

Board of Selectmen

Dennis P. Crowley, Chair

John A. Foresto, Vice-Chair

Richard A. D'Innocenzo, Clerk

Glenn D. Trindade

Maryjane White



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

TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

May 4, 2015, 6:30 PM

Sanford Hall, Town Hall

155 Village Street

Agenda

6:30 PM

- Call to order; Recitation of the Pledge of Allegiance
- Executive Session, Exemption 3: To discuss strategy with respect to collective bargaining or litigations if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares [Patrick Roque]
- Public Comments

Other Business

1. Authorization of Chairman to Execute Contract with Weston & Sampson for Construction Engineering and Oversight – Water Main Replacement Project - \$165,000
2. Authorization of Chairman to Execute Contract with Clean Harbors for Household Hazardous Waste Day - \$10,000
3. Authorization of Chairman to Execute Contract with Concrete Modular Systems Inc. for Cassidy Restroom - \$55,905.95
4. Authorization of Chairman to Execute Contract Change Order from Guidry & Platt Real Estate Analysts for Re-Appraisal of Route 109 Corridor - \$47,348
5. Authorization of Chairman to Execute Contract with Howard S. Dono & Associates for Review Appraisal of Route 109 Corridor - \$23,625
6. Authorization of Chairman to Execute Contract Amendment for Revised Contract End Date for Shared Energy Manager – August 24, 2015
7. Authorization of Chairman to Execute Contract with Atty. Peter J. Epstein for Renegotiation of Cable Contract
8. Approval – One-Day Liquor License Applications
 - a. Barbara & Michael Faron – Thayer Homestead – June 7, 2015
 - b. Jennifer Gallager – Thayer Homestead – May 23, 2015
 - c. Susan Lynch – Thayer Homestead – May 31, 2015
 - d. Donald Ralph/Staples – Thayer Homestead – May 19, 2015 [rescheduled from 1/28/15]
 - e. Kathleen & Michael Russo – Thayer Homestead – May 17, 2015

9. Action Items from Previous Meeting

10. Approval of Warrants

11. Approval of Minutes

12. Town Administrator's Report

13. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

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

May 18, 2015 ---- Regular Meeting

Public Comments

AGENDA

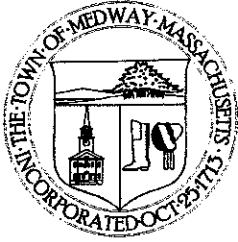
ITEM #1

Authorization of Chairman to Execute Contract with Weston & Sampson for Construction Engineering and Oversight – Water Main Replacement Project - \$165,000

Associated back up materials attached.

- Memorandum from Tom Holder, DPS Director, dated April 30, 2015
- Memorandum from Town Counsel approving all documents dated April 30, 2015
- Contract between Town of Medway and Weston & Sampson

Proposed motion: I move that the Board authorize the Chairman to execute the contract with Weston & Sampson for construction engineering and oversight relative to the water main replacement project in the amount of \$165,000, conditioned upon the approval of the Town Accountant



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
Michael Boynton, Town Administrator

From: Thomas Holder | Director, DPS 

Date: April 30, 2015

ECopy (without attachments): Dave D'amico | Deputy Director, DPS
Melanie Phillips | Finance Director
Carol Pratt | Town Accountant

RE: **Weston & Sampson Engineering Services Contract**

Please find the attached contract between the Town and Weston & Sampson for Engineering Services Associated with the water main replacement on Highland and Winthrop Streets. The value of this contract is \$165,000. This engineering work will include full time construction oversight, financial management, and the creation and submittal of as-built drawings.

The construction work was awarded to Gravity Construction and that contract is in process and will be presented at the next Selectmen Meeting May 18th.

Both of these contracts are being funded through that State Revolving Fund program. We are presently awaiting approval from the Massachusetts Clean Water Trust scheduled for consideration at their May 6th Board meeting. With a favorable vote at that time, we will have the funding source for this combined engineering and construction work formally voted by the State which will enable us to assign this cost to a Town account.

Thank you for your consideration.

Attachment: Weston & Sampson Contract

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

P&A PETRINI & ASSOCIATES, P.C.
Counselors at Public Law

372 Union Avenue | Framingham, MA 01702
(Tel) 508-665-4310 | (Fax) 508-665-4313
www.petrinilaw.com

April 30, 2015

VIA REGULAR MAIL AND EMAIL

David D'Amico
Town of Medway
155 Village Street
Medway, MA 02053

Re: Contracts – Howard S. Dono & Associates and Weston & Sampson

Dear Mr. D'Amico:

Enclosed approved as to form are (1) three copies of the contract between the Town and Howard S. Dono & Associates regarding the review of appraisals, and (2) four copies of the contract between the Town and Weston & Sampson for Water Main Construction Engineering Services. Please note I have substituted the revised certificates of insurance which you and Mr. Holder sent to me into the copies I have signed in place of the original certificates that were provided. The original certificates are also enclosed.

Very truly yours,



Christopher L. Brown

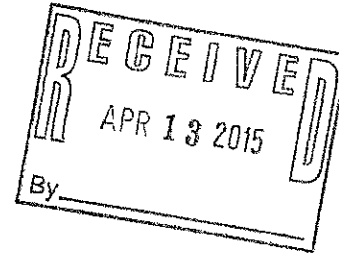
Enclosures

2015.04.30 Letter to D. Damico re contracts (1301-00)

Town of Medway, Massachusetts

April 6, 2015

Mr. Thomas Holder
Director
Department of Public Works
Town of Medway
155 Village Street
Medway, MA 02053



Re: Construction Engineering Services
FY15 Water Main Replacement

Dear Mr. Holder:

Enclosed please find four copies of the executed contract for construction engineering services for the FY15 Water Main Replacement project. We have assumed that full-time resident inspection services will be required up through the end of the water main work and temporary paving, which we expect to conclude during or before November 2015 and that full-time resident inspection services will not be required for final paving work in the spring of 2016.

We thank you for the opportunity to serve the Town of Medway. Please call if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bruce Adams".

Bruce Adams, P.E.
Vice President

Enclosures

O:\Medway MA\Water Mains FY15\Contract\CA-RR\CV Letter Construction Svcs.docx

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT for **Water Main Construction Engineering Services**, (hereinafter referred to as the "Project"), shall be effective as of the date it becomes fully executed by all parties hereto and between Weston & Sampson Engineers, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 5 Centennial Drive, (HQ), Peabody, MA, 01960-7985, (hereinafter referred to as the "CONSULTANT"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONSULTANT and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONSULTANT
- 2) CONSULTANT'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONSULTANT shall furnish all materials, labor and equipment, and perform all work required in order to provide construction engineering services for the FY 2015 replacement water mains as more fully described in Attachment A of the Contract Documents, and the CONSULTANT agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within 7 calendar days after the TOWN issues a written Notice to Proceed to the CONSULTANT, and shall be entirely completed within 500 calendar days following commencement.

- (b) The CONSULTANT hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONSULTANT to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONSULTANT shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONSULTANT for the performance of this Agreement the sum of \$165,000 (One Hundred Sixty Five Thousand Dollars)

Lump sum payment

Not to exceed limit

Time card/unit price estimated amount

(a) Lump Sum. If services are to be provided on a lump sum basis, the total amount of compensation due to the CONSULTANT in consideration of the full performance of services by the CONSULTANT is the amount set forth above. The TOWN shall pay the CONSULTANT as services are performed by the CONSULTANT based upon the portion of services completed.

(b) Not to Exceed Limit. If services are to be provided subject to a not to exceed limit, the total amount of compensation due to the CONSULTANT in consideration of the full performance of services by the CONSULTANT shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the CONSULTANT on a time card/unit price basis as provided in paragraph c. below, subject to the not to exceed limit.

(c) Time Card/Unit Price. If services are to be provided on a time card/unit price basis, payments shall be made to the CONSULTANT for services performed based upon the salary or hourly rate or unit price schedule included in the CONSULTANT'S bid or proposal or attached as an Exhibit. Compensation for services performed by authorized subcontractors shall be on the basis of the actual costs to the CONSULTANT unless otherwise specified herein or in the CONSULTANT'S bid or proposal. The CONSULTANT shall use his best efforts to complete the performance of his services within the estimated amount set forth above. The CONSULTANT shall advise the TOWN at such time as the estimated amount has been reached. The TOWN shall not be obligated to pay for any amount in excess of the estimated amount, unless the TOWN gives the CONSULTANT a written notice authorizing the further performance of services and the incurring of additional costs for such services.

(d) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:

On a monthly basis, forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONSULTANT ninety percent of the invoice. Upon satisfactory completion of the work, forty-five days after receipt of an invoice for final payment, the TOWN shall pay the CONSULTANT all amounts due under the Agreement, including the retainage.

- (b) With any invoice, the CONSULTANT shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONSULTANT, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

- (c) The acceptance by CONSULTANT of its final payment under this Agreement shall operate as a release to Town of all claims and all liability to CONSULTANT. No payment, however, final or otherwise, shall operate to release CONSULTANT from its obligations under this Agreement.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONSULTANT with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such reasonable time as the TOWN shall specify in writing, the TOWN shall notify the CONSULTANT in writing that there has been a breach of the Agreement, and the CONSULTANT shall make a good faith effort to remedy the breach expeditiously. If the CONSULTANT fails to remedy the breach within the specified time period, the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONSULTANT shall pay the TOWN any money that the TOWN shall pay another CONSULTANT for the completion of the work, in excess of what the TOWN would have paid the CONSULTANT for the completion of the work, and the CONSULTANT shall reimburse the TOWN for all expenses incurred by reason of said breach, up to ten percent of the contract value. In case of such breach, the CONSULTANT shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONSULTANT shall be determined by the TOWN and certified to the CONSULTANT.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) By executing this Agreement, the CONSULTANT assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (c) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONSULTANT. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONSULTANT shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (d) If for any reason the TOWN terminates the Agreement due to lack of funding, CONSULTANT hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONSULTANT for everything done, furnished for or relating to the work pursuant to this agreement.
- (e) The CONSULTANT shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:

Thomas Holder
Director DPS
Town Hall
155 Village Street
Town of Medway, MA 02053

Consultant:

Bruce W. Adams, PE
Vice President
Weston & Sampson Engineers, Inc.
5 Centennial Drive
Peabody, MA 01960-7985

ARTICLE 9. INSURANCE

- (a) The CONSULTANT shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. Automobile liability coverage shall be in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage liability. The policies shall be primary and non-contributory with regard to any other insurance available to the Town and shall contain waivers of subrogation in favor of the Town.
- (b) The CONSULTANT shall, at its own expense, obtain and maintain a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- (c) The CONSULTANT shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement. The policy shall contain a waiver of subrogation in favor of the Town.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall acknowledge that the TOWN is included as an additional insured under the general liability and motor vehicle liability insurance policies.** Since this insurance is normally written on a year-to-year basis, the CONSULTANT shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) Indemnification.

(1) Indemnity for claims that arise from non-professional services: Consultant hereby agrees to indemnify, defend, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the acts, omissions, or provision of Consultant's services, or any activities, operations, conducts, negligence, or omissions of Consultant or its agents, as described below, regardless of whether same is caused in part by Town or any third party. Nothing in this paragraph shall apply to indemnification for claims arising from professional services, which is addressed below in article 8(e)(2).

