

## **Board of Selectmen**

*John A. Foresto, Chair*

*Maryjane White, Vice-Chair*

*Richard A. D'Innocenzo, Clerk*

*Dennis P. Crowley*

*Glenn D. Trindade*



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

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

### **Board of Selectmen's Meeting**

**August 17, 2015, 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

### **Agenda**

7:00 PM

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

#### Other Business

1. Consideration of Appointment
  - a. Zoning Board of Appeals, Assoc. Member – Brian White
  - b. Medway Pride Day Committee – Sarah Stone
2. Approval – Common Victualler License Transfer – Golden Bamboo Inc.
3. Authorization to Expend Grant Funds – Executive Office of Elder Affairs Grant – Council on Aging - \$18,027
4. Authorization of Chairman to Execute Contract with George E. Sansoucy, P.E., LLC for Utility Valuation Modeling - \$6,000
5. Authorization of Chairman to Execute Contract with Concrete Modular Systems, Inc. for Cassidy Field Bathroom Installation - \$55,905.95
6. Approval – Orders of Taking – Route 109 Right of Way
7. Approval – Inter-municipal Agreement with Millis for Shared Energy Manager
8. Approval – Opening and Closing Dates for Fall Town Meeting Warrant (9/1/15, 9/14/15)
9. Approval – One-Day Liquor License Application – Greg Bedard, Thayer Homestead, 8/28/15
10. Action Items from Previous Meeting
11. Approval of Warrants
12. Approval of Minutes
13. Town Administrator's Report

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

14. Selectmen's Reports
15. Executive Session, Exemption 3 To discuss strategy with respect to litigation where an open meeting may have a detrimental effect on litigating position of the Town [Exelon West Medway, LLC and Exelon West Medway II, LLC - Energy Facilities Siting Board intervention] if the chair declares than an open meeting may have a detrimental effect on the negotiating position of the public body.
16. Approval – Technical Consultants to Review Proposed Exelon Expansion Project

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Upcoming Meetings, Agenda and Reminders

September 8, 2015 ---- Regular Meeting (location?)

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

# AGENDA

## ITEM #1

### **Consideration of Appointment**

- a. **Zoning Board of Appeals, Assoc. Member – Brian White**
- b. **Medway Pride Day Committee – Sarah Stone**

*Associated back up materials attached.*

- Letter of interest and résumé from Brian White; Memo from ZBA
- Letter of interest from Sarah Stone

#### **Proposed motions:**

I move that the Board appoint Brian White to the Zoning Board of Appeals as an associate member for a three-year term.

I move that the Board appoint Sarah Stone to the Medway Pride Day Committee for a one-year term.

**From:** White, Brian K.  
**Sent:** Wednesday, July 08, 2015 5:06 PM  
**To:** Board of Selectmen  
**Subject:** ZBA Associate Member

Dear Board Members,

I am interested in being a member of the Medway Zoning Board and ask that you consider me for one of the current open seats.

As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of Medway.

I have recently moved to 116 West street with my wife and four daughters, and I look forward to becoming an active member of our community.

I work at Rhode Island College in Providence RI, and my wife Elswyth (Betsy) is a math teacher at the Montrose School in Medfield.

I have attached a recent copy of my resume for your review.

Respectfully,

***Brian K. White***



# Brian K. White

116 West Street • Medway, MA 02053 • (401) 640-4776 • brian@treefortgroup.com

Accomplished business and facility operations manager. Respected for combining strategic vision with the ability to get things done. Strong track record of building partnerships, forging productive working relationships across departments, and communicating clearly across all constituencies and stakeholders, including leadership, faculty, students, vendors, suppliers and the public. Adept at utilizing cutting-edge technology and out-of-the-box thinking to maximize the management and use of facilities to achieve institutional goals. Trusted resource for administration on building and safety matters. A builder and leader of cohesive, hard-working crews.

## Expertise in:

- Budgeting & Cost Controls
- End of Year Insurance / Financial Audits
- Hourly and Grant Employee Payroll
- Contract Review / Compliance
- Policy & Procedure Development
- Building Maintenance / Auditing
- Asset Management
- AV / Security Network Infrastructure
- OSHA Compliance / Universal Design

## Professional Experience

### **Rhode Island College, Providence, Rhode Island**

June 2007 to Present

*Public comprehensive institution serving approximately 9,000 students, The Nazarian Center is a 100,000 Sq. Ft. building with 1750 seats in 4 performance spaces.*

#### **Operations Manager**

Provide leadership and direct operations oversight of the College's Nazarian Center for the Performing Arts. Contract, schedule and oversee day to day management of \$1.5M of services and events per year, including managing production area budget and creating contracts and advancement for all road shows. Use Peoplesoft for all of our purchasing, and reconcile against the scheduling / resource management system. Supervise Department Coordinator, House Management Supervisor and three Technical Directors who manage an average of 50 crew members; responsible for the new hire intake paperwork and biweekly and monthly payroll for all regular and over hire staff. Partner with public safety for building security and crowd management/safety, especially for center programming and public use. Prepare departmental strategic plans, goals and ongoing statistical reports and assessment for leadership. Serve as primary resource in planning and budgeting resources for the institution's facilities programs and operations.

### **WHITE CONTRACTING – DBA TREEFORT GROUP, Cumberland, Rhode Island**

June 2007 to Present

*RI General Contracting and Residential Real Estate Redevelopment company focusing on residential and commercial renovation, remodeling, and construction.*

#### **Operations/Project Manager**

Manage the wide range of services and business functions necessary for the continual operation of General Contracting / Property Redevelopment Company. Manage all payroll and financial services for direct deposit and automated bank drafts, banking direct deposit transfers and federal FTP transfers. Partner with external accountant to manage all company finances in Quicken. Oversee the preparation of proposals and estimates; planning, coordinating, integrating, monitoring, appraising and closing project activities. Direct responsibility for Federal E-verify hiring procedures, including benefits administration and reporting for State of RI Grant funded positions. End of year fiscal auditing for Liability, Umbrella, and Workman's Compensation Insurance. Manage project schedules, budgets, scopes of work, contract changes, internal staff resources, safety training and OSHA compliance, phone network contracts, website (godaddy, joomla, & wordpress), and full Google business apps/email management.

### **College of Saint Benedict, Saint Joseph, MN**

2003, 2005 academic year 2005 – 2007 calendar year

*Nationally recognized private liberal arts Catholic college for women serving approximately 4,000 students.*

#### **Technical Director**

Supervise the technical preparation for and operation of all performances (100-150/yr.) and related activities in two performance halls. Maintain all equipment in the 1,000 seat Auditorium, 300 seat Gorecki Theater and 2,169 square foot scene shop. Oversee departmental budget for maintenance and production and responsible for long range budgeting and capital improvements. Select, train, supervise and evaluate students and over hire personnel. Prepare and submit reports required by the Executive Director of Fine Arts Programming and Theater Dept. Chair; participate in regular Director level staff meetings and production meetings. Team teach selected theatre courses with design faculty, including stagecraft, materials & design, and design drafting.

#### **Audio Visual/Sound Consultant – June – August 2004 & August 2007**

System designer, equipment vendors/end user liaison, and general contractor / academic department liaison for a 1,000 seat proscenium theater, a 300 seat proscenium theater and a 100 seat black box theater; Responsible for soup to nuts audio package including Meyer Line arrays, Cobranet Snakes, Yamaha Digital boards and Allen and Heath analog boards to interface with existing computer based playback. Specified Audio and control system for a 6 room conference center; acted as liaison in partnership with the production manager between equipment vendors and college staff and electrical contractor; assisted in state of the art A/V system set-up consisting of BSS "SOUNDWEB" DSP units, Crown amplifiers, Meyer and Electro Voice distributed speakers. This system was designed to integrate with mobile KI "Wharton Style" Lecterns, and complement existing unison lighting systems.

#### **Construction Liaison / Owners Rep Consultant – June - August 2005**

In partnership with the production manager, responsible for equipment vendors/end user liaison, general contractor/academic department liaison for a 33,000 square foot addition.

**CURTIS ELECTRIC, Waite Park, MN** 2006 - 2007

Estimator / AV & Security Consultant

**Rhode Island College, Providence, RI** 2003

Audio System Design / Installer Consultant

**Rhode Island College, Providence, RI** 1998 - 2003

Assistant to the Operations Director

### **Education & Certifications**

- BA in Theater with emphasis in Design & Technical Production - Rhode Island College
- Diploma "Building Construction Technology / Property Management" - Woonsocket Career & Tech Center
- Licensed Fire Safety & Crowd Manager, National Fire Protection Association (NFPA) / RI Fire Marshall #0584
- Licensed Massachusetts Construction Supervisor #CS105267
- Licensed Massachusetts Real Estate Salesperson #9533670 | RI #40889
- Sapsis One-Day Rigging Seminar, Prevention of Rigger-Mortis I&I Slingmax Seminar

### **Special Skills**

- Microsoft Project, Excel, Word and Outlook
- Extron / Crestron / Soundweb AV Systems Integration Programming
- Vector Works & Chief Architect CAD Program,
- SIEMENS INSIGHT / TALON HVAC control program use and scheduling
- Dean Evans & Associates EVENT MANAGEMENT SYSTEM programming and client / virtual use
- VISIX Digital Signage / AXIS TV programming

### **Higher Ed. Committee Work**

#### *Rhode Island College*

- Traffic & Parking Committee, Chair 2010-2011, 2013-2014, member 2008-2015
- Campus Academic Scheduling / EMS Implementation Committee 2012-Present
- Campus Digital Signage Committee, 2012
- Campus Beautification / Sculpture Committee, 2010-2012

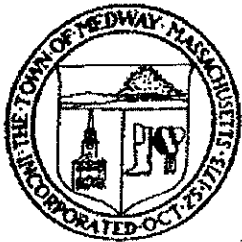
#### *College of Saint Benedict & Saint John's University*

- Campus Safety Committee, Vice Chair 2006-2007, member 2004-2007; Administrative Professional Development
- Committee, 2004-2007; Benedicta Art Center Safety Committee, Chair 2006-2007, 2005-2007
- Accreditation 2008 Planning for the Future, 2007

### **Community Service**

#### *Commonwealth of Massachusetts, Division of Professional Licensure*

- Board of Registration of Real Estate Appraisers, Public Member 2013 to present



Town of Medway

**ZONING BOARD OF APPEALS**

155 Village Street, Medway MA 02053

(508) 533-3264 • FAX: (508) 321-4988

David J. Cole, Chairman  
Carol Gould, Clerk  
Craig Olsen, Member  
William Kennedy, Member  
Eric Arbeene, Member  
Wendy Harrington, Secretary

Date: July 27, 2015

To: Board of Selectmen

From: Zoning Board of Appeals

Re: Associate Member Candidate

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At our meeting on Wednesday, July 22<sup>nd</sup>, the Zoning Board of Appeals met with Mr. Brian White who has expressed an interest in the Associate Member position with the Board. With his background and experience, we feel he would make an excellent addition to the Board. The Board requests and enthusiastically recommends that the Board of Selectmen appoint Mr. White to this position.

Should you have any questions, please let us know.

Thank you.

62 Fisher Street  
Medway, MA 02053

August 3, 2015

Board of Selectmen  
Town of Medway  
155 Village Street  
Medway, MA 02053

Dear Board of Selectman,

I am writing to express my interest in serving on the Medway Pride Day committee. For the past three years I have organized the vendor booths for this event. I am requesting to be formally appointed to the committee. Please let me know if you require further information. I look forward to your response.

Sarah Stone



# AGENDA

## ITEM #2

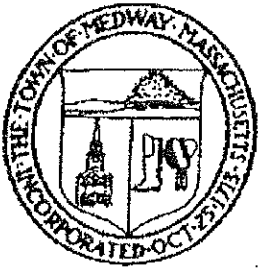
### Approval – Common Victualler License Transfer – Golden Bamboo Inc.

*Associated back up materials attached.*

- Application

**\*Note:** Awaiting sign off from Building and Fire Depts.

**Proposed motion:** I move that the Board approve the issuance of a common victualler license to Golden Bamboo Inc. conditioned upon the required departmental approvals.



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053

(508) 533-3264 • FAX: (508) 321-4988

APPLICATION FOR COMMON VICTUALLER LICENSE

License Fee - \$50.00

Common Victualler License Only

Common Victualler with Liquor License

7/29/15  
Date

New Application  Transfer  From Zhu, Bencheng Other \_\_\_\_\_

Name of Applicant: Liu, Hui Qin

Telephone \_\_\_\_\_

Social Security #: \_\_\_\_\_ or Federal ID #: \_\_\_\_\_

Business Name: Golden Bamboo Inc.

Business Address: 67C Main Street #108 Medway MA 02053

Telephone \_\_\_\_\_

Name of Proposed Establishment: Food Establishment

Days & Hours of operation: Mon - Sun: 11:00 AM - 10:00 PM

Property Owner: Paul S. Brandes (Charter Medway II, LLC)

Property Owner's Mailing Address: 800 Westchester Ave #5632 Rye Brook, NY 10573

Change in Floor Plan must be approved by the Board of Selectmen

Copy of Floor Plan Enclosed \_\_\_\_\_ Maximum Seating # \_\_\_\_\_

Copy of Site Plan Enclosed \_\_\_\_\_ Maximum Occupancy # \_\_\_\_\_

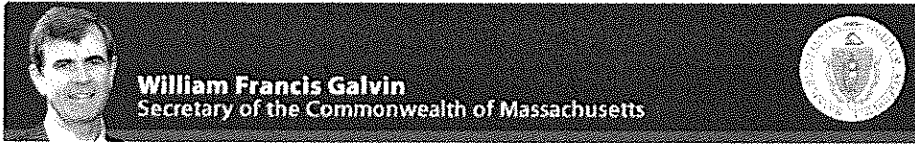
Manager: Hui Qin Liu

Assistant Manager: \_\_\_\_\_

(Alcohol License Only)

I, the undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge. Furthermore, I certify under the penalties of perjury, that all taxes, fees, and fines owned have been paid:

\_\_\_\_\_  
Applicant's Signature



## Corporations Division

### Business Entity Summary

ID Number: 001181454

[Request certificate](#)

[New search](#)

Summary for: **GOLDEN BAMBOO INC.**

| <b>The exact name of the Domestic Profit Corporation:</b> GOLDEN BAMBOO INC.   |                        |  |                 |                              |
|--|------------------------|--|-----------------|------------------------------|
| <b>Entity type:</b> Domestic Profit Corporation  |                        |  |                 |                              |
| <b>Identification Number:</b> 001181454  |                        |  |                 |                              |
| <b>Date of Organization in Massachusetts:</b> 07-14-2015   |                        |  |                 |                              |
| <b>Last date certain:</b>  |                        |  |                 |                              |
| <b>Current Fiscal Month/Day:</b> 12/31   |                        |  |                 |                              |
| <b>The location of the Principal Office:</b>   |                        |  |                 |                              |
| Address: 67C MAIN STREET #108  |                        |  |                 |                              |
| City or town, State, Zip code, Country: MEDWAY, MA 02053 USA   |                        |  |                 |                              |
| <b>The name and address of the Registered Agent:</b>   |                        |  |                 |                              |
| Name: HUIQIN LIU   |                        |  |                 |                              |
| Address: 67C MAIN STREET #108  |                        |  |                 |                              |
| City or town, State, Zip code, Country: MEDWAY, MA 02053 USA   |                        |  |                 |                              |
| <b>The Officers and Directors of the Corporation:</b>  |                        |  |                 |                              |
| <b>Title</b>   | <b>Individual Name</b> | <b>Address</b>                           |                 |                              |
| PRESIDENT  | HUIQIN LIU             | 21 STONEYBROOK DR 5 MILLIS, MA 02054 USA |                 |                              |
| TREASURER  | HUIQIN LIU             | 21 STONEYBROOK DR 5 MILLIS, MA 02054 USA |                 |                              |
| SECRETARY  | HUIQIN LIU             | 21 STONEYBROOK DR 5 MILLIS, MA 02054 USA |                 |                              |
| DIRECTOR   | HUIQIN LIU             | 21 STONEYBROOK DR 5 MILLIS, MA 02054 USA |                 |                              |
| <b>Business entity stock is publicly traded:</b>   |                        |  |                 |                              |
| <b>The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:</b>     |                        |  |                 |                              |
| Class of Stock   | Par value per share    | Total Authorized                         |                 | Total issued and outstanding |
|  |                        | No. of shares                            | Total par value | No. of shares                |
| CNP  | \$ 0.00                | 100                                      | \$ 0.00         | 100                          |
| <b>Consent</b>   |                        | <b>Confidential Data</b>                 |                 | <b>Merger Allowed</b>        |
| <b>Manufacturing</b>   |                        |  |                 |                              |
| <b>View filings for this business entity:</b>  |                        |  |                 |                              |
| ALL FILINGS<br>Administrative Dissolution<br>Annual Report<br>Application For Revival<br>Articles of Amendment<br>Articles of Organization |                        |  |                 |                              |
| <a href="#">View filings</a>   |                        |  |                 |                              |
| <b>Comments or notes associated with this business entity:</b>   |                        |  |                 |                              |
|  |                        |  |                 |                              |

[New search](#)

## Contract of Sale

**AGREEMENT**, made the 6TH day of JULY, 2015 in the State of Massachusetts

between **Bencheng Zhu (DBA: Golden Bamboo Chinese Restaurant)**

whose address is 67C Main Street, #108 Medway, MA 02053

hereinafter called the Transferor, and

**Golden Bamboo Inc.**

whose address is 67C Main Street, #108 Medway, MA 02053

hereinafter called the Transferee.

### **Subject Matter of Sale:**

1. The Transferor agrees to sell to the Transferee and the Transferee agrees to buy the following described business: Restaurant

located at 67C Main Street, #108 Medway, MA 02053

including the opened stock in trade, fixture, equipment, contract rights, lease, good will, license (include liquor license), rights under any contract for telephone service or other rental, maintenance or use of equipment, machinery and fixtures at the said premises, more particularly described in Schedule A hereto attached, free and clear of any debts, mortgages, security interests or other liens or encumbrances except as herein stated.

### **Purchase Price**

2. The purchase price to be paid by the Transferee is **\$1.00**

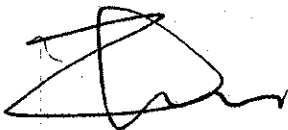
### **Terms of Payment**

3. The terms of payment are as follows:

Upon execution and delivery of Bill of Sale

By cash or business check **\$1.00**

4. Adjustments at Closing. Adjustments shall be made at the time of closing for all operating expenses including, but not limited to, rent, insurance premiums, utility charges, payroll, and payroll taxes.



Thigun Lin

**RESTRICTIVE COVENANT (限制性契约)**

5. The bill of sale shall contain a covenant by the Transferor and all other person heretofore active in the said business or in any way interested therein with the Transferor, not to reestablish, re-open, be engaged in, nor in any manner whatsoever become interested, directly or indirectly, either as employed, as owner, as partner, as agent, or as stockholder, director or officer of a corporation, or otherwise, in any business, trader or occupation similar to the one hereby agreed to be sold, within the area bounded:

Northerly, southerly, easterly, and westerly by **10 blocks**, for the term of **THREE(3)** years from the closing date.

**WARRANTIES SURVIVE**

6. The warranties and covenants contained herein shall survive the Bill of Sale and become a part thereof and continue in full force as though set forth at length therein.

**PRIOR NAMES AND ADDRESS**

7. Transferor represents that Transferor has not used any other business names and/or address within the three years last past except as follows:

**New Golden Bamboo Chinese Restaurant**

**Golden Bamboo Chinese Restaurant**

**DEFINITION OF GOODS**

8. The term "goods" as defined and used in the Uniform Commercial Code shall apply to this agreement.

**CAPTIONS (字幕)**

9. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

The terms, warranties and agreements herein contained shall bind and insure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used on this agreement are used as reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and singular shall likewise include the plural.

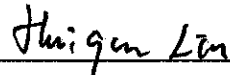
This agreement may not be changed orally.

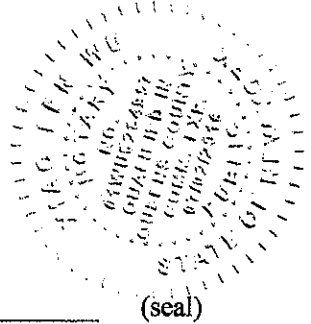


*Theresa Lin*

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

  
By: Benheng Zhu, Owner (Golden Bamboo Chinese Restaurant)

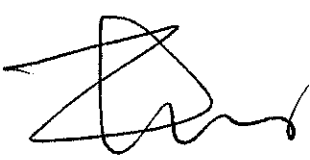
  
By: HuiQin Liu, President (Golden Bamboo Inc.)

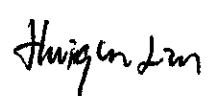


Subscribed and sworn before me on this 6th day of July, 2015

Notary Public 

XIAO FEN WU  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WU6264957  
Qualified in Queens County  
My Commission Expires July 02, 2016



 3

INDEMNIFICATION AGREEMENT (补偿协议)

DATE: 07/07/2015

SELLER/TRANSFEROR: Bencheng Zhu (DBA: Golden Bamboo Chinese Restaurant).

PURCHASER/TRANSFeree: HuiQin Liu (Golden Bamboo Inc.)

BUSINESS/PREMISES: RESTAURANT, 67C Main Street, Medway, MA 02053

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid by the above referenced Purchaser to the above referenced Seller, and the receipt of it is hereby acknowledged the said Seller, the above referenced Seller does hereby agree to indemnify and hold purchaser harmless from and against all debts, liabilities, obligations and commitment of seller, of whatever nature or character, whether absolute, contingent or otherwise, accruing to, or existing at, the closing of sale AS OF ON AND BEFORE 07/06/2015 and not expressly assumed by the Purchaser in the contract of sale, including, but not limited to, any account payable for goods, wares, merchandise, chattels, and fixtures sold and/or delivered to the Seller, and Federal, State, City and other government tax(es) charged against, imposed, or assessed upon the Seller; any unpaid employment contributions due the State of New York, any claim of the employees of the Seller under any collective bargaining agreement between such union and the Seller; and any lien or claim therefore was filed or recorded prior to the delivery of the Bill of Sale hereunder and which was not expressly assumed by the Purchaser under contract of sale.

附加：一切债务在 7/6/15 签约前是卖家 (Bencheng Zhu) 负责, 7/6/15 之后所有和餐馆有关的债务都是归买家 (HuiQin Liu) 所负责, 任何债务不得影响卖家。

Dated: *July 6*, 2015

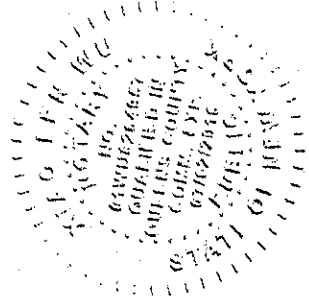
GUARANTEED BY:

  
Bencheng Zhu (Golden Bamboo Chinese Restaurant)  
Seller/Transferor

STATE OF NEW YORK)

SS.:

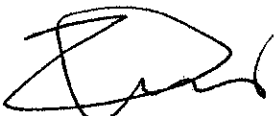
COUNTY OF QUEENS)



On *July 06* 2015 before me personally came to me known to be the individual described in and executed the foregoing instrument and acknowledged that he/she executed the same.

  
NOTARY PUBLIC

XIAO FEN WU  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WU6264957  
Qualified in Queens County  
My Commission Expires July 02, 2016



*HuiQin Liu*

Telephone Company  
Attn: Customer Service  
Date: June 29, 2015

Re: Business: Golden Bamboo Chinese Restaurant  
Address: 67C Main Street, Medway MA 02053  
Seller: Bencheng Zhu  
Buyer: HuiQin Liu

Dear Sir/Madam:

Please be advised that as of the above date, the above referenced business have been sold to the above referenced buyer; accordingly, undersigned wishes to transfer the business telephone numbers: 508-533-4963 and 508-533-4467, to the above referenced buyer and authorized the above referenced buyer to use the same telephone number.

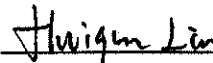
Your attention and cooperation in this matter is greatly appreciated.


Very truly yours,

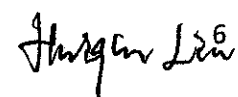
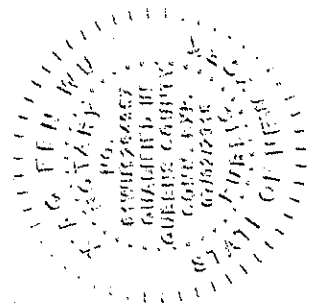


Seller: Bencheng Zhu  
DBA: Golden Bamboo Chinese Restaurant

Consented to by:

  
Buyer: Golden Bamboo Inc.  
BY: HuiQin Liu, PRESIDENT

XIAO FEN WU   
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WU6264957  
Qualified In Queens County  
My Commission Expires July 02, 2016





**ASSIGNMENT, ASSUMPTION AND THIRD AMENDMENT OF LEASE WITH  
CONSENT OF LANDLORD**

This Assignment, Assumption, and Third Amendment of Lease with Consent of Landlord (this "Assignment") made as of this 28<sup>th</sup> day of JULY, 2015 (the "Effective Date"), between **Ben Cheng Zhu**, having an address at 21 Stoneybrook Drive, #5, Millis, MA 02054 ("Assignor"), **Golden Bamboo Inc.**, a Massachusetts corporation with an address from and after the Effective Date at 67C Main Street #108, Medway, MA 02053 ("Assignee"), **Liu Huiqin**, with an address at 21 Stoneybrook Drive, #5, Millis, MA 02054 ("Guarantor"), and **Charter Medway II, LLC**, having an address c/o Charter Realty & Development Corp., 800 Westchester Avenue, Suite S-632, Rye Brook, New York 10573 ("Landlord").

**RECITALS**

A. Assignor is the tenant under a lease made with Landlord dated as of April 2004 between Landlord and Paul Chen, as tenant, as amended by an Assignment, Amendment and Assumption of Lease and Consent of Landlord between Landlord, Paul Chen, as assignor, and Wei Mei, Inc., as assignee, dated as of June 2004, and as further amended by an Assignment, Assumption and Amendment of Lease with Consent of Landlord between Landlord, Wei Mei, Inc., as assignor, and Ben Cheng Zhu, as assignee, dated as of December 31, 2009 (collectively, the "Original Lease") for space located in the Medway Commons Shopping Center in Medway, Massachusetts known as 67C Main Street #108, Medway, MA 02053 (the "Premises") and more particularly described in the Original Lease. The Original Lease, as amended and assigned herein, shall be hereinafter referred to as the "Lease."

B. As of the Effective Date, Assignor desires to assign all of his rights and obligations as Tenant under the Lease to Assignee, and Assignee desires to assume all of such rights and obligations as Tenant.

C. Landlord is willing to grant its consent to the proposed assignment of the Lease and to modify the Lease on the terms and conditions set forth herein, including, without limitation, concurrent delivery of a guaranty from Liu Huiqin which guarantees Assignee's obligations under the Lease, in the form attached hereto and made a part hereof as Exhibit A (the "Guaranty").

D. All terms not otherwise defined herein shall have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and incorporating the foregoing recitals herein in their entirety, the parties hereto agree as follows:

1. As of the Effective Date, Assignor hereby grants, conveys and assigns to Assignee all of Assignor's right, title, interest and obligations under the Lease.

2. As of the Effective Date, Assignee hereby unconditionally assumes all of Assignor's right, title, interest and obligations under the Lease, and Assignee agrees to perform all covenants, conditions and obligations of the Assignor under the Lease as though Assignee had been the original Tenant under the Lease. Assignee shall be liable for any and all of the covenants, conditions and obligations of the Tenant under the Lease regardless of when such covenants, conditions and obligations shall have accrued (including prior to the Effective Date) or may become due or payable.

3. Subject to the terms, conditions and representations contained in this Assignment, Landlord hereby consents and agrees to the foregoing assignment and assumption, and to the modification of the Lease as set forth herein, without releasing any rights or remedies which Landlord may have under the Lease, now or in the future, against the Assignor under the Lease.

4. Assignor and Assignee acknowledge (in accordance with Section 17.10 of the Lease) that, regardless of what rights may exist between them, they shall remain absolutely unconditionally, jointly and severally liable to Landlord for all of the obligations, terms, covenants and conditions of the Lease for the balance of the Term thereof, as extended herein, notwithstanding any modifications, extensions or amendments thereof. Notwithstanding the foregoing, Assignor shall not be liable for any covenants or conditions under the Lease accruing in respect of the Extended Term (as hereinafter defined), if the Lease shall be extended for the Extended Term.

5. Nothing herein contained shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Lease (except as expressly provided for in this Assignment), or to waive any breach of Assignor in the due keeping, observance or performance thereof as of the Effective Date.

6. The security deposit in the amount of \$11,812.50 currently being held by Landlord (the "Original Security Deposit") shall continue to be held by Landlord for the purposes stated in the Lease. Concurrent with the execution by Assignee of this Assignment, Assignee shall deposit an additional security deposit with Landlord in the amount of \$7,288.26 (the "Additional Security Deposit") so that Landlord shall hold a total security deposit in the amount of \$19,100.76 (the "Security Deposit"). After the Effective Date, Landlord shall have no obligation to return all or any portion of the Security Deposit, or make an accounting therefor, to Assignor. Any portion of the Security Deposit or accounting therefor, which is required to be sent by Landlord under the Lease, shall be sent to Assignee.

7. If as of the third anniversary of the Effective Date, (i) Assignee has not defaulted under any of the terms of the Lease, (ii) has not been late in the payment of Minimum Rent or Additional Rent more than one (1) time in any twelve (12) month period, and (iii) the Guarantor has a credit score of seven hundred (700) or above from all three major credit bureaus (Experian, TransUnion, and Equifax), then Landlord shall return the Additional Security Deposit to Assignee.

8. In the event of a notice of default, suit or other claim made by Landlord upon Assignee for default of the Lease, Assignee shall immediately send a copy thereof to Assignor.

Any notice or notices given by Landlord to Assignor shall be deemed to be for convenience only, and shall not release Assignee of its obligation to give notice of any defaults or declared defaults to Assignor. The failure of Landlord to give notice of any such defaults to Assignor shall in no way prejudice Landlord's right to enforce the Lease against Assignor; but Landlord may not enforce the obligations of Assignor until and unless Landlord has complied with any requirements contained in the Lease for notice to Assignee of any such default.

9. No delay by Landlord in the enforcement of any of Landlord's rights and/or remedies under the Lease against Assignee shall affect or diminish the obligations of Assignor hereunder. The obligations of Assignor and Assignee hereunder are joint and several. Landlord may proceed to enforce the obligations of the Lease against Assignor or Assignee or Guarantor without proceeding against the other(s).

10. Concurrent with its execution and delivery of this Assignment to Landlord and as a condition of this Assignment: Assignee shall deliver to Landlord evidence of the insurance required to be maintained by the Tenant under the Lease and the Guaranty executed by Guarantor.

11. As of the Effective Date, the Lease is modified as follows:

(a) Section 1.01(f) shall be amended to provide that the Expiration Date shall be December 31, 2024. The Term is extended an additional five (5) Lease Years, from January 1, 2020 through December 31, 2024.

(b) Lease Year 11 shall commence January 1, 2020. Minimum Rent for Lease Year 11 shall be the sum of \$38,155.34, payable in equal monthly installments of \$3,179.61.

(d) Effective January 1, 2021 and on the first day of January of each Lease Year thereafter occurring during the Term (and the Extended Term, if Tenant shall duly extend the Term in accordance with the provisions of subsection (e) herein), Minimum Rent shall be increased by an amount equal to two percent (2%) of the Minimum Rent payable for the immediately preceding Lease Year.

(e) Tenant is hereby granted one (1) option to extend the Term of the Lease for a period of five (5) years commencing January 1, 2025 and ending December 31, 2029 (the "Extended Term"). Tenant's right to exercise such option shall be conditioned on Tenant not being in default under this Lease at the time Tenant shall exercise such option and upon the commencement of the Extended Term, and provided that Tenant continues to occupy the Premises as of the date of Tenant's exercise of such option. If Tenant shall desire to exercise such option, it shall give notice to Landlord thereof on or before June 30, 2024, or Tenant shall conclusively be deemed to have waived its right to exercise such option. Time shall be of the essence with respect to the giving of notice of exercise. If Tenant shall duly exercise such option, then the Minimum Rent for each Lease Year of the Extended Term shall continue to increase by two percent (2%) of the Minimum Rent payable during each preceding Lease Year, and all of the

other terms and conditions of this Lease shall be applicable to the Extended Term, except that Tenant shall have no further option to extend the term of this Lease.

12. All notices to be delivered to Assignor and Guarantor pursuant to this Assignment and the Lease shall be sent to the addresses first set forth above. All notices to be delivered to Assignee pursuant to this Assignment and the Lease shall be sent to Assignee at the following notice address:

Golden Bamboo Inc.  
67C Main Street, #108  
Medway, MA 02053

with a copy sent to:

Golden Bamboo Inc.  
21 Stoneybrook Drive, #5  
Millis, MA 02054

13. Assignee and Assignor each represent to each other and Landlord that they have dealt with no broker in connection with this Assignment and each covenant to indemnify and hold each other and Landlord harmless from and against any and all Liabilities suffered or incurred by the indemnified party by reason of a breach of the foregoing representation.

14. This Assignment sets forth the entire agreement of the parties, and shall not be modified or amended except by a writing signed by the party against whom enforcement is sought. The waiver of any breach by any party of any provisions of this Assignment shall not be construed as a waiver of any subsequent breach.

15. Except as herein modified, all of the terms, covenants and conditions of the Lease are hereby reaffirmed and shall remain in full force and effect. If there are any inconsistencies between the terms of the Original Lease and the terms of this Assignment, the terms of this Assignment shall prevail.

16. This Assignment shall be binding upon the parties hereto, their heirs, successors, representatives and assigns, and shall inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment shall be construed according to the laws of the Commonwealth of Massachusetts. This Assignment shall not be assignable and shall not be construed as a consent by Landlord to or as permitting any other or further assignment of the Lease by Assignee.

17. In accordance with Section 17.07 of the Lease, concurrent with its execution and delivery of this Assignment to Landlord, Assignee shall pay to Landlord's counsel, Sacks Law Group, P.C., by check subject to collection, Landlord's attorneys' fees and costs in connection with this Assignment in the sum of \$1,500.00. This is a condition to the effectiveness of this Assignment and absent such payment this Assignment shall be null and void.

18. This Assignment may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to form one document.

[signatures on next page]

IN WITNESS WHEREOF, the parties have duly executed this Assignment the day and year first written above.

**ASSIGNOR:**

Ben Cheng Zhu d/b/a  
Ben Cheng Zhu



**ASSIGNEE:**

GOLDEN BAMBOO INC.

By: Huiqin Lin  
Name: Liu Huiqin  
Title: President

**LANDLORD:**

CHARTER MEDWAY II, LLC

By: Paul S. Brandes  
Name: Paul S. Brandes  
Title: Manager

APPLICANT'S NAME: Golden Bamboo Inc.  
67C Main St, #108  
Medway, MA 02053

License(s): COMMON VICTUALLER

DEPARTMENT APPROVAL REQUIRED FOR LICENSE RENEWAL

Please check appropriate status box, sign & return to Town Administrator/Board of Selectmen's Office.

**BUILDING DEPARTMENT**  N/A  
 APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**FIRE DEPARTMENT**  N/A  
 APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**HEALTH DEPARTMENT**  N/A  
 APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

*In process of obtaining required health documents due to transfer in ownership.*

DATE: 2/10/15

SIGNATURE: *Stephen Bacon*

**TREASURER/COLLECTOR DEPARTMENT**  N/A  
 APPROVED:

PENDED: Please explain on the lines that follow what must occur in order to approve license(s).

DATE: 8-11-15

SIGNATURE: **Melanie M. Phillips**

Digitally signed by Melanie M. Phillips  
DN: cn=Melanie M. Phillips, o=Town of Medway, ou=Finance Director, email=mphillips@townofmedway.org, c=US  
Date: 2015.08.11 11:44:13 -04'00'

# **AGENDA ITEM #3**

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

*Associated back up materials attached.*

- Grant expenditure form and grant information

**Proposed motion:** I move that the Board authorize the expenditure of the Executive Office of Elder Affairs grant funds in the amount of \$16,000 as outlined.



TOWN OF MEDWAY  
NOTICE OF GRANT AWARD

DEPARTMENT: Council on Aging DATE: 8/1/15

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Missy Dzielzek

NAME OF GRANT: Council on Aging Formula Grant

GRANTOR: Executive Office of Elder Affairs

GRANT AMOUNT: \$18,027.00

GRANT PERIOD: July 1, 2015 - June 30, 2016

SCOPE OF GRANT/  
ITEMS FUNDED Volunteer Coordinator  
Chef  
90 Plus Birthday Party  
Conferences  
Exercise Instructors  
My Senior Center

IS A POSITION BEING  
CREATED: yes - Chef

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? No Fringe Benefits

ARE MATCHING TOWN  
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO TOWN?  
only good!

IS THERE A DEADLINE FOR BOARD OF SELECTMEN APPROVAL: 8/12/15 but received extension

APPROVAL SIGNATURES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

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

FY2016 FORMULA GRANT/ALLOCATION -- STATEMENT OF AUTHORIZATION  
(Affix to your Attachment B budget.)

Medway  
(Name of COA/Agency)

508 533-3210  
(Daytime Phone)

76 Oakland Street  
(Mailing Address)

508 533-0386  
(Fax number)

Medway, MA      02053  
(ZIP)

76 Oakland St.  
(Street Address)

medwaycoa@townofmedway.org  
**E-MAIL**

The persons whose signatures appear below are authorized to commit the Council on Aging to the Attachment B Formula Grant Allocation Budget and hereby agree to its submission to the Executive Office of Elder Affairs (Elder Affairs).

Elder Affairs reserves the right to modify the purposes and/or proposed Attachment B expenditures prior to execution of the contract agreement. The allocation amount is subject to final appropriation by the General Court.

Missy Dzikczek (x) *Missy Dzikczek* 8/1/15  
(PRINT) Director/Coordinator (signature) (date)

Mary Lou Staples (x) *Mary Lou Staples* 8/11/15  
(PRINT) Chairperson (signature) (date)

\_\_\_\_\_ (x) \_\_\_\_\_  
(Print) Chair, Board of Selectmen; Mayor; (signature) (date)  
Town or City Manager / Administrator;  
Executive Secretary / Administrator; \_\_\_\_\_  
(other title)

For **contract purposes**, please note:

The legal address of the municipality: 155 Village St., Medway, MA 02053

The payment remittance address of the municipality (from your W-9): 155 Village St., Medway, MA 02053

**ATTACHMENT B**

COA Formula Grant Budget -- **FY 2016**

Print/Enter Name of COA: **MEDWAY**

| # Personnel  | Municipal Funding*<br>FY 2016<br>(see below) | (A)<br>PRELIMINARY<br>\$9.00/senior* | (B)<br>Initial if d<br>Revision.. | Hours/<br>week<br>w/ELD<br>funds | ID totals for Formula funded position(s), indicate<br>\$/hour or unit of svc.) X hours/week X number of weeks;<br>& ID fringe (if applicable).<br>*NOTE: At least \$4500 available, regardless of town size. | For<br>ELD<br>Use |
|--|--|--------------------------------------|-----------------------------------|----------------------------------|--|-------------------|
| Director/Coordinator<br>Program Coordinator<br>Coord. Of Volunteers<br>Crafts/Trips<br>Fiscal Manager  | \$40,651.00                                  | \$1162.80                            |                                   | 5                                | 25 hours per week at \$31.27/hour<br>5 hours/month at \$19.38/hour<br>15 hours/week at \$19.38/hour  |                   |
| Clerk/Typist<br>Secretary<br>Receptionist  |  | \$7280.00                            |                                   | 14                               | 14 hours/week at \$10.00 per hour  |                   |
| Chef/Cook<br>Site Manager<br>Custodian<br>Driver<br>Dispatcher   |  |                                      |                                   |                                  | 24 hours/week at \$22.58/hour  |                   |
| Outreach Worker<br>Outreach<br>Coord./Spec.<br>Social Service Coord.<br>Social Worker<br>Other: e.g. program<br>instructors<br>90 plus birthday<br>party | \$28,179                                     | \$600.00                             |                                   |                                  |  |                   |

Sub-total \$ 9042.80

\*Optional

Please note municipal positions. (Job title/s, funding totals and hours are appreciated.) Thank you. FY2016--B--(W) (5.3.15) H&E 7 + 8. PA [-8a-]

For ELD Use

| Non-Personnel Cost Category                                     | (A) PRELIMINARY   | (B) Revision |  |
|---|-------------------|--------------|--|
| Staff/Volunteer Trans. Client Transportation                    |                   |              | Rate determined locally.   |
| Rent/Mortgage   |                   |              | (Secure & retain contract/agreement for transportation service/s)                            |
| Utilities   |                   |              |  |
| Renovation/Construction   |                   |              | Describe concisely. Secure and retain quotes/estimates. Note (estimated) completion date/s.  |
| Equipment/furnishings   |                   |              | Specify/Itemize and attach to budget. Check with the "GREEN GUIDE".                          |
| Office/program supplies   | 1200.00           |              | MySeniorCenter yearly maintenance fee  |
| Facility Maintenance/ supplies                                  |                   |              | (Cite representative costs, items) Please see "GREEN GUIDE" for exterior work.               |
| Dues  |                   |              | (Cite representative costs)  |
| Newsletter Printing   |                   |              | ELD is to be recognized as supporting this activity.   |
| Conference/Education Training (Board/Staff)                     | 3421.60           |              | MCOA Conference and other senior issue related conferences                                   |
| <b>Volunteer Recognition*</b>                                   | 1262.60           |              | Volunteer recognition luncheon with in-service training on How to Deal With Difficult People |
| Contractors / Other Tai Chi Instructor Strength Training Instr. | 2500.00<br>600.00 |              | \$50/class x 50<br>\$40/class - 15 classes   |

Sub-total (page 2) \$ 8984.20  
 Sub-total (page 1) 9042.80  
**TOTAL** \$ 18,027.00

Date of this budget: 8/1/15

\*Volunteer Resource Sheet to be submitted by 26 August 2015

FP2016--8--(W) (6.3.15) H&E 7 + 8 P2

**MEDWAY COUNCIL ON AGING**

**FOOD SERVICE EMPLOYEE**

**SUPERVISOR:** Senior Center Director

**HOURS:** 14 hours per week

**SUMMARY:** This position is responsible for food purchase, preparation, service and clean-up of food products at the Medway Senior Center

**DUTIES:** Prepare, mix, assemble and store food following applicable guidelines

Operate dishwasher, wash pots and perform heavy cleaning duties following safety and sanitation guidelines

Transport equipment, food supplies and trash as directed

Ability to work with volunteer helpers

Performs other duties as assigned

**QUALIFICATIONS:** Must complete necessary certifications

# AGENDA

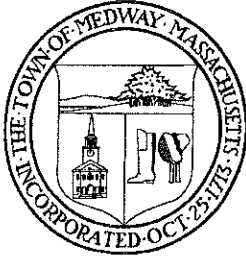
## ITEM #4

### **Authorization of Chairman to Execute Contract with George E. Sansoucy, P.E., LLC - Utility Valuation Modeling - \$6,000**

*Associated back up materials attached.*

- Memo from Donna Greenwood
- Contract

**Proposed motion:** I move that the Board authorize the Chairman to execute the contract with George E. Sansoucy, P.E., LLC to provide utility valuation modeling in the amount of \$6,000 pending review and approval by both Town Counsel and the Town Accountant.



Board Members  
Open position  
William J Oldmixon Jr  
Anne Marie Lynch

**TOWN OF  
MEDWAY**  
Board of Assessors  
155 Village Street  
Medway MA 02053  
(508) 533-3203 ph · (508) 533-3287 fax

Donna Greenwood, MAA Principal Assessor  
Andrew Smyth MAA - Deputy Assessor  
Terri Balabanis, Administrative Assistant

August 11,2015

Re: Contracts - Sansoucy

To: Board of Selectmen

From: Donna Greenwood MAA  
Principal Assessor

The contract between the Town of Medway and George E Sansoucy P. E., LLC for \$6,000. is to provide the Assessors with the updated tables to use the valuation model to establish values for Fy 16 values for Personal Property Accounts for New England Power, NSTAR Electric and Columbia Gas. Sansoucy's office provided us with appraised values for FY 15, however, the tables used in the models for the interim years are provided by Sansoucy office. As stated in the contract the information will be provided no later than September 1, 2015. This will provide the Assessor's office time to input the data and establish FY16 values.

**AGREEMENT BETWEEN  
TOWN OF MEDWAY AND  
GEORGE E. SANSOUCY, P.E., LLC**

**THIS AGREEMENT to provide engineering, consulting, and valuation model update services with regard to value as of 1/1/15 for the fiscal year 2016 for ad valorem taxation purposes, the utility properties located in the Town of Medway (hereinafter referred to as the "Project"), is made the \_\_\_ day of June, 2015, by and between GEORGE E. SANSOUCY, P.E., LLC a Limited Liability Company duly organized under the laws of the State of New Hampshire, with a usual place of business at 89 Reed Road, Lancaster New Hampshire, (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) 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 in order to provide the Town with services as agreed herein. CONTRACTOR shall provide an update of the utility valuation model tables and multipliers for valuation as of 1/1/15. The updated model will be provided on disk to be inserted into the existing model at the town of Medway for utility valuation for fiscal year 2016. The model update will include the gas and electric distribution model and electric transmission model. The electric transmission model will be for New England power; the electric distribution model will be for NSTAR (Eversource) Electric, and the gas distribution model will be for Columbia Gas. This model does not update land, and land is not part of this contract. The CONTRACTOR will provide an update letter report which will include a breakdown with supporting calculations of the right-of-way values for each utility. The TOWN will provide access to town records, tax maps and information provided by the utilities, and will request that the utilities provide information directly to



CONTRACTOR. The CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

### **ARTICLE 3: TERMS OF AGREEMENT**

The work to be performed under this Agreement shall commence upon issuance by the TOWN of a written or verbal Notice to Proceed to the CONTRACTOR. ALL VALUES SHALL BE PROVIDED TO THE TOWN ON OR BEFORE SEPTEMBER 1, 2015. Time is of the essence in this Agreement. If CONTRACTOR has not delivered all work product required under this Agreement on or before 5:00 p.m. on September 1, 2015, the amount due from the TOWN shall be reduced by \_\_\$50\_\_ per day commencing September 2, 2015, until the TOWN receives complete performance.

### **ARTICLE 4: THE CONTRACT SUM**

(a) Payments shall be made to the CONTRACTOR for services performed on a lump sum basis in the amount of \$6,000.00, subject to Article 3, Article 5 and the terms of this Agreement.

(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 CONTRACTOR will submit periodic invoices to the Town for review and approval. Payment will be made within forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of each invoice for work performed, subject to (b) below.

(b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN 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) 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 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.
- (b) 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.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 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:** Town Administrator  
Town of Medway  
155 Village Street  
Medway MA 02053

**Contractor:**  
George E. Sansoucy, P.E., LLC, owner  
George E. Sansoucy, P.E., LLC  
89 Reed Rd, Lancaster NH 03584

## ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability and 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.

**Automobile liability insurance** shall be in the form of comprehensive automobile liability and shall provide limits of **\$100,000 each person and \$300,000 each occurrence for bodily injury liability.**

**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 carry 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 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.
- (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 list the TOWN as additional insured for General Liability and Automobile liability policies.** 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.
- (e) 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: [NOT APPLICABLE]**

**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 WAGES RATE [NOT APPLICABLE]**

**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: STANDARD OF CARE**

The CONTRACTOR'S services shall be performed by qualified personnel. The CONTRACTOR'S project team shall consist of those persons identified in the CONTRACTOR'S proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this agreement shall be subject to the prior written approval of the TOWN. No member of the project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence. CONTRACTOR shall not hire or compensate, in any way, a TOWN officer or employee or any member of the family of such officer or employee in the performance of such work under this contract.

**ARTICLE 15: [NOT APPLICABLE]**

**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 part of Exhibit B. 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.

**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:**  
**GEORGE E. SANSOUCY, PE, LLC**

**TOWN OF MEDWAY:**  
Board of Selectmen

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Town Accountant**

Dated: \_\_\_\_\_

Funding Source:

Key Org: \_\_\_\_\_

Approved As To Form

\_\_\_\_\_  
**Town Counsel**

\_\_\_\_\_  
**Chief Procurement Officer**

Dated: \_\_\_\_\_

Account:

Dated: \_\_\_\_\_

# **AGENDA**

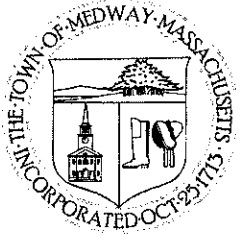
## **ITEM #5**

### **Authorization of Chairman to Execute Contract with Concrete Modular Systems – Cassidy Bathroom Installation - \$55,905.95**

*Associated back up materials attached.*

- Memo from Bobby McGee
- Bid results
- Contract

**Proposed motion:** I move that the Board authorize the Chairman to execute the contract with Concrete Modular Systems in the amount of \$55,905.95 pending review and approval by both Town Counsel and 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

From: Thomas Holder, Director | Department of Public Services

Date: August 17, 2015

RE: **Cassidy Field- Modular Bathroom – Concrete Modular Systems Inc**

---

Please find attached three (3) copies of a contract for **Concrete Modular Systems Inc for Modular Bathrooms**

Supply and Install New Concrete Modular Bathroom structure to include one Men's room and one Women's room with Janitor sink - Include Crane service

This was approved as a Capital Project at the 2014 Annual town meeting for Parks.

### **Bid opening results.**

|                          |             |
|--------------------------|-------------|
| Concrete Modular Systems | \$55,905.95 |
| United Concrete Products | \$72,812.00 |
| Public Restrooms Company | \$91,456.00 |

We greatly appreciate your consideration of this issue.



TOWN OF MEDWAY

QUOTATION FORM

in accordance with CHAPTER 30B: UNIFORM PROCUREMENT ACT

DEPARTMENT: Cassidy Bathroom SIGNATURE: Bob McGee

DATE: September 1, 2014

DESCRIPTION: Supply and Install New Concrete Modular Bathroom structure to include one Mens room and one womens room with Janitor sink - Include Crane service.

AWARD TO: (Check One)

COMPANY: Concrete Modular Systems Inc

ADDRESS: P.O. Box 531573 , St Petersburg Florida 33747

CONTACT: Fredrick Kennedy PHONE No: 727-945-1864

DATE: 9/11/2014

AMOUNT: \$55,905.95

(Check One):  Phone Quote  Written Quote  No Quote

COMPANY: United Concrete Products

ADDRESS: 173 Church street, yalesville, CT 06492

CONTACT: David Topa PHONE No: 203-269-3119

DATE: 9/11/2014

AMOUNT: \$72,812.00

(Check One):  Phone Quote  Written Quote  No Quote

COMPANY: Public Restroom Company

ADDRESS: 2587 Busineass Parkway, Minden, NV 89423

CONTACT: Charles Kaufman PHONE No: 775-846-6242

DATE: 9/11/2014

AMOUNT: \$91,456.00

(Check One):  Phone Quote  Written Quote  No Quote

SOLE SOURCE PROCUREMENT

JUSTIFICATION FOR USE OF SOLE SOURCE

Low bidder was United Concrete - but need to look into all approve paperwork and Need Mass State Certificate for Modular

**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:** \_\_\_\_\_

**TOWN OF MEDWAY  
By its Board of Selectmen**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Corporate Seal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE SIGNED:** \_\_\_\_\_

\_\_\_\_\_  
Tom Holder – Director  
Department of Public Service

Approved As To Form

\_\_\_\_\_  
**Town Accountant**

\_\_\_\_\_  
**Town Counsel**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Funding Source:

Account: \_\_\_\_\_

|



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<br>E B&T - Iler Wail & Shonter<br>12485 - 28th Street North<br>Saint Petersburg, FL 33716<br>727 327-7070 | CONTACT NAME: Lisa Fanning<br>PHONE (A/C, No, Ext): 727 327-7070<br>E-MAIL ADDRESS: lfanning@obandt.com<br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: Auto Owners Insurance Co<br>INSURER B: Progressive Express Insurance C<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: | FAX (A/C, No): 339 832-8431<br>NAIC #: 18988<br>10193 |
| INSURED<br>Concrete Modular Systems Inc<br>PO Box 531573<br>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<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC  |                    | 0023122058782914 | 05/24/2014              | 05/24/2015              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COM/POP AGG \$3,000,000<br>\$  |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br>UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION \$<br>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |                    | 082965846        | 09/07/2014              | 09/07/2015              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |
|          |  |                    |                  |                         |                         |  |

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<br><br>Town of Medway<br>155 Village Street<br>Medway, MA 02053 | CANCELLATION<br><br>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<br><br><i>Marilyn D. Williams</i>  |

BB&T INS SVCS INC  
12485 28 ST N FLOOR2  
ST PETERSBURG, FL 33716

**PROGRESSIVE®**

TOWN OF MEDWAY  
155 VILLAGE ST  
MEDWAY, MA 02053

**Policy number: 08296584-6**

Underwritten by:  
Progressive Express Ins Company  
Insured: CONCRETE MODULAR SYSTEM  
May 16, 2015  
Policy Period: Sep 7, 2014 - Sep 7, 2015

**Mailing Address**

Progressive Express Ins Company  
PO Box 94739  
Cleveland, OH 44101

## Additional insured endorsement

**1-800-444-4487**

For customer service, 24 hours a day,  
7 days a week

**Name of Person or Organization**

TOWN OF MEDWAY  
155 VILLAGE ST  
MEDWAY, MA 02053

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

**Limit of Liability**

|                           |                                  |
|---------------------------|----------------------------------|
| <b>Bodily Injury</b>      | Not applicable                   |
| <b>Property Damage</b>    | Not applicable                   |
| <b>Combined Liability</b> | \$1,000,000 each <b>accident</b> |

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number: 08296584-6

Issued to (Name of Insured): CONCRETE MODULAR SYSTEM

Effective date of endorsement: 05/14/2015      Policy expiration date: 09/07/2015

Form 1198 (01/04)

PROGRESSIVE  
PO Box 94739  
Cleveland, OH 44101-4739

**PROGRESSIVE®**

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TOWN OF MEDWAY  
155 VILLAGE ST  
MEDWAY MA 02053



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PROGRESSIVE INSURANCE COMPANY OF AMERICA, 10000 EASTMAN AVENUE, CLEVELAND, OH 44130

**PAYMENT BOND**

Bond No. S-213392

KNOW ALL MEN BY THESE PRESENTS that:

Concrete Modular Systems, Inc - PO Box 531573, St. Petersburg, FL 33747  
(Name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and

NGM Insurance company 4601 Touchton Rd East, Suite 3400, Jacksonville, FL 32245-6000  
(Bonding Company)

a corporation duly organized under the laws of the Commonwealth of Massachusetts as Surety, hereinafter call Surety, are held and firmly bound unto

The Town of Medway, 155 Village Street, Medway, MA 02053 as oblige, in the sum of  
Fifty Five Thousand Nine Hundred Five Dollars and 95/100 dollars  
(Contract amount)

(\$ 55,905.95 ), for payment whereof Contractor and Surety bind themselves,  
(Number)

their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated April 24th, 2015, 2015, entered into a contract with the Town of Medway for \*\*Cassidy Field Precast Concrete Restroom project in Medway, Massachusetts, in accordance with specifications which contract is by reference made a part hereto referred to as the Contractor. \*\*Supply and Install New Concrete Modular Bathroom Structure to Include One Men's Room & One Women's Room With Janitor Sink - Include Crane Service

NOW THE CONDITION OF THIS OBLIGATION is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws (Ter. Ed.), Chapter 30, Section 39A as amended and Chapter 149, Section 29 as amended, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this 29th day of April, 2015.

Concrete Modular Systems, Inc  
(Principal)

(Seal)

[Signature]  
(Witness)

VP  
(Title)

[Signature]  
(Witness)

NGM Insurance Company  
**BONDING COMPANY**

By: [Signature] Douglas R. Moore, Attorney-in-Fact

**PERFORMANCE BOND**

Bond No. S-213392

KNOW ALL MEN BY THESE PRESENT, that we Concrete Modular Systems, Inc with a place of business at PO Box 531573, St. Petersburg, FL 33747 as principal (the "Principal"), and NGM Insurance Company, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at 4601 Touchton Rd East, Suite 3400, Jacksonville, FL 32245-6000 as Surety (the "Surety"), are held and firmly bound unto the Town of Medway as Obligee (the "Obligee"), in the sum of Fifty Five Thousand Nine Hundred Five Dollars and 95/100 (\$55,905.95) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of April 24<sup>th</sup>, 2015 and entitled Cassidy Field Precast Concrete restroom – Supply and Install New Concrete Modular Bathroom Structure to Include One Men’s Room & One Women’s Room with Janitor Sink – Include Crane Service

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or Suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions. The obligations of the Surety set forth herein shall become null and void only if expressly waived in writing by the Obligee Town of Medway; otherwise such obligations shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee, Town of Medway, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Town of Medway promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions.

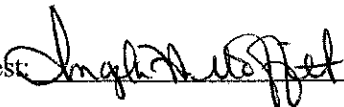
IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this 29<sup>th</sup> day of April, 2015.

PRINCIPAL

Concrete Modular Systems, Inc

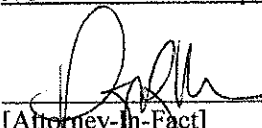
  
[Name and Seal]

Vice President  
[Title]

Attest: 

SURETY

NGM Insurance Company

  
[Attorney-in-Fact] Douglas R. Moore

12485 28<sup>th</sup> Street North, 2<sup>nd</sup> Floor,  
St. Pete, FL 33716  
[Address]  
727-803-8146  
[Phone]

Attest:  Yvonne R. Payne

The rate of the Bond is 3 % of the first \$55,905.95 and N/A % for the next \$ N/A.

The total premium for this Bond is \$1,677.00.

END OF PERFORMANCE BOND



06- 0235505

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Douglas R. Moore

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00).

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day January, 2012

NGM INSURANCE COMPANY By:

Bruce R Fox  
Assistant Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this January 3rd, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

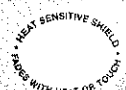
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3<sup>rd</sup> day of January 2012.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 29<sup>th</sup> day of April 2015

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



# AGENDA

## ITEM #6

### Approval – Order of Taking – Route 109 Right of Way

*Associated back up materials attached.*

- Draft Order of Taking
- Example Affidavit
- Progress Print of Taking Plans

#### **Proposed motion:**

I move that the Board has determined that common convenience and necessity require that **Main Street (Route 109)**, a public way in the **Town of Medway**, be reconstructed; and it is necessary to acquire fee interests, temporary easements, and permanent easements in certain parcels of land for the purpose of reconstructing said way; and under the authority given by the votes under Article 29 of the Annual Town Meeting held on May 12, 2014; the vote under Article 17 of the November 20, 2014 Special Town Meeting; and Article 5 of the Town at the Annual Town Meeting held on March 9, 2015 (the "Town Votes"), and General Laws c. 82, §§ 1-23 and General Laws c. 79, as amended, and any and every other power and authority which is hereunto in any way enabling, and having given notice according

to the requirements of law to all persons known to it to be interested in the reconstruction of said way, of its intention to take such interests in real property described in the plan titled "Alteration Plan Main Street (Route 109) Medway, prepared for the Town of Medway" dated August 17, 2015, prepared by Greenman-Pedersen, Inc., recorded with the Norfolk County Registry of Deeds herewith (the "Plan"), a copy of which is on file with the Town Clerk of the Town of Medway.

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

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

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

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



**Commonwealth of Massachusetts  
Town of Medway  
Norfolk County**

**ORDER OF TAKING**

At a meeting of the Board of Selectmen of the Town of Medway, Massachusetts, held the 17<sup>th</sup> day of August, 2015, pursuant to the votes under Article 29 of the Annual Town Meeting held on May 12, 2014; the vote under Article 17 of the November 20, 2014 Special Town Meeting; and Article 5 of the Town at the Annual Town Meeting held on March 9, 2015 (the "Town Votes"), and General Laws c. 82, §§ 1-23 and General Laws c. 79, as amended, and any and every other power and authority which is hereunto in any way enabling, the Board so ordered:

WHEREAS, the said Board of Selectmen have adjudged that common convenience and necessity require that **Main Street (Route 109)**, a public way in the **Town of Medway**, be reconstructed; and

WHEREAS, it is necessary to acquire fee interests, temporary easements, and permanent easements in certain parcels of land for the purpose of reconstructing said way;

WHEREAS, the said Board of Selectmen did give notice according to the requirements of law to all persons known to it to be interested in the reconstruction of said way of its intention to take such interests in real property described in the plan titled "Alteration Plan Main Street (Route 109) Medway, prepared for the Town of Medway" dated August 17, 2015, prepared by Greenman-Pedersen, Inc., recorded with the Norfolk County Registry of Deeds herewith (the "Plan"), a copy of which is on file with the Town Clerk of the Town of Medway; and

NOW, THEREFORE, IT IS ORDERED that, acting through and under the authority of the Town Votes, and pursuant to the powers set forth in General Laws c. 82, §§ 1-23 and General Laws c. 79 and all other authority thereunto enabling, and of any and every power and authority granted to it, express or implied, the Town of Medway acting through its Board of Selectmen, does hereby adjudge that the common convenience and necessity requires and does hereby take for the purpose of public ways, those fee interests, temporary easements and permanent easements over those certain parcels of land commonly known as Route 109 shown as on said Plan, which land is owned or supposed to be owned by the abutters on said way, as follows. The Board further determines that damages by reason of this taking shall be awarded as shown on the schedule below therefore:

| Purported Owners   | Address of Taking       | Book-Page of Deed, Mortgage, Lien           | Award  | Interest and area taken   |
|--|-------------------------|---|--|---|
| John A. Robinson and Linda Muir-Robinson                   | <b>1 Milford Street</b> | Book 16700, Page 75                         | SW-1=\$200.00 and TE-6=\$1,338.00                    | Permanent easement in parcel SW-1 (27 sq.ft.).<br><br>Temporary easement in parcel TE-6 (1,360 sq.ft.)                              |
| Linda Russo, Trustee of the Linda S. Russo Revocable Trust | 1 Winthrop Ave          | Book 31333, Page 34                         | TE-60=\$140.00 and TE-155=\$47.00                    | Temporary easements in parcels TE-60 (263 sq.ft.) and TE-155 (88 sq.ft.)  |
| Russell P. Sherrill and Pamela A. Sherrill                 | 1A Winthrop Ave         | Book 5171, Page 727                         | \$300.00   | Permanent easement in parcel PUE-18 (39 sq.ft.)   |
| CMR Investments LLC  | 107 Main Street         | Book 24893, Page 511                        | E-8=\$5,700; TE-96=\$3,825.00; and TE-153=\$2,404.00 | Permanent easement in parcel E-8 (357 sq.ft.).<br><br>Temporary easements in parcels TE-96 (1,221 sq.ft.) and TE-153 (1,140 sq.ft.) |
| CMR Investments LLC  | 111 and 113 Main Street | Book 24893, Page 501                        | \$1,253.00   | Temporary easement in parcel TE-95 (634 sq.ft.) plan shows 759  |
| CMR Investments LLC  | 115 Main Street         | Book 4362, Page 391 and Book 4251, Page 582 | \$8,183.00   | Temporary easement in parcel TE-93 (3,362 sq.ft.)   |
| CMR Investments LLC  | 115A Main Street        | Book 24896, Page 273                        | \$7,033.00   | Temporary easement in parcel TE-92 (2,316 sq.ft.)   |
| Longobardi Realty LLC.                                     | 116 Main Street         | Book 31397, Page 21                         | Parcel 3=\$3,100.00 and TE-89=\$2,125.00             | Fee interest in Parcel 3 (405 sq.ft.)<br><br>Temporary easement in parcel TE-89 (1,603 sq.ft.)                                      |
| CMR Investments LLC  | 117 Main Street         | Book 24893, Page 504                        | \$3,629.00   | Temporary easement in parcel TE-87 (4,429 sq.ft.)   |
| CMR Investments LLC  | 119 Main Street         | Book 24893, Page 513                        | \$1,854.00   | Temporary easement in parcel TE-86 (810 sq.ft.)   |

|   |   |  |            |   |
|---|---|--|------------|---|
| Michael P Pirolli and Robert A. Pirolli, Trustees of the 120 Main Street Realty Trust | 120 Main Street                         | Book 9695, Page 721                                    | \$876.00   | Temporary easement in parcel TE-88 (1,454 sq.ft.) |
| Thomas B. Geysler   | 121 Main Street                         | Book 22242, Page 61                                    | \$2,185.00 | Temporary easement in parcel TE-84 (657 sq.ft.)   |
| Dufficy and Sons, LLC   | 122 Main Street                         | Book 32787, Page 160                                   | \$275.00   | Temporary easement in parcel TE-147 (566 sq.ft.)  |
| Maritime Housing Fund, LLC  | 123 Main Street                         | Book 22544, Page 566                                   | \$309.00   | Temporary easement in parcel TE-85 (2,130 sq.ft.) |
| Gail A. Auger, Trustee of VKG Realty Trust  | 127-127A Main Street (Unit 127)         | Book 26669, Page 222                                   | \$125.00   | Temporary easement in parcel TE-83 (508 sq.ft.)   |
| JLP Properties, LLC   | 127-127A Main Street (Unit 127A)        | Book 32281, Page 266                                   | \$125.00   | Temporary easement in parcel TE-83 (508 sq.ft.)   |
| Paul King   | 129 Main Street                         | Book 28835, Page 311                                   | \$706.00   | Temporary easement in parcel TE-82 (1,406 sq.ft.) |
| Richard A. Berry, Trustee of the 131 Main Street Realty Trust                         | 131-133 Main Street (Units 1, 2, and 3) | Book 10663, Page 234                                   | \$978.00   | Temporary easement in parcel TE-74 (2,329 sq.ft.) |
| Visions Property Management, LLC  | 131-133 Main Street (Units 100 and 200) | Book 32043, Pages 259 and 263                          | \$978.00   | Temporary easement in parcel TE-74 (2,329 sq.ft.) |
| Elias F. Aoude  | 132 Main Street                         | Certificate of Title No. 131050<br>Book 656<br>Page 50 | \$404.00   | Temporary easement in parcel TE-80 (712 sq.ft.)   |
| Richard E. Ghiz and Tina M. Ghiz  | 134 Main Street                         | Certificate of Title No. 144839<br>Book 725<br>Page 39 | \$689.00   | Temporary easement in parcel TE-79 (1,215 sq.ft.) |
| Rabbit Hill Properties, LLC i   | 135 Main Street                         | Book 32534, Page 563                                   | \$664.00   | Temporary easement in parcel TE-73 (1,155 sq.ft.) |
| Michael Kothe and Amna Saeed-Kothe  | 136 Main Street                         | Certificate of Title No. 187636                        | \$428.00   | Temporary easement in parcel TE-78 (755 sq.ft.)   |
| Yacoub F. Aoude   | 138 Main Street                         | Certificate of Title No. 131051<br>Book 656<br>Page 51 | \$611.00   | Temporary easement in parcel TE-77 (1,083 sq.ft.) |

|   |                             |   |                                   |   |
|---|-----------------------------|---|-----------------------------------|---|
| Tom Ryan and Diane Ryan                     | 139 Main Street             | Book 25684, Page 155                          | \$624.00                          | Temporary easement in parcel TE-72 (814 sq.ft.)   |
| Marcus S. Holmgren and Tatevik Holmgren     | 140 Main Street             | Certificate of Title No. 190542               | \$401.00                          | Temporary easement in parcel TE-76 (882 sq.ft.)   |
| Handspring Enterprises LLC is current owner | 141 Main Street             | Book 24543, Page 148                          | \$156.00                          | Temporary easement in parcel TE-71 (266 sq.ft.)   |
| Bonnie Belanger, f/k/a Bonnie Solbo         | 142 Main Street             | Book 19344, Page 533 and Book 12011, Page 514 | \$136.00                          | Temporary easement in parcel TE-146 (208 sq.ft.)  |
| Jack Azar                                   | 143 Main Street             | Book 12459, Page 167                          | TE-69=\$570.00 and TE-70=\$147.00 | Temporary easements in parcels TE-69 (925 sq.ft.) and TE-70 (239 sq.ft.)  |
| Thomas Giovangelo and Judith Giovangelo     | 144 Main Street             | Book 13034, Page 298                          | \$190.00                          | Temporary easement in parcel TE-65 (327 sq.ft.)   |
| Steven G. Brody and Kathleen Andolina       | 145 Main Street             | Certificate of Title No. 183615               | \$446.00                          | Temporary easement in parcel TE-68 (917 sq.ft.)   |
| Steinhoff Realty,L LC                       | 146 Main Street             | Book 30763, Page 513                          | \$331.00                          | Temporary easement in parcel TE-63 (696 sq. ft.) plan shows 1,126   |
| Tarek Chebaklo                              | 148 Main Street (Unit 148A) | Book 31747, Page 124                          | PUE-9=\$95.00 and TE-62=\$220.00  | Permanent easement in PUE-9 (40 sq.ft.)<br><br>Temporary easement in parcel TE-62 (1,109 sq.ft.) plan shows 1,058 |
| Jeremy M. Tchaicha and Joslyn H. Tchaicha   | 48 Main Street (Unit 148B)  | Book 28676, Page 308                          | PUE-9=\$95.00 and TE-62=\$220.00  | Permanent easement in PUE-9 (40 sq.ft.).<br><br>Temporary easement in parcel TE-62 (1,109 sq.ft.)                 |
| Robert B. Goodliffe                         | 149 Main Street             | Book 23747, Page 361                          | \$187.00                          | Temporary easement in parcel TE-67 (294 sq.ft.)   |
| John Early and Christine Early              | 151 Main Street             | Book 32654, Page 533                          | \$655.00                          | Temporary easement in parcel TE-66 (803 sq.ft.)   |

|   |                             |                                 |                                     |   |
|---|-----------------------------|---------------------------------|-------------------------------------|---|
| John Gene Early and Christine E. Early  | 153 Main Street             | Book 20621, Page 37             | E-1=\$1,035.00 and TE-56=\$809.00   | Permanent easement in parcel E-1 (108 sq.ft.).<br><br>Temporary easement in parcel TE-56 (637 sq.ft.)   |
| David Werlich and Tara Werlich  | 155 Main Street             | Book 18997, Page 119            | PUE-8=\$590.00 and TE-55=\$189.00   | Permanent easement in parcel PUE-8 (124 sq.ft.).<br><br>Temporary easement in parcel TE-55 (408 sq.ft.) |
| 157 Main Street Realty LLC  | 157 Main Street             | Book 31443, Page 467            | \$203.00                            | Temporary easement in parcel TE-54 (440 sq.ft.)   |
| William L. Womack, Trustee and Joyce B. Womack, Trustees of the Womack Family Funding Trust | 158 Main Street             | Book 20612, Page 387            | \$842.00                            | Temporary easement in parcel TE-59 (2,558 sq.ft.)   |
| Kathleen L. Yorkis  | 159 Main Street             | Book 29790, Page 94             | \$494.00                            | Temporary easement in parcel TE-53 (925 sq.ft.)   |
| Shirley A. McDaniel   | 160 Main Street             | Book 6563, Page 51              | PUE-17=\$423.00 and TE-58=\$978.00  | Permanent easement in PUE-17 (89 sq. ft.).<br><br>Temporary easement in parcel TE-58 (1,866 sq.ft.)     |
| Fasland, LLC  | 164 Main Street             | Certificate of Title No. 187082 | \$384.00                            | Temporary easement in parcel TE-43 (653 sq.ft.)   |
| John J. Greene, Trustee of the 165 Main Street Realty Trust                                 | 161-165 Main Street         | Book 24499, Page 10             | TE-51 = \$26.00 and TE-52= \$115.00 | Temporary easements in parcel TE-51 (208 sq.ft.) and TE-52 (925 sq.ft.)                                 |
| John P. Kairit and Charlene Kairit  | 167 Main Street             | Book 21737, Page 9              | \$521.00                            | Temporary easement in parcel TE-49 (679 sq.ft.)   |
| James Kazijian, Sr. and Gertrude Stefan   | 168 Main Street             | Book 8789, Page 714             | \$111.00                            | Temporary easement in parcel TE-42 (192 sq.ft.)   |
| Rising Sun Lodge No. 99, I.O.O.F. (Independent Order of Odd Fellows)                        | 169 Main Street             | Book 848, Page 177              | \$346.00                            | Temporary easement in parcel TE-47 (443 sq.ft.)   |
| Arthur J. Cowan   | 170 Main Street (Unit 170A) | Book 24543, Page 128            | \$184.00                            | Temporary easement in parcel TE-41 (453 sq.ft.)   |

|  |                             |                      |                                   |   |
|--|-----------------------------|----------------------|-----------------------------------|---|
| Richard R. Huffam, II and Mark S. Denomme  | 170 Main Street (Unit 170B) | Book 28375, Page 379 | \$184.00                          | Temporary easement in parcel TE-41 (453 sq.ft.)   |
| Jose M. Caicedo and Damarys W. Caicedo   | 171 Main Street             | Book 24011, Page 542 | PUE-7=\$195.00 and TE-33=\$103.00 | Permanent easement in PUE-7 (41 sq.ft.).<br><br>Temporary easement in parcel TE-33 (71 sq. ft.) |
| Francis J. Yered and Margaret Yered  | 172 Main Street             | Book 4488, Page 166  | \$469.00                          | Temporary easement in parcel TE-40 (1,010 sq.ft.)   |
| Renee L. Linnell and Steven Linnell  | 173 Main Street             | Book 22364, Page 526 | \$50.00                           | Temporary easement in parcel TE-32 (43 sq.ft.)  |
| Paul A. Chelman and Rose Cote  | 174-A Main Street           | Book 15010, Page 317 | \$355.00                          | Temporary easement in parcel TE-38 (329 sq.ft.)   |
| Michael F. Olival  | 174-B Main Street           | Book 27068, Page 391 | \$400.00                          | Temporary easement in parcel TE-39 (492 sq.ft.)   |
| Cheryl Rosenberg   | 175 Main Street             | Book 24884, Page 380 | \$703.00                          | Temporary easement in parcel TE-31 (1,214 sq. ft.)  |
| Joshua Grant   | 176-178 Main Street         | Book 32146, Page 542 | TE-36=\$405.00 and TE-37=\$181.00 | Temporary easement in parcels TE-36 (811 sq.ft.) and TE-37 (363 sq.ft.) plan shows 672          |
| Eric N. Bouwman and Tanya M. Bouwman   | 177 Main Street             | 16792-313            | TE-30=\$117.00 and TE-144=\$99.00 | Temporary easement in parcels TE-30 (138 sq.ft.) and TE-144 (117 sq.ft.)                        |
| Vladimir Atryzek and Suzanne Temple Atryzek  | 179 Main Street             | Book 8108, Page 526  | TE-28=\$137.00 and TE-29=\$38.00  | Temporary easements in parcel TE-28 (449 sq.ft.) and TE-29 (124 sq.ft.)                         |
| Steven Linnell   | 180 Main Street             | Book 14431, Page 411 | \$190.00                          | Temporary easement in parcel TE-34 (421 sq.ft.)   |
| Agnes Szilassy and Ivan Szilassy, Personal Representatives of the Estate of Theresa Szilassy | 181 Main Street             | Book 3844, Page 484  | \$232.00                          | Temporary easement in parcel TE-27 (827 sq.ft.)   |
| Diane M. Tierney, Robert J. Boyd and Pamela Saidnaway  | 183 Main Street             | Book 22030, Page 387 | \$271.00                          | Temporary easement in parcel TE-26 (320 sq.ft.)   |
| Steven M. Houde and Susan M. Houde   | 184 Main Street             | Book 8990, Page 534  | \$20.00                           | Temporary easement in parcel TE-154 (30 sq.ft.)   |

|   |                     |   |  |  |
|---|---------------------|---|--|--|
| Alan Parr and Anne Parr                                   | 185 Main Street     | Book 32386, Page 545                        | \$179.00   | Temporary easement in parcel TE-25 (212 sq.ft.)  |
| Gloria Bain   | 186 Main Street     | Book 14309, Page 540                        | \$43.00  | Temporary easement in parcel TE-19 (164 sq.ft.) plan shows 161   |
| Norman A. Schneider and Barbara B. Schneider              | 187 Main Street     | Book 6118, Page 665                         | \$141.00   | Temporary easement in parcel TE-24 (135 sq. ft.)   |
| Joseph R. Ebert, Jr. and Leslie B. Ebert                  | 188 Main Street     | Book 7679, Page 314                         | \$367.00   | Temporary easement in parcel TE-20 (521 sq.ft.)  |
| Christopher G. Showstead                                  | 189 Main Street     | Book 28093, Page 389                        | W-1=\$800.00 and TE-22=\$666.00  | Permanent easement in parcel W-1 (136 sq.ft.).<br>Temporary easement in parcel TE-22 (853 sq.ft.)  |
| Claire E. MacGregor                                       | 190 Main Street     | Book 5104, Page 499 and Book 4583, Page 499 | D-3=\$1,078.00 and TE-18=\$469.00  | Permanent easement in parcel D-3 (209 sq. ft.) and temporary easement in parcel TE-18 (689 sq.ft.)   |
| William J. White and Mary Jane White                      | 191 Main Street     | Book 8877, Page 254                         | \$657.00   | Temporary easement in parcel TE-21 (1,831 sq. ft.)   |
| Slocumb Place LLC   | 192 Main Street     | Book 24511, Page 352                        | \$1,423.00   | Temporary easement in parcel TE-17 (3,528 sq.ft.) plan shows 4,166   |
| Community Church of West Medway, Inc.                     | 193 Main Street     | Book 5908, Page 90                          | PUE-5=\$361.00 and TE-12=\$1,037.00  | Permanent easement in parcel PUE-5 (55 sq. ft.).<br><br>Temporary easement in parcel TE-12 (1,625 sq.ft.) plan shows 2,293   |
| Alexis Benner   | 195-197 Main Street | Book 31578, Page 11                         | \$1,250.00   | Temporary easement in parcel TE-11 (990 sq.ft.)  |
| The Second Congregational Church of Medway, Massachusetts | 196 Main Street     | Certificate of Title No. 23828              | PUE-3=\$119.00; PUE-4=\$56.00; PUE-6=\$887.00; TE-7=\$1,348.00; and TE-126=\$53.00 | Permanent easements in PUE-3 (53 sq.ft.); PUE-4 (25 sq.ft.) and PUE-6 (468 sq.ft.).<br><br>Temporary easements in parcel TE-7 (4,768 sq.ft.) plan shows 4,887 and TE-126 |

|   |                    |   |   |   |
|---|--------------------|---|---|---|
|   |                    |   |   | (186 sq.ft.)  |
| Mario Pollo and Pauline L. Delin                  | 199 Main Street    | Book 31368, Page 173                                    | Parcel 1=\$556.00; PUE-2=\$352.00 and TE-10 =\$1,566.00 | Fee interest in Parcel 1 (57 sq.ft.).<br><br>Permanent easement in PUE-2 (38 sq. ft.).<br><br>Temporary easement in parcel TE-10 (1,347 sq.ft.) |
| Robert S. Hamilton and Cheryl A. Hamilton         | 1-A Drybridge Road | Certificate of Title No. 146307<br>Book 732<br>Page 107 | \$53.00   | Temporary easement in parcel TE-81 (64 sq.ft.)  |
| Joseph J. Kobierecki and Bernadette M. Kobierecki | 2 Highland Street  | Book 4981, Page 111                                     | \$29.00   | Temporary easement in parcel TE-127 (39 sq.ft.)   |
| Brian E. Adams and David J. Blackwell             | 2 Milford Street   | Book 16103, Page 547                                    | TE-16=\$175.00 and TE-145=\$118                         | Temporary easements in parcels TE-16 (207 sq.ft.) plan shows 205 and TE-145 (139 sq.ft.)  |
| Thomas Quigley and Pamela Quigley                 | 2 Temple Street    | Book 25873, Page 157                                    | \$149.00  | Temporary easement in parcel TE-150 (194 sq.ft.) plan shows 357   |
| Thomas D. Foley and Tracey A. Foley               | 200 Main Street    | 13096-481   | TE-4=\$141.00 and TE-5=\$734.00                         | Temporary easements in parcels TE-4 (200 sq.ft.) plan shows 453 and TE-5 (1,041 sq.ft.)   |
| Matthew J. Buckley and Ann Hellmold               | 201 Main Street    | Book 19011, Page 417                                    | PUE-1=\$138.00 and TE-9=\$278.00                        | Permanent easement in PUE-1 (29 sq.ft.).<br><br>Temporary easement in TE-9 (678 sq.ft.)   |
| Edmund Matczak                                    | 202 Main Street    | 29643-220   | TE-2=\$1.00; TE-3=\$65.00; and TE-13=\$183.00           | Temporary easement in parcels TE-2 (84 sq.ft.), TE-3 (131 sq.ft.) and TE-13 (371 sq.ft.)  |
| John B. Perkins and Catherine Perkins             | 3 Milford Street   | Book 5247, Page 366                                     | \$513.00  | Temporary easement in parcel TE-14 (536 sq. ft.)  |



|  |                     |                      |   |  |
|--|---------------------|----------------------|---|--|
| Ronald D. Dapsauski and Adelaide Dapsauski   | 5 Milford Street    | Book 4990, Page 441  | \$256.00  | Temporary easement in parcel TE-15 (375 sq. ft.)   |
| Medway Cooperative Bank  | 70 Main Street      | Book 13151, Page 403 | Parcel 4=\$6,186.00; D-GR-W-PUE-1=\$779.00; PUE-13=\$251.00; TWLR-1=\$181.00; TE-140=\$3,487.00; and TE-148=\$46.00         | Fee interest in Parcel 4 (1,074 sq.ft.)<br><br>Permanent easement D-GR-W- PUE-1 (1,353 sq.ft.) and PUE-13 (87).<br><br>Temporary easements in parcels TWLR-1 (179 sq.ft.) TE-140 (3,443 sq.ft.) plan shows 3,663 and TE-148 (45 sq.ft.). |
| Norman W. Greene, Trustee of Norman W. Greene Realty Trust   | 71 Main Street      | Book 20559, Page 564 | \$4,472.00  | Temporary easement in parcel TE-124 (1,326 sq.ft.) plan shows 1,437  |
| Mecoba Properties, Inc.  | 72 Main Street      | Book 10850, Page 278 | HS-W-1=\$1,746.00; TS-1=\$1080.00; PUE-12 = \$180.00; and TE-107 (now identified as TE-107A and TE-107B on plan) \$3,226.00 | Permanent easements in HS-W-1 (443 sq.ft.), TS-1 (274 sq.ft.) and PUE-12 (82 sq.ft.).<br><br>Temporary easement in parcel TE-107 (4,189 sq.ft.) plan now shows a parcel TE-107A= 1,786 sq.ft and TE-107B=2,403 sq.ft.                    |
| De Xiang Chen and Mei Yee Chan, Trustees of Lok Ching Nominee Trust  | 73 Holliston Street | Book 27213, Page 560 | \$1,166.00  | Temporary easement in parcel TE-149 (381 sq.ft.)   |
| Aoude Gas and Repairs Service, Inc.  | 73 Main Street      | Book 8255, Page 492  | \$6,372.00  | Temporary easement in parcel TE-119 (1,469 sq.ft.)   |
| Hidden Acres Realty I, LLC   | 74 Holliston Street | Book 27992, Page 321 | \$135.00  | Temporary easement in parcel TE-120 (95 sq.ft.)  |
| Joyce Ryan, Marvin H. Gould, Arthur J. Gould, Spencer A. Gould and Lester N. Gould, Trustees of Nagog Knoll Realty Trust | 74 Main Street      | Book 8372, Page 317  | PUE-TS-1=\$559.00; TE-105=\$3,358.00 and TE-151=\$189.00  | Permanent easement parcel PUE-TS-1 (151 sq. ft.).<br><br>Temporary easements in parcel TE-105 (4,647 sq.ft.) and TE-   |

|   |                        |                      |   |   |
|---|------------------------|----------------------|---|---|
|   |                        |                      |   | 152 (262 sq.ft.) plan shows 5,246   |
| De Xiang Chen and Mei Yee Chan, Trustees of Lok Wei Nominee Trust | 75 Main Street         | Book 22865, Page 549 | \$9,708.00                              | Temporary easement in parcel TE-116 (2,919 sq.ft.) plan shows 3,117   |
| White Pearl, LLC  | 76-80 Holliston Street | Book 32401, Page 282 | PUE-14=\$1,025.00 and TE-121=\$1,713.00 | Permanent easement in PUE-14 (147 sq.ft.) and temporary easement in parcel TE-121 (658 sq.ft.)                            |
| Metro West Law and Financial Center, LLC                          | 77 Main Street         | Book 22158, Page 69  | \$5,461.00                              | Temporary easement in parcel TE-114 (1,642 sq.ft.)  |
| Flair Cut, Inc. is the current owner                              | 79 Main Street         | Book 5263, Page 43   | \$9,110.00                              | Temporary easement in parcel TE-113 (2,700 sq.ft.) plan shows 2,149   |
| Middlesex Savings Bank  | 81 Main Street         | Book 10861, Page 728 | \$1,353.00                              | Temporary easement in parcel TE-109 (1,337 sq.ft.) plan shows 1,256   |
| M.A. Realty Acquisition LLC                                       | 81-A Main Street       | Book 26834, Page 121 | PUE-10=\$330.00 and TE-110=\$3,779.00   | Permanent easement PUE-10 (47 sq.ft.) and temporary easement in parcel TE-110 (1,120 sq.ft.) plan shows 1,123             |
| Medical Properties Inc.   | 81-B Main Street       | Book 12198, Page 58  | \$1,999.00                              | Temporary easement in parcel TE-112 (638 sq.ft.)  |
| Herbert Heinstein, Trustee of the Main Street Nominee Trust       | 81-C Main Street       | Book 12198, Page 55  | PUE-11=\$410.00 and TE-111=\$1,839.00   | Temporary easement in parcel TE-111 (1,271 sq.ft.) plan shows 1,274 and a permanent easement in parcel PUE-11 (58 sq.ft.) |

|  |                             |   |   |  |
|--|-----------------------------|---|---|--|
| Albert Rao and Paul Rao, Trustees of P & A Realty Trust                      | 82 Holliston Street         | Book 6913, Page 85                                | PUE-15=\$5,670.00; TE--122=\$1,614.00; TE-123=\$755.00; and TE-156=\$573.00.                                | Permanent easement in PUE-15 (1,340 sq.ft.)<br><br>Temporary easements in parcel TE-122 (372 sq.ft.), TE-123 (174 sq.ft.) plan shows 238 and TE-156 (132 sq.ft.) plan shows 191                            |
| Parr Four, LLC   | 83 Main Street              | Book 32179, Page 490                              | \$7,170.00  | Temporary easement in parcel TE-108 (2,125 sq.ft.) plan shows 1,210  |
| Kevin Conley and Martha Conley, Trustees of the 85 Main Street Nominee Trust | 85 Main Street              | Book 11888, Page 608                              | \$1,118.00  | Temporary easement in parcel TE-101 (1,031 sq.ft.)   |
| Freil Realty II, L LC  | 86 Holliston Street         | Book 27992, Page 300; 20240-372                   | Parcel 5-\$1,475.00; PUE-16=\$403.00; TE-118=\$959.00; and TE-157=\$417.00                                  | Fee interest in Parcel 5 (430 sq.ft.)<br>Permanent easement in parcel PUE-16 (235 sq.ft.)<br>Temporary easements in parcels TE-118 (1,590 sq.ft) plan shows 1,916 and TE-157 (692 sq.ft.) plan shows 1,030 |
| Colbea Enterprises, L.L.C.   | 86 Main Street              | Certificate of Title No. 180630                   | \$7,823.00  | Temporary easement in parcel TE-102 (2,165 sq.ft.)   |
| Reardon Main Street Limited Partnership                                      | 89 Main Street              | Book 14630, Pages 310 and 311                     | \$3,829.00  | Temporary easement in parcel TE-99 (3,115 sq.ft.) plan shows 3,155   |
| Medway Realty LLC  | 98, 108 and 114 Main Street | Certificate of Title No. 161308 Book 807 Page 108 | E-2=\$3,900.00; E-4=\$3,900.00; E-5=\$15,300.00; TE-90=\$1,698.00; TE-91=\$3,610.00; and TE-129=\$5,844.00. | Permanent easements in parcels E-2 (842 sq.ft.), E-4 (225 sq.ft.), and E-5 (4,601 sq.ft.)<br><br>Temporary easements in parcels TE-90 (3,854 sq.ft.), TE-91 (1,070 sq. ft.) and TE-129 (8,983 sq.ft.)      |

|   |   |                      |            |   |
|---|---|----------------------|------------|---|
| Inhabitants of the Town of Medway (Medway Park Association) | Main Street, corner of Oak Street, formerly Mechanic Street | Book 1804, Page 512  | No damages | This is the location of Parcel 2 and parcels D-2, TE-44, TE-57, and TE-151 shown on the Plan. |
| Town of Medway  | Main and Holliston Streets                                  | Book 21999, Page 160 | No damages | This is the location of Parcel 6 on the Plan.   |
| Town of Medway  | Main and Holliston Streets                                  | Book 21999, Page 152 | No damages | This the location of Parcel 7 on the Plan.  |
| Town of Medway  | Main Street   | Book 6111, Page 466  | No damages | This is the location of parcel TE-35 on the Plan.   |

Said fee interests, temporary easements and permanent easements are for all purposes of a public way, together with the attendant customary uses, including but not limited to, rights of public passage, and the right of the Town to enter upon the easement premises for the construction, operation, re-construction, inspection, repair and maintenance and grading of the right-of-way, and for the placement, installation, construction, operation, re-construction, location and relocation, repair, replacement, alteration, inspection and maintenance of walls, traffic signals, pipes, conduits, manholes,

swales, culverts and other appurtenances for traffic controls and for the transmission of storm water and drainage, and water, sewer, and other municipal services or utilities as shown on said Plan.

**Said temporary easements shall expire three years from the date of the recording of this Order of Taking.**

No taking is made of trees, buildings, and other structures standing upon or affixed thereto. The Town may cut, trim, and remove trees, brush, overhanging branches and other vegetation and obstructions to the extent the Town may deem appropriate for said purposes within the public way easement.

Excepting from the rights taken are all rights of way and easements for drainage, wires, pipes, conduits, poles and other appurtenances for conveyance of water, sewage, gas, oil, steam, electricity and telephone and telecommunication and other utilities now lawfully in or upon the properties.

No betterments are to be assessed for the improvements for which this taking is made.

AND FURTHER ORDERED that a representative of the Town of Medway shall cause this Order of Taking to be filed with the Norfolk Registry District of the Land Court and recorded in the Norfolk Registry of Deeds, in Dedham, Massachusetts and shall notify the Treasurer and Collector of Taxes in the Town of Medway of this taking in accordance with General Laws c.79, §7F.

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IN WITNESS WHEREOF, we the Board of Selectmen of the Town of Medway have executed this Order of Taking this 17<sup>th</sup> day of August, 2015.

BOARD OF SELECTMEN  
OF THE TOWN OF MEDWAY

\_\_\_\_\_  
John Foresto, Chairman

\_\_\_\_\_  
Maryjane White, Vice Chairman

\_\_\_\_\_  
Richard D'Innocenzo

\_\_\_\_\_  
Glenn Trindade

\_\_\_\_\_  
Dennis Crowley

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

August 17, 2015

On this 17th day of August, 2015, before me, the undersigned notary public, personally appeared John Foresto, Maryjane White, Richard, D'Innocenzo, Glenn Trindade and Dennis Crowley being all the members of the Board of Selectmen for the Town of Medway, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that it was signed voluntarily for its stated purpose.

\_\_\_\_\_  
Amanda Zuretti, Notary Public  
My commission expires: March 2, 2018

**Affidavit**

**Town of Medway, Massachusetts**

**Fed Aid Number:**

**Owner(s) of Record:**

**Project: 605657 Reconstruction of Route 109, Medway, Massachusetts**

**Assigned Parcel(s) Number:**

**(From ROW plans)**

**To: John DeLeire, Director**

**Right of Way Bureau**

**MassDOT, Highway Division**

**10 Park Plaza, Room 6160 - Boston, Ma 02116-3973**

The Municipality acknowledges to the Massachusetts Department of Transportation ("MassDOT") that it is the sole responsibility of the Town of Medway to acquire all land or rights therein which are required for Project # 605657 for the Town of Medway, Massachusetts.

The Municipality represents that it has acquired all land or rights therein which are required for the Town of Medway Project # 605657 and acknowledges that MassDOT is relying on this representation. If it is subsequently determined by MassDOT that the municipality has not acquired all required land or rights therein, the municipality shall be responsible for all damages resulting there from, including compensation to private land owners and contractor claims of any nature. Furthermore, it is acknowledged that in such event, MassDOT may withdraw from the Project.

This affidavit is made to certify to MassDOT that all rights in land acquired by the Town of Medway in connection with the above referenced project were acquired in accordance with the provisions of Title III, Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 as amended.

With reference to the Act, the following applicable provisions were specifically met:

1. Real property was appraised on \_\_\_\_\_, before the initiation of the negotiations.
2. The owner of the real property, or his designated representative, was given the opportunity to accompany the appraiser during the inspection of the property. The property owner was given a Federal Aid Acquisition Guide for Property Owners and was given the opportunity to review it.
3. A Review Appraisal was completed on \_\_\_\_\_.
4. A fair market value of \$ \_\_\_\_\_ for the acquired property was offered.
5. The owner was provided with a basic summary (a written-statement) for the amount established as just compensation and a Just Compensation Report.
6. The property owner was given a Federal Aid Acquisition Guide for Property Owners and was given the opportunity to review it.
7. The owner was not or will not be required to surrender possession of the subject property before the tender of payment.

8. The owner was not coerced or compelled in any way to agree on the price to be paid for the property and was not left with an uneconomic remnant.
9. Relocation, of residential/commercial occupancy, was not required.
10. Written Offer was mailed on July \_\_\_, 2015.
11. Payment was tendered on August 18, 2015.
12. The Order of Taking was voted by the Board of Selectmen on August 17, 2015 pursuant to the authority under Article \_\_\_ of the \_\_\_ Town Meeting and under Article \_\_\_ of the \_\_\_ Town Meeting.
13. The Order of Taking was recorded with the Norfolk County Registry of Deeds and filed with the Norfolk County Registry District of the Land Court on August 18, 2015, and physical possession of the property described in the Order of Taking was secured by the recording and filing thereof.

IN WITNESS WHEREOF, I John Foresto, Chairman of the Board of Selectmen of the Town of Medway have executed this Affidavit this \_\_\_ day of August, 2015.

\_\_\_\_\_  
 John Foresto, Chairman, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

August 17, 2015

On this 17th day of August, 2015, before me, the undersigned notary public, personally appeared John Foresto, Chairman of the Board of Selectmen for the Town of Medway, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that it was signed voluntarily for its stated purpose on behalf of the Town of Medway.

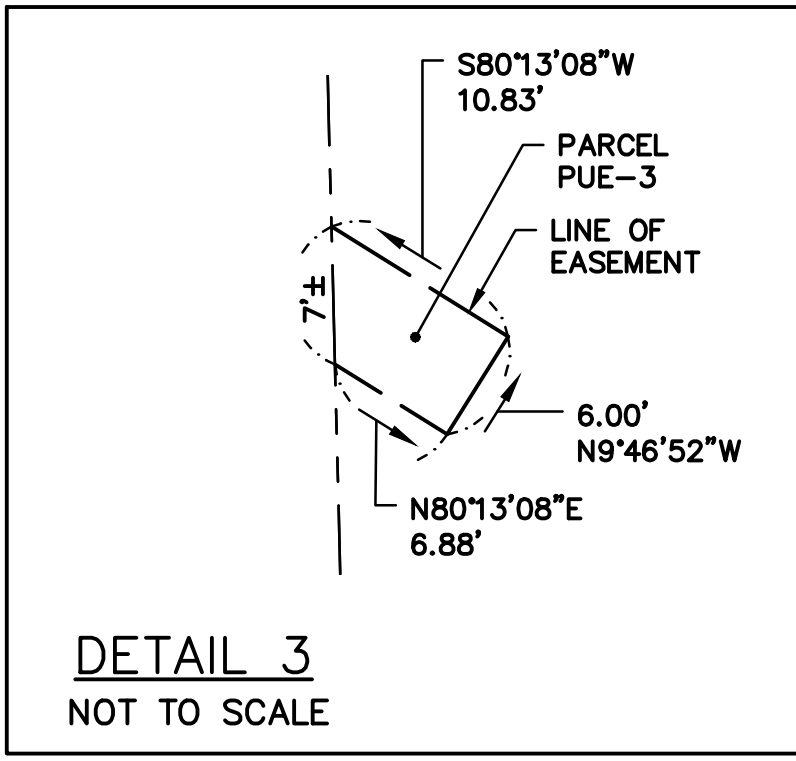
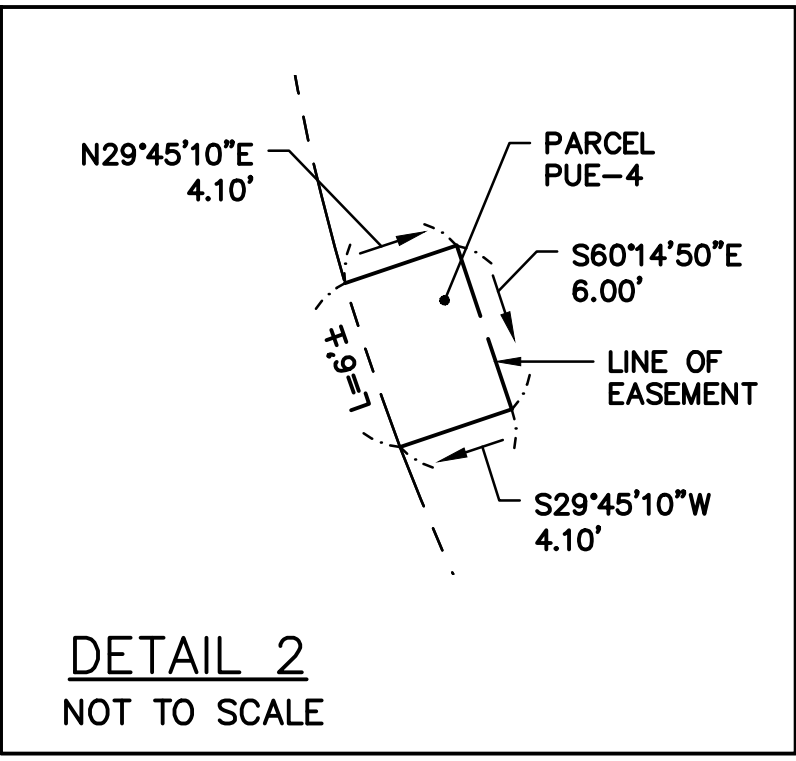
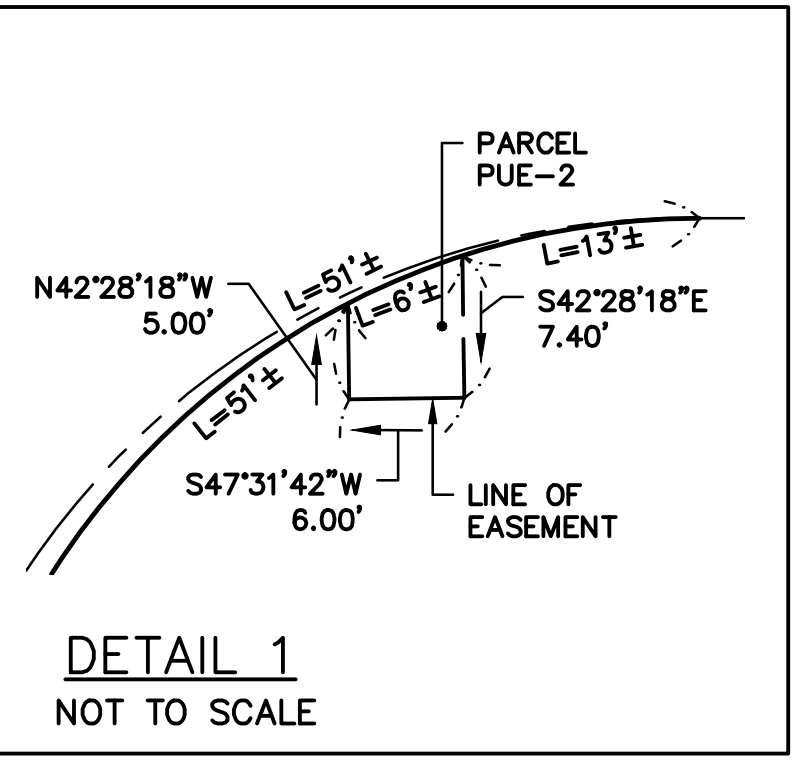
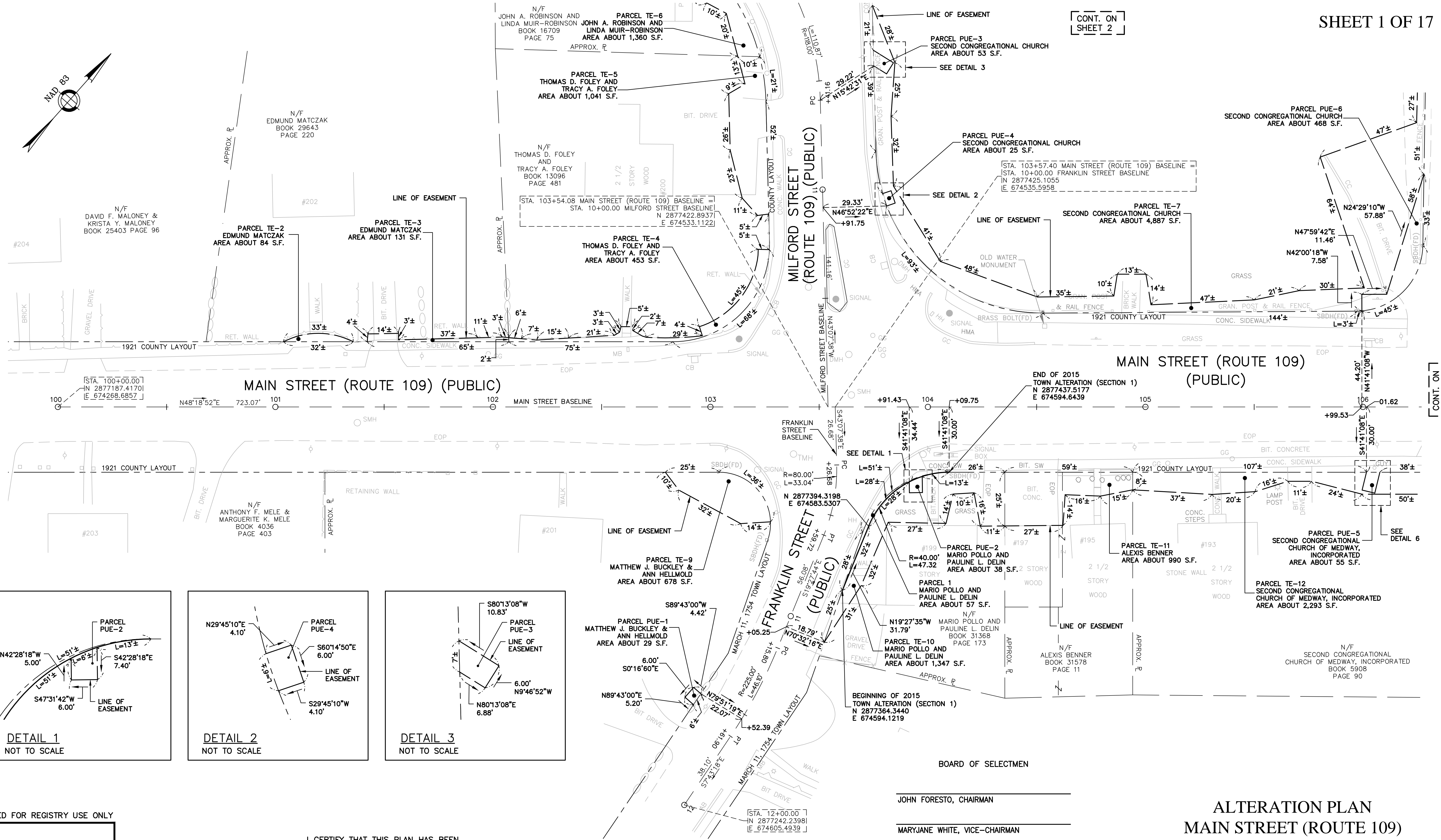
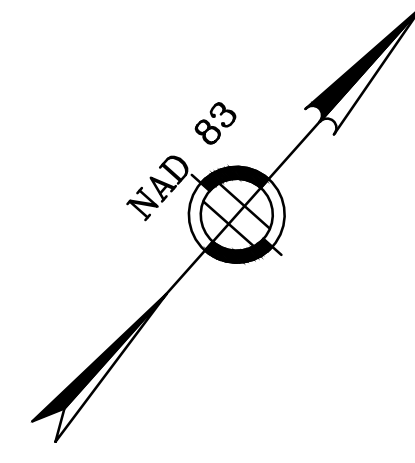
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 \_\_\_\_\_, Notary Public

My commission expires: \_\_\_\_\_



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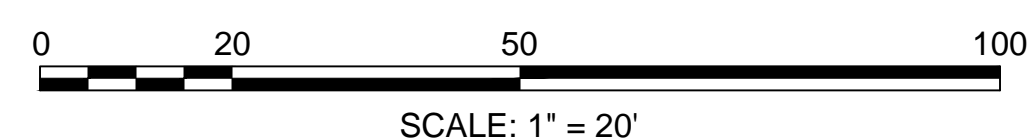
RESERVED FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

PROGRESS PRINT 2015-08-12

PLAN PREPARED BY:  
GREENMAN-PEDERSEN, INC.  
105 CENTRAL STREET, SUITE 4100  
STONEHAM, MASSACHUSETTS 02180

DATE \_\_\_\_\_ JEFFREY P. BRADFORD, PLS # 41862

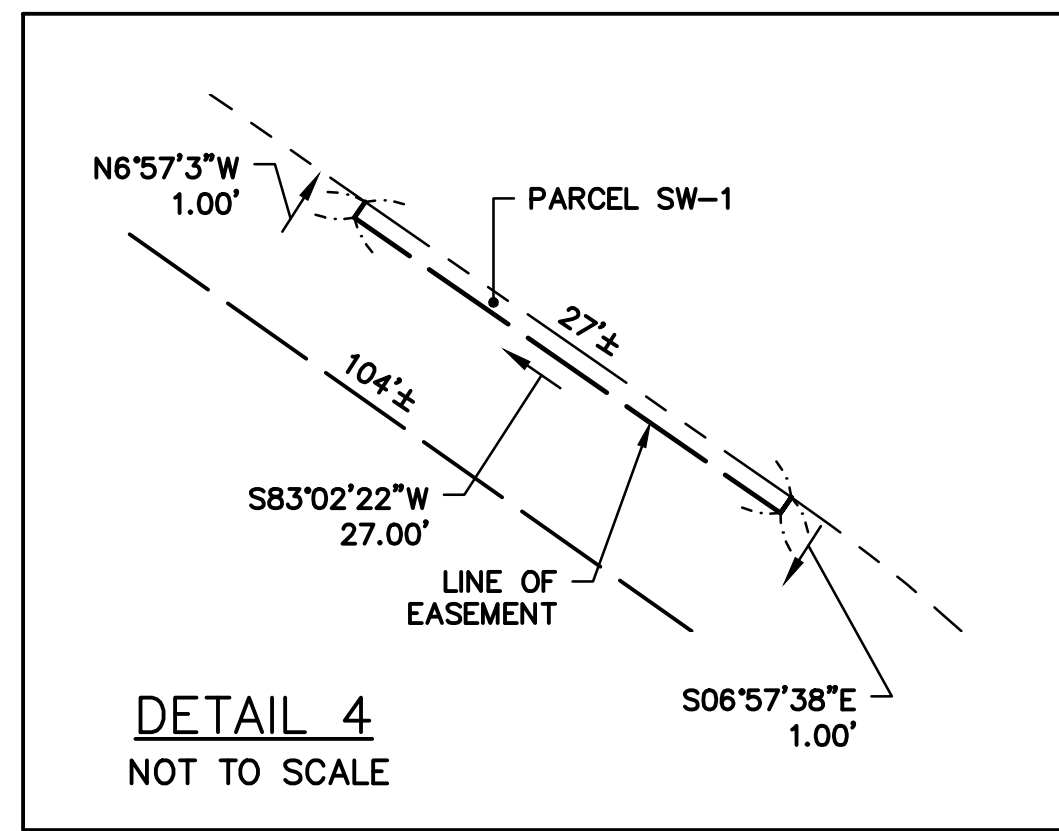
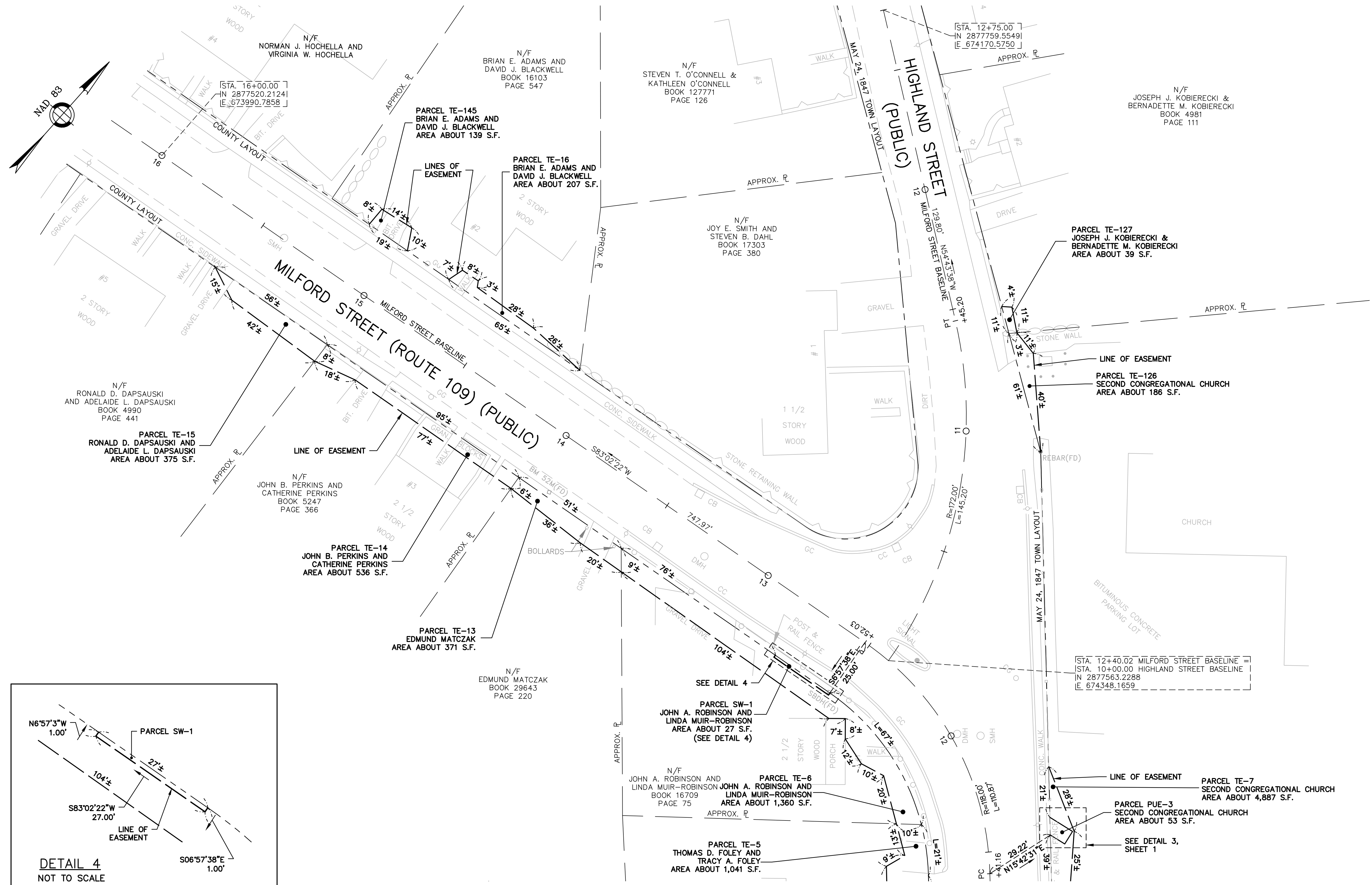


- BOARD OF SELECTMEN
- \_\_\_\_\_  
JOHN FORESTO, CHAIRMAN
  - \_\_\_\_\_  
MARYJANE WHITE, VICE-CHAIRMAN
  - \_\_\_\_\_  
RICHARD D'INNOCENZO, CLERK
  - \_\_\_\_\_  
DENNIS CROWLEY, MEMBER
  - \_\_\_\_\_  
GLENN TRINDADE, MEMBER

ALTERATION PLAN  
MAIN STREET (ROUTE 109)  
MEDWAY  
PREPARED FOR  
TOWN OF MEDWAY

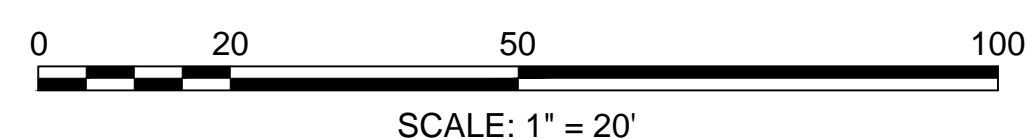
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AUGUST 17, 2015

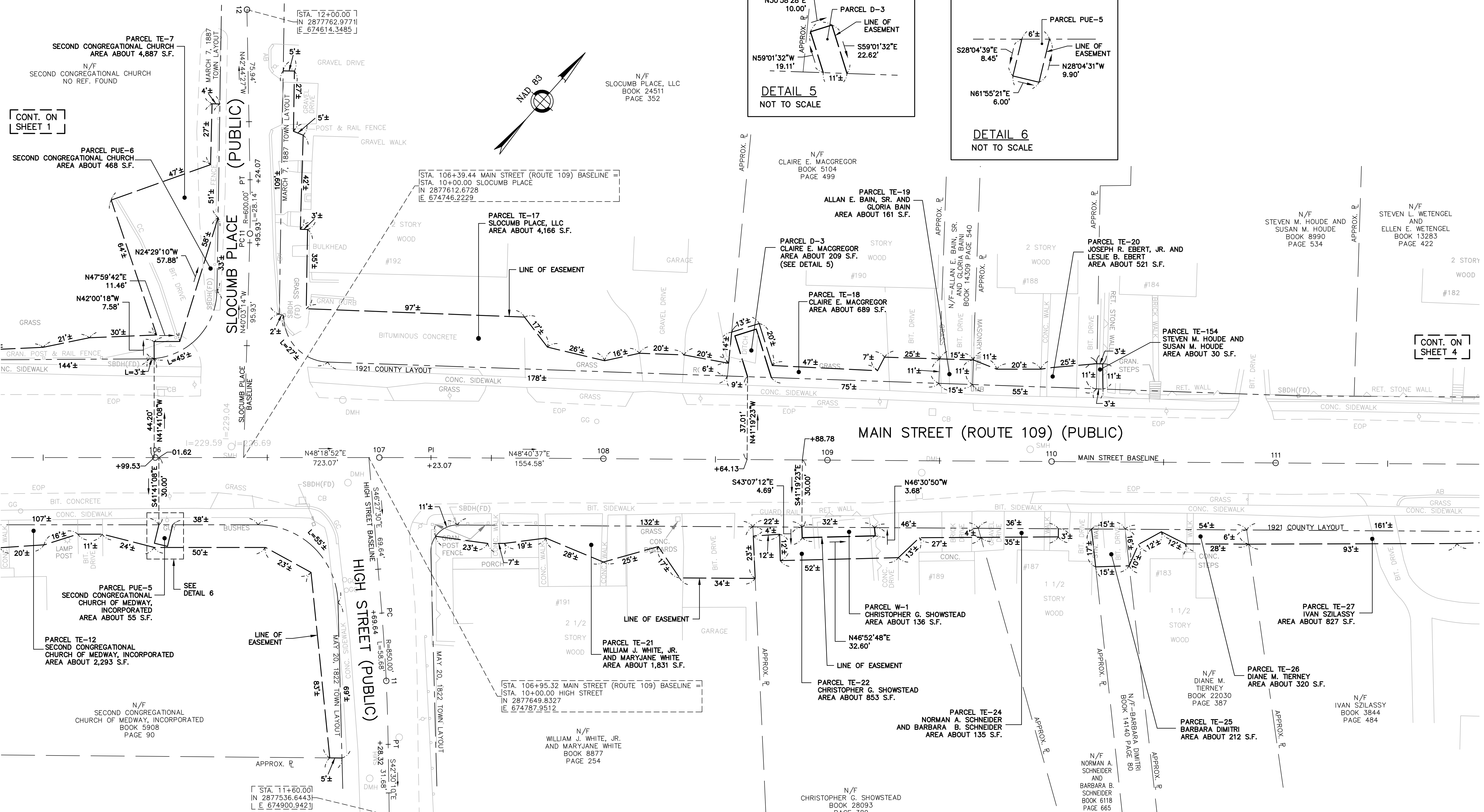


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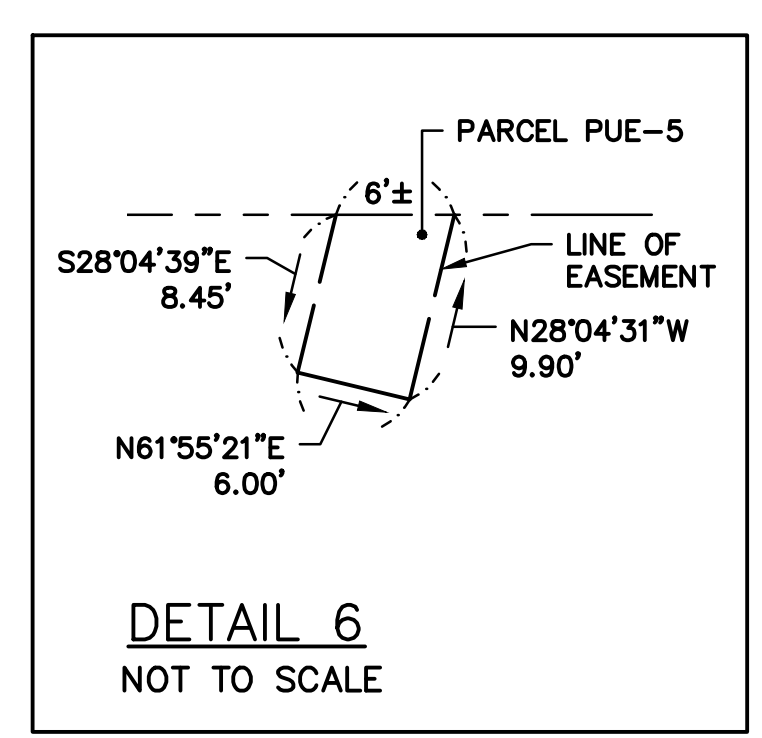
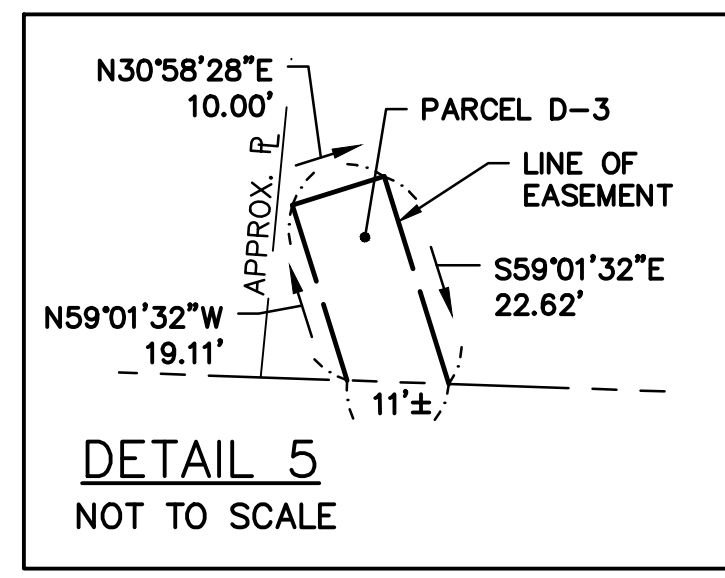


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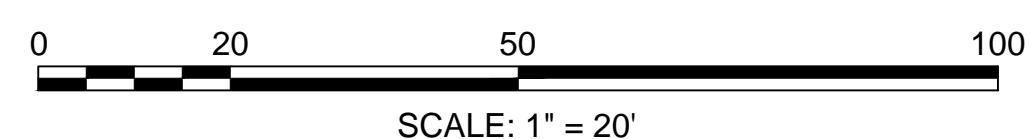


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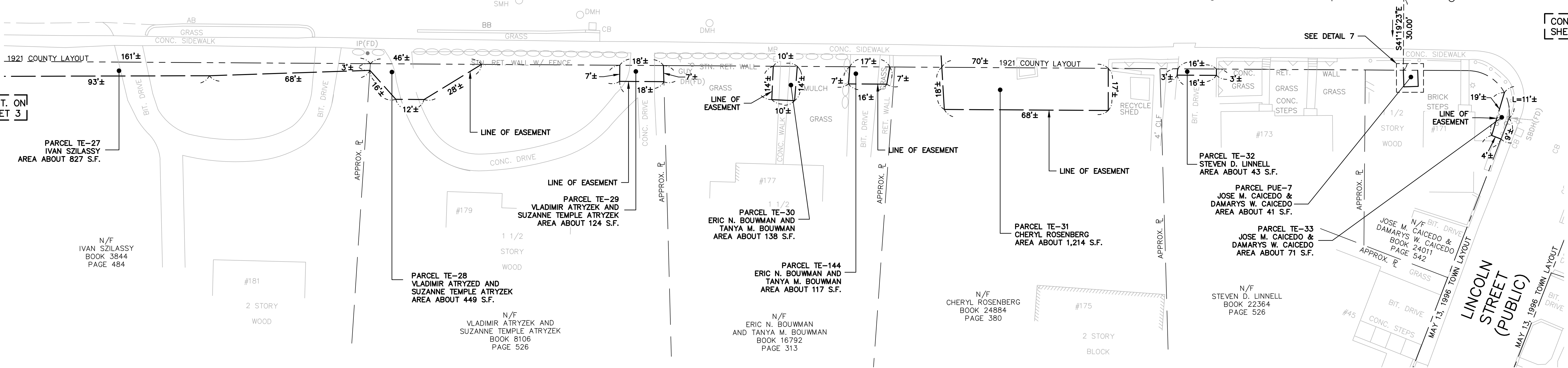
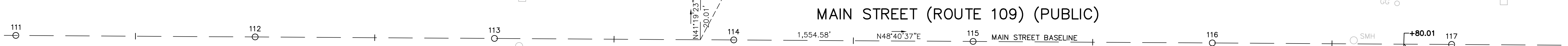
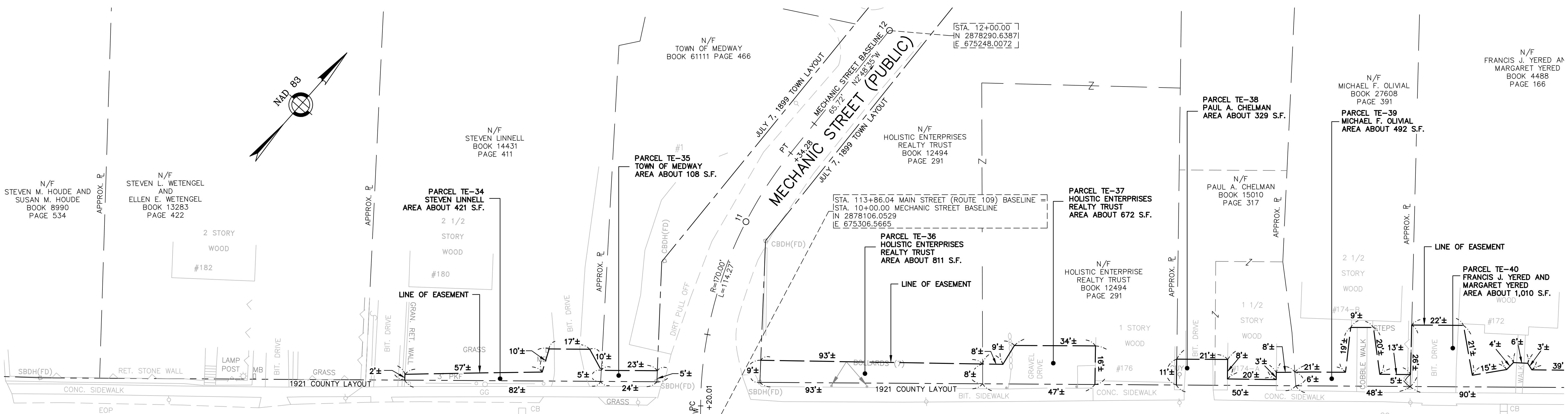


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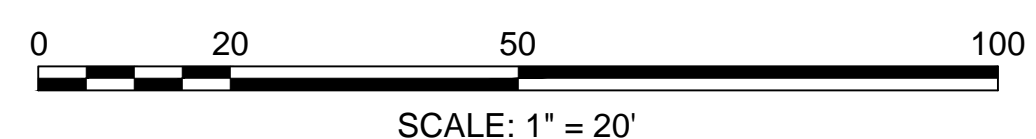
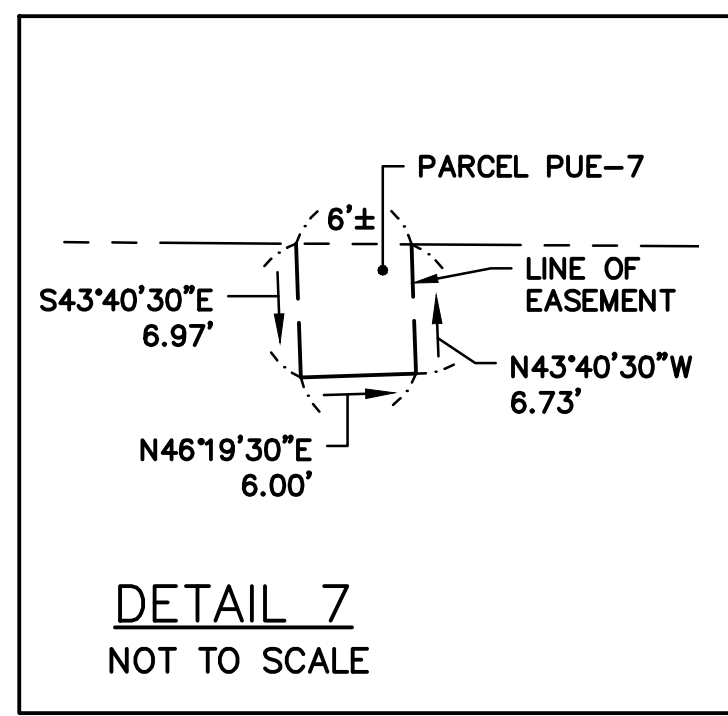
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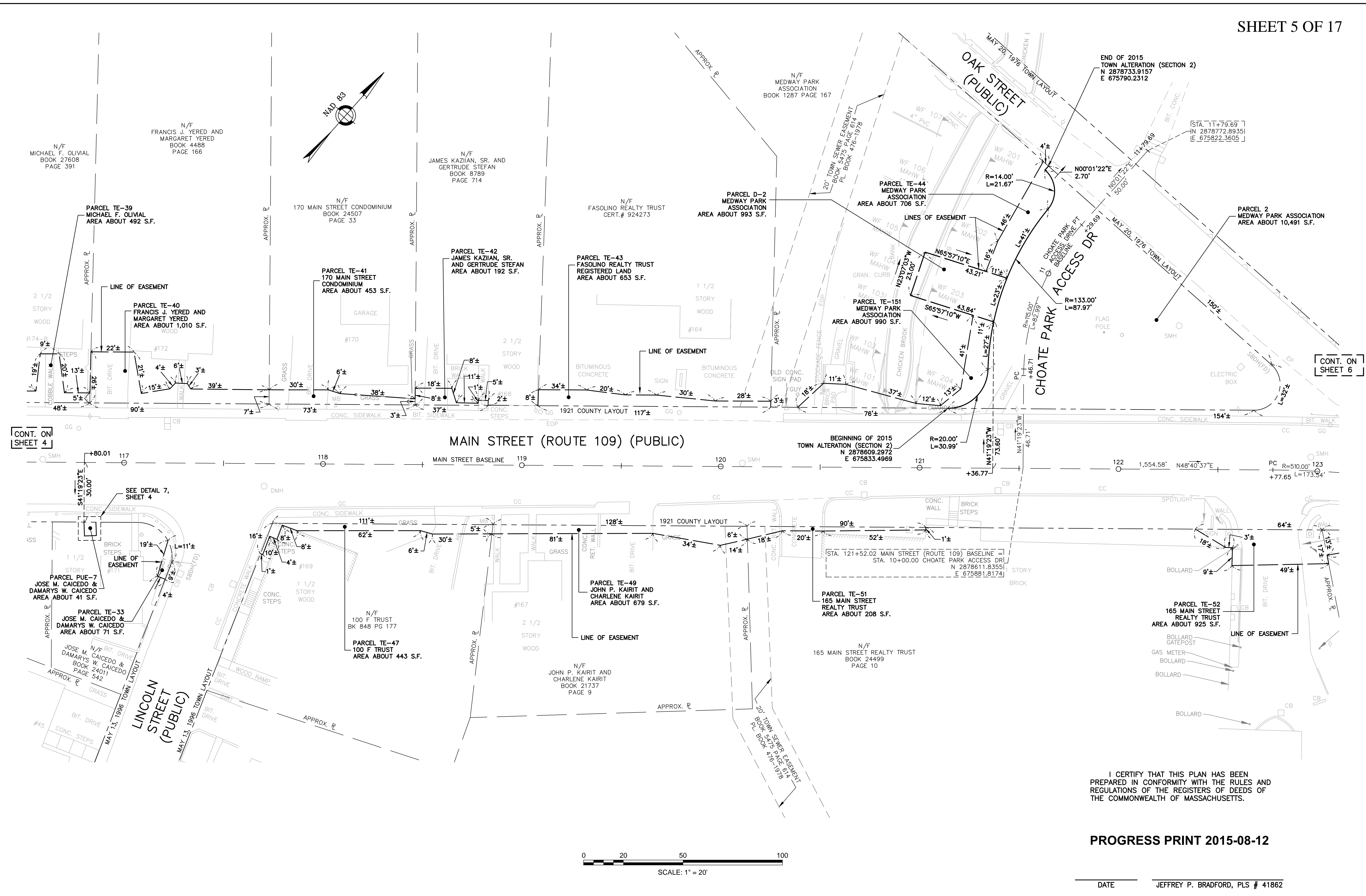
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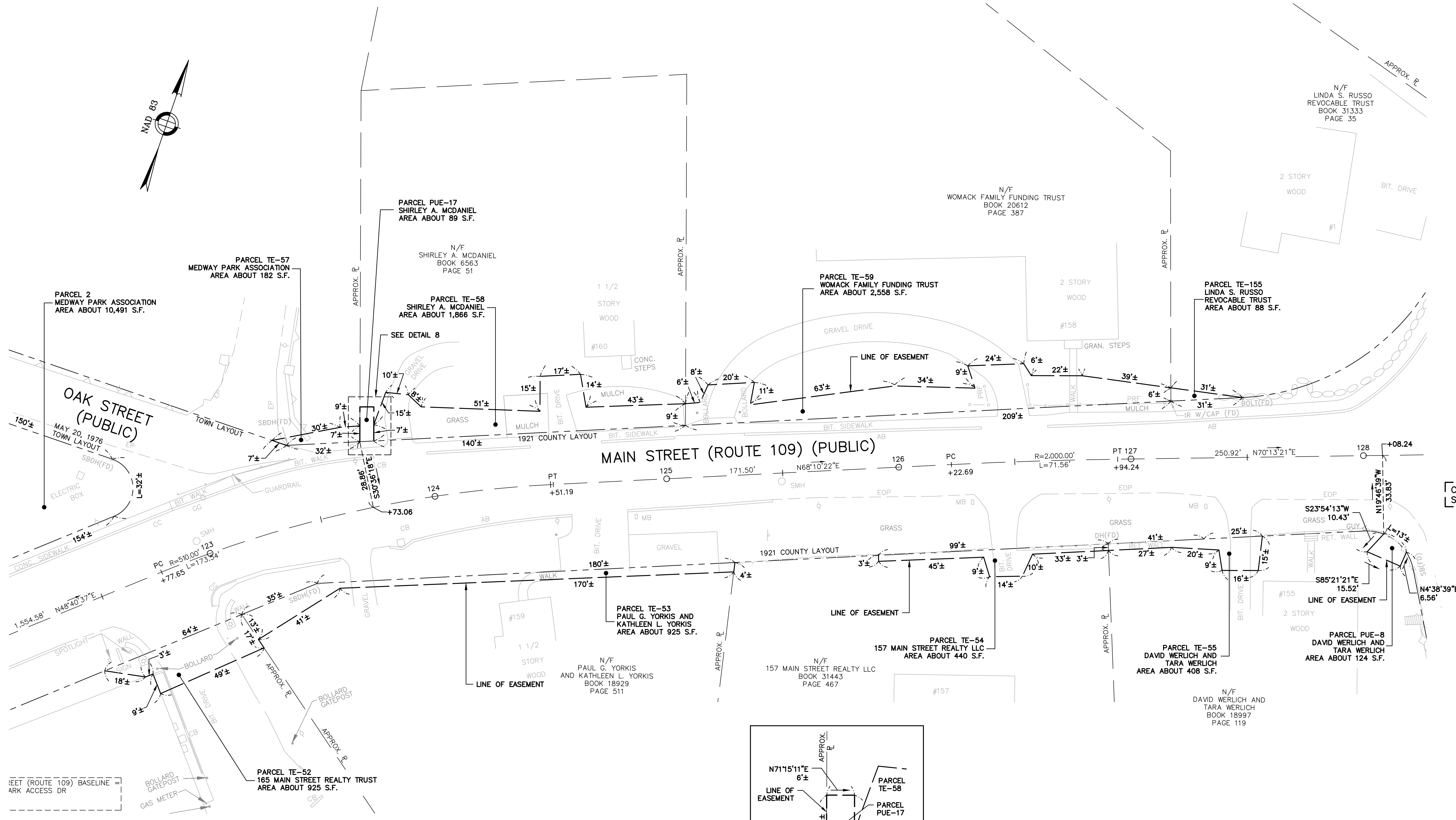
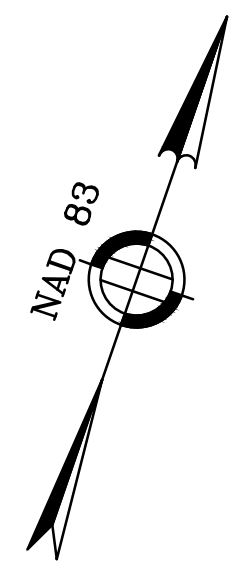
DATE \_\_\_\_\_ JEFFREY P. BRADFORD, PLS # 41862



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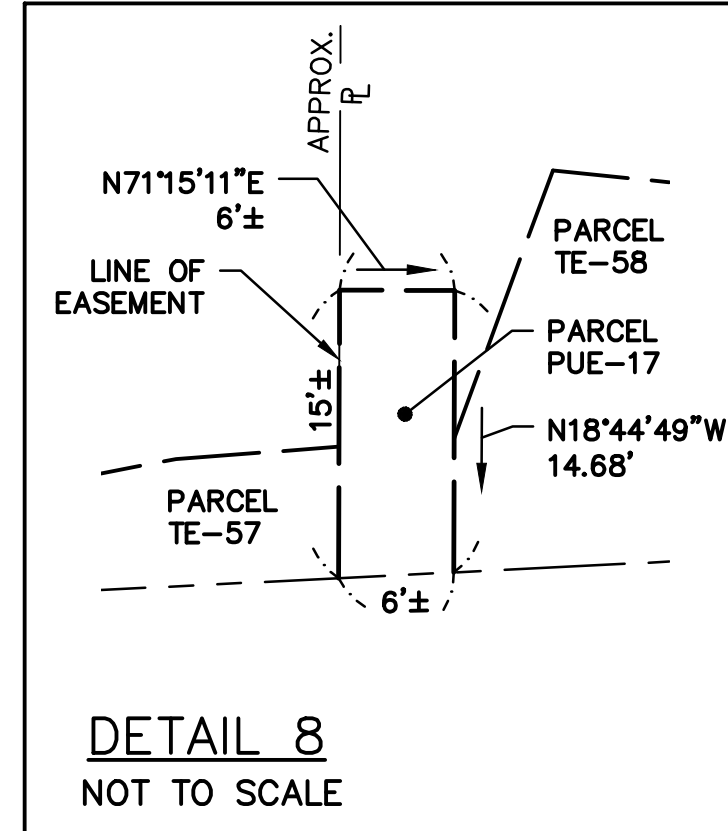
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DATE JEFFREY P. BRADFORD, PLS # 41862



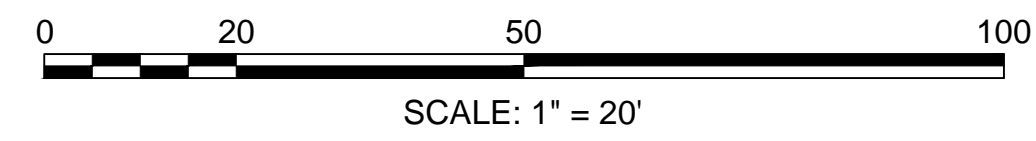
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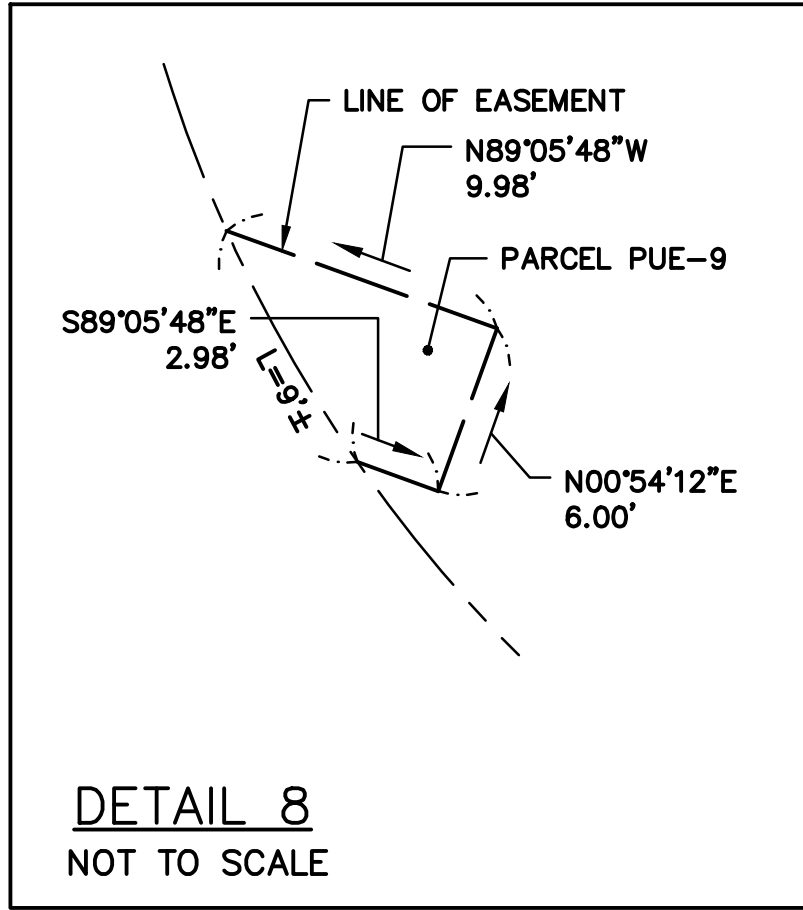
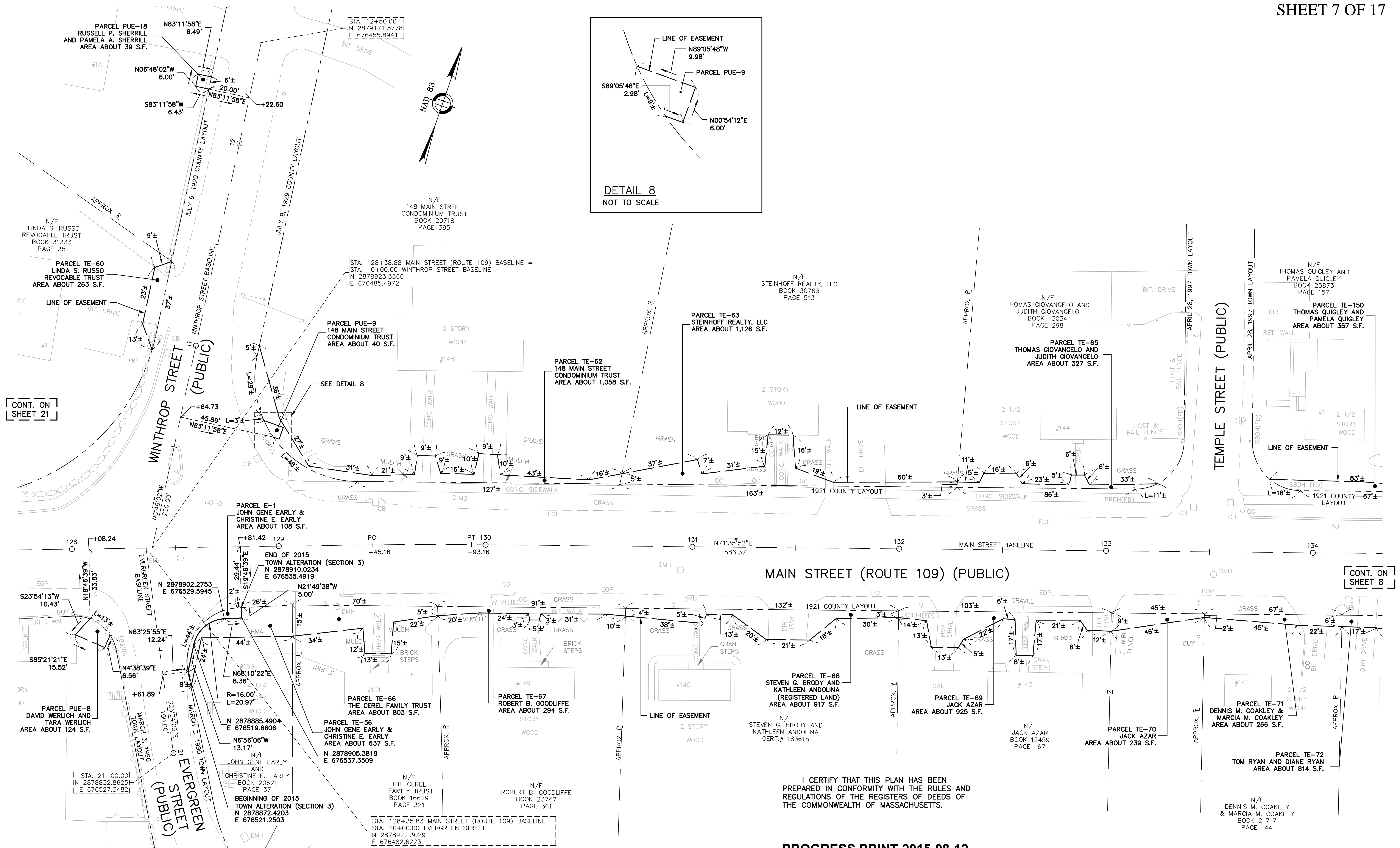


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PROGRESS PRINT 2015-08-12







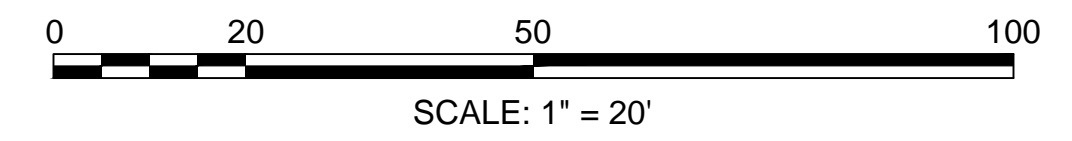
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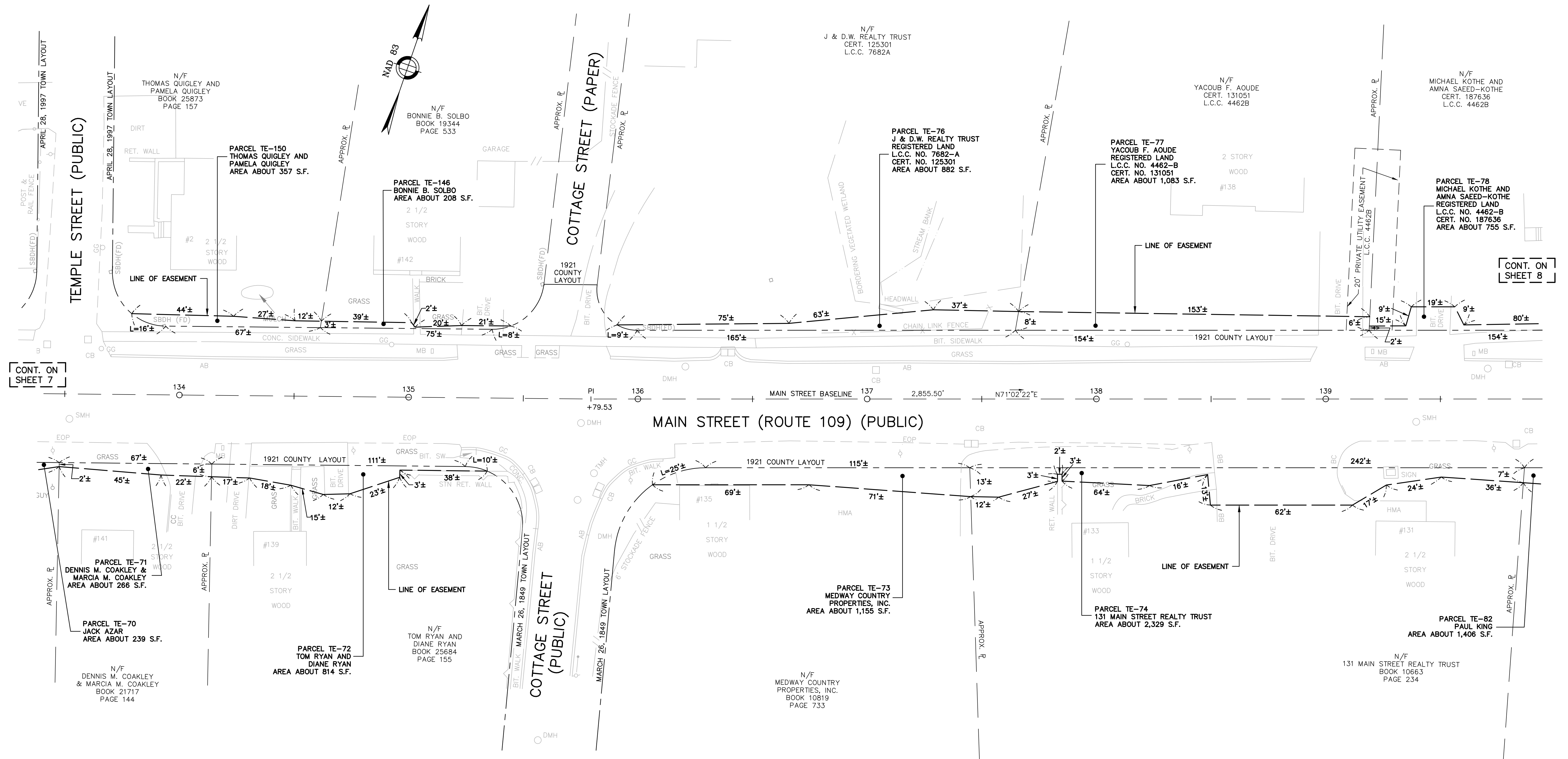
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**PROGRESS PRINT 2015-08-12**

DATE: JEFFREY P. BRADFORD, PLS # 41862



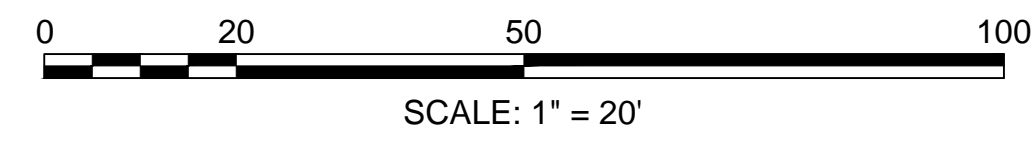


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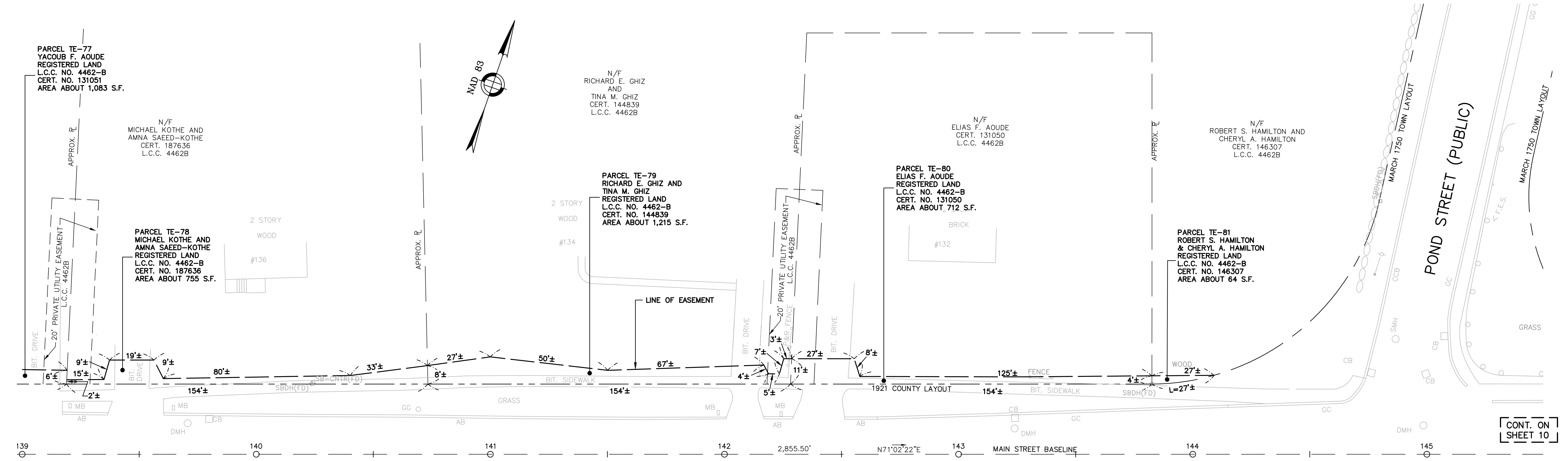
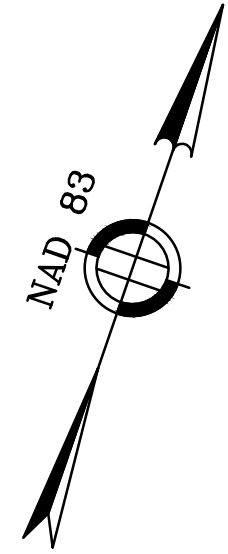
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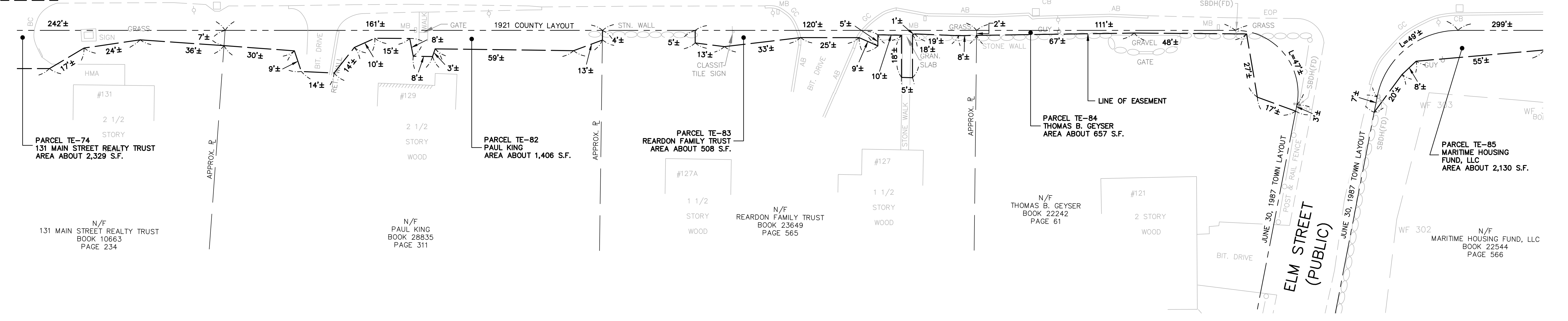




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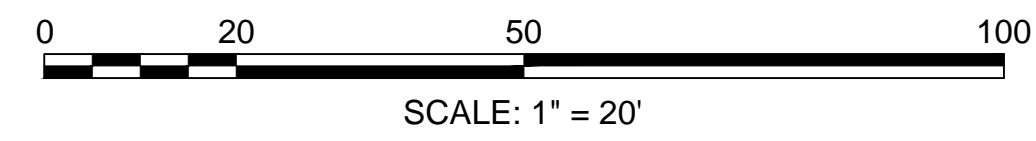
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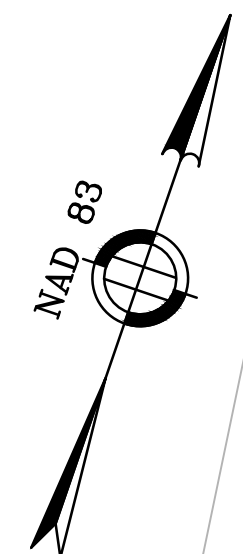
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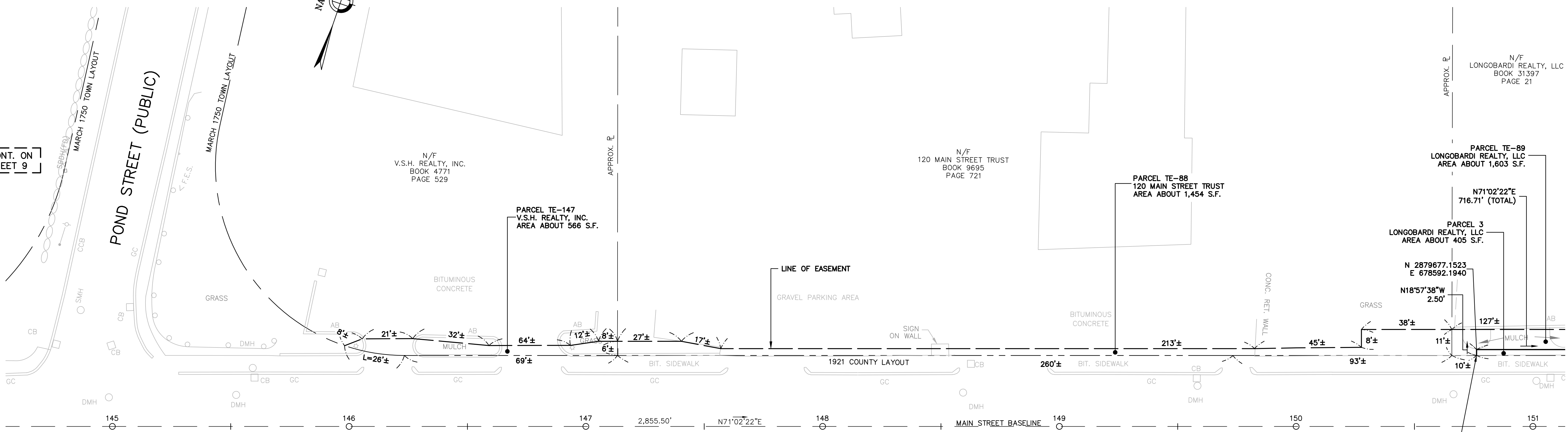
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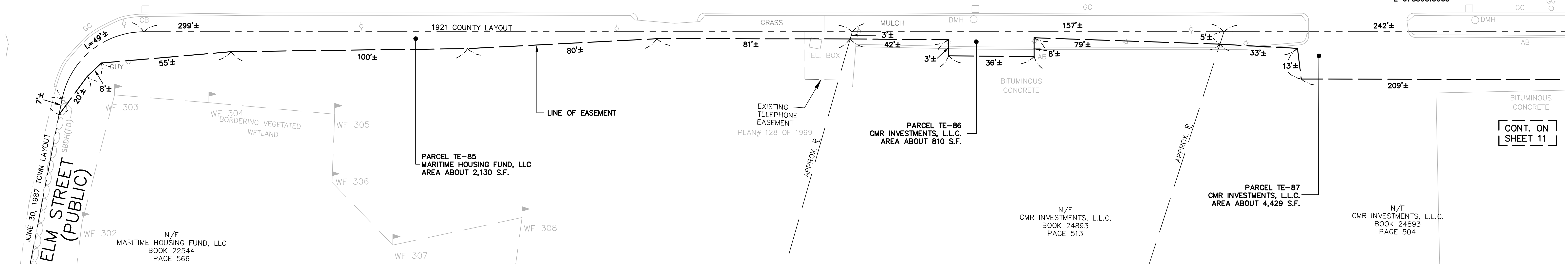




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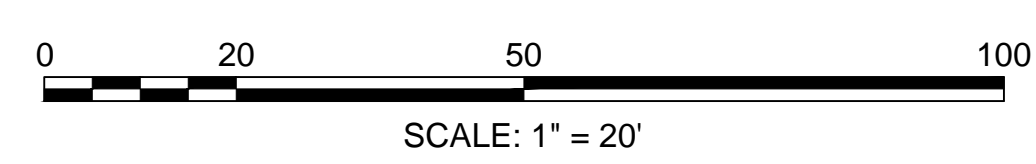
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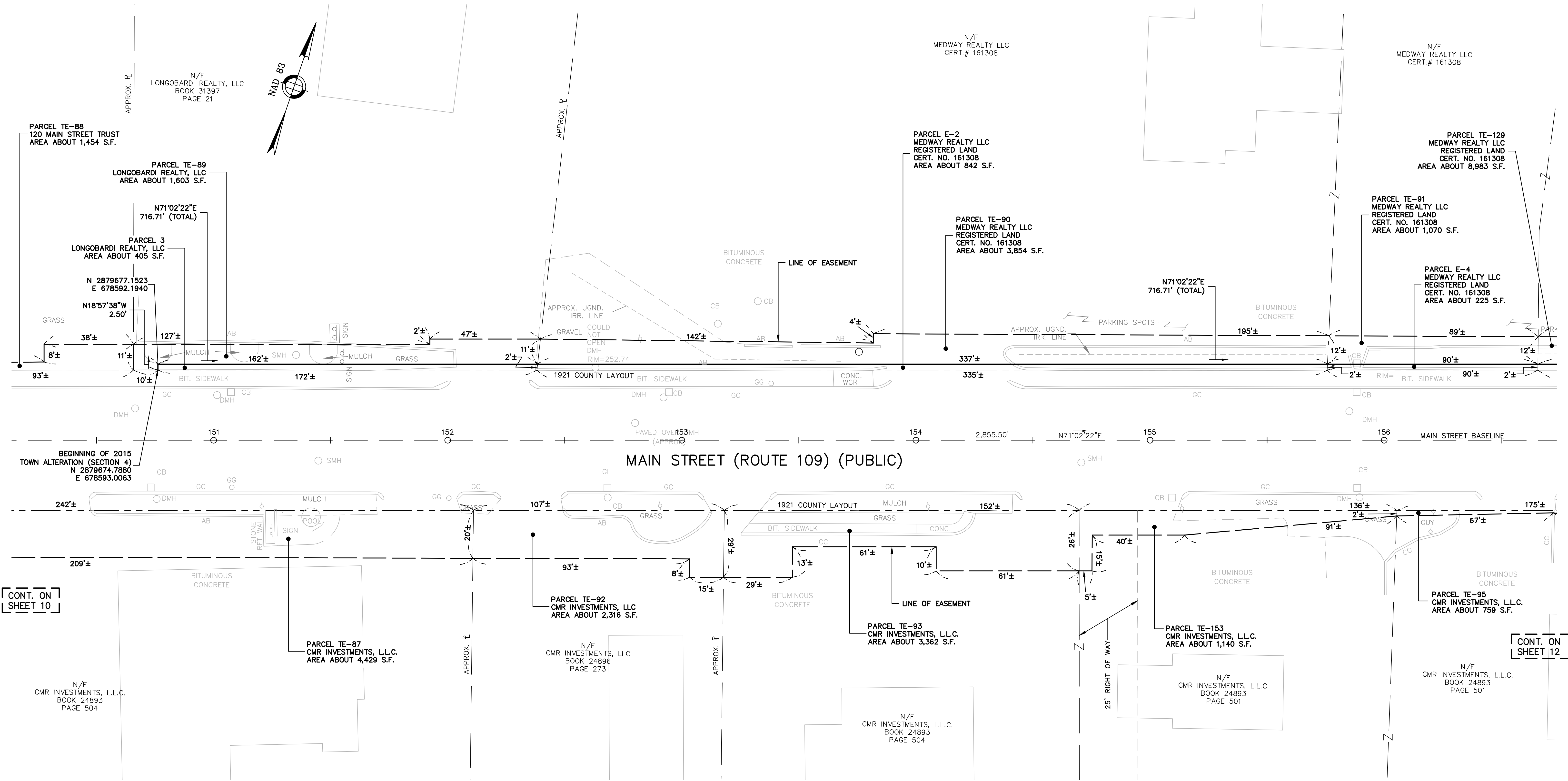
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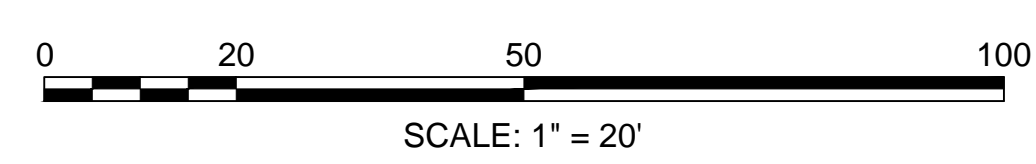


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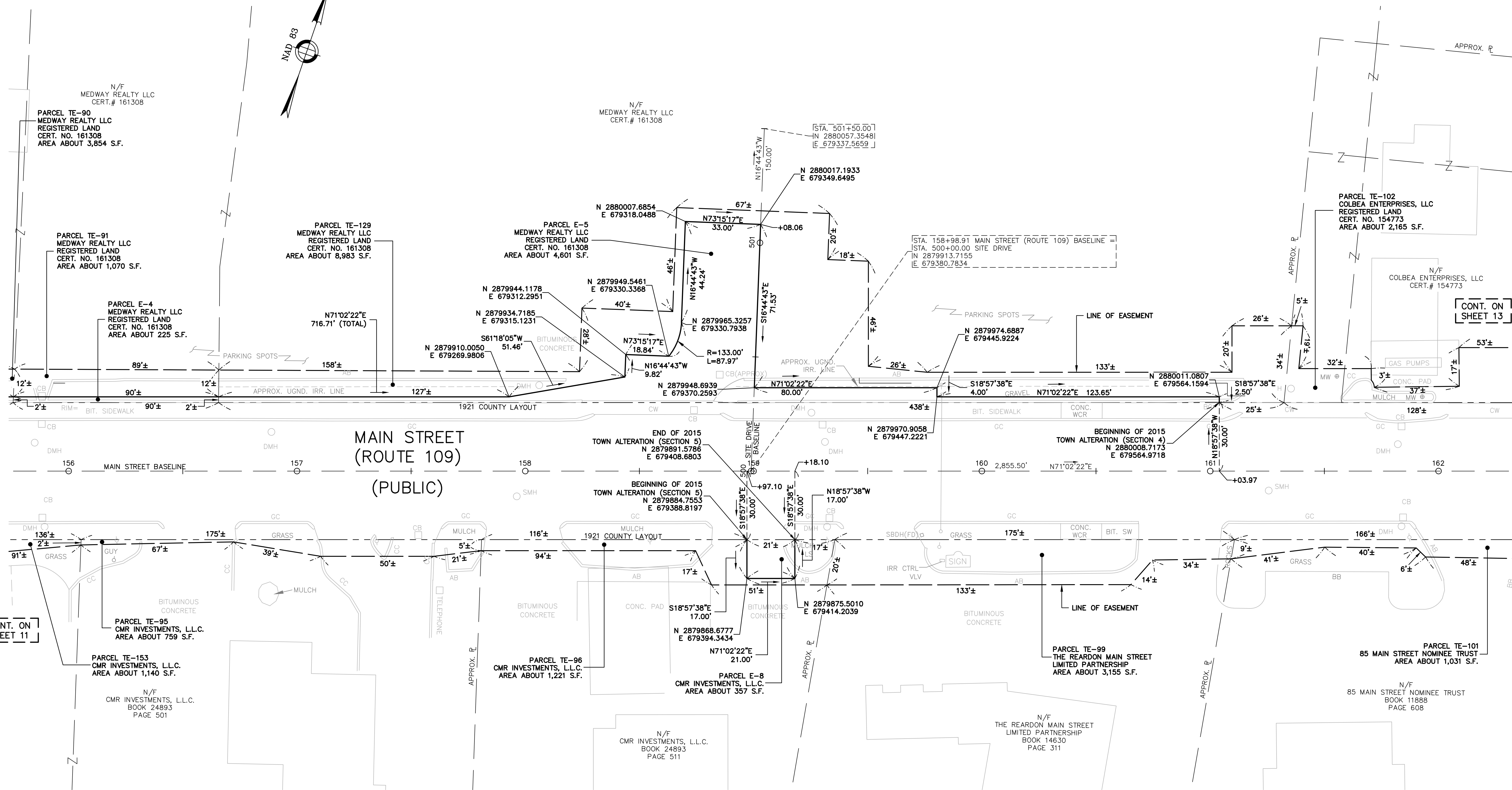
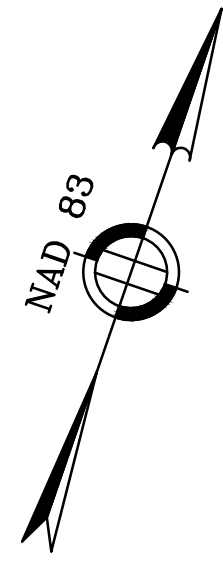
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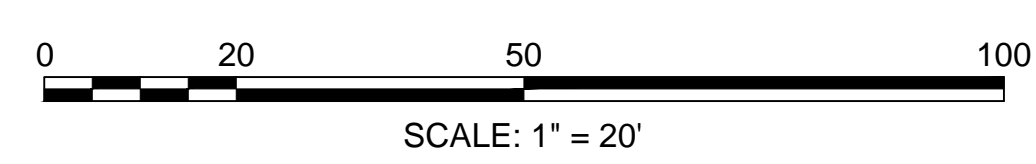


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