the Designer, Contractor, Owner's Project Manager or other Project participants. The Authority shall not be responsible for, among other things, the design of the Project, architectural plans, construction means, methods, techniques, sequences or procedures, quality control or construction safety, or compliance with the Construction Contract Documents, Project Permits or any applicable provisions of law, which shall be and remain the sole responsibility of the District and its Designer, Contractor, Owner's Project Manager and Vendors, as the case may be.

## **SECTION 20 GOVERNING LAW, VENUE, AMENDMENT and SEVERABILITY**

20.1 This Project Funding Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Project Funding Agreement; otherwise, this Project Funding Agreement shall be construed as though such provision(s) had never been made a part hereof.

20.2 Any civil action brought against the Authority by the District, or any person or entity claiming by through or under it, that arises out of the provisions of this Project Funding Agreement, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The District, for

itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The District for itself and for any person or entity claiming by through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Authority that may arise out of the provisions of this Project Funding Agreement.

20.3 This Project Funding Agreement and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the District and a duly authorized representative of the Authority. The undersigned, who are signing on behalf of the District, hereby warrant and represent that they possess the full legal authority to execute this Project Funding Agreement on behalf of the District and to bind the District to its terms and conditions. In the event that the Authority determines that the undersigned are not duly authorized to execute this Project Funding Agreement and to bind the District, the Authority may, in its sole discretion, take whatever action it deems necessary to terminate this Project Funding Agreement, to suspend or terminate payments to the District and to recover any funds disbursed to the District. Any rights and remedies available to the Authority under the provisions of this Project Funding Agreement shall be in addition to any other rights and remedies provided by law.

## **SECTION 21 WAIVERS**

21.1 The terms, conditions, covenants, duties and obligations contained in this Project Funding Agreement may be waived only by written agreement executed by duly authorized representatives of the District and the Authority. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Project Funding Agreement. Forbearance or indulgence in any form or manner by either Party to this Project Funding Agreement shall not be construed as a waiver, nor in any way limit the remedies available to that party.

21.2 The Authority's payment(s) to the District under this Project Funding Agreement or its review, approval, or acceptance of any actions by the District under this Project Funding Agreement shall not operate as a waiver of any rights or remedies available to the Authority under this Project Funding Agreement or as otherwise provided by law and the District shall remain liable to the Authority for all damages incurred by the Authority arising out of the District's failure to perform in accordance with the terms and conditions of this Project Funding Agreement.

## **SECTION 22 DEFAULTS AND REMEDIES**

22.1 The occurrence of any of the following events shall constitute, and is herein defined to be, an Event of Default under this Project Funding Agreement:

(a.) If the District shall fail to perform or observe any covenant, agreement, term or condition on its part provided in this Project Funding Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof shall be given to the District by the Authority; provided that, if such failure cannot be remedied within such thirty (30) day period, it

shall not constitute an Event of Default hereunder if corrective action satisfactory to the Authority, as determined by the Authority, in writing, is instituted by the District within such period and diligently pursued until the failure is remedied;

(b.) If any representation or warranty made by the District in this Project Funding Agreement shall prove to have been incorrect, false, or to be misleading in any material respect;

22.2 If any Event of Default hereunder shall occur and be continuing, the Authority may proceed to protect its rights under this Project Funding Agreement, and may: (a) terminate this Project Funding Agreement, (b) permanently withhold or temporarily suspend payment of the Total Facilities Grant to the District, (c) recover any payments of the Total Facilities Grant previously made to the District, and/or (d) may exercise any other right or remedy upon such default as may be granted to the Authority under this Project Funding Agreement or under any other applicable provision of law.

22.3 No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient.

22.4 The rights and remedies conferred upon or reserved to the Authority under this Project Funding Agreement are not intended to be exclusive and every such right or remedy shall be cumulative and shall be in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim either during or after performance of this Project Funding Agreement.

### **SECTION 23 TERMINATION**

23.1 This Project Funding Agreement may be terminated by the Authority if an Event of Default shall have occurred as provided in Section 22. Notice of such termination shall be in writing and shall be effective immediately upon service of the notice in the manner provided in Section 17. Upon five (5) days written notice, this Project Funding Agreement may be terminated by the Authority in the event of any action constituting fraud, malfeasance, or illegal activity committed in connection with the Project by the District or any of the District's employees, or, where the District knew or should have known, by the Architect, Owner's Project Manager, Contractors, or Vendors.

23.2 This Agreement may be terminated by mutual written agreement of the Parties.

### **SECTION 24 PUBLIC RECOGNITION OF THE AUTHORITY'S PARTICIPATION**

24.1 The District shall erect a project identification sign on the construction site during the period of construction of the Project in accordance with the provisions of 963 CMR 2.04(1)(g).

IN WITNESS WHEREOF, the Authority and the District have caused this Project Funding Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_ in the year 2015.

**MSBA Project No.: 201401770013**  
**District: Medway**

**THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY**  
**BY:**

\_\_\_\_\_  
John K. McCarthy  
Executive Director

**TOWN OF MEDWAY**  
**BY:**

\_\_\_\_\_  
\_\_\_\_\_  
Name (Type/Print)

\_\_\_\_\_  
Title/Office (Type/Print)

**Total Project Budget**

**Town of Medway  
John D. McGovern School**

1/7/2015

<b>Total Project Budget: All costs associated with the project are subject to 863 CMR 2.16(5)</b>	<b>Estimated Budget</b>	<b>Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible</b>	<b>Basis of Estimated Total Facilities Grant<sup>1</sup></b>	<b>Estimated Maximum Total Facilities Grant<sup>1</sup></b>
<b>Feasibility Study Agreement</b>				
OPM Feasibility Study	\$8,000	\$0	\$8,000	
A&E Feasibility Study	\$29,500	\$0	\$29,500	
Env. & Site	\$0	\$0	\$0	
Other	\$0	\$0	\$0	
<b>Feasibility Study Agreement Subtotal</b>	<b>\$37,500</b>	<b>\$0</b>	<b>\$37,500</b>	<b>\$18,810</b>
<b>Administration</b>				
Legal Fees	\$0	\$0	\$0	\$0
Owner's Project Manager				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$10,164	\$0	\$10,164	
Bidding	\$3,849	\$0	\$3,849	
Construction Contract Administration	\$119,478	\$0	\$119,478	
Closeout	\$13,732	\$0	\$13,732	
Extra Services	\$3,000	\$0	\$3,000	
Reimbursable & Other Services	\$0	\$0	\$0	
Cost Estimates	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Permitting	\$0	\$0	\$0	
Owner's Insurance	\$0	\$0	\$0	
Other Administrative Costs	\$0	\$0	\$0	
<b>Administration Subtotal</b>	<b>\$150,221</b>	<b>\$0</b>	<b>\$150,221</b>	<b>\$75,351</b>
<b>Architectural and Engineering</b>				
<b>Basic Services</b>				
Design Development	\$0	\$0	\$0	
Construction Contract Documents	\$38,750	\$0	\$38,750	
Bidding	\$4,250	\$0	\$4,250	
Construction Contract Administration	\$23,000	\$0	\$23,000	
Closeout	\$3,500	\$0	\$3,500	
Other Basic Services	\$0	\$0	\$0	
<b>Basic Services Subtotal</b>	<b>\$69,500</b>	<b>\$0</b>	<b>\$69,500</b>	
<b>Reimbursable Services</b>				
Construction Testing	\$4,000	\$0	\$4,000	
Printing (over minimum)	\$5,000	\$0	\$5,000	
Other Reimbursable Costs	\$5,775	\$0	\$5,775	
Hazardous Materials	\$19,385	\$0	\$19,385	
Geotech & Geo-Env.	\$0	\$0	\$0	
Site Survey	\$0	\$0	\$0	
Wetlands	\$0	\$0	\$0	
Traffic Studies	\$0	\$0	\$0	
<b>Architectural/Engineering Subtotal</b>	<b>\$103,680</b>	<b>\$0</b>	<b>\$103,680</b>	<b>\$51,898</b>
<b>CM &amp; Risk Preconstruction Services</b>				
Pre-Construction Services	\$0	\$0	\$0	\$0
Site Acquisition				
Land/Building Purchase	\$0	\$0	\$0	
Appraisal Fees	\$0	\$0	\$0	
Recording fees	\$0	\$0	\$0	
<b>Site Acquisition Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Construction Costs</b>				
Construction Budget	\$0	\$0	\$0	
GMP Fee	\$0	\$0	\$0	
GMP Insurance	\$0	\$0	\$0	
GMP Contingency	\$0	\$0	\$0	
Division 1 - General Requirements	\$161,825	\$0	\$161,825	
Division 2 - Existing Conditions	\$91,950	\$0	\$91,950	
Division 3 - Concrete	\$0	\$0	\$0	
Division 4 - Masonry	\$0	\$0	\$0	
Division 5 - Metals	\$0	\$0	\$0	
Division 6 - Woods, Plastics and Composites	\$60,000	\$0	\$60,000	
Division 7 - Thermal and Moisture Protection	\$58,500	\$0	\$58,500	
Division 8 - Openings	\$481,650	\$1,000	\$480,650	
Division 9 - Finishes	\$20,750	\$0	\$20,750	
Division 10 - Specialties	\$0	\$0	\$0	
Division 11 - Equipment	\$0	\$0	\$0	
Division 12 - Furnishings	\$0	\$0	\$0	
Division 13 - Special Construction	\$0	\$0	\$0	
Division 14 - Conveying Systems	\$0	\$0	\$0	
Division 21 - Fire Suppression	\$0	\$0	\$0	
Division 22 - Plumbing	\$0	\$0	\$0	
Division 23 - HVAC	\$0	\$0	\$0	
Division 25 - Integrated Automation	\$0	\$0	\$0	
Division 26 - Electrical	\$0	\$0	\$0	
Division 27 - Communications	\$0	\$0	\$0	
Division 28 - Electronic Safety and Security	\$0	\$0	\$0	
Division 31 - Earthwork	\$0	\$0	\$0	
Division 32 - Exterior Improvements	\$0	\$0	\$0	
Division 33 - Utilities	\$0	\$0	\$0	
<b>Construction Budget</b>	<b>\$894,678</b>	<b>\$1,000</b>	<b>\$893,678</b>	<b>\$448,267</b>
<b>Alternates</b>				
	\$0	\$0	\$0	
	\$0	\$0	\$0	
	\$0	\$0	\$0	
<b>Alternates Subtotal<sup>2</sup></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Miscellaneous Project Costs</b>				
Utility company Fees	\$0	\$0	\$0	
Testing Services	\$0	\$0	\$0	
Swing Space/Modulars	\$0	\$0	\$0	
Other Project Costs (Mailing & Moving)	\$0	\$0	\$0	
<b>Misc. Project Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Total Project Budget**