(2) Indemnity for claims that arise from professional services: To the fullest extent permitted by law, Consultant agrees to indemnify and hold the Town, its officers, directors, shareholders and employees harmless from and against claims, liabilities, damages, penalties, judgments, and costs (including costs of remedial design, remedial construction, and reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of professional services. Nothing in this section shall apply to indemnification for claims arising from non-professional services which are addressed in article 8(e)(1).

(3) The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONSULTANT under the Agreement.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS (not required)

ARTICLE 11: SUBCONTRACTING OF WORK

The CONSULTANT shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 12: PREVAILING WAGE RATES (not required)

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONSULTANT, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONSULTANT that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONSULTANT harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 14: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 15: GUARANTEE OF WORK

(a) The CONSULTANT's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

(b) CONSULTANT's Services shall be guaranteed by CONSULTANT against any and all defects or damages caused by the failure to provide its services consistent with the standard of care set forth in article 15(a) above for a period of three (3) years from the date of completion of CONSULTANT's Services. CONSULTANT shall be responsible during such period, or within three (3) years of the time when the TOWN knew of or should have known of such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages. The CONSULTANT makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 16: GOVERNING LAW

The CONSULTANT shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

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

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONSULTANT and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONSULTANT. Neither the TOWN nor the CONSULTANT shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONSULTANT agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONSULTANT shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONSULTANT certifies under the penalties of perjury that the CONSULTANT has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 19: CORPORATE CONTRACTOR

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

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

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONSULTANT: Weston & Sampson Engineers, Inc.

TOWN OF MEDWAY
By its Board of Selectmen

By: 

Bruce W. Adams, PE
Title: Vice President
Corporate Seal:


Town Accountant


Department of Public Services

Dated: _____

Dated: 4.13.15

Funding Source:
Account: _____

Approved As To Form

Town Counsel

Dated: 4/26/15

ATTACHMENT A
ARTICLE 2 - SCOPE OF WORK
FY15 WATER MAIN CONSTRUCTION ENGINEERING SERVICES

ARTICLE 2 - SCOPE OF WORK - Water Main Replacement Construction Engineering Services

2.1 Construction Engineering Office Services

The ENGINEER agrees to perform the following tasks prior to and during the construction phase of the PROJECT.

- 2.1.1 Meet with the OWNER or designated representative of the OWNER, local officials (and state officials as appropriate) throughout the construction phase of the PROJECT to discuss construction issues, progress of the PROJECT, and to coordinate the work as needed.
- 2.1.2 Arrange and conduct a pre-construction conference with the CONSTRUCTION CONTRACTOR, the OWNER and representatives of the Police and Fire Department, OWNER's EEO, Transportation, Utilities and any other group directly affected by the construction.
- 2.1.3 Coordinate and attend a public meeting with residents and/or City Officials to present the project and potential impacts.
- 2.1.4 Review shop drawings and test reports submitted by the CONSTRUCTION CONTRACTOR for general compliance with contract documents. This review shall not include review of the accuracy or the completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means and methods, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems, or construction safety precautions, all of which are the sole responsibility of the CONSTRUCTION CONTRACTOR
- 2.1.5 Prepare change orders that may be required during the PROJECT.
- 2.1.6 Prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.
- 2.1.7 Conduct periodic visits to the construction site by project manager or project engineer to observe construction progress and (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the

portion of the Work to be completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents.

- 2.1.8 Review CONSTRUCTION CONTRACTOR'S monthly application for payment requests based on quantities and works completed, and prepare a recommendation to the OWNER for payment to the CONSTRUCTION CONTRACTOR.
- 2.1.9 Prepare periodic and final DEP grant reimbursement requests as appropriate.
- 2.1.10 Prepare and submit recommendation of substantial completion to the OWNER.
- 2.1.11 Prepare record drawings of the completed project and submit one (1) set of reproducibles to the OWNER. ENGINEER is not responsible for any errors or omissions in the information provided by others that are included into the record drawings.

2.2. Resident Project Representative Services

The services for the Resident Project Representative for the Water Main Replacement project shall be on a full time basis.

2.2.1 General

Resident Project Representative is the ENGINEER's Agent and shall act under the supervision of the ENGINEER. His authority and responsibilities are limited to observing the work for general conformance to the contract documents, and are not to be construed as directing or supervising the work. He shall confer with the ENGINEER regarding his actions. His involvement in matters pertaining to onsite work will, in general, be with the ENGINEER and CONSTRUCTION CONTRACTOR, keeping the OWNER advised as indicated below and as necessary. His involvement with subcontractors will only be through or in the presence of the CONSTRUCTION CONTRACTOR or his designated representative. He shall generally communicate with the OWNER with the knowledge of the ENGINEER.

2.2.2 Duties and Responsibilities of the Resident Project Representative:

- A. Schedules: Review the proposed progress schedule, schedule of shop drawing submissions and schedule of project values, all as prepared by the CONSTRUCTION CONTRACTOR and consult with the ENGINEER concerning their acceptability.
- B. Conferences: Attend a preconstruction conference; establish a monthly schedule of work progress meetings and other pertinent conferences as required in consultation with the ENGINEER or the OWNER and notify in advance those expected to attend. Attend meetings and prepare, circulate and maintain copies of minutes thereof.
- C. Liason:
1. Serve as ENGINEER's liaison with CONSTRUCTION CONTRACTOR, working principally through CONSTRUCTION CONTRACTOR's designated onsite representative, and assist him in understanding the intent of the contract documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONSTRUCTION CONTRACTOR when CONSTRUCTION CONTRACTOR's operations affect the OWNER's onsite operations.
 2. Assist in obtaining from the OWNER additional details or information when required at the job site for proper execution of the work.
- D. Shop Drawings and Samples:
1. Maintain a file of shop drawings and samples submitted by the CONSTRUCTION CONTRACTOR.
 2. Advise ENGINEER and CONSTRUCTION CONTRACTOR immediately at the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by the ENGINEER.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. Observe daily work in progress, on a part-time basis, to determine (1) if the work is proceeding in general conformance with the contract documents and (2) that completed work generally conforms to the contract documents. The Resident Project Representative shall confirm the accuracy of horizontal and vertical controls established by the CONSTRUCTION CONTRACTOR prior to the start of construction, but such does not relieve the CONSTRUCTION CONTRACTOR of its independent obligation to establish the starting controls.
 2. Report to the ENGINEER who, in turn, will notify the OWNER whenever any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any

inspections, tests, or approvals required to be made. Advise the ENGINEER when he believes work should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the CONSTRUCTION CONTRACTOR of work failing to meet the contract requirements.

3. Verify that tests, equipment, and system start-ups are performed and operating and maintenance training is conducted as required by the contract documents and in the presence of the required personnel, and that the CONSTRUCTION CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, and record the outcome of these inspections.
5. Performance of the services outlined in Subsection "E", parts 1 through 4, will not guarantee the CONSTRUCTION CONTRACTOR's performance, but it endeavors to verify compliance with the contract documents and thereby protect the OWNER against defects and deficiencies in the work. Nothing in Subsection "E" relieves the CONSTRUCTION CONTRACTOR of its independent obligations under its contract with the OWNER in performing its services. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR's failure to perform the construction work in accordance with the contract documents nor for the CONSTRUCTION CONTRACTOR's construction methods and procedures, nor for the safety program and safety precautions implemented by the CONSTRUCTION CONTRACTOR

F. Interpretation of Contract Documents: Transmit to the CONSTRUCTION CONTRACTOR, clarifications and interpretations of the contract documents.

G. Modifications:

3. Consider and evaluate the CONSTRUCTION CONTRACTOR's suggestions for modifications in contract documents and report them with recommendations to the ENGINEER.
4. Monitor and record the labor, equipment and materials utilized by the CONSTRUCTION CONTRACTOR and subcontractors when modifications are constructed.

H. Records:

1. Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings, sample submissions, reproductions of original contract documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the

ENGINEER's clarifications and interpretations of the contract documents, progress reports, record drawings and records, and other project-related documents.

2. Record hours worked by the CONSTRUCTION CONTRACTOR on the job site; weather conditions; data relative to questions of extras or deductions; list of principal visitors and representatives of fabricators, manufacturers, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
3. Record names, addresses and telephone numbers of the CONSTRUCTION CONTRACTOR, subcontractors, and major suppliers of equipment and materials.

I. Reports:

1. Prepare periodic reports as required of progress of the work and of the CONSTRUCTION CONTRACTOR's compliance with the progress schedule and schedule of shop drawing submissions.
2. Consult with the ENGINEER in advance of scheduled major tests, inspections by others or start of important phases of the work.
3. Obtain all backup material, prepare and recommend to the ENGINEER Change Orders, Extra Work Orders, and Field Changes.

J. Payment Requisitions: Review applications for payment with the CONSTRUCTION CONTRACTOR for compliance with the established procedure and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

K. Certificates, Operation and Maintenance Manuals: During the course of the work verify that certificates, operation and maintenance manuals and other data required to be assembled and furnished by the CONSTRUCTION CONTRACTOR are applicable to the items actually installed and deliver this material to the ENGINEER for review.

L. Completion:

1. Before the ENGINEER issues a recommendation of substantial completion to the OWNER, submit to the CONSTRUCTION CONTRACTOR a list of observed items requiring correction or completion.

2. Conduct final observation of the project in the company of the ENGINEER, OWNER, and the CONSTRUCTION CONTRACTOR and prepare a final list of items to be corrected.
3. Verify that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance and start of warranty.

2.2.3 Limitations of Authority: The Resident Project Representative:

- A. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- B. Shall not direct, supervise, or undertake any of the responsibilities of the CONSTRUCTION CONTRACTOR.
- C. Shall not expedite work for the CONSTRUCTION CONTRACTOR.
- D. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- E. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
- F. Shall not authorize the OWNER to occupy the PROJECT in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.
- H. Shall not exceed limitations of the ENGINEER's authority as set forth in the contract documents.
- I. Shall not issue "stop work" orders unless directed by the OWNER, in writing, to do so.

O:\MEDWAY MAWATER MAINS FY15\CONTRACT\CA-RR\2015-04-02 FY15 WATER MAIN CA-RR SCOPE OF SERVICES.DOC


CERTIFICATE AS TO CORPORATE BIDDER

I, Robert Goober Certify that I am Clerk of the Corporation named as Bidder in the within Bid Form that Bruce Adams, who signed said Bid Form on behalf of the Bidder was then Vice President of said Corporation; that I know his signature and that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)



(Signature)



(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2015

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Construction	
	PHONE (A/C No. Ext): (508) 651-7700 FAX (A/C No.): E-MAIL ADDRESS:	
INSURED Weston & Sampson Engineers, Inc. Five Centennial Drive Peabody MA 01960	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Divide Insurance Co	25224
	INSURER B: Starr Indemnity & Liability Co.	38318
	INSURER C: Zurich American Insurance Co.	16535
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: MASTER 2015.5 + PROF LIAB REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLP200736212	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Contractual Liability					PERSONAL & ADV INJURY \$ 1,000,000
	coverage per policy form					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		MAA2007361-12 MA	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BAP2007360-12 AOS	1/1/2015	1/1/2016	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	1000021472	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 9,000,000
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA200735912	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	Coverage applies in			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	MA, CT, FL, GA, NH, NY, RI, SC			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			VT and WI			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL/POLLUTION LIABILITY		EOC9671257-06	7/3/2014	7/3/2015	PER CLAIM \$3,000,000
						ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
RE: ENGINEERING SERVICES TOWN OF MEDWAY IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF MEDWAY DEPT. OF PUBLIC WORKS ATTN: Thomas Holder, Director 155 VILLAGE STREET MEDWAY, MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/PMA

ACORD 25 (2010/05)

INS025 (201005) 01

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AGENDA

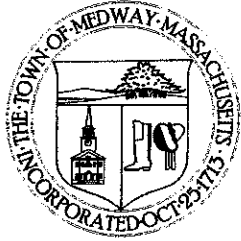
ITEM #2

Authorization of Chairman to Execute Contract with Clean Harbors for Household Hazardous Waste Day – \$10,000

Associated back up materials attached.

- Memorandum from Tom Holder, DPS Director, dated April 30, 2015
- Draft contract between Town of Medway and Clean Harbors

Proposed motion: I move that the Board authorize the Chairman to execute the contract with Clean Harbors for Household Hazardous Waste Day services in the amount of \$10,000, conditioned upon the approvals of Town Counsel and Town Accountant and receipt of all final documentation.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

MEMORANDUM

To: Board of Selectmen
Michael Boynton, Town Administrator

From: Thomas Holder | Director, DPS 

Date: April 30, 2015

ECopy (without attachments): Dave D'amico | Deputy Director, DPS
Melanie Phillips | Finance Director
Carol Pratt | Town Accountant

**RE: Clean Harbors Contract
Household Hazardous Waste Day**

Please find the attached draft contract between the Town and Clean Harbor Environmental Services Associated with the 2015 Household Hazardous Waste Day Collection. The value of this contract is not-to-exceed \$10,000.00 which is consistent with the cost of this program over recent years. The final version, with Clean Harbors' signatures, is in process and will be available for Selectmen Chair approval prior to the May 16th event.

Thank you for your consideration.

Attachment (1): Clean Harbors Contract

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This AGREEMENT shall be effective as of the date it becomes fully executed by and between the Town of Medway (hereinafter "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

Community and Clean Harbors hereby agree as follows:

1. On May 16, 2015, Clean Harbors shall have present at Alder Road (the "Site") an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations.
2.
 - a. Community agrees to pay Clean Harbors for services under this agreement in accordance with the attached Rate Schedule ("Rates") with the condition the Community not pay more than \$10,000.00 (the "Contract Limit").
 - b. The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation and disposal of Household Waste accepted by Clean Harbors at the site has reached the Contract Limit. The Community Coordinator must be present at all times and will be responsible for terminating the collection program upon notification by the Site Chemist that the contract Limit has been reached.
 - c. Clean Harbors shall not be obligated to accept any waste for transportation or disposal after the Contract Limit has been reached.
 - d. Community agrees to pay Clean Harbors within forty-five days of receipt of the invoice at the appropriate town office.
3. The Community shall provide a police officer to maintain order and an authorized representative ("Community Coordinator") at the Site to carry out the responsibilities specified in Paragraph 2.b. above.
4. Clean Harbors shall accept only household hazardous wastes for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. The Community hereby grants to Clean Harbors the absolute right to reject any Wastes delivered to the site.
6. Clean Harbors shall be deemed to be the "generator" of all Wastes accepted by Clean Harbors at the Site.
7. Clean Harbors shall transport for disposal all Wastes which it has accepted at the Site. Such Wastes shall be transported to licensed facilities for lawful disposal.
8. Clean Harbors represents that it shall possess on the day of collection:

- a. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;
 - c. A vehicle identification device for each vehicle used by Clean Harbors to transport Wastes from the Site;
 - d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier.
 - e. Liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance.
 - f. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce.
9. Title to all Wastes accepted by Clean Harbors at the Site shall pass to Clean Harbors.
 10. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.
 11. The Community shall use best efforts to assure that all Wastes approved by the Community Coordinator are the Household Wastes of community residents. The community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
 12. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. Community agents or employees, the Community Coordinator and the police officer identified in Paragraph 2 shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Clean Harbors.
 13. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Town of Medway
Director, Department of Public Services
151 Village Street
Medway, MA 02053

To Clean Harbors:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061-9149

Attn: General Counsel (Urgent Contract Matter)

14. INDEMNIFICATION

Clean Harbors hereby indemnifies and agrees to hold harmless and defend the Community and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the Clean Harbors performance of its obligations under this contract, to the extent the same are caused by Clean Harbors' negligence or willful misconduct.

15. INSURANCE

- (a) Clean Harbors shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Community in connection with any operations included in this Contract, and shall have the Community as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
 - (b) Clean Harbors shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
 - (c) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Community. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Community and shall list the Community as additional insured for each policy. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Community at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Clean Harbors shall provide a copy of additional insured endorsements for all policies that require the Community to be listed as an additional insured.
16. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
17. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
18. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement. Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Clean Harbors is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
19. As provided in Commonwealth of Massachusetts contract FAC53, this contract will not be governed by Prevailing Wage Rate Requirements unless a specific job falls under the Public Works definition (which states that anything which alters the appearance of a structure is a Prevailing Wage job). Any service which meets this criterion is subject to Prevailing Wage Rates and these rates will be posted by the Operational Services Division as part of the state

contract and will be valid for the entire duration of the contract, including all extensions. All employees of Clean Harbors engaged in these activities must be paid at least these rates for any work performed under this Contract determined to be working in a public building or on a public work.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives.

Town of Medway
By its Board of Selectmen

Clean Harbors Environmental
Services, Inc.

By: _____
Title: _____
Date: _____

Date: _____

Thomas Holder, Director of DPS
Town of Medway
Date: _____

Approved as to form:

Barbara J. Saint André, Town Counsel

Date: _____

AGENDA

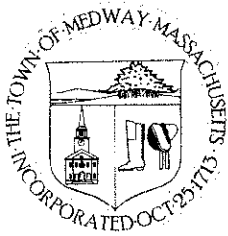
ITEM #3

Authorization of Chairman to Execute Contract with Concrete Modular Systems Inc. for Cassidy Restrooms – \$55,905.95

Associated back up materials attached.

- Memorandum from Dave D'Amico dated April 30, 2015
- Draft contract between Town of Medway and Concrete Modular Systems Inc.

Proposed motion: I move that the Board authorize the Chairman to execute the contract with Concrete Modular Systems Inc. for Cassidy restrooms in the amount of \$55,905.95, conditioned upon the approvals of Town Counsel and Town Accountant and receipt of all final documentation.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

To: Board of Selectmen
Date: April 30, 2015
Subject: Contract Approval - Cassidy Field Bathroom

Attached please find three original copies of the following contract for your signature.

Contractor: Concrete Modular Systems, Inc.

Amount: \$55,905.95

Term: To be completed within eight weeks of contract execution

Description:

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required to construct modular precast concrete restroom for Cassidy Field. The Contractor shall place the pre-fabricated building on a ready foundation provided by the Town. All connections by others.

Quotations:

Bids were received from three contractors.

Concrete Modular Systems, Inc.	\$55,905.95
United Concrete Products, Inc.	\$72,812.00
Public Restroom Company	\$91,456.00

Funding: Article 7, May, 2014 Annual Town Meeting

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for by and between Concrete Modular Systems, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at P.O. Box 531573, St. Petersburg, FL 33747, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

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

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required for **Cassidy Field Precast Concrete Restroom** as more fully described in the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) The work to be performed under this Agreement shall be commenced within five calendar days after the TOWN issues a written Notice to Proceed to the CONTRACTOR, and shall be entirely completed within sixty calendar days following commencement.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$55,905.95 fifty five thousand nine hundred five dollars and ninety five cents as:

- (a) Lump Sum. If services are to be provided on a lump sum basis, the total amount of compensation due to the CONTRACTOR in consideration of the full performance of services by the CONTRACTOR is the amount set forth above. The TOWN shall pay the CONTRACTOR as services are performed by the CONTRACTOR based upon the portion of services completed.
- (b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:

The TOWN shall pay the CONTRACTOR in two payments, ninety (90) percent due upon delivery and ten (10) percent due 60 days after final acceptance by the Town with the unit in service. Payment shall be within forty-five days after receipt by the TOWN as stamped in by the appropriate TOWN office, of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive

payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement..
- (b) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (c) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (d) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway
Tom Holder, DPS Director
155 Village Street
Medway, MA 02053

Contractor:
Frederick Kennedy
V.P General Manager
Concrete Modular Systems, Inc.
P.O. Box 531573
St. Petersburg, FL 33747

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The Contractor shall provide a copy of additional insured endorsement for all policies that require the TOWN to be listed as an additional insured.
- (b) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.
- (d) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount of the Agreement price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory

to the TOWN in the full amount of the Agreement price for payment of all labor and materials used to carry out the Agreement.

ARTICLE 11: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 12: PREVAILING WAGE RATES (FOR INSTALLATION WORK ONLY)

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, as limited by Mass. General Laws chapter 149, section 44E(4), and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 14: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 15: GUARANTEE OF WORK

- (a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Agreement.
- (b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
 - (1) Make goods and services conform to this Agreement;
 - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or

- workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 16: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ARTICLE 19: CORPORATE CONTRACTOR

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

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

*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

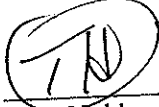
CONTRACTOR: Concrete Modular Systems, Inc.

TOWN OF MEDWAY
By its Board of Selectmen

By: Frederick L. Kennedy Jr

Title: Vice President

Corporate Seal:

 4-29-15
Draft.
Tom Holder - Director
Department of Public Service

DATE SIGNED: _____

Approved As To Form

Town Accountant

Town Counsel

Dated: _____

Dated: _____

Funding Source:

Account: _____

Exhibit D

CERTIFICATE AS TO CORPORATE BIDDER

I Angela H. Moffitt
Certify that I am Admin. Assist. of the
Corporation named as Bidder in the within Bid Form that Frederick L. Kennedy, Jr.
who signed said Bid Form on behalf of the Bidder was then
Vice President of said Corporation; that I know his signature and
that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

59-3632362

Angela H. Moffitt
(Signature)

Admin. Assist.
(Title)

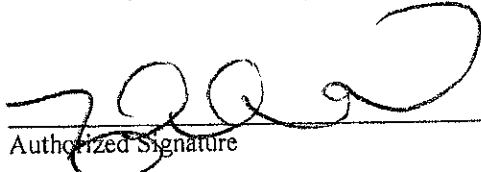
This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit C

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Concrete Modular Systems, Inc. is in compliance with
(name of contractor)

the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Authorized Signature

Frederick L. Kennedy, Jr.
Print Name

Vice President
Title

Concrete Modular Systems, Inc.
Company

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the Concrete Modular Systems Inc
(name of corporation)

held on 3-23-15 Directors were present or waived notice, it was voted that Frederick L.
(date)

Kennedy Jr. Vice President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any

contract or bond of obligation in this company's name on its behalf of such Frederick L. Kennedy Jr.
(officer)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: [Signature]

Place of Business:

700 Brady Rd.
Tampa Springs, FL 34689

I hereby certify that I am the Vice President of the Concrete Modular Systems, Inc.
(Title) (Name of Corporation)

that Frederick L. Kennedy Jr. is the duly elected Vice President of said
(Name of Officer) (Title)

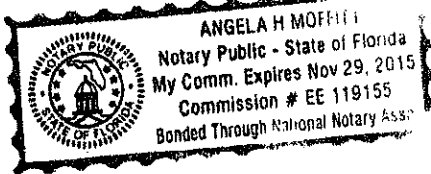
company, and the above vote has not been amended or rescinded and remains in full force and effect as of
the date of this contract.

Signature: [Signature]

Name/Title: Frederick L. Kennedy Jr. - Vice President

Date: 59-3632362
(Corporate Seal)

, ss. April 24th, 2015



Then personally appeared the above named Frederick L. Kennedy Jr. and acknowledged the foregoing
instrument to be his/her free act and deed before me.

Notary Public [Signature]
My commission expires: 11/29/15

Exhibit F

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business: Concrete Modular Systems, Inc.

Signature: _____

Name of Person signing Bid: Frederick L. Kennedy Jr.

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER B&T - Her Wall & Shorner 12485 - 28th Street North Saint Petersburg, FL 33716 727 327-7070	CONTACT NAME: Lisa Fanning PHONE (A/C, No, Ext): 727 327-7070 E-MAIL ADDRESS: lfanning@bhandt.com	FAX No: 888 632-8451 A/C No:
	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Co NAIC # 18988 INSURER B: Progressive Express Insurance C 10193 INSURER C: INSURER D: INSURER E: INSURER F:	

INSURED
 Concrete Modular Systems Inc
 PO Box 531573
 St. Petersburg, FL 33747-1573

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		0023122058762914	05/24/2014	05/24/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		082965846	09/07/2014	09/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Town of Medway is named as Additional Insured with respects to General Liability.

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 <i>Marilyn D. Williams</i>

CERTIFICATE OF LIABILITY INSURANCE

Date
4/24/2015

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirements, 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. Aggregate limits shown may have been reduced by paid claims.

NSR LTR	ACDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER	
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 11-19-180
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":
Concrete Modular Systems, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:
ISSUE 04-24-15 (TLD)

Begin Date 2/8/2010

CERTIFICATE HOLDER
TOWN OF MEDWAY

165 VILLAGE ST
MEDWAY, MA 02053

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

John A. Brown

AGENDA

ITEM #4

**Authorization of Chairman to
Execute Contract Change Order
from Guidry & Platt Real Estate
Analysts for Re-Appraisal of Route
109 Corridor – \$47,348**

Associated back up materials attached.

- Contract change order between Town of Medway and Guidry & Platt Real Estate Analysts

Proposed motion: I move that the Board authorize the Chairman to execute the contract change order from Guidry & Platt Real Estate Analysts for the re-appraisal of the Route 109 corridor in the amount of \$47,348.



TOWN OF MEDWAY

155 Village Street
Medway, Massachusetts 02053

(508) 533-3264 (508) 533-3281 FAX

Michael Boynton
Town Administrator

Change Order

Change Order Number:

1

Change Order Date:

21-Apr-15

Project Name:

RT 109 Appraisals

Contract Date:

3-Feb-14

Original Contract Amount:

\$46,937.00

Change Order Amount:

\$47,348.00

New Contract Amount incl. ALL Change Orders

\$94,285.00

Funding Account Number:

00134222-5482

Vendor

Company Name:

Guidry & Platt Real Estate Analysts

Address Line 1:

PO Box 3087

Contact Name:

Doug Guidry

Address Line 2:

Telephone Number:

866-331-0300

Address Line 3:

Fax Number:

City:

Andover

E-Mail Address:

doug@guidryplatt.com

State:

MA

Postal Code:

01810-0807

Approved By:

Town of Medway

Carol Pratt

Carol Pratt, Town Accountant, Town of Medway

James A. Guidry PARTNER, GUIDRY & PLATT RE ANALYSTS

Vendor Authorized Officer, Title, Company Name

John D. Amos

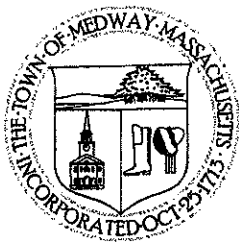
Department Head/Project Manager, Town of Medway

Change Requested:

Re-appraisal of right-of-way easements for the RT 109 Reconstruction project.

Reason For Change:

MassDOT changed the requirements and format of the original appraisals performed by Guidry & Platt. Under the new requirements that they claim is a Federal requirement, the original appraisals have to all be re-appraised and re-formatted. A second site visit is also required if the area of the original appraisal has changed by more than 0.1%.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

Date: April 27, 2015

Subject: Guidry & Platt Change Order No.1
Justification for Cost Increase & Process

Guidry & Platt Real Estate Analysts were hired to perform appraisals associated with the RT 109 Reconstruction project in February, 2014. In the RFP process, they were approved by MassDOT to perform this type of work. MassDOT also provided a recommended timeline and contract requirements for the Town to meet to satisfy the State's Right-of-Way requirements. The contract amount was for \$46,937.

Guidry & Platt completed their contract work with submission of the appraisal report on May 10, 2014. This work was performed after the 75% design submission to MassDOT as directed by MassDOT. In December, 2014, we were notified by MassDOT that the rules governing the right-of-way process had been revised and our appraisal report was not valid. They initially asked for the entire process to start anew. Our assessment, in discussing this request with Guidry & Platt, was that it would take several months to perform, winter weather was a concern, and the cost would be on the order of \$100,000. In addition, the changes required by MassDOT were mostly cosmetic. Their initial report was technically sound and it made little sense to start the process all over again. Guidry & Platt were willing to work with us and MassDOT to develop a hybrid report that built on the existing information and reformat it as requested. This would lower costs and make it possible to meet a schedule calling for all appraisal work to be completed by mid-May.

At the same time, the Town was discussing a Review Appraisal, something also required by MassDOT with the firm of Don Welinsky, Inc. Mr. Welinsky was the second selected appraiser in the original RFP. Mr. Welinsky echoed the concerns of Guidry & Platt that scheduling and costs would be excessive to complete the process from the beginning. At a joint meeting with MassDOT, Guidry & Platt, Mr. Welinsky, GPI engineers, Town Counsel, and Medway DPS, a hybrid approach was accepted that allowed us to meet schedule and contain costs. The change order requested allows Guidry & Platt to complete the revision of their May, 2014 appraisal to meet the requirements of MassDOT resulting in significant savings to the Town. It also allows us to remain on schedule for the RT 109 Construction project.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

Lump Sum Costs to Update Report from 3/2014 to 3/2015 Final Revision March 30, 2015

Organization with Town Eng	2	\$125	\$250.00
Research Cap Rates	6	\$125	\$750.00
Research Land Sales (Res + Comm)	12	\$125	\$1,500.00
Updating Background and editing	8	\$100	\$800.00
Inspecting (Drive-by) All 105 Properties	4	\$100	\$400.00
Inclusion New Subject Photos into 61 Reports	8	\$100	\$800.00
Inclusion of PUE and TS graphics and valuations 20	20	\$100	\$2,000.00
Temp Easement Valuations	20	\$125	\$2,500.00
Fee take before/after	6	\$125	\$750.00
Residential property valuations	6	\$125	\$750.00
Commercial property valuation	8	\$125	\$1,000.00
Verifications	6	\$125	\$750.00
44 Re-Inspections (changes, new ownerships, notices)	44	\$115	\$5,060.00
Write Factual Reports each ownership (61 unchanged)	92	\$100	\$9,200.00
Write Factual Reports each ownership (44 changed)	132	\$100	\$13,200.00
Title Abstract, Sales History, & Deed Data	26	\$100	\$2,600.00
Copy of Contact Letter	13	\$100	\$1,300.00
Copy of Return Receipt of Contact Letter	15	\$100	\$1,500.00
Appraiser Affidavit properly filled out	5	\$125	\$625.00
Edit & Publish Report	3	\$100	\$300.00
After Job Town Conversations	1	\$125	<u>\$125.00</u>
			\$46,160.00
Total Mail Inspection Certification Costs (Hard and Soft)	44	\$27	\$1,188.00
Total Lump Sum Costs			\$47,348
Number of Properties	105		\$450.93

AGENDA

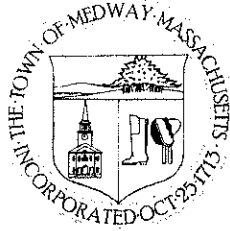
ITEM #5

Authorization of Chairman to Execute Contract with Howard S. Dono & Associates for Review Appraisal of Route 109 Corridor – \$23,625

Associated back up materials attached.

- Memorandum from Dave D'Amico dated April 30, 2015
- Memorandum from Town Counsel approving as to form dated April 30, 2015
- Contract between Town of Medway and Howard S. Dono & Associates

Proposed motion: I move that the Board authorize the Chairman to execute the contract with Howard S. Dono & Associates for review appraisal of the Route 109 corridor in the amount of \$23,625, conditioned upon the approval of the Town Accountant.



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

To: Board of Selectmen
Date: April 30, 2015
Subject: Contract Approval - RT 109 Review Appraisal

Attached please find three original copies of the following contract for your signature.

Contractor: Howard S. Dono & Associates, Inc.
Amount: \$23,625.00
Term: Complete on or about May 15, 2015

Description:

The purpose and intended use of the review reports are to provide the Town of Medway with defensible justification of awards of damages through the use of eminent domain. These are required by MassDOT right-of-way section to qualify for TIP funding.

Quotations:

Bids were received from one contractor.

Howard S. Dono & Associates, Inc.	\$23,625.00
Donald Welinsky, MAI	No bid
Guidry & Platt Real Estate Analysts	No bid

Funding: Ch. 90 RT 109 Reconstruction Project

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

P&A PETRINI & ASSOCIATES, P.C.
Counselors at Public Law

372 Union Avenue | Framingham, MA 01702
(Tel) 508-665-4310 | (Fax) 508-665-4313
www.petrinilaw.com

April 30, 2015

VIA REGULAR MAIL AND EMAIL

David D'Amico
Town of Medway
155 Village Street
Medway, MA 02053

Re: Contracts – Howard S. Dono & Associates and Weston & Sampson

Dear Mr. D'Amico:

Enclosed approved as to form are (1) three copies of the contract between the Town and Howard S. Dono & Associates regarding the review of appraisals, and (2) four copies of the contract between the Town and Weston & Sampson for Water Main Construction Engineering Services. Please note I have substituted the revised certificates of insurance which you and Mr. Holder sent to me into the copies I have signed in place of the original certificates that were provided. The original certificates are also enclosed.

Very truly yours,



Christopher L. Brown

Enclosures

2015.04.30 Letter to D. Damico re contracts (1301-00)

HOWARD S. DONO & ASSOCIATES, INC.

Real Estate Appraisers & Consultants

Howard S. Dono, MRA, IFAS
President /CEO
Joseph R. Evangelista, RA
Senior Partner

217 West Boylston Street
West Boylston, MA 01583
Office (508) 852-1588
Fax (508) 852-1376
Email: info@howardsdono.com
Website: Howardsdono.com

April 30, 2015

Mr. David D'Amico, Deputy Director
Town of Medway
Department of Public Services
125 Village Street
Medway, MA 02053

RFP: Review of 105 Appraisals for eminent domain purposes

Dear Mr.D'Amico:

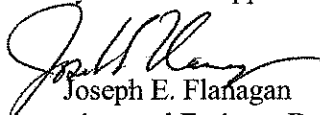
Thank you for the opportunity to bid on the above RFP. Our fee to conduct the appraisal reviews and build a work file to defend the recommended awards of damages shall be \$23,625. Our hourly fee is \$100 except for trial work which is billed at \$200 per hour. We understand that review appraisals need to be completed on or about May 15, 2015.

In order to meet this deadline I shall require immediate authorization to proceed. I also require that the final reports be delivered no later than May 1, 2015. We shall require a full two weeks subsequent to delivery of the final appraisal report to complete our review appraisals.

The reports shall conform to Mass DOT, Right of Way Bureau review standards; however, while the Review Appraiser's checklist will be used deficiencies will not result in rejections of the reports given that the project has been granted waivers from virtually every requirement of the checklist. Joseph E. Flanagan will be the review appraiser on all appraisals.

The purpose and intended use of the review reports are to provide the Town of Medway with defensible justification of awards of damages through the use of eminent domain.

Thank you for this opportunity.

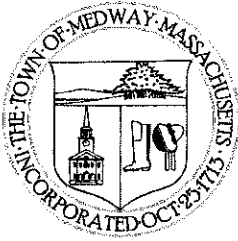


Joseph E. Flanagan

Senior Commercial Appraiser and Eminent Domain Project Manager

HOWARD S. DONO & ASSOCIATES, INC.

Real Estate Appraisers & Consultants



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

THOMAS M. HOLDER
DIRECTOR

DAVID D'AMICO
DEPUTY DIRECTOR

Howard S. Dono & Associates, Inc.
Attn: Joseph Flanagan
217 W. Boylston Street
W. Boylston, MA 01583

April 22, 2015

Re: Notice to Proceed
Review Appraisals - Medway RT 109 Reconstruction Project

Dear Joe:

We are in possession of your contract documents and your quote dated April 22, 2015. They are now going through approval and sign-off. We anticipate having an executed contract within three weeks. Given the critical nature of the work and our compressed time schedule, the Town of Medway through the Department of Public Services is authorizing you to proceed with the work immediately. If for any reason we should fail to execute the contract, please record your time spent on the project. This will be compensated at the rate of \$100 per hour per your quote if necessary.

Please contact me if you have any questions or concerns.

Sincerely,

David E. D'Amico
DPS Deputy Director

xc: Michael Boynton, Town Administrator
Tom Holder, DPS Director

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

HOWARD S. DONO & ASSOCIATES, INC.

Real Estate Appraisers & Consultants



Howard S. Dono, MRA, IFAS
President /CEO
Joseph R. Evangelista, RA
Senior Partner

217 West Boylston Street
West Boylston, MA 01583
Office (508) 852-1588
Fax (508) 852-1376
Email: info@howardsdono.com
Website: Howardsdono.com

April 16, 2015

Mr. David D'Amico, Deputy Director
Town of Medway
Department of Public Services
125 Village Street
Medway, MA 02053

RFP: Review of 105 Appraisals for eminent domain purposes

Dear Mr.D'Amico:

Thank you for the opportunity to bid on the above RFP. Our fee to conduct the appraisal reviews and build a work file to defend the recommended awards of damages shall be \$23,625. Our hourly fee is \$100 except for trial work which is billed at \$200 per hour. We understand that review appraisals need to be completed on or about May 15, 2015.

In order to meet this deadline I shall require immediate authorization to proceed. I also require that the final reports be delivered no later than May 1, 2015. We shall require a full two weeks subsequent to delivery of the final appraisal report to complete our review appraisals.

The reports shall conform to Mass DOT, Right of Way Bureau review standards; however, while the Review Appraiser's checklist will be used deficiencies will not result in rejections of the reports given that the project has been granted waivers from virtually every requirement of the checklist. Joseph E. Flanagan will be the review appraiser on all appraisals.

The purpose and intended use of the review reports are to provide the Town of Medway with defensible justification of awards of damages through the use of eminent domain.

Thank you for this opportunity.

A handwritten signature in dark ink, appearing to read "Joseph E. Flanagan". The signature is fluid and cursive.

Joseph E. Flanagan
Senior Commercial Appraiser and Eminent Domain Project Manager
HOWARD S. DONO & ASSOCIATES, INC.
Real Estate Appraisers & Consultants

A large, stylized handwritten mark, possibly initials or a signature, located at the bottom right of the page. It consists of several overlapping loops and lines.

**AGREEMENT BETWEEN
THE TOWN OF MEDWAY AND HOWARD S. DONO & ASSOCIATES, INC.**

PROFESSIONAL APPRAISAL SERVICES

THIS IS AN AGREEMENT effective as of the date it becomes fully executed by all parties hereto, by and between the Town of Medway, 155 Village Street, Medway, Norfolk County, Massachusetts (hereinafter referred to as "Town"), and Howard S. Dono & Associates, Inc., (hereinafter "Consultant"), an appraisal firm incorporated in the state of Massachusetts with its principle place of business at 217 West Boylston Street, West Boylston, MA.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant concerning **APPRAISAL SERVICES** (hereinafter referred to as the "Project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

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

1.0 CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between Town and Consultant
- 2) Invitation for bids, RFP, quotation specifications, or request for proposals.
- 3) Consultant's quotation or proposal dated April 16, 2015
- 4) Town letters of all Addendums and clarifications.
- 5) Copies of all required bonds, certificates of insurance, and licenses required under the contract.

2.0 CONSULTANT'S SERVICES

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in the Consultant's proposal (hereinafter referred to as "Appraisal Services").

3.0 GUARANTEES AND WARRANTIES BY CONSULTANT

Except as otherwise specified, Appraisal Services shall be guaranteed by Consultant against any and all defects or damages caused thereby for a period of three years from the date of completion of Appraisal Services. Consultant shall be responsible during such period, or within three years of the time when the Town knew or should have known of such defects or damages, if later, for any repair, changes, or remedial work necessitated by such defects or damages.

4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Copies of all documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance

of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Appraisal Services.

5.0 TOWN'S RESPONSIBILITIES

Town shall appoint a person to serve as liaison between Town and Consultant with respect to the Project and Appraisal Services. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Appraisal Services. However, Town shall not be required to provide information not readily available to it.

6.0 PAYMENT BY THE TOWN FOR APPRAISAL SERVICES

The Town shall pay the Consultant for the performance of this Agreement, not to exceed sum of \$23,625 (Twenty three thousand six hundred and twenty five dollars).

The Town shall make payment per the Consultant's proposal and payment schedule within. Payment will be forty five days after receipt of an invoice stamped in by the appropriate Town office for work performed or materials supplied. Upon satisfactory completion of the work, forty five days after receipt of an invoice for final payment, the Town shall pay the Consultant all amounts due under the Contract.

This Agreement does not provide for the payment by Town to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the Town. The acceptance by Consultant of its final payment under this Agreement shall operate as a release of the Town of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

The Town will reimburse the Consultant for any reasonable additional costs incurred to prepare and appear for trial on the Town's behalf for any claims arising out of the Consultant's work for the Town under this Agreement. The Town will pay the Consultant for post appraisal conferences, pre-trial preparation, and court appearances on the Town's behalf (collectively referred to as litigation support activities) all of which will be billed at the rate of \$200 per hour, including travel and preparation time.

The Consultant shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Consultant in the preparation of the proposal documents, as reasonably determined by the individual responsible for administering the appraisal contract. In circumstances where changes are required that could not be foreseen by the Consultant, each change will be billed at the rate of \$100 hourly as described on the Bid Form submitted as part of the Consultant's proposal dated April 16, 2015.

7.0 SUSPENSION OF WORK

If Town is unable to proceed with the Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Appraisal Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

8.0 TERMINATION

8.1 By Town

8.1.1 In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Appraisal Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another appraiser for the completion of Appraisal Services, in the excess of what Town would have paid Consultant for the completion of Appraiser Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due consultant shall be determined by Town in good faith.

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

8.1.3 In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

8.1.4 After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

8.1.5 Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

8.2 By Consultant

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

8.3 Force Majeure

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

9.0 INSURANCE

Consultant shall provide and maintain insurance at its own expense until the completion of Appraisal Services as set forth below:

9.1 Worker's compensation insurance in accordance with state law;

9.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Town shall be named an additional insured.

9.3 The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached as part of Exhibit B to this Agreement.

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

9.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall

provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

10.0 INDEMNIFICATION

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

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement

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

11.2 Assignment of Interest

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

11.3 Subcontractors

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

11.4 Inspection by Town

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

11.5 Incorporation of Applicable Law

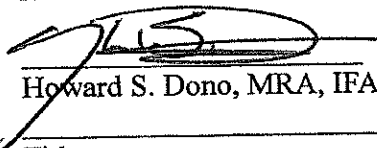
Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement,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

Consultant

By its duly authorized representative

By its Board of Selectmen

By:



 Howard S. Dono, MRA, IFAS

Title:

President, Howard S. Dono & Associates, Inc.

 Thomas Holder- Director
 Department of Public Service

Funding Source:


Account: 00134222-5482

Dated: _____

Town Accountant

Dated: _____

Approved as to availability of funds



Town Counsel

Dated: 4/20/15

Approved as to form

CERTIFICATE AS TO CORPORATE CONSULTANT

I Howard S. Dano, MRA, IFAS

Certify that I am President/CEO of the Corporation named as

Consultant in the Proposal; that _____

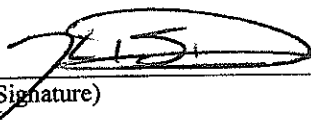
Howard S. Dano who signed said Proposal on behalf of the Consultant was then

President/CEO of said Corporation; that I know his signature and that his

signature hereto is genuine and that said Proposal was duly signed, sealed, and executed for and on behalf of said

Corporation by authority of its Board of Directors.

(Corporate Seal)



(Signature)

President/CEO

(Title)

This Certificate must be completed where the Consultant is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

CERTIFICATE OF VOTE

(to be filed if Consultant is a Corporation)

I, Howard S. Dono, hereby certify that I am the duly qualified and acting
(Secretary of the Corporation)

Secretary of Howard S. Dono & Associates, Inc. and I further certify that at
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on 4/16/2015,
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously passed:

VOTED:

To authorize and empower

Howard S. Dono

Anyone acting singly, to execute Forms of General Quotation, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: [Signature]
(Secretary of Corporation)
A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

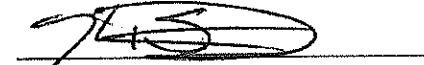
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business:

Howard S. Doro & Associates, Inc.

Signature:



Name of Person signing Proposal:

Howard S. Doro, MRA, IFAS
President / CEO

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc. hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 19, 2014.

VOTED: To authorize

Francis W. Yanuskiewicz
Peter M. Smith
Patrick J. Connelly
Michael J. Scipione
Bruce W. Adams
Barbara K. Cook
Christopher M. Perkins

Robert A. Goober
George D. Naslas
Eugene R. Bolinger
Donald G. Gallucci
Kent M. Nichols
Christopher B. Wester
Cheri Ruane

David M. Elmer
Blake A. Martin
Frank M. Ricciardi
Robert Horner
John A. Bocchino
Prasanta K. Bhunia
John J. Wright

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$1,000,000, during the fiscal year 2015 .

VOTED: To authorize

Richard J. Messer
Jeffery F. Budrow

Jeffrey A., Wilson
Kenneth J. Bisceglia

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2015.

VOTED: To authorize

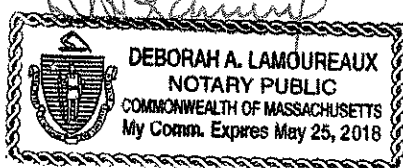
Jeff Alberti
John Figurelli
Larry Keagan
Brian McCormack
Daniel Sheahan
Paul Uzgiris


Richard Campbell
Kip Gearhart
Hillary Lacirignola
Steven Pedersen
Leah Stanton
Stephen Wiehe

James Fair
Duane Himes
Jeffrey McClure
Frank Occhipinti
Carl Stone
Tara McManus

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$10,000, during the fiscal year 2015.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.




Robert A. Goober, Clerk

4-6-15
Date

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that Weston & Sampson Engineers, Inc., to my best knowledge and belief, has filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that Weston & Sampson Engineers, Inc. has complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.



Bruce W. Adams, P.E., Vice President
Weston & Sampson Engineers, Inc.

042-60-1194

Social Security or Federal ID No.

4/7/05


Date

CERTIFICATE OF NON-COLLUSION
MANDATORY

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

Dated: 4/2/15

Weston & Sampson Engineers, Inc.
Name of Company or Corporation


Authorized Official's Signature
Bruce W. Adams, P.E., Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2015

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

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

PRODUCER Braley & Wellington Insurance Agency 44 Park Avenue P.O. Box 15127 Worcester MA 01615-0127	CONTACT NAME: Cynthia Hackett	
	PHONE (A/C No. Ext.): (508) 754-7255	FAX (A/C No.): (508) 797-3507
E-MAIL ADDRESS: chackett@braleywellingtongroup.com		
INSURED Howard S Dono & Associates, Inc 217 West Boylston St West Boylston MA 01583	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Peerless Insurance/Liberty	
	INSURER B: Underwriters At Lloyds	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL1512603263 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		BOP8589235	1/15/2015	1/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		BA8583633	1/15/2015	1/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 100,000
A	UMBRELLA LIAB			CU8584336	1/15/2015	1/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC8581134	1/15/2015	1/15/2016	WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	E & O Real Estate			0000-00153135C	1/15/2015	1/15/2016	\$2,000,000 Occurrence Limit \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured with respects to the business operations of the insured.

CERTIFICATE HOLDER**CANCELLATION**

Town of Medway
 155 Village Street
 Medway, MA 02053

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

AUTHORIZED REPRESENTATIVE

Cynthia Hackett/CINDY

ACORD 25 (2010/05)

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INSR25/001005/01

The ACORD name and logo are registered marks of ACORD

AGENDA

ITEM #6

Authorization of Chairman to Execute Amendment to Commonwealth of Massachusetts Standard Contract Form for DOER Energy Manager Grant for Contract End Date Revision – August 24, 2015

Associated back up materials attached.

- Memorandum from Stephanie Mercandetti dated April 27, 2015
- Contract Amendment between Town of Medway and Commonwealth of Massachusetts for DOER Energy Manager Grant end date revision

Proposed motion: I move that the Board authorize the Chairman to execute the amendment to the Commonwealth of Massachusetts Standard Contract Form for the DOER Energy Manager Grant which provides for a revised contract end date of August 24, 2015.

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



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

TOWN OF MEDWAY

Date: April 27, 2015

To: Board of Selectmen

From: Stephanie Mercandetti 

Re: Contract Amendment for DOER Energy Manager Grant

Enclosed please find an amendment to the Commonwealth of Massachusetts Standard Contract Form for the DOER Energy Manager Grant. The only change to the contract agreement is to amend the contract end date to August 24, 2015 (prior to amendment, the end date was June 30th). This amendment is to correspond with the hiring date of Robert Weiss, the Town's Energy Manager.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: (and d/b/a): <u>Town of Medway</u>		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: DOER-ENE	
Legal Address: (W-9, W-4,T&C): 155 Village St, Medway, MA 02053		Business Mailing Address: 100 Cambridge St, Ste 1020, Boston, MA 02114	
Contract Manager: Dennis Crowley		Billing Address (if different):	
E-Mail: bos@townofmedway.org		Contract Manager: Paul Carey	
Phone: 508-533-3264	Fax:	E-Mail: Paul.S.Carey@state.ma.us	
Contractor Vendor Code: VC6000191877		Phone: 617-626-7372	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD ___ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ENE 2015ENEP01MEDWAY0113	
		RFR/Procurement or Other ID Number: PON-ENE-2014-011	

<p align="center"><u>NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p align="center"><u>X CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: <u>June 30, 2015</u></p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) Amending Contract End Date Only</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended), \$ 50,000

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
Amending Contract End Date Only-New Contract End Date is August 24, 2015

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

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

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

3. were incurred as of July 1, 2014, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of August 24, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Dennis Crowley
 Print Title: Chair, Board of Selectmen

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Stephen A. White
 Print Title: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

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COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of

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

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



AGENDA

ITEM #7

Authorization of Chairman to Execute Contract with Atty. Peter J. Epstein for Renegotiation of Cable Contract

Associated back up materials attached.

- Client Fee Agreement between Town of Medway and Peter J. Epstein
- Draft contract between Town of Medway and Peter J. Epstein

Proposed motion: I move that the Board authorize the Chairman to execute the contract with Peter J. Epstein for renegotiation of cable contract, conditioned upon the approvals of Town Counsel and Town Accountant and receipt of all final documentation.

CLIENT FEE AGREEMENT

The undersigned, the Town of Medway, Massachusetts (the "Client"), by this Agreement and intending to be bound hereby, retains Peter J. Epstein, Attorney At Law, 101 Arch Street, Suite 900, Boston, Massachusetts 02110 ("Attorney") to perform certain legal services upon the following terms and conditions:

(1) Scope of Legal Services

The Client and Attorney have, following discussion of those matters underlying the Client's retention of Attorney, determined that the services to be performed by Attorney are generally as follows:

(a) Attorney shall review and analyze the various materials and proposals concerning the cable television renewal process in Medway;

(b) Attorney shall offer advice to the Client on the various aspects of the cable television renewal process, including, but not limited to, legal, regulatory and financial advice;

(c) Attorney shall assist the Client in reviewing the incumbent cable television operator's compliance to the terms and conditions in the current Cable Television Final License;

(d) Attorney shall help ensure that the Client complies with all applicable state and federal statutes and regulations concerning the cable television renewal process;

(e) Attorney shall draft such letters as necessary to the cable television renewal license applicant;

(f) At the appropriate time, Attorney shall draft the cable television renewal license for the Client, at the request of the Client;

(g) Attorney shall meet with Medway officials when necessary;

(h) Attorney shall attend and participate in any meetings and/or public hearings that the Client holds in connection with the cable television renewal process, at the request of the Client; and

(i) Attorney shall perform such other tasks related to the cable television renewal process as is necessary and/or at the request of the Client.

(2) Compensation

The Client shall pay Attorney for services actually rendered on the Client's behalf at the rate of Two Hundred Fifteen Dollars (\$215.00) per hour. It is understood that hourly time charges shall include conferences, telephone conferences, legal research, review of file materials and other documents sent or received, preparation and drafting of contracts, agreements, memoranda, opinions and correspondences.

Medway Client Fee Agreement

(3) Expenses

Attorney is hereby authorized by the Client to incur such reasonable costs and expenses and make out-of-pocket disbursements in connection with his performance of services hereunder. As a matter of convenience to the Client, copying costs shall in the first instance be paid by Attorney promptly upon their incurrence or his receipt of applicable invoices or bills. Thereafter, such copying charges shall be billed to the Client.

(4) Termination

The Client and Attorney recognize that this Agreement is for the performance of personal services. The Client and Attorney agree that either may terminate this Agreement at any time by written notice to the other, so long as such termination is not prohibited by law or regulation governing the conduct of attorneys. If this Agreement is terminated by the Client prior to the completion of services, Attorney shall be entitled to all fees, costs and expenses as herein provided. If this Agreement is terminated by Attorney prior to the completion of services, Attorney shall be entitled to all fees for services rendered up to the date of termination and all costs and expenses incurred in connection therewith.

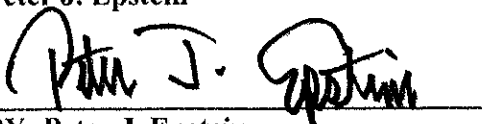
Town of Medway

BY:

TITLE:

DATE: April ____, 2015

Peter J. Epstein



BY: Peter J. Epstein

DATE: April 27, 2015

CONTRACT BETWEEN THE TOWN OF MEDWAY
and
Peter J. Epstein, Attorney at Law

This Agreement is made on this ___ day of May 2015, between the Town of Medway, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and Peter J. Epstein, Attorney at Law, (hereinafter, "Contractor") whereby the Town and Contractor contract for services under the terms and conditions set forth herein.

I. SERVICES

Contractor shall provide legal services related to the Town of Medway's cable television renewal process with Verizon New England Inc. pursuant to the Town's specifications. The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between the Town and Contractor
- 2) Contractor's Client Fee Agreement
- 3) Copies of all certificates required under the contract

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

II. COMPENSATION

The Town agrees to pay the Contractor \$215 per hour plus reasonable expenses for the services delivered pursuant to this contract. Upon delivery of the services contained in paragraph one, the Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town. Upon satisfactory review of said services, invoice and documentation, the Town shall remit payment to the Contractor within forty-five days after receipt by the Town as stamped in by the appropriate Town office. This contract is subject to annual appropriation of sufficient funds.

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be delivered by the Contractor through the expiration of the existing cable television license and no later than December 31, 2017.

IV. INDEMNIFICATION

The Contractor hereby indemnifies and agrees to hold harmless and defend the Town and its employees, officials and agents from and against all claims and liability, including all claims for bodily injury or property damage that may arise out of the

Contractor's performance of its obligations under this contract. The Contractor hereby releases the Town from any claim for liability by itself or a subcontractor, officer, agent or employee.

V. INSURANCE

(a) The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Contract, and shall have the Town as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.

(b) The Contractor shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

(c) Lawyers Professional Liability of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

(d) All insurance coverage shall be in force from the time of the contract to the date when all work under the Contract is completed and accepted by the Town. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each policy. Any cancellation of insurance required by this contract, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

V. TERMINATION

Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Contractor. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed according to the Professional Standard of Care (Section IX) accruing through the date of termination. Such obligation shall not exceed the available appropriation. The Town is under no obligation to pay for work that is not accomplished according to the Professional Standard of Care, and may retain such amounts. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages. In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town.

VI. NOTICES

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:

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

Contractor:

Peter J. Epstein, Attorney at Law
101 Arch Street, Suite 900
Boston, MA 02110

VII. GOVERNING LAW

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

VIII. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

IX. PROFESSIONAL STANDARD OF CARE

The Contractor will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Town of Medway by its
Board of Selectmen

Contractor: Peter J. Epstein, esq.

Date: _____

Date: _____

Approved as to availability of funds:

Approved as to form:

Town Accountant

Town Counsel

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that **he** is in compliance with the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Peter J. Epstein, Attorney at Law

Social Security number or Tax Identification number: _____

General Contract for Goods-Services

AGENDA

ITEM #8

Approval – One-Day Liquor License Applications

- a. Barbara & Michael Faron – Thayer Homestead – June 7, 2015
- b. Jennifer Gallagher – Thayer Homestead – May 23, 2015
- c. Susan Lynch – Thayer Homestead – May 31, 2015
- d. Donald Ralph/Staples – Thayer Homestead – May 19, 2015
- e. Kathleen & Michael Russo – Thayer Homestead – May 17, 2015

Associated back up materials attached.

- Faron application and Police Department recommendation
- Gallagher application and Police Department recommendation
- Lynch application and Police Department recommendation
- Donald Ralph/Staples application and Police Department recommendation
- Russo application and Police Department recommendation

Proposed motion: I move that the Board approve one-day wine and malt licenses for Barbara/Michael Faron, Susan Lynch, Donald Ralph/Staples and Kathleen/Michael Russo and a one-day all alcohol license for Jennifer

Gallagher for events at the Thayer Homestead on June 7, 2015; May 31, 2015; May 19, 2015; May 17, 2015 and May 23, 2015 respectively, with the proviso that all conditions set forth in Police Chief Tingley's approval letters are met.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt

Event Family Graduation Party (College)

Name of Organization/Applicant Barbara & Michael Faron

Address 22 Norfolk Avenue Medway

FID# _____

Phone () 508 533 8180 Fax () 181 253 - 3929 Email bfaron@ndgroup.com

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date Sunday June 7, 2015

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

Is event open to the general public? Y _____ N

Estimated attendance 35 - 40 family members

Will there be an age restriction? Y _____ N

Minimum age allowed:

How, where and by whom will ID's be checked? family party. only
adults over at 21 will be allowed to drink beer or wine

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

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

Provisions for Security, Detail Officer _____

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

Experience my husband served on the ~~state~~^{JUA} Liquor Liability Board when it was formed at the state level for the insurance industry.

The following may be required:

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

Date of Application April 13, 2015

Applicant's Signature Barbara A Faron

Applicant's Name Barbara A Faron

Address 22 Norfolk Avenue

Phone 508, 533 8180 Fax 781 253-3929 Email bfaron@ndgroup.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, 2nd Fl _____ Date _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/15

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

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

PRODUCER Foley & Palenscar Ins Agency 121 Central Street, Suite 205 Norwood, MA 02062	CONTACT NAME: Steve Palenscar PHONE (A/C No. Ext): (781) 762-2715 FAX (A/C No): (781) 762-2747 E-MAIL ADDRESS: spalenscar@foleyins.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Norfolk & Dedham</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Norfolk & Dedham		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Michael L & Barbara Faron 22 Norfolk Avenue Medway, MA 02053-1536															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Homeowners GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		D0778713	1/10/15	1/10/16	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Coverage is extended to an event scheduled at the Thayer Homestead on June 7, 2015.

CERTIFICATE HOLDER**CANCELLATION**

Town of Medway
 155 Village St
 Medway, MA 02053

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

AUTHORIZED REPRESENTATIVE

Steve Palenscar

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Phone:

Fax:

E-Mail:



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

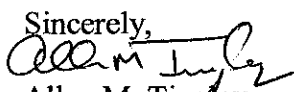
April 20, 2015

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Graduation Party

I have reviewed the request from Barbara and Michael Faron for a one day liquor license for a family graduation party, to be held at the Thayer House, 2B Oak Street, on June 7, 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 wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

Allen M. Tingley
Chief of Police



Board of Selectmen

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 Gallagher-Boczanowski Wedding

Name of Organization/Applicant Jennifer Gallagher

Address 111 Washington St. Apt 2 Franklin, MA 02038

SS# or FID# _____

Phone 508 505-1098 Fax () _____ Email jenegb20@hotmail.com

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 5/23/2015

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

Is event open to the general public? Y N

Estimated attendance 200

Will there be an age restriction? Y _____ N

Minimum age allowed: _____

How, where and by whom will ID's be checked? ID's will be checked in accordance with state law by TIPS certified staff.

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

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

Ami M. Morgado, owner of Queen of Cocktails, Certified TIPS Trainer.
Liquor Liability Insured

Provisions for Security, Detail Officer _____

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

Experience Jennifer - Bartender/Bar Manager ; Ami - owner/operator of Bartending service

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

Date of Application 4/29/15

Applicant's Signature Jennifer M. Gallagher

Applicant's Name Jennifer M. Gallagher

Address 111 Washington St. Apt 2 Franklin, MA 02038

Phone 508 505-1048 Fax () _____ Email jeneg62@hotmail.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, 2nd Fl _____ Date _____

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



Issued: 1/2/2015

Expires: 12/1/2015

ID#: 58142

Trainer Year: 02

Ami M Morgado
Po Box 6483
Holliston, MA 01746-6483

Trainer Certification Card



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 29, 2015

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Gallagher-Boczanowski Wedding

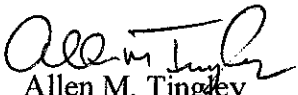
I have reviewed the application for the ^{one} day liquor license request for the Gallagher-Boczanowski wedding reception scheduled for May 23, 2015 at the Thayer House.

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

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

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by Ami M. Morgado, owner of Queen of Cocktails and her staff. All servers are reported to be TIPS certified.

Respectfully Submitted


Allen M. Tingley
Chief of Police

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 Bridal Shower

Name of Organization/Applicant Susan Lynch

Address 67 Lovering St., Medway

SS# or FID# _____

Phone (508) 631-8006 Fax () _____ Email slynch67@comcast.net

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date 5/31/15

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

Is event open to the general public? Y _____ N

Estimated attendance 40 people

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

How, where and by whom will ID's be checked? by myself - my family

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

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

Provisions for Security, Detail Officer _____

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

Experience _____

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

Date of Application 4/28/15

Applicant's Signature Susan Lynch

Applicant's Name Susan Lynch

Address 67 Lovering St., Medway

Phone 508 631-8006 Fax () _____ Email slynch67@comcast.net

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



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 29, 2015

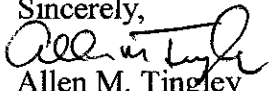
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Susan Lynch for a one day liquor license for a bridal shower, to be held at the Thayer House, 2B Oak Street, on May 31, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,


Allen M. Tingley
Chief of Police

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 STAPLES CORPORATE SUPPLY CHAIN EVENT

Name of Organization/Applicant STAPLES, INC. (DON RALPH)

Address 500 STAPLES DRIVE, FRAMINGHAM, MA 01702

SS# or FID# _____

Phone 508-253-7631 Fax () _____ Email DON.RALPH@STAPLES.COM

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location TRAYLOR HOMESTEAD, MEDWAY

Event Date 5/19/15

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

Is event open to the general public? Y _____ N

Estimated attendance 70

Will there be an age restriction? Y N
Minimum age allowed: 21

How, where and by whom will ID's be checked? SENIOR LEADERSHIP TEAM

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

Alcohol server(s)
Attach Proof of Alcohol Server Training
BY APPROVED CATERER/BARTENDING Co. (SPECIAL OCCASION SERVER)

Provisions for Security, Detail Officer N/A

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

Experience

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

Date of Application 5/11/15

Applicant's Signature Donald F. Ralph

Applicant's Name DONALD F. RALPH

Address 5 WINTERBERRY LANE, MEDWAY

Phone (508)-533-5610 Fax () Email DON.RALPH@STAPLES.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, 2nd Fl _____ Date _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2015

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

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

PRODUCER Charles River Ins. Brokerage, Inc. 5 Whittier Street 4th Floor Framingham MA 01701	CONTACT NAME: Arlene Pucillo
	PHONE (A/C No. Ext): (508) 656-1400 FAX (A/C No): (508) 656-1499 E-MAIL ADDRESS: apucillo@charlesriverinsurance.com
INSURED Special Occasion Servers Inc 236 Route 28 2 West Harwich MA 02671	INSURER(S) AFFORDING COVERAGE
	INSURER A: Liberty Mutual NAIC # 24082
	INSURER B: General Star Indemnity
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2014 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BKS56177821	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	To follow under separate cover			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability		IMA699049	9/30/2014	9/30/2015	\$1,000,000 Occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Thayer Homestead, 2B Oak St., Medway, MA 02053 on Tuesday May 19th.

Town of Medway is included as an additional insured as per written contract with the insured.

CERTIFICATE HOLDER Town of Medway 155 Village St 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 Thomas Vocatura/ARP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2015

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

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

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beecher-carlson.com	CONTACT NAME: (ATL) Judith Boich PHONE (A/C, No, Ext): FAX (A/C, No): 770-870-3031 E-MAIL ADDRESS: jboich@beechercarlson.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty</td> <td>20699</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E : Agri General Insurance Company</td> <td>42757</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property & Casualty	20699	INSURER C : Indemnity Insurance Company of North America	43575	INSURER D : ACE Fire Underwriters Insurance Company	20702	INSURER E : Agri General Insurance Company	42757	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : ACE American Insurance Company	22667													
INSURER B : ACE Property & Casualty	20699													
INSURER C : Indemnity Insurance Company of North America	43575													
INSURER D : ACE Fire Underwriters Insurance Company	20702													
INSURER E : Agri General Insurance Company	42757													
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** 24502808 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Ded \$750,000			HDO-G27341342	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Ded \$250,000 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ISA-H08852339	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K SIR			XOO-G27638107	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR-C48142059(AZ,CA,MA)	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				SCF-C48142072(WI)	2/1/2015	2/1/2016	E.L. EACH ACCIDENT \$ 1,000,000
A				WCU-C48142084(OH)	2/1/2015	2/1/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C				WLR-C48142047(AOS)	2/1/2015	2/1/2016	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E				WLR-C48142060(TN)	2/1/2015	2/1/2016	

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

Thayer Homestead and the Town of Medway are included as Additional Insured to the extent required by written contract only. Coverage pertains to Insureds use of facilities on May 19, 2015.

CERTIFICATE HOLDER Thayer Homestead 2B Oak 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 Sharon D. Brainard
---	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (01/14)

HOLDER: Thayer Homestead
ADDRESS: 2B Oak Street Medway MA 02053

INSURED: Staples, Inc.
POLICY PERIOD: 2/1/15 - 2/1/16

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:

- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial
- Staples Print Solution

Quill Corporation
- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

Lonesource

PNI Digital Media, ULC

Sun Office Solution



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 30, 2015

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Staples Party

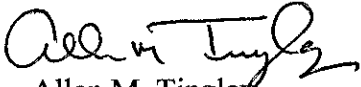
I have reviewed the application for the ^{one} day liquor license request for the Staples scheduled for May 19, 2015 at the Thayer House.

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

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

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by Special Occasion's Servers

Respectfully Submitted


Allen M. Tingley
Chief of Police



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol Wine and Malt

Event Bridal Shower

Name of Organization/Applicant Katnleen M. Russo

Address 6 Curtis Lane, Medway MA

FID# _____

Phone (508) 320-4697 Fax () _____ Email krusso09@gmail.com

Non-Profit Organization Y N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 5/17/15

Event Hours (No later than 1:00 AM; Last call 12:30 AM) ~ 11:00 - 2:30 pm

Is event open to the general public? Y N

Estimated attendance ~50

Will there be an age restriction? Y N

Minimum age allowed:

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

Special Occasion Servers, Inc.

Is there a charge for the beverages? Y _____ N

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

to be supplied by Special Occasion Servers

Provisions for Security, Detail Officer _____

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

Experience _____

The following may be required:

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

Date of Application _____

Applicant's Signature Kathleen M. Russo

Applicant's Name Kathleen M. Russo

Address 6 Curtis Lane Medway MA

Phone (508) 320-4697 Fax () _____ Email krusso09@gmail.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, 2nd Fl _____ Date _____

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



Certificate of Insurance

This is to certify that KATHLEEN M RUSSO, MICHAEL B RUSSO is insured for the coverage and Name of Policyholder (s)

provisions of a UMBRELLA policy under LJI-212-320106-11 (Type of Policy) (Policy Number)

Section II Liability Coverages is hereby extended to the following location:

TOWN OF MEDWAY, THAYER HOMESTEAD

2B OAK ST, MEDWAY MA 02053

(Name and/or Address of Location)

for the following specific period of time 5/17/15 and is subject to all terms, exclusions and conditions of the above (Date of Event) policy.

Personal Liability Limit \$ 2,000,000

Medical Payments to Others Limit \$

Mail address if different from property address.

This certification or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

Dexter R. Foy SECRETARY

David McJannet PRESIDENT

Date 4/22/15

Countersigned by: [Signature] Authorized Representative



Medway Police Department

315 Hillage Street
Medway, MA 02053

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

Allen M. Tingley
Chief of Police

April 23, 2015

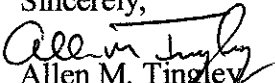
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Kathleen Russo for a one day liquor license for a bridal shower, to be held at the Thayer House, 2B Oak Street, on May 17, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine/alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and there will be no on-street parking on Mechanic Street and Oak Street. The applicant will be using Special Occasions Servers, who are certified alcohol servers to serve the alcohol at the event.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA

ITEM #9

Action Items from Previous Meetings

Associated back up materials attached.

- Action Item List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	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
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	September
17	4/21/2015	Review Master Plan	J.Weiler/D. Kaeli	August

AGENDA

ITEM #10

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #11

Approval of Minutes

Associated back up materials attached.

- Draft minutes from March 9, 2015 BOS meeting
- Draft minutes from March 24, 2015 BOS meeting
- Draft minutes from April 14, 2015 BOS meeting
- Draft minutes from April 29, 2015 BOS meeting

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Board of Selectmen's Meeting
Monday, March 9, 2015– 6:15 PM
Medway Middle School, Room 1319
45 Holliston Street

Present: Dennis Crowley, Chair; John Foresto, Vice Chair; Richard D'Innocenzo, Clerk (6:22 PM); Glenn Trindade, Member; Maryjane White, Member.

Staff Present: Michael Boynton, Town Administrator; Tom Holder, Director, Department of Public Services; Carol Pratt, Town Accountant.

Others Present: Barbara Saint Andre, Town Counsel.

At 6:15 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.

Public Comments: None

Review – Special Town Meeting Warrant:

The Board reviewed the Special Town Meeting Warrant. There were no questions from the Board. Brief discussion followed on general Town Meeting protocols.

Miscellaneous Discussion:

Selectman Trindade asked if it was possible to pass an article at Town Meeting that would earmark a certain amount of money from the general fund each year for road improvements, such as a PILOT agreement. Ms. Barbara Saint André, Town Counsel, responded that one Town Meeting cannot bind money for a future Town Meeting, meaning the transfer would have to be approved each year. She added that the Town could also borrow a lump sum for roadwork, which is what many communities do. Brief discussion followed.

Regarding the opening on Affordable Housing Committee, Chairman Crowley reported that an application has been submitted, and there are others who have expressed interest. He suggested time be allowed for all interested individuals to get their paperwork in before an appointment is made. Brief discussion followed revealing there could be as many as three openings.

Approval of Warrants:

The Board reviewed Warrants 15-37S, 15-37P and 15-37SP.

Selectman D'Innocenzo, Clerk, read aloud Warrants 15-37S, 15-37P and 15-37SP, dated 3/12/15, presented for approval:

15-37	School Bills	\$ 175,593.26
15-37P	Town Payroll	\$ 294,663.47
15-37SP	School Payroll	\$ 809,911.80
	TOTAL	\$1,280,168.53

1 **Selectman Foresto moved to approve the Warrants as read; Selectman White seconded. No**
2 **discussion. VOTE: 5-0-0.**

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5 **At 6:29 PM Selectman Trindade moved to adjourn in order for the Board to attend Special Town**
6 **Meeting; Selectman White seconded. No discussion. VOTE: 5-0-0.**

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9 Respectfully submitted,
10 Jeanette Galliardt
11 Night Board Secretary

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**Board of Selectmen's Meeting
March 24, 2015– 7:45 AM
Town Administrator's Conference Room
Town Hall, 155 Village Street**

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Present: Selectmen John Foresto, Glenn Trindade and Maryjane White; Town Administrator Michael Boynton.

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Approval – A & A Window Products, Inc. Contract for McGovern School Window and Door Replacement - \$581,886:

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The Board noted that it would like to address the calculation of soft costs associated with Mass. School Building Authority accelerated projects. The Board deemed what it is paying for the architect and owner's project manager for this project as excessive given the amount of the A & A contract to replace the windows and doors. Town Administrator Boynton indicated that he has spoken with their legislators to begin to work on changing how the soft costs are calculated so that it is based on the true cost of the construction contract, not on the estimate.

Mr. Trindade moved, seconded by Ms. White, to approve the contract with A & A Window Products in the amount of \$561,886, conditioned upon the Town Accountant's confirmation of available funds. It was unanimously voted: 3-0-0.

Approval of Warrants

Mr. Foresto moved, seconded by Mr. Trindade, to approve warrant 15-39, dated March 26, 2015, in the amount of \$1,536,739.34. It was unanimously voted: 3-0-0.

At 7:50 AM, Mr. Trindade made a motion to adjourn, which was seconded by Ms. White. It was so voted: 3-0-0.

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**Board of Selectmen's Meeting
Tuesday, April 14, 2015 – 7:30 AM
Town Administrator's Conference Room
Town Hall, 155 Village Street**

Present: Dennis Crowley, Chair; John Foresto, Vice Chair; Glenn Trindade, Member (7:38 AM); Maryjane White, Member; Town Administrator Michael Boynton. Selectman Richard D'Innocenzo was absent.

At 7:35 AM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.

Re-opening of May 11, 2015 Special Town Meeting Warrant; Vote to Remove Art. 10 (Idyllbrook Guardrails); Close Special Town Meeting Warrant:

Mr. Foresto moved that the Board re-open the May 11 Special Town Meeting warrant; seconded by Ms. White, and so voted 3-0-0 (Mr. Trindade was absent for this vote).

Mr. Foresto moved that the Board remove Article 10, the purchase of guardrails for Idyllbrook Field, from the warrant; seconded by Ms. White, and so voted 3-0-0 (Mr. Trindade was absent for this vote).

Mr. Foresto moved that the Board close the warrant; seconded by Ms. White, and so voted 3-0-0 (Mr. Trindade was absent for this vote).

Re-opening of May 11, 2015 Annual Town Meeting Warrant; Vote to Remove Art. 15 (Construct Playground); Discussion of Articles 30 (Purchase Property Off of Winthrop St), 31 (Citizens' Petition – Purchase Wickett Property) and 32 (Citizens' Petition – Survey Property Off of Winthrop St); Close Annual Town Meeting Warrant:

Mr. Foresto moved that the Board re-open the May 11 Annual Town Meeting warrant; seconded by Ms. White, and so voted 3-0-0 (Mr. Trindade was absent for this vote).

Mr. Foresto moved that the Board remove Article 15, which seeks funds for the construction of a playground, as well as various playground improvements, from the warrant; seconded by Mr. Trindade, and so voted 4-0-0.

Mr. Crowley stated that the Community Preservation Committee would like a committee to review playground concepts before it commits to fund a project. This could be addressed at the Fall Town Meeting. Mr. Crowley asked that the committee composition be considered.

Mr. Trindade stated that Article 10 should have remained on the Special Town meeting warrant, but to leave it be if it was already voted to remove it. He will continue to work on this.

Mr. Foresto moved that the Board move Article 33, the request to negotiate a PILOT with Exelon, to #15 on the warrant; seconded by Mr. Trindade, and so voted 4-0-0.

1 The Board discussed Article 30. There is no funding available for this purchase. Further Town Counsel
2 has advised that the Town cannot talk to Mr. Wickett when there is a purchase and sale agreement in
3 place. Mr. Crowley stated he sent the citizens' petitions to Mark Cerel of the Community Preservation
4 Committee, and that committee will contemplate what action it wants to take.

5
6 **Mr. Foresto moved that the Board remove Article 30, which seeks funds for the purchase of property
7 off of Winthrop St, from the warrant; seconded by Ms. White, and it was so voted 4-0-0.**

8
9 The Board decided to leave the recommendations for the citizens' petitions, Articles 31 and 32, "To Be
10 Determined".

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12 **Mr. Foresto moved that the Board close the warrant; seconded by Mr. Trindade, and so voted 4-0-0.**

13
14 **Approval of Warrants:**

15 *The Board reviewed Warrant 15-42.*

16
17 **Mr. Foresto moved to approve Warrant 15-42 dated April 16, 2015 in the amount of \$505,797.72;
18 seconded by Ms. White, and so voted 4-0-0.**

19
20 Mr. Crowley stated he would like to meet with the fourth candidate for the Affordable Housing
21 Committee. If the Board is agreeable, he may wish to expand the committee's membership from five to
22 seven and appoint all four candidates to the committee.

23
24 Mr. Crowley asked the Board if it was interested in adding a referendum question to the ballot. The
25 Board did not see a real need.

26
27 **At 8:00 AM, Mr. Trindade moved to adjourn; seconded by Mr. Foresto, and so voted 4-0-0.**
28

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 **April 29, 2015 at 7:30 AM**

7 **Town Administrator's Conference Room, Town Hall**
8

9 **Present:** Chairman Dennis Crowley; Selectmen John Foresto, Glenn Trindade [arrived 7:35] and
10 Maryjane White

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13 **Approval – One Day Alcohol License for Gordon White – Thayer Homestead – May 1,**
14 **2015:**

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16 **Mr. Foresto moved, seconded by Ms. White, to approve a One Day Alcohol License for**
17 **Gordon White for an event to be held at the Thayer Homestead on May 1, 2015. It was**
18 **unanimously voted: 3-0-0 [Mr. Trindade arriving after vote].**
19

20 **Former American Legion Cannon**

21
22 Discussion involved relocation of the cannon located at the former American Legion property.
23 Chairman Crowley to contact Col. Matondi to have him work with the VFW Post which had
24 expressed interest in the cannon.
25

26 **Social Media**

27
28 Selectmen Trindade suggested the Board consider using some surplus funds at year-end to hire
29 someone to provide training session over the summer on social media – its uses and how it works.
30 Selectmen Foresto reported that IT had already hired someone to focus on social media but that
31 this individual may be working, at present, on social media needs for the Schools and that getting
32 messages out on Facebook, Twitter and the Town's website should be the responsibility of the IT
33 department. Selectmen Trindade stressed the need to learn more than the mechanics of posting
34 information but instead to come up with a social media strategy. Selectmen Foresto reported that
35 he had met with Town Administrator Boynton who was interested in hiring someone through
36 Cable Access funds, but that this would not be possible. There was no opposition to Chairman
37 Crowley's suggestion that a single page insert be included in quarterly water/sewer billings which
38 would serve to provide Town updates.
39

40 **At 8:00 AM, Mr. Foresto made a motion to adjourn, which was seconded by Ms. White. It**
41 **was so voted: 4-0-0.**
42

AGENDA

ITEM #12

Town Administrator's Report

AGENDA

ITEM #13

Selectmen's Reports