Town of Medway  
John D. McGovern School

1/7/2015

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant <sup>1</sup>	Estimated Maximum Total Facilities Grant <sup>1</sup>
<b>Furnishings and Equipment</b>				
Furnishings	\$0	\$0	\$0	
Equipment	\$0	\$0	\$0	
Computer Equipment	\$0	\$0	\$0	
FF&E Subtotal	\$0	\$0	\$0	\$0
Soft Costs that exceed 20% of Const'n Cost		\$112,448	-\$112,448	
<b>Project Budget</b>	<b>\$1,186,056</b>	<b>\$113,448</b>	<b>\$1,072,610</b>	<b>\$538,021</b>

Board Authorization	
Project Budget	\$1,186,056
Scope Items Excluded or Otherwise Ineligible	-\$113,448
Third Party Funding (Ineligible)	\$0
Basis of Estimated Total Facilities Grant <sup>1</sup>	\$1,072,610
Reimbursement Rate	50.16%
Estimated Maximum Total Facilities Grant <sup>1</sup>	\$538,021

Total Construction Contingency <sup>2</sup>	\$53,681
Total Owner's Contingency <sup>2</sup>	\$11,861
Potentially Eligible Construction Contingency <sup>2</sup>	\$44,734
Potentially Eligible Owner's Contingency <sup>2</sup>	\$5,628
Total Potentially Eligible Contingency <sup>2</sup>	\$50,562
Reimbursement Rate	50.16%
Potential Additional Contingency Grant Funds <sup>2</sup>	\$25,362
Maximum Total Facilities Grant	\$563,383
Total Project Budget	\$1,251,598

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Town of Medway for the John D. McGovern School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

\_\_\_\_\_  
By:  
Title: Chair of School Building Committee  
Date: \_\_\_\_\_

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

\_\_\_\_\_  
By:  
Title: Superintendent of Schools  
Date: \_\_\_\_\_

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

\_\_\_\_\_  
By:  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

\_\_\_\_\_  
By:  
Title: Chair of School Committee  
Date: \_\_\_\_\_



**[Letterhead of Legal Counsel]  
Certification of Legal Counsel for the  
Town of Medway**

I, \_\_\_\_\_, duly appointed legal counsel for the Town, hereby certify that:

1. The following elected or appointed governmental officer(s) or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to execute and deliver the Project Funding Agreement (the "Agreement"), and any amendments thereto, for the John D. McGovern Elementary School Project (the "Project") between the Town and the Massachusetts School Building Authority on behalf of the Town and to bind the Town to its terms and conditions:

*[Please list Name(s), Title(s), and Contact Information for the authorized governmental officer or governmental body signing the Project Funding Agreement. If a vote is required to authorize the governmental officer or governmental body to sign the Project Funding Agreement, please note such requirements here and submit a copy of said vote to the MSBA.]*

2. The following elected or appointed governmental officer(s) or governmental body has the full legal authority under the laws of the Commonwealth of Massachusetts and all applicable local charters, ordinances and by-laws to make final, binding decisions with respect to the Project described in the Project Funding Agreement, and any amendments thereto, on behalf of the Town:

*[Please list Name, Title, and Contact Information for the governmental officer or governmental body who is authorized to make final, binding decisions with respect to the Proposed Project. If a vote is required to authorize the governmental officer or governmental body to make binding decisions with respect to the Proposed Project, please note such requirements here and submit a copy of said vote to the MSBA.]*

I hereby further certify that, to the best of my knowledge and belief, the above-listed certifications are true, complete and accurate.

IN WITNESS WHEREOF, signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Office/Title (Print or Type)

Banking Information Template

\_\_\_\_\_ District hereby instructs the Massachusetts School Building Authority make grant payments via electronic ACH directly to the following account:

**MSBA Project ID#\*:** \_\_\_\_\_

**\*All future project payments will be made to this account unless the MSBA receives specific instructions to distribute payments to a separate account for each project.**

District Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

District Telephone No.: \_\_\_\_\_

Banking Information for ACH Transactions

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Account No.: \_\_\_\_\_

Transit Number (ABA#): \_\_\_\_\_  
(Routing #)

Please return the completed form to Noelle Neumyer:

- via email at [Noelle.Neumyer@MassSchoolBuildings.org](mailto:Noelle.Neumyer@MassSchoolBuildings.org) , or fax at 617-720-5260

An acknowledgment of receipt of a new Banking Information Template will be sent to the Eligible Applicant, Treasurer or Business Manager, and District Contact listed on the form.

# **AGENDA**

## **ITEM #8**

### **Approval – One-Day Liquor License Application**

- a. Monique Mello – Thayer Homestead  
– May 10, 2015**

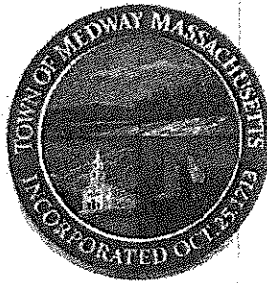
*Associated back up materials attached.*

- Mello application and Police Department recommendation

**Proposed motion:** I move that the Board approve a one-day wine and malt licenses for Ms. Mello for May 10, 2015 event at the Thayer Homestead with the proviso that all conditions set forth in Police Chief Tingley's approval letter of April 10, 2015 are met and certificate of insurance received.

**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 FAMILY GRADUATION / MOTHERS DAY

Name of Organization/Applicant MONIQUE MELLO

Address 88 BRADFORD LANE, ROCHESTER, MA

SS# or FID# \_\_\_\_\_

Phone (508) 965-3416 Fax ( ) \_\_\_\_\_ Email ~~ATA~~ bimello@melloccs.com

Non-Profit Organization Y  N   
Attach non-profit certificate of exemption

Event Location THAYER HOMESTEAD

Event Date MAY 10, 2015

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 4pm - 11pm

Is event open to the general public? Y  N

Estimated attendance 80

Will there be an age restriction? Y \_\_\_\_\_ N X

Minimum age allowed: \_\_\_\_\_

How, where and by whom will ID's be checked? Monique Mello

ALL ARE 21+ EXCEPT FOR A FEW SMALL CHILDREN

Is there a charge for the beverages? Y \_\_\_\_\_ N X

Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_

Attach Proof of Alcohol Server Training

N/A

Provisions for Security, Detail Officer N/A

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

Experience FORMER RESTAURANT OWNER

The following may be required:

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

Date of Application 4/9/15

Applicant's Signature Monique Mello

Applicant's Name Monique Mello

Address 88 BRADFORD LANE

Phone (508) 969 3416 Fax ( ) Email b.mello@mello.ccs.com

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, 2<sup>nd</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 10, 2015

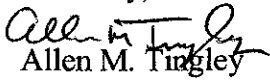
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Graduation Party/Mother's Day

I have reviewed the request from Monique Mello for a one day liquor license for a family graduation/mother's day party, to be held at the Thayer House, 2B Oak Street, on May 10, 2015. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages be purchased from a licensed alcohol wholesaler 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**

**Approval –**

### **Public Events Permits**

- a. Ride for Food – September 20, 2015**
- b. Medway Youth Football and Cheer –  
October 31, 2015**
- c. BRAKING AIDS Charity Bike Ride –  
September 25, 2015**

*Associated back up materials attached.*

- Ride for Food application and Police Department recommendation
- Medway Youth Football and Cheer application and Police Department recommendation
- BRAKING AIDS Charity Bike Ride application and Police Department recommendation

**Proposed motion:** : I move that the Board approve permits for these fundraising events as presented conditioned upon the fulfillment of the Police Department's recommendations with respect to detail officers.



RECEIVED  
MAR 30 2015

MEDWAY  
TOWN ADMINISTRATOR

March 24, 2015

Board of Selectmen  
155 Village Street  
Medway, MA 02053

Dear Board of Selectmen,

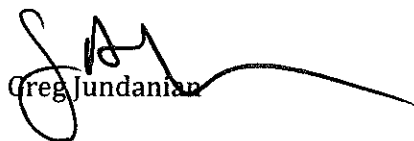
I am writing to request for permission to direct a portion of our fourth annual bicycle Ride for Food through Medway on Sunday morning September 20<sup>th</sup>, 2015. The purpose of the Ride for Food is to raise awareness and funds to combat hunger in New England communities. We are organized as an all-volunteer group with the goal of gradually expanding the ride to ultimately include 20-30 food pantries, but doing so slowly. This year the Ride for Food will benefit the food pantries of Dedham, Needham, Jamaica Plain, Natick, Wellesley as well as the following hunger relief organizations, Boston Area Gleaners, Campus Kitchens (UMASS Boston), Food for Free, Food Link, The Food Project, JF&CS Family Table, Open Table, Ripples of Hope, and the Waltham Fields Community Farm,

Only riders choosing the 50 mile route (<http://ridewithgps.com/routes/2460525>) will travel through Medway, and should be coming through between 8:30 and 10AM. Based on last year's percentages of riders choosing the 50 mile option, we estimate that approximately 100 riders will be cycling through your town, and will do so on a staggered basis leaving Dedham at between 7:30 and 8:30 and will be coming briefly into Medway via Millis by Village Street. Riders will take a right onto Holliston Street crossing Route 109 at the light and then travel into Holliston from there.

I have also included our insurance certificate with Medway being an additional insured.

Thank you for considering this proposal. Please contact me at 781-775-0125 or at [greg@threesquaresne.org](mailto:greg@threesquaresne.org) if you have any further questions.

Best Regards,

  
Greg Jundanian

cc: Chief Allen Tingley



**CERTIFICATE OF INSURANCE**

03/25/2015

**PRODUCER**

American Specialty Insurance & Risk Services, Inc.  
7609 W. Jefferson Boulevard, Suite 100  
Fort Wayne, Indiana 46804

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.

**INSURED**

League of American Wheelmen dba League of American Bicyclists  
1612 K Street NW, Suite 308  
Washington, DC 20006

**INSURERS AFFORDING COVERAGE**

INS. A: Greenwich Insurance Company  
INS. B:  
INS. C:

THREE SQUARES NEW ENGLAND  
56 GLENRIDGE ROAD  
DEDHAM, MA 02026

CERT NUMBER: 1001215593

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING 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.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	ASG0898535	02/01/2015 12:01 a.m.	02/01/2016 12:01 a.m.	General Aggregate - Per Club	5,000,000
					Products-Completed Operations Aggregate	5,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

- The Certificate Holder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form GXAL 428 Additional Insured - Certificate Holders, but only with respect to THREE SQUARES NEW ENGLAND RIDE FOR FOOD on September 20, 2015.

**CERTIFICATE HOLDER**

TOWN OF MEDWAY  
155 VILLAGE STREET  
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**

*Drew Smith*



# Medway Police Department

315 Millage Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

April 1, 2015

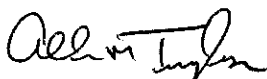
To: Michael Boynton  
Town Administrator

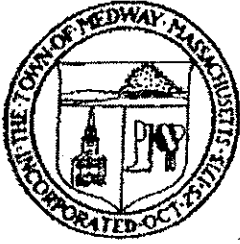
From: Allen M. Tingley  
Chief of Police

RE: Bicycle Ride for Food

I have reviewed the bicycle route, for the Bicycle Ride for Food, scheduled for Sunday September 20<sup>th</sup> 2015. I would approve of the issuing of the permit with the stipulation that one detail officer be hired by the organization (intersection of Main and Holliston Street) to assure the safety of the riders and the movement of traffic during the bicycle ride.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police



Town of Medway  
**BOARD OF SELECTMEN**  
155 Village Street, Medway MA 02053  
(508) 533-3264 • FAX: (508) 321-4988

**PUBLIC EVENT APPLICATION**  
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)

Today's Date: 4/9/15

Applicant Name: Melinda Curral

Applicant's Organization: Medway Youth Football and Cheer

Contact Name: Melinda Curral

Address: 3 Ridge St.

Telephone # 617 304 6654 Email: melindacurral @

Event Date and Hours: OCT 31, 2015 8:30 am - 10:am yahoo.com

Location of Event: (Must provide written permission of property owner)

Leaving from Medway H.S. Adams St.

For Parades, Marches, Road Races: Assembly Location, Route, Dispersal Location:

The same route as the turkey trot and Shamrock Shuffle

[Attach map of route]

Description of Event and Proposed Activities: 5K + 1 mile Race

Expected Number and Type of Participants (persons, animals, vehicles): 200-300 people

Audience/Spectator Estimate: 100

Describe all crowd control, traffic control, or other safety measures:

Insurance Information: MYF

Issuing Company: \_\_\_\_\_

Public Liability Coverage Limit: \_\_\_\_\_

**Requirements:**

You are required to provide the Town of Medway with Certificate of Insurance evidencing minimum public liability coverage of \$1,000,000/\$3,000,000 for the event and listing the Town of Medway as an additional insured.

You may be required to obtain a police detail or other additional municipal services. Costs for these are the responsibility of the applicant and prepayment, a deposit, or surety for payment may be required.

**NOTE:** Approval of permit is based upon Board of Selectmen's determination that event will not pose a substantial risk of endangering public health, safety or welfare, based upon its application of public safety criteria.

**If fundraising:**

Provide evidence of non-profit status

Estimated expenses: \$ 2000

Estimated profit: \$ 1000 - 2000

Describe how proceeds will be expended:

Applicant, By: Melinda Corral  
Signature

Melinda Corral - Board Member  
Print Name, Title MYF

**Food Permits - Contact Board of Health for requirements 508-533-3206**

**Fire Details-Permits - Contact Fire Department for required permits 508-533-3213**

**Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253**

**Police Details - Contact Police Department - Safety Officer - 508-533-3212**

**Workers Compensation Affidavit & Information Page from the Workers Comp. Policy must be submitted before license is issued.**



# 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

April 10, 2015

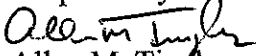
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Medway Youth football and Cheer 5K Road Race Fundraiser

I have reviewed the running route, mapped out for the Medway Youth football and cheer 5K road race, scheduled for Saturday October 31, 2015. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the runners and the movement of traffic during the race.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police

**Allison Potter**

---

**From:** Robert Roth <rroth@globalimpactpro.com>  
**Sent:** Tuesday, April 07, 2015 5:36 PM  
**To:** Board of Selectmen  
**Subject:** Route Permit Request, BRAKING AIDS® Ride  
**Attachments:** MedwayJurMaster2015.pdf

Dear Mr. Crowley,

I am writing to request a permit and/or approval to utilize the town roads of Medway for day one of our Boston to New York BRAKING AIDS® Charity Bike Ride on Friday, September 25, 2015.

I have attached a cover letter, Event Notice and Approval form as well as Route Cues and Maps. The route is same as we have done in past years. Please review and send back the approval form if there are no additional questions or forms needed for submission. If there is someone else that should be handling this, please let me know and I will be happy to contact them.

We sincerely appreciate your participation and are looking forward to another successful event this year! I look forward to hearing from you.

Best regards,

Bob Roth

Bob Roth  
Logistics Coordinator  
Global Impact Productions  
27 West 26th Street, Suite 402  
New York, NY 10001  
212-989-1111 – office  
212-807-1853 – fax  
rroth@globalimpactpro.com

April 6, 2015

Dennis Crowley  
Board of Selectmen,  
Chairman  
Town of Medway  
155 Village Street  
Medway, MA 02053



Dear Mr. Crowley,

I am writing to request permission for BRAKING AIDS® Ride to travel through your jurisdiction on Friday, September 25, 2015. We are also notifying Chief Allen Tingley of the Medway Police Department of our intentions.

BRAKING AIDS® Ride is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City and with offices around the country. Approximately 125 riders will join together to raise money and awareness to fight a disease that affects millions of Americans each year, including many right here in our area.

BRAKING AIDS® Ride is a fully-supported ride, not a race, with people of all ages, shapes, and sizes riding side by side. It will be an extremely challenging experience for all involved.

I have enclosed the route that we propose to use to travel through your jurisdiction. Please review the enclosed materials. We are not asking for any roads or lanes to be closed during our event. **If permission is granted, please fill out, sign and return the Notification and Approval of Event form attached.**

Since our proposed route winds its way briefly through your jurisdiction, we expect riders to be riding through your area from approximately 8:15 to 9:45 am on September 25, 2015

Please feel free to call me at 212.989.1111 or e-mail at [broth@globalimpactpro.com](mailto:broth@globalimpactpro.com) to discuss this request. We look forward to partnering with you to make a difference in the fight against AIDS in our community.

Sincerely,

Bob Roth  
Logistics Coordinator  
BRAKING AIDS® Ride



## Notification and Approval of Event

Our jurisdiction has been notified in writing that BRAKING AIDS® Ride will be taking place on September 25, 2015. We are aware that approximately 125 bicyclists will be participating. They will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

Estimated Time of Arrival: September 25, 2015: 8:15 AM – 9:45 AM

**\*\*Please make any corrections to the information below**

Name: Dennis Crowley  
Organization: Town of Medway, Board of Selectmen  
Address: 155 Village St, Medway, MA 02053  
Phone: 508-533-3264  
Fax: 508-533-3281  
Email: bos@townofmedway.org  
Signature: \_\_\_\_\_

### Contact Name & Numbers

*Please provide a contact name and numbers for an individual who will be on-duty during the actual event, who will serve as contact in case of emergency or other situation.*

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_ (24 Hour Contact Number)  
Pager: \_\_\_\_\_ (24 Hour Contact Number)

Please return to

Attention: Bob Roth  
Logistics Coordinator  
BRAKING AIDS® Ride  
127 West 26<sup>th</sup> Street, Suite 402  
New York, NY 10001  
FAX to: 212.807.1853  
Or e-mail to:  
rroth@globalimpactpro.com

**For Office Use Only**

Date Rec'd:



# BRAKING AIDS® Ride - Route Cues 2015

## Day 1

Segment	Mileage	Total Miles	Turn	Note	Police/Motorcycle Safety support	Township or Borough
1.0		20.4	Cross	Hollis Street onto Fiske Street at stop sign		Holliston
1.8		22.2	Bear Right	Onto Central Street at stop sign - Unmarked		
0.3		22.5	Left	Onto Franklin Street		
0.2		22.7	Bear Left	Onto Norfolk Street	Moto Safety	
0.8		23.5	Right	Onto Stoddard Park Road		
0.1		23.6	<b>Right</b>	<b>Into Stoddard Park/Lake Winthrop - Oasis 2</b>		
		23.6	Return	Onto Stoddard Park Road - short climb		
0.1		23.7	Right	Onto Norfolk Street at stop sign. Becomes Holliston Street		
0.7		24.4	Right	Onto Hill Street (easy to miss)	Norfolk County	Medway
0.9		25.3	Right	Onto Winthrop Street	Middlesex County	
1.2		26.5	Left	Onto Washington Street at light		
0.2		26.7	Right	Onto Underwood Street		
1.2		27.9	Bear Right	To avoid Kim Place		
0.1		28.0	Left	Onto Chamberlain Street at stop sign - Unmarked		
0.1		28.1	Left	Onto Andrew Lane		
0.3		28.4	Left	Onto Gorwin Drive	Moto Safety	Holliston
0.6		29.0	Right	Onto Marshall Street at stop sign - Unmarked		
0.4		29.4	Left	Onto Hanlon Road		
0.7		30.1	Bear Right	To avoid Adams Street (unmarked?) - begin climb		

BAR 2015

All

Auto layer

Untitled layer

Line 1

Line 2

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Line 8

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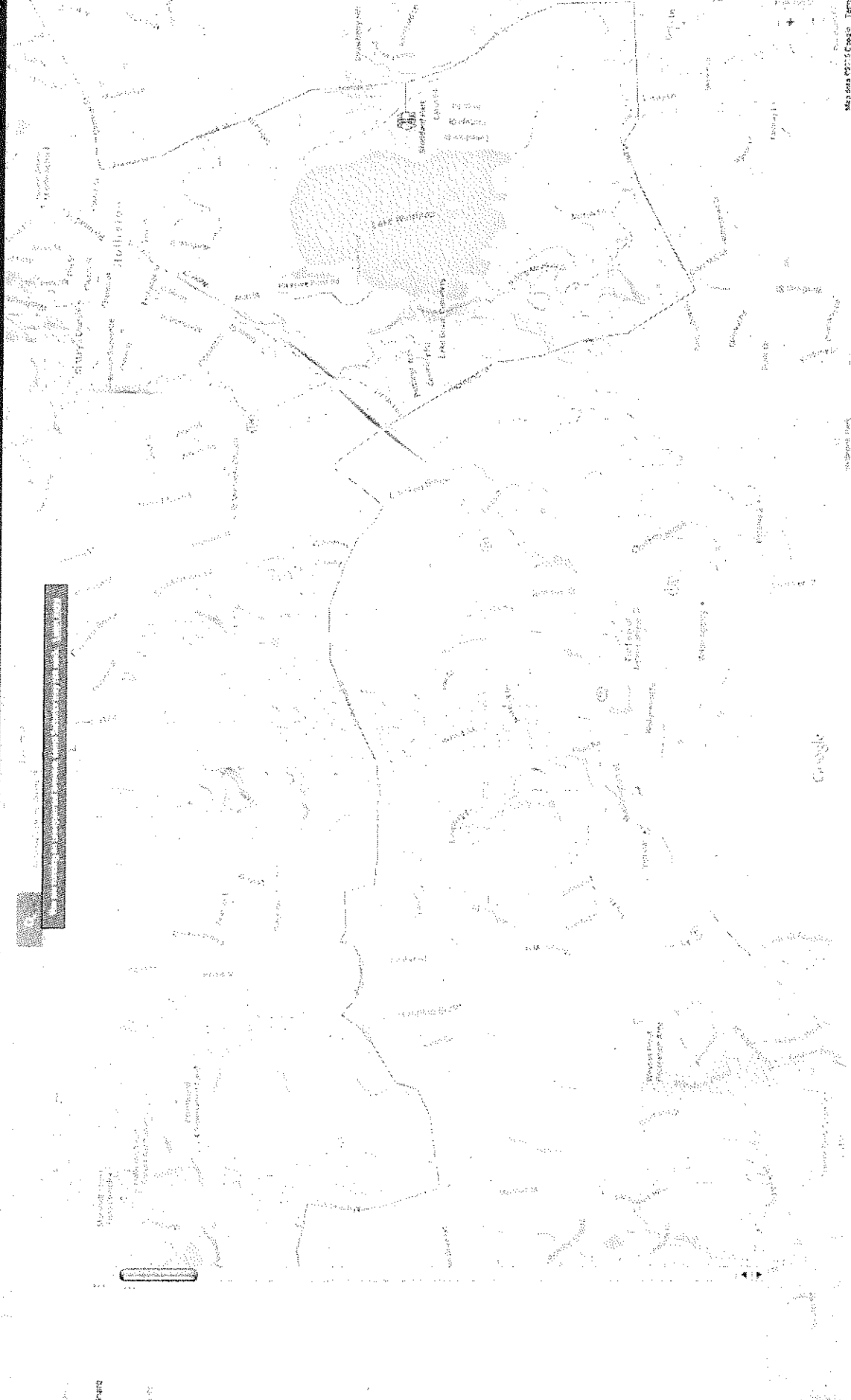
Line 28

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# 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

April 7, 2015

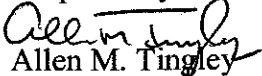
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Braking AIDS bike ride

I have reviewed the bicycle route mapped out for the Braking AIDS Ride, scheduled for September 25, 2015. I would approve of the issuing of the permit for this bicycle ride with the stipulation that one detail officers be provided by the organization, to assure the safety of the bicyclists and the movement of traffic during the bicycle ride. The detail officer would be stationed at the intersections of Hill and Holliston Street to assist the bicycle riders through this heavily traveled intersection, between the hours of 8:15AM to 9:45AM.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police

# AGENDA

## ITEM #10

**Approval - Article 20 (CPC Appropriation) –  
May 11, 2015 Annual Town Meeting Warrant**

*Associated back up materials attached.*

- Article 20 May 11, 2015 Annual Town Meeting Warrant [excerpted]

**Proposed motions:**

I move that the Board approve Article 20, which seeks to appropriate, or reserve for later appropriations, monies from the CPC reserves or funds for administrative expenses, annual transfers and other community preservation projects.

**ARTICLE 20:** (Appropriation: Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee for the Fiscal Year 2016 Community Preservation budget and to appropriate, or reserve for later appropriations, monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the transfer to the Affordable Housing Trust, the undertaking of community preservation projects and all other necessary and proper expenses for the Fiscal Year 2016, as follows:

Appropriation

	Amount
CPC Administrative Expenses	\$ 15,000
CPC Salaries	\$ 5,000
Long Term Debt – Principal	\$347,600
Long Term Debt – Interest	\$136,453
<b>Subtotal</b>	\$504,053
Affordable Housing Trust Administrative Expenses	\$ 32,500
Design Development of Amphitheatre	\$ 10,000
<b>Direct Costs Total</b>	\$546,553

Reserves

	10% of Estimated Fund Revenues
Open Space	\$79,774
Community Housing	\$57,274
Historical Preservation	\$89,774

Or act in any manner relating thereto.

**COMMUNITY PRESERVATION COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**                    **TBD**

**FINANCE COMMITTEE RECOMMENDATION:**                    **Approve**

# **AGENDA**

# **ITEM #11**

## **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	3/16/2015	Net-metering - Charles River	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 #12**

## **Approval of Warrants**

*Warrants to be provided at meeting.*



# **AGENDA ITEM #13**

## **Approval of Minutes**

*Associated back up materials attached.*

- Draft minutes from January 5, 2015 BOS meeting
- Draft minutes from February 17, 2015 meeting
- Draft minutes from February 24, 2015 BOS meeting
- Draft minutes from March 5, 2015 BOS meeting

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**Board of Selectmen's Meeting**  
**Monday, January 5, 2015 – 6:30 PM**  
**Sanford Hall**  
**155 Village Street**

**Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (6:54 PM); Glenn Trindade (left at 7:20 PM and returned at 8:00 PM) and Maryjane White.**

Also Present: Michael Boynton, Town Administrator; Barbara Saint Andre, Town Counsel; Christopher Brown, Town Counsel; Tom Holder, Director, Department of Public Services.

\*\*\*\*\*

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

**Executive Session:**

**At 6:32 PM Selectman Foresto moved that the Board enter Executive Session under Exemption 3 to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares [Net Metering Agreement Enfinity SPV Holdings/SunEdison] with the intent to return to public session; Selectman Trindade seconded. The Chair did so declare. No discussion. Roll Call Vote: 4-0-0 – Crowley, aye; Foresto, aye; Trindade, aye; White, aye.**

\*\*\*\*\*

At 6:59 PM Chairman Crowley reconvened public session.

**Public Comments:** None.

**Discussion – Proposed Special Act, Eminent Domain Takings:**

*The Board reviewed the following information: (1) Proposed special legislation for Redevelopment Authority in connection with eminent domain takings; and (2) Email, dated December 30, 2014, from Town Counsel.*

Mr. Boynton stated that the deadline for the legislative delegation to file on behalf of the Town is fast approaching. He noted there are a couple of issues with the Oak Grove process. When we get to "owners unknown", the Town still needs to appropriate the value of the property that would be taken by the Town under eminent domain. If the funds are never claimed, the balance reverts to the State unless there is a local statute in place. He recommends that this proposed special legislation be forwarded to the delegation for review. This would allow any funds to stay within the Town if the Town decides to set it aside in the first place. Mr. Boynton emphasized that, in this case, the word "Town" refers to Redevelopment Authority. Discussion followed.

**Selectman Trindade moved that the Board direct Town Counsel to prepare the proposed Special Act and forward to the Medway delegation for consideration during the legislative session; Selectman White seconded. Discussion followed on how to file without Town Meeting action as there is no**

1 **Town Meeting scheduled before the filing deadline. It was noted that language can be added that the**  
2 **Special Act is conditioned upon Town Meeting approval. No further discussion. VOTE: 5-0-0**  
3

4 **Discussion with Charles River Pollution Control District Representatives:**

5 *There were no background materials.*  
6

7 Present: Tom Holder, Director, Department of Public Services; Elizabeth Taglieri and Kristen Mucciaroni,  
8 Charles River Pollution Control District; Jane Madden and Elena Proakis, CDM Smith; Robert Wilson,  
9 Chan Rogers, and Leo O'Rourke, Medway Water and Sewer Commission.  
10

11 Ms. Taglieri provided a brief update on Medway's relationship with the Charles River Pollution Control  
12 District, statistics, capacity, regulations and next steps. Responding to a question from the Board on  
13 how the permitting capacity is determined, Ms. Taglieri stated that permitting capacity based on how  
14 much capacity is available (16%) of the gallons per day. Small overage can be absorbed by other  
15 communities who are under their capacity as it takes time to reduce infiltration inflow. Mr. Boynton  
16 explained that communities can often purchase additional capacity from other communities. Medway  
17 sold some capacity years ago and it may not be recoverable. It was noted that the Town of Millis  
18 recently purchased additional capacity from Franklin, which may not be reflected in the numbers in this  
19 discussion. Discussion followed.  
20

21 At 7:25 PM Selectman Trindade exited the meeting room to attend another meeting; he returned at  
22 8:00 PM.  
23

24 It was noted that the NPDES permit has been re-issued due to many complaints and comments from  
25 communities. Mr. Holder reported that Medway submitted comments in December.  
26

27 Chairman Crowley referred to a budget document from two years ago and asked how close the  
28 projections were to actual numbers. After brief discussion, it was determined that those figures  
29 referred only to Phase C, not the entire project. Much discussion centered around the future costs  
30 relative to required capital upgrades with Mr. Foresto suggesting the need for a 10-15 year capital plan  
31 as well as comprehensive plan for keeping operational expenses in check.  
32

33 Discussion followed on increasing the filtration capacity, relative capacities upstream, treatment of  
34 phosphorous, impact of the capital improvement plan on communities, potential phase-in of new  
35 technologies, operating expenses, potential for small solar array on closed landfill, and the feasibility of  
36 an anaerobic digester.  
37

38 **Approval – Change of Hours, PragatHari LLC d/b/a West Medway Liquors:**

39 *The Board reviewed the following information: (1) ABCC Form 43; (2) ABCC Retail Alcoholic Beverages*  
40 *License Application; and (3) PragatHari LLC corporate vote.*  
41

42 Present: Kunal Patel, Manager.  
43

44 **Selectman Foresto moved that the Board approve a change of Sunday closing hour to 9:00 PM for**  
45 **PragatHari LLC d/b/a West Medway Liquors; Selectman D'Innocenzo seconded. No discussion.**  
46 **VOTE: 4-0-0.**  
47

48 **Authorization of Chairman to Execute Contract with Haley & Ward for General Services:**

1 *The Board reviewed a proposed Contract. It is noted the agreement is funded from available operating*  
2 *funds.*

3  
4 Present: Tom Holder.

5  
6 Mr. Holder explained that the proposed Contract for Master Service Agreement is designed to formalize a  
7 process that the Department of Public Services is already using. It defines a set of terms and conditions  
8 and will expire in 2018. Brief discussion followed during which the Board requested that the rate schedule  
9 be included in the contract, and rate increases no greater than 2% per year be approved by the Town  
10 Administrator.

11  
12 **Selectman Foresto moved that the Board authorize the Chairman to execute the contract with Haley &**  
13 **Ward for general services with the rate provided on a letter dated January 5, 2015 and that the annual**  
14 **rates may be increased at an amount not to exceed 2% as approved by the Town Administrator;**  
15 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

16  
17 **Authorization of Chairman to Execute Regulatory Agreement for Millstone Village:**

18 *The Board reviewed the following information: (1) Correspondence from Maureen O’Hagan, MCO Housing*  
19 *Services, dated December 17, 2014; (2) Document entitled “Regulatory Agreement and Declaration of*  
20 *Restrictive Covenants for Ownership Project”; and (3) Email, dated December 22, 2014, from Town Counsel.*

21  
22 Present: Mr. Doug Havens, Community Housing Coordinator.

23  
24 Mr. Havens explained that these documents must be signed and notarized before the marketing can begin  
25 for the eight (8) affordable units. He reported that the Regulatory Agreement was reviewed and approved  
26 by Susan Affleck-Childs. The agreement was reviewed and approved as to form by Town Counsel.

27  
28 Chairman Crowley stated he would like to see a document from the Housing Trust that it agrees and  
29 approves this document. He also asked about the reference to local option or preference on page 4 and  
30 wanted to know how that could be secured for Medway residents. Mr. Havens responded he would  
31 research it, but theorized that it is part of the deed restriction or possibly a component of the special  
32 permit.

33  
34 Chairman Crowley asked what entity establishes the condo association fees. Mr. Havens responded  
35 that it would be the developer, and those fees are also approved by the DHCD. There was a question  
36 of whether the affordable housing units would pay the same fees and whether reduced fees would  
37 adequately support the development.

38  
39 Mr. Havens will get answers to the Board’s questions and report back to the Board on January 20.

40  
41 **Authorization of Chairman to Execute Amendment One to Memorandum of Understanding with Town**  
42 **of Arlington for Multi-Jurisdictional Orthoimagery:**

43 *The Board reviewed the following information: (1) Amendment One – Memorandum of Understanding*  
44 *Between Town of Arlington, MA, fiscal agent for the Massachusetts Orthoimagery Consortium, and the*  
45 *Town of Medway; and (2) Email from Town Counsel dated December 24, 2014.*

1 **Selectman Trindade moved that the Board authorize the Chairman to execute Amendment One to the**  
2 **Memorandum of Understanding with the Town of Arlington for multi-jurisdictional Orthoimagery, as**  
3 **presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

4  
5 **Vote to Continue Membership in the MetroWest Veterans' Services District and Designation of Town**  
6 **Administrator to Serve on Board of Directors:**

7 *There were no background materials.*  
8

9 **Selectman Foresto moved that the Board vote to continue the Town's membership in the MetroWest**  
10 **Veterans' Service District and to designate the Town Administrator to serve on the MetroWest Veterans'**  
11 **Service District's Board of Directors; Selectman Trindade seconded. No discussion. VOTE: 5-0-0.**

12  
13 **Discussion – Possible Special Town Meeting (March 9 or 16, 2015), Vote to Open Warrant:**

14 *There were no background materials.*  
15

16 Mr. Boynton reminded the Board the Medway Public Schools has been working toward getting  
17 replacement windows for the McGovern School. The application will be going to MSBA on January 14  
18 and cannot wait until Town Meeting. Of the estimated cost of \$1.3 million, half will be reimbursed.  
19 He emphasized that there will be no debt exclusion, and the cost will be paid out of general obligation  
20 bonds. This needs to be in place soon so that the work can begin as soon as school dismisses in June.  
21

22 **Selectman Trindade moved that the Board set a Special Town Meeting for March 9, 2015 and that the**  
23 **Board move to open the Special Town Meeting Warrant for March 9, 2015; Selectman Foresto**  
24 **seconded. No discussion. VOTE: 5-0-0.**

25  
26 **Selectman Trindade moved that the Board accept the boilerplate language as presented as the MSBA;**  
27 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

28  
29 **Selectman Trindade moved that the Board close the Special Town Meeting Warrant for the Special**  
30 **Town Meeting on March 9, 2015; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

31  
32 **Action Items from Previous Meetings:**

33 *The Board reviewed the list of Action Items.*  
34

35 Selectman Trindade reported the DPS Facility Committee would be meeting this week.  
36

37 Mr. Boynton will connect with the Finance Director on how to present the Meal Tax proposal at Annual  
38 Town Meeting in May. It would involve a vote to accept the state statute.  
39

40 **Approval of Warrants:**

41 *The Board reviewed Warrant 15-28.*  
42

43 Selectman D'Innocenzo, Clerk, read aloud Warrant 15-28, dated 1/8/15, presented for payment:  
44

Town Bills	\$111,539.94
TOTAL	\$111,539.94

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

3  
4 **Approval of Minutes:**

5 *The Board reviewed draft public session minutes from meetings held on October 20, 2014; October 21, 2014;*  
6 *and November 25, 2014.*

7  
8 **Selectman Trindade moved that the Board approve the open session minutes of October 20, 2014, as**  
9 **presented; Selectman Foresto seconded. No discussion. VOTE: 4-0-1 -- D’Innocenzo abstain (absent).**

10  
11 **Selectman Trindade moved that the Board approve the open session minutes of October 21, 2014, as**  
12 **presented; Selectman Foresto seconded. Chairman Crowley offered an additional sentence on Page 4.**  
13 **Selectman Trindade amended his motion to reflect approval of the minutes, as amended; Selectman**  
14 **Foresto seconded the amended motion. No further discussion. VOTE: 5-0-0.**

15  
16 **Selectman Trindade moved that the Board approve the public session minutes of November 25, 2014,**  
17 **as presented; Selectman Foresto second. No discussion. VOTE: 5-0-0.**

18  
19 **Town Administrator’s Report:**

20 Mr. Boynton briefly addressed the following topics:

- 21 ➤ FY16 Budget Process Update,
- 22 ➤ Water Accountability Update,
- 23 ➤ Committee Meeting this week – EPFRAC and DPS Facility, and
- 24 ➤ Town Offices will be closed on January in observance of Martin Luther King Day

25  
26 **Selectmen’s Reports:**

27 Selectman Foresto announced that there is a lack of members on the Energy Committee due to people  
28 moving out of the community. He noted that a couple of people have been attending meetings for  
29 some time and asked if the Board would appoint them to the committee.

30  
31 **Selectman D’Innocenzo moved that the Board appoint Matt DeSorbo and Paul Mahoney to the Energy**  
32 **Committee; Selectman Trindade seconded. No discussion. VOTE: 5-0-0.**

33  
34 Selectman White pointed out that these individuals will need to come in to the Town Clerk’s office to be  
35 sworn in.

36  
37 On other topics, Selectman Trindade suggested the possibility of using CPC funds for a playground at  
38 Idylbrook Field. Brief discussion followed.

39  
40 Chairman Crowley briefly discussed the use of paper and asked which members need hard copies of the  
41 meeting packet.

42  
43  
44 **At 8:48 PM Selectman D’Innocenzo moved to adjourn; Selectman Trindade seconded. No discussion.**  
45 **VOTE: 5-0-0.**

46  
47  
48 Respectfully submitted,

DRAFT

- 1 Jeanette Galliardt
- 2 Night Board Secretary

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**Board of Selectmen's Meeting**  
**Tuesday, February 17, 2015 -- 7:00 PM**  
**Sanford Hall**  
**15 Village Street**

**Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk; Glenn Trindade (7:02 PM) and Maryjane White.**

Also Present: Michael Boynton, Town Administrator; Melanie Phillips, Finance Director; Tom Holder, Director, Department of Public Services; David D'Amico, Deputy Director, Department of Public Services.

Medway Police Department: Allen Tingley, Chief; Sergeant William Kingsbury; Officer David McRoberts; Sergeant David McSweeney; Officer John Rojee; Officer Richard Simard II; and Sergeant Jason Brennan.

\*\*\*\*\*

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

**Public Comments:** None.

**Appointment to Conservation Commission – Scott Salvucci:**

*The Board reviewed the following information: (1) Resume of Scott Salvucci, P.E.; and (2) Endorsement from the Conservation Commission.*

Present: Scott Salvucci

Mr. Salvucci stated he moved to Medway a month ago and would like to volunteer within the community. Through his full-time job, he meets with other conservation commissions and felt he could bring a lot of knowledge and experience to the position.

**Selectman Foresto moved that the Board appoint Scott Salvucci to the Conservation Commission for a three-year term through June 30, 2018; Selectman Trindade seconded. No discussion. VOTE: 5-0-0.**

**Recognition – Medway Police Officers:**

At this time, Mr. Boynton reminded the Board of an incident that occurred on November 14, a situation with the possibility of a barricaded suspect. These officers responded to this incident in addition to the local SWAT team. Chief Tingley and his officers diffused the situation prior to SWAT getting there, and the suspect was brought into custody with no injuries. Mr. Boynton emphasized that these officers performed their duties with professionalism and expertise, avoiding what could have been a serious situation. He commended Chief Allen Tingley, Sergeant William Kingsbury, Officer David McRoberts, Sergeant David McSweeney, Officer John Rojee, Officer Richard Simard II, Sergeant Jason Brennan, and Officer Donald Grimes (absent) for their performance.

Chairman Crowley noted that, due to the swiftness in which it was accomplished, the public was likely unaware that this ever happened. The Board would like to recognize other groups in town when there is "conduct above and beyond the call of duty".



1 With this in mind, Mr. Boynton expressed appreciation and thanks to the Department of Public Services  
2 employees on the snow removal efforts. It has been a challenge to keep up with the frequency of  
3 storms, to keep roadways passable, and to clear sidewalks adjacent to schools.  
4

5 **Update and Discussion – Wastewater and Stormwater Planning Activities:**

6 *The Board reviewed a PowerPoint Presentation.*

7  
8 Present: Tom Holder, Director, Department of Public Services; Kirsten Ryan, Kleinfelder.  
9

10 Mr. Holder briefly reviewed the warrant article from a few years ago which provided for the SRF loan  
11 with low interest. Utilizing a PowerPoint presentation, Ms. Kirsten Ryan, Kleinfelder, provided updates  
12 on Medway’s Integrated Water Resources Management Program and the NPDES [National Pollutant  
13 Discharge Elimination System] MS4 [Municipal Separate Storm Sewer System] Permit. The years 2003-  
14 2008 were covered in the initial iteration of the MS4 permit which has been extended while a new draft  
15 is being developed. Ms. Ryan indicated that the original program allowed municipalities to develop their  
16 own plans while the new program will be very prescriptive – increased operational requirements,  
17 increased data collection and reporting, and inclusion of major capital improvements all of which will  
18 place a significant administrative cost on the community. Ms. Ryan anticipated the EPA’s issuance of the  
19 final permit document in mid-December 2015 with implementation slated for July 2016. The Kleinfelder  
20 review included the current status, public education and involvement, illicit discharge detection and  
21 construction site runoff control. Ms. Ryan briefly discussed maximum daily loads, timelines and major  
22 challenges of the new MS4 Permit. With regard to Medway’s IWRMP, she identified current and future  
23 needs, accomplishments and next steps, and components of Phase 1 compliance.  
24

25 Brief discussion followed on costs and available grant programs. Medway’s current program costs are  
26 estimated at \$300K and expected to increase to \$600K-\$800K excluding the capital project component  
27 of approximately \$29M over 20-year period. Chairman Crowley asked that the estimated impact to the  
28 taxpayer be provided. It was noted that it often takes 2-3 years to get a program off the ground due to  
29 the public outreach and other components. A fee often referred to as a “rain tax” is sometimes adopted  
30 as part of the water and sewer billing to help defray the costs of these programs.  
31

32 **Discussion – 2015 Roadway/Sidewalk Plan:**

33 *The Board reviewed a document entitled “Roadway Paving Projects plan” provided by the Department of*  
34 *Public Services. An updated document was distributed at the meeting.*  
35

36 Mr. Holder reported that the new handout contained updated information from the original one. He  
37 briefly reviewed the information including roadway funds, projects completed or in process, and  
38 committed funds for upcoming projects. He then reviewed funding status, proposed FY16 projects, and  
39 the Fall Town Meeting Funding schedule. It was noted that if all the projects on the list are done, there  
40 will be over \$184,987 left over, including the \$400,000 from free cash. Discussion followed. It was  
41 suggested that, in order to get some of the streets finished, an appropriation out of general fund or  
42 operation reserve may be considered. Town Administrator Boynton indicated the need to learn FY2016  
43 Chapter 90 figure before any related contracts are signed.  
44

45 **Approval – Spending in Excess of Budget Allocation, Snow & Ice Removal:**

46 *The Board reviewed the following information: (1) Massachusetts General Law Chapter 44, Section 31D;*  
47 *and (2) Document entitled “Free Cash Status, Proposed Free Cash Usage, and FY16 Capital Borrowing”.*  
48

1 **After brief discussion on current expenses associated with snow removal, Selectman Trindade moved**  
2 **that the Board authorize incurring liability and making expenditures in excess of the available fiscal**  
3 **year 2015 appropriation for snow and ice removal as provided for in M.G.L. Chapter 44, Section 31D;**  
4 **Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

5  
6 At this time, Mr. Boynton distributed a handout outlining proposed free cash usage and FY16 Capital  
7 Borrowing, noting that there is a possibility of using free cash to fund snow and ice. He noted further  
8 that expenses incurred by the Fire Department and Police Department relative to snow storms are NOT  
9 included in the Snow and Ice Funding nor are any potential property damage claims. Mr. Boynton  
10 briefly reviewed topics relevant to storms. The National Guard has been in town to help dig out  
11 hydrants. He asked residents to do what they can to dig out hydrants and drains near their homes as it  
12 will only help in the long run.

13  
14 For the benefit of viewers, Selectman Trindade explained that the budgeted amount was based on Snow  
15 & Ice Expenses over the last ten years. The Department of Revenue prevents the line item from being  
16 lowered so the board is careful to keep track of those expenses and not increase the line item too much.

17  
18 **Approval – Change of Hours, Vivaan LLC d/b/a One Stop Convenience:**

19 *The Board reviewed the following information: (1) ABCC Form 43; (2) ABCC Retail Alcoholic Beverages*  
20 *License Application; and (3) Vivaan LLC corporate vote. No one from the business was present.*

21  
22 **Selectman Trindade moved that the Board approve a change in hours of operation for Vivaan LLC**  
23 **d/b/a One Stop Convenience to allow for Sunday opening at 10 AM and Sunday closing at 9 PM;**  
24 **Selectman White seconded. Ms. Kisty pointed out that the Commonwealth granted permission for**  
25 **the 10AM opening for liquors stores in general; the 9 PM closing was a separate change in hours. No**  
26 **further discussion. VOTE: 5-0-0.**

27  
28 **Approval – Waiver of Building Permit Fees for Work Associated with McGovern School Door/Window**  
29 **Replacement Project:**

30 *There were no background materials.*

31  
32 Mr. Boynton stated that this is usually done for Town projects to avoid transferring funds from one  
33 department to another.

34  
35 **Selectman Trindade moved that the Board approve the waiver of all building permit fees for work**  
36 **associated with the McGovern School door/window replacement project; Selectman D’Innocenzo**  
37 **seconded. No further discussion. VOTE: 5-0-0.**

38  
39 **Review and Approval of Annual Town Meeting Warrant:**

40 *The Board reviewed the proposed 2015 Annual Town Meeting Warrant.*

41  
42 Chairman Crowley expressed concern that there was not adequate time to fully review the proposed  
43 Warrant this evening and asked if it could be postponed to a meeting on February 24. After brief  
44 discussion, it was agreed to schedule a separate meeting on Tuesday, February 24.

45  
46 **Citizens Petition for March 9, 2015 Special Town Meeting Warrant:**

47 *The Board reviewed a Citizens’ Petition submitted January 2015.*

1 Mr. Boynton reported that this petition was originally submitted for the March Special Town Meeting  
2 Warrant but the format was not acceptable. That warrant is now closed. The petition can be rewritten  
3 in the proper format in order to have a clean article for 2015 Annual Town Meeting. It can be tethered  
4 to a second article for their actual article (non-petition), and if the first does not pass, the second article  
5 would be dismissed. Ms. Kisty will arrange meeting between petitioners and Town representatives for  
6 the purpose of refining the language of the Article. Brief discussion followed, noting that the specified  
7 property may be under contract and may not be available.

8  
9 **Discussion – Flags Along Route 109:**

10 *There were no background materials.*

11  
12 Chairman Crowley stated that residents have spoken with him about replacing street flags. He noted  
13 that many brackets are missing and many flags are tattered. Fifty (50) flags would cost around \$2500,  
14 pointing out that they would have to come down when construction on Route 109 begins. The cost  
15 would have to be added into the FY16 budget, possibly DPS, Memorial Committee budget or other  
16 group. It was noted that funds in the Memorial Committee budget are usually used to replace American  
17 flags for cemetery graves, monument cleaning, etc. Mr. Boynton stated this particular budget needs to  
18 be increased for those activities, and if this expense is added, that budget should be around \$3,000.  
19 Brief discussion followed.

20  
21 Selectman Trindade made a motion to approve additional budget funding which Selectmen D’Innocenzo  
22 seconded. Brief discussion followed, noting that this did not require a motion as the FY16 budget it still  
23 being put together. All Board members are in favor of increasing this budget. The budget increase can  
24 also appear as a Warrant Article at Special Town Meeting before the Annual Town Meeting.

25  
26 **Approval – Special One-Day Liquor Licenses:**

- 27 a. Team Rice – February 27, 2015  
28 b. Silverman – March 1, 2015  
29 c. Dubrawski – April 18, 2015

30  
31 *The Board reviewed the respective applications as well as the Police Chief’s recommendations on each.*

32  
33 **Selectman Trindade moved that the Board approve one-day All Alcohol licenses for Team Rice, Jill  
34 Silverman and Sheila Dubrawski for events at the Thayer Homestead on February 27, March 1 and  
35 April 18, respectively, each conditioned upon fulfillment of the Police Chief’s recommendations and  
36 receipt of all insurance certificates; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

37  
38 **Discussion – FY2016 Budget:**

39 *The Board reviewed CIPC recommendations (draft) dated February 4, 2015.*

40  
41 Chairman Crowley suggested that the Board can move into budget discussions when finished reviewing  
42 the Warrant on February 24. An additional meeting for budget review was scheduled for Saturday,  
43 February 28 at 8 AM.

44  
45 **Action Items from Previous Meeting:**

46 *The Board reviewed the Action Item list.*

1 Net Metering – Selectman Foresto reported that the Town is meeting with the developers tomorrow  
2 toward developing a program for the Town.

3  
4 Idylbrook Playground Concepts – Selectman Trindade reported he is organizing a presentation with  
5 O'Brien and Sons for parents and will soon be soliciting comments from the community.

6  
7 Brentwood – Chairman Crowley stated he and Mr. Boynton have been reaching out to resolve the CVS  
8 issue if possible.

9  
10 **Approval of Minutes:**

11 *The Board reviewed draft minutes from meetings held on September 22, 2014; December 2, 2014; and*  
12 *January 20, 2015.*

13  
14 Review of the minutes was postponed as Chairman Crowley had not reviewed them yet.

15  
16 **Town Administrator's Report:**

17 Mr. Boynton briefly touched on a variety of topics including an update on the DPS Facility Committee  
18 Study, positions available as Parks Equipment Operations, status of meeting with net metering  
19 developers, a review of On Call Firefighter Compensation and Operations, and the bid on the McGovern  
20 School door/window project.

21  
22 **Selectmen's Reports:**

23 Selectman White, speaking as Town Clerk, stated that ballots are available for the May Annual Election.

24 The last day to take out papers is March 30.

25 There were no other reports.

26  
27  
28 **At 9:05 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion.**

29 **VOTE: 5-0-0.**

30  
31  
32  
33 Respectfully submitted,  
34 Jeanette Galliardt  
35 Night Board Secretary

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

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

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

6 **February 24, 2015 at 7:00 p.m.**

7 **Senior Center, 76 Oakland Street**  
8

9 **Present:** Chairman Dennis Crowley; Selectmen John Foresto, Rick D'Innocenzo, and Glenn  
10 Trindade; Town Administrator Michael Boynton; Town Accountant Carol Pratt; Finance Director  
11 Melanie Phillips; DPS Director Tom Holder; Police Chief Allen Tingley; and Finance Committee  
12 Chairman Frank Rossi.

13  
14 At 7:04 p.m. Chairman Crowley called the meeting to order and led in the Pledge of Allegiance.  
15

16 **Public Comments:** None  
17

18 **May 11, 2015 Annual Town Meeting Warrant:**  
19

20 **Article 1: ESCO Stabilization Reserve Transfer**

21 The balance of the ESCO Stabilization Fund is \$124,888. Town Accountant Carol Pratt said they  
22 are drawing the fund down according to an amortization schedule. Administrator Boynton said  
23 he would like to discuss adjusting the schedule. They will discuss this matter further with Don  
24 Aicardi.  
25

26 **Selectman Trindade moved that the Board add Article 1 to the May 11, 2015 Annual Town**  
27 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 3-0-0**  
28 **(Selectman D'Innocenzo not present).**  
29

30 **Article 2: Appropriation: FY16 Operating Budget**

31 The budget is not final but the Board agreed that they did not need the final numbers to add the  
32 article to the warrant. The Board discussed whether their vote count should be added to the  
33 warrant. They ultimately decided it would create confusion.  
34

35 **Selectman Trindade moved that the Board add Article 2 to the May 11, 2015 Annual Town**  
36 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 3-0-0**  
37 **(Selectman D'Innocenzo not present).**  
38

39 **Article 3: Appropriation: FY16 Water Enterprise Fund**

40 The Board asked DPS Director Tom Holder to attend the Finance Committee meeting in March  
41 to review the water projects that have been completed to date and what is in the pipeline. The  
42 Board will discuss the water rate structure at their meeting on Saturday, February 28, 2015.  
43 Director Holder reported that there are no significant changes from last year. At the request of  
44 the auditing firm, all DPS employees were asked to review and sign a letter regarding their  
45 department allocation. Administrator Boynton and Director Holder said that the Town needs to  
46 increase fire hydrant maintenance, system maintenance on the pump station and sewer system

1 jetting. Two full-time positions have been added to address these issues. Their time will be split  
2 between water and sewer.

3  
4 **Selectman Trindade moved that the Board add Article 3 to the May 11, 2015 Annual Town**  
5 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 3-0-0**  
6 **(Selectman D’Innocenzo not present).**

7  
8 Article 4: Transfer from Sewer Betterment Stabilization to Sewer Enterprise

9 The balance of the Sewer Betterment Stabilization Fund is \$322,003. The funds are the result of  
10 residents who have pre-paid their sewer betterment. There will be an annual transfer from this  
11 fund.

12  
13 **Selectman Trindade moved that the Board add Article 4 to the May 11, 2015 Annual Town**  
14 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 3-0-0**  
15 **(Selectman D’Innocenzo not present).**

16  
17 Article 5: Appropriation: FY16 Sewer Enterprise Fund

18 Chairman Crowley requested a breakdown of the user fees totaling \$1,435,030.

19  
20 **Selectman Trindade moved that the Board add Article 5 to the May 11, 2015 Annual Town**  
21 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 3-0-0**  
22 **(Selectman D’Innocenzo not present).**

23  
24 Article 6: Appropriation: FY16 Solid Waste Enterprise Fund

25 The total revenue raised for the Solid Waste Enterprise Fund is \$1,487,906. Bag revenue  
26 accounts for about \$215,000. Annual fees represent another \$1 million. Chairman Crowley  
27 requested a breakdown of the revenue, including how the excess is generated. Director Holder  
28 said that they are still trying to resolve one outstanding account with Shaw’s. Shaw’s said they  
29 have paid the outstanding balance of about \$20,000. The Town needs to do some research to see  
30 if they have proof of receipt. The Board will discuss possible increases on Saturday.

31  
32 **Selectman Trindade moved that the Board add Article 6 to the May 11, 2015 Annual Town**  
33 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 3-0-0**  
34 **(Selectman D’Innocenzo not present).**

35  
36  
37  
38 Article 7: Appropriation: FY16 Ambulance Enterprise Fund

39 The Board deferred a vote on Article 7 until Saturday. Finance Director Melanie Phillips  
40 reported that collections are slightly ahead of projections.

41  
42 Article 8: Free Cash Appropriation: Capital Items

43 The Board reviewed the Free Cash appropriations. The Capital Improvement Planning  
44 Committee has approved the Free Cash allocations. Administrator Boynton said that they  
45 reviewed the budget yesterday and made some adjustments. The sum of \$100,000 for desktop  
46 replacements was moved from the Capital Budget to the IT Operating Budget. Administrator

1 Boynton reviewed additional adjustments that were made to the Operating Budget. Director  
2 Holder said he believes \$800,000 should be enough for snow and ice removal. After the  
3 adjustments and Free Cash allocations there is about \$15,000 of Free Cash remaining. The Board  
4 will discuss how these funds could be used. One suggestion was to use them for road  
5 acceptances.

6  
7 **Selectman Trindade moved that the Board add Article 8 to the May 11, 2015 Annual Town**  
8 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

9  
10 Article 9: Borrowing: Capital Projects

11 Chairman Crowley reported that the Capital Improvement Planning Committee (CIPC) met last  
12 night. They discussed completing the entire carpet project at the Library at one time instead of  
13 doing it in phases. The Board agreed it makes sense to do all the work at once. Director Holder  
14 said he has an updated quote for \$121,000. The Board would like to review the quote before they  
15 vote on this item.

16  
17 The Board also discussed the request for a new sidewalk plow. Director Holder reviewed the  
18 issues with the previous sidewalk plows the Town has purchased and why a new unit is needed.  
19 The new unit that will be purchased along with the pre-owned unit that is working will be used  
20 regularly and the second pre-owned unit that the Town owns will be used for parts. This  
21 equipment is also used for roadside mowing.

22  
23 The Board agreed to increase the Renovation to the Middle School Wing for DPS to \$150,000.  
24 Director Holder said he is still waiting on a quote for the electrical portion of the project.

25  
26 The Board agreed to discuss Article 9 further on Saturday after they receive the carpet quote.

27  
28 Article 10: Appropriation - Water Enterprise

29 The request is for \$30,000 from retained earnings for water production and distribution projects.  
30 Director Holder explained that these funds are used for unanticipated issues that arise during the  
31 year. The Town is currently using funds that were appropriated last year to deal with manganese  
32 issues. If the funds are not exhausted by the end of the fiscal year they stay with the article. The  
33 Board asked for an update on whether there are articles from previous years with unappropriated  
34 funds. They also asked for the balance from last year's appropriation and an update on what has  
35 been spent to date. They briefly discussed whether the money for such projects should remain in  
36 the Water Enterprise Fund instead of being transferred into another account.

37  
38 **Selectman Trindade moved that the Board add Article 10 to the May 11, 2015 Annual Town**  
39 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

40  
41 Article 11: Borrowing: Water Enterprise

42 Director Holder explained that the request is for \$200,000 to fund the design of the Brentwood  
43 neighborhood water main replacement. Holliston Street was the next priority but there have been  
44 several water main breaks in the Brentwood neighborhood. Funds will be requested next year for  
45 the construction costs related to Brentwood and the design of Holliston Street. There is a lot of  
46 ledge in the Brentwood neighborhood which makes the project more difficult and contributes to  
47 the cost. The Board would like to review the strategic plan for replacing water mains throughout

1 Town. They also plan to review the water rate structure. They are concerned that the projects  
2 may cause significant water rate increases. In addition, Director Holder said that they are  
3 currently using a Master Water Plan from 2009, which will need to be updated in the near future.  
4 Chairman Crowley also requested a breakdown of revenue, expenses and retained earnings.

5  
6 **Selectman Trindade moved that the Board add Article 11 to the May 11, 2015 Annual Town**  
7 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

8  
9 Article 12: Appropriation: Sewer Enterprise

10 The request is for \$15,000 from the Sewer Enterprise Fund. The funds will be used for  
11 unanticipated issues related to the sewer system that arise during the fiscal year. Director Holder  
12 reported that Medway and other surrounding towns have recently been designated as co-  
13 permittees of the NPDES permit along with the Charles River Pollution Control District. This  
14 will require Medway to undertake additional measures related to this permit that were not  
15 anticipated. Director Holder said it is too early to know what the long-term costs will be but the  
16 \$15,000 could be used to help with some of the initial tasks. Future costs associated with these  
17 new mandates have not been figured into the sewer rates. The Board said it is important to have  
18 the Town's Water & Sewer Commissioners on the agenda regularly to address issues and  
19 concerns.

20  
21 **Selectman Trindade moved that the Board add Article 12 to the May 11, 2015 Annual Town**  
22 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

23  
24 Article 13: Appropriation: Sewer Enterprise

25 The request is for \$75,000 to begin the next Inflow & Infiltration (I & I) study. The study is done  
26 one year and the following year work is done to implement the findings from the study. Director  
27 Holder said as a result of some of the work that was done on Chicken Brook, including lining  
28 sections of pipe, intake was reduced by about 100,000 gallons from 2013 to 2014.

29  
30 **Selectman Trindade moved that the Board add Article 13 to the May 11, 2015 Annual Town**  
31 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

32  
33 Article 14: Appropriation: Medway Family Day

34 The Board asked Town Accountant Carol Pratt to add a sunset clause to this article. The Board  
35 agreed to reevaluate how this item is funded next year.

36  
37 **Selectman Trindade moved that the Board add Article 14 to the May 11, 2015 Annual Town**  
38 **Meeting Warrant as written; Selectman D'Innocenzo second; No discussion; All ayes 4-0-0.**

39  
40 Article 15: Appropriation: Memorial Committee

41 Police Chief Allen Tingley said the \$4,000 would be used to purchase street sign toppers that  
42 would honor fallen soldiers and to fund the band for the annual Memorial Day Parade. Town  
43 Accountant Pratt will follow-up with Town Counsel to make sure the funds can be used for this  
44 purpose. The Board asked for a more detailed breakdown of the budget. They agreed to discuss  
45 this matter further on Saturday.



1 Article 16: Capital Project: Construct and Improve Playgrounds – CPC Funds

2 Selectmen Trindade said he is meeting with O'Brien & Sons tomorrow. He said the plan is to  
3 have full conceptual drawings prepared and hold two information sessions in mid-March for  
4 residents to provide feedback. He reported that O'Brien & Sons is on the State Bid List and  
5 Medway has bought equipment from them in the past. The playground and improvements will be  
6 funded with Community Preservation funds. The Board agreed to discuss this item further on  
7 Saturday.

8  
9 Article 17: Capital Project: New DPS Facility

10 The Board discussed the request for \$1.1 million to fund the engineering and design of the new  
11 DPS facility. Selectmen Trindade is on the DPS Facility Committee and said they are unhappy  
12 with the Weston & Sampson drawings. They are in the process of consulting another company.  
13 There was extensive discussion as to whether the figure should be lowered from \$1.1 million.  
14 The design costs are typically 10% of the total project cost. The Board clarified that the \$1.1  
15 million also includes the Owner Project Manager (OPM) fees and field supervision. In addition,  
16 the article authorizes \$1.1 million but the Town is not required to spend \$1.1 million. Melanie  
17 Phillips said the bond rates are still low but she will have a better idea in two weeks when she  
18 goes out to market. There are also funds available in the DPS Facility Fund and Fiscal Stability  
19 Fund. The Board needs to decide how this item will be funded before the budget is submitted to  
20 the Finance Committee. The Board also restated that the project will still need to go out to bid  
21 and the DPS Facility Committee still needs to select a designer.

22  
23 **Selectman Trindade moved that the Board add Article 17 to the May 11, 2015 Annual Town**  
24 **Meeting Warrant as amended; Selectman Foresto second; The Article was amended to**  
25 **include \$1.1 million. The Board also agreed to borrow the funds at this point but this could**  
26 **change; All ayes 4-0-0.**

27  
28 Article 18: Borrowing: Non-Participatory Items Associated with Route 109 Project

29 The request is to borrow \$500,000 to fund items associated with the Route 109 project that may  
30 not be allowed by the Massachusetts Department of Transportation, such as ornamental lighting  
31 and stone walls. The article authorizes the Town to borrow in the event it is needed. Finance  
32 Director Melanie Phillips will have Bond Counsel review the article and confirm whether  
33 personnel costs can be included.

34  
35 **Selectman Trindade moved that the Board add Article 18 to the May 11, 2015 Annual Town**  
36 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

37  
38 Article 19: Appropriation: Thayer Property Operations

39 Finance Director Melanie Phillips explained that the Town has 18 months from the time the  
40 money was borrowed to use it. She said she would calculate the arbitrage and get back to the  
41 Board on this matter. The Board determined that the article to transfer the balance of the Thayer  
42 project to other Thayer improvements may need to be removed from the Special Town Meeting  
43 warrant if the project cannot be closed out soon. Selectman Foresto will forward the Board the  
44 landscape design proposal for their review.

45  
46 **Selectman Trindade moved that the Board add Article 19 to the May 11, 2015 Annual Town**  
47 **Meeting Warrant as written; Selectman D'Innocenzo second; No discussion; All ayes 4-0-0.**  
48

1  
2 Article 20: Revolving Accounts: Annual Authorization

3 The Board agreed to discuss this item further on Saturday. The Board would like an update on  
4 what has been spent to date. The FY16 Parks & Recreation spending limit was increased to  
5 \$150,000 and the FY16 Council on Aging spending limit was increased to \$114,000.  
6

7 Article 21: Appropriation: Community Preservation Committee

8 The Board agreed to defer this item until Saturday. The Board may not receive final numbers for  
9 this article until right before the Annual Town Meeting in May.

10  
11 Article 22: Acceptance of MGL chapter 64L, § 2 Local Option Meals Tax

12 The Board agreed to discuss this item at their March 2, 2015 meeting. Finance Committee  
13 Chairman Frank Rossi said the Finance Committee is not in favor of putting 100% of the revenue  
14 collected towards the Town's Other Post-Employment Benefits (OPEB) obligation. Chairman  
15 Rossi asked if it was possible to fund the OPEB Trust Account with Free Cash. Finance Director  
16 Melanie Phillips said that the bonding agencies want to see that the account is funded through a  
17 dedicated source. The Board of Selectmen and Finance Committee need to discuss this item  
18 further.  
19

20 Article 23: OPEB Trust Funding from Meals Tax

21 The Board will also discuss this item at their March 2, 2015 meeting.  
22

23 Article 24: Accept MGL C. 90-I, Sec. 1 – Complete Streets Program

24 The Board will discuss this item with the Planning & Economic Development Board at their  
25 March 2, 2015 meeting. This is a grant program to help municipalities with street and sidewalk  
26 projects.  
27

28 Article 25: Acceptance of Sidewalk Easement

29 The Board will discuss this item with the Planning & Economic Development Board at their  
30 March 2, 2015 meeting.  
31

32 Article 26: Zoning Bylaw Recodification

33 The Board will discuss this item with the Planning & Economic Development Board at their  
34 March 2, 2015 meeting.  
35

36 Article 27: Amend Zoning Bylaw: New Sub-Section for Multifamily Housing

37 The Board will discuss this item with the Planning & Economic Development Board at their  
38 March 2, 2015 meeting.  
39

40 Article 28: Establishment of a Business Transition Zone

41 The Board will discuss this item with the Planning & Economic Development Board at their  
42 March 2, 2015 meeting.  
43

44 Article 29: Purchase Property Off of Winthrop St

45 Article 29 was drafted by Town Counsel in response to the Citizens' Petition to Purchase the  
46 Wickett property.  
47

1 **Selectman Trindade moved that the Board add Article 29 to the May 11, 2015 Annual Town**  
2 **Meeting Warrant as written; Selectman D’Innocenzo second; No discussion; All ayes 4-0-0.**

3  
4 Article 30: Survey Property Off of Winthrop St

5 Article 30 was drafted by Town Counsel in response to the Citizens’ Petition to Survey Property  
6 off of Winthrop Street.

7  
8 **Selectman Trindade moved that the Board add Article 30 to the May 11, 2015 Annual Town**  
9 **Meeting Warrant as written; Selectman D’Innocenzo second; No discussion; All ayes 4-0-0.**

10  
11 Article 31: Citizens Petition: Purchase Wicket Property

12 Per Town Counsel this article must appear on the warrant.

13  
14 **Selectman Trindade moved that the Board add Article 31 to the May 11, 2015 Annual Town**  
15 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

16  
17 Article 32: Citizens’ Petition: Survey Property Off of Winthrop St

18 Per Town Counsel this article must appear on the warrant.

19  
20 **Selectman Trindade moved that the Board add Article 32 to the May 11, 2015 Annual Town**  
21 **Meeting Warrant as written; Selectman Foresto second; No discussion; All ayes 4-0-0.**

22  
23 **Warrant:**

24 #15-35P/SP	2/26/15
25	
26 Town Payroll	\$330,486.57
27 School Payroll	\$775,380.40
28 Town Payroll Police	\$2,270.40
29 Total	\$1,108,137.37

30  
31 **Selectman Trindade moved that the Board approve the warrant as read; Selectman**  
32 **Foresto second; No discussion; All ayes 4-0-0.**

33  
34 **At 9:21 p.m., Selectman Trindade moved to adjourn; Selectman Foresto second; No**  
35 **discussion; All ayes 4-0-0.**

36  
37 Respectfully submitted,

38  
39  
40 Michelle Reed

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

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

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

6 **March 5, 2015 at 7:30 a.m.**

7 **Town Administrator's Office, Town Hall**  
8

9 **Present:** Chairman Dennis Crowley; Selectmen John Foresto, Glenn Trindade and Maryjane  
10 White; Town Administrator Michael Boynton; Town Accountant Carol Pratt; Finance Director  
11 Melanie Phillips  
12

13  
14 **Approval – Fiscal Year 2016 Operating Budget:**

15 The Town Accountant reviewed the minor adjustments to the budget, which involved moving  
16 anticipated non-union pay raises from the salary reserve to the respective departmental budgets.  
17 The union salaries must be voted at Town Meeting and would be addressed by articles  
18 transferring from the salary reserve account. The transfer for the non-union employees  
19 represented approximately \$20,000 and \$124,000 remains in this account.  
20

21 **Mr. Trindade moved, seconded by Mr. Foresto, to approve the Fiscal Year 2016 operating**  
22 **budget. It was unanimously voted: 4-0-0.**  
23

24 **Mr. Trindade moved, seconded by Ms. White, to recommend approval of Article 2 (FY16**  
25 **budget) of the Annual Town Meeting warrant.**  
26

27 Mr. Trindade recommended the Town do some public outreach relative to the street conditions  
28 after this challenging winter and the funding available to make repairs. Mr. Boynton noted that  
29 no repairs can commence until thawing takes place.  
30

31 Mr. Trindade asked that the Town notify parents that the Memorial School parking lot will be  
32 repaired. Mr. Foresto suggested speaking to the reporter at Town Meeting on Monday.  
33

34 There was discussion about the Planning and Economic Development Board articles on the  
35 Annual Town Meeting warrant. Mr. Crowley agreed to reach out to the Planning Board Chair to  
36 offer assistance with the Town Meeting presentation.  
37

38 Mr. Foresto asked about the Selectmen's responsibility with respect to the Fairway Lane  
39 development issues. Mr. Boynton stated that the public policy issue is that the same individual  
40 that was involved in Fairway Ln is also involved in the proposed development. He has asked  
41 Town Counsel to comment on what the Town can do to prevent the same thing from happening  
42 again. It was noted that the Town can pay for a survey of the property to be developed but it must  
43 have the permission of the property owner. There are limitations to what the Selectmen can do as  
44 the property of interest is private property. The Board would like to be able to advise the  
45 residents and assist where possible.  
46

47 Mr. Boynton noted that the building department fees would be on the next Selectmen's agenda.  
48 Mr. Crowley has met with the Building Commissioner to discuss the fees, which are currently too  
49 low and not covering costs.

DRAFT

1  
2 Mr. Crowley stated he would like to see sandwich boards be permitted by regulation. Mr.  
3 Trindade said that the zoning bylaw would need to be amended to allow their use.

4  
5 Mr. Trindade spoke about the news he sees discussed on the Friends of Medway Facebook page.  
6 He mentioned that there seems to be some opposition to the proposed assisted living facility on  
7 Village Street. Mr. Crowley responded that it is very likely something would be developed on the  
8 land and likely to be a dense development. If residents want a say in it, they need to make their  
9 desires known.

10  
11 Mr. Crowley reported that he spoke with Puja Mehta in Senator Spilka's office yesterday. They  
12 discussed the environmental bond bill that allocates \$1 million to Medway for Choate Park  
13 improvements. He said the Town may have to draw up a detailed plan and do some design work  
14 to be able to qualify for the release of the state funding. He said the bond has been passed, but it  
15 is up to the Governor to release the funds, which would likely be done piecemeal. Mr. Trindade  
16 suggested asking the Community Preservation Committee for the funds to do the design work.  
17 Mr. Foresto suggested using available grant writer funds to ask PGA Associates to do the work.  
18 Mr. Crowley thought the work could be done by staff.

19  
20  
21 **At 8:10 a.m., Selectman Trindade moved to adjourn; Selectman Foresto second; No**  
22 **discussion; All ayes 4-0-0.**

# **AGENDA**

# **ITEM #14**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #15**

**Selectmen's Reports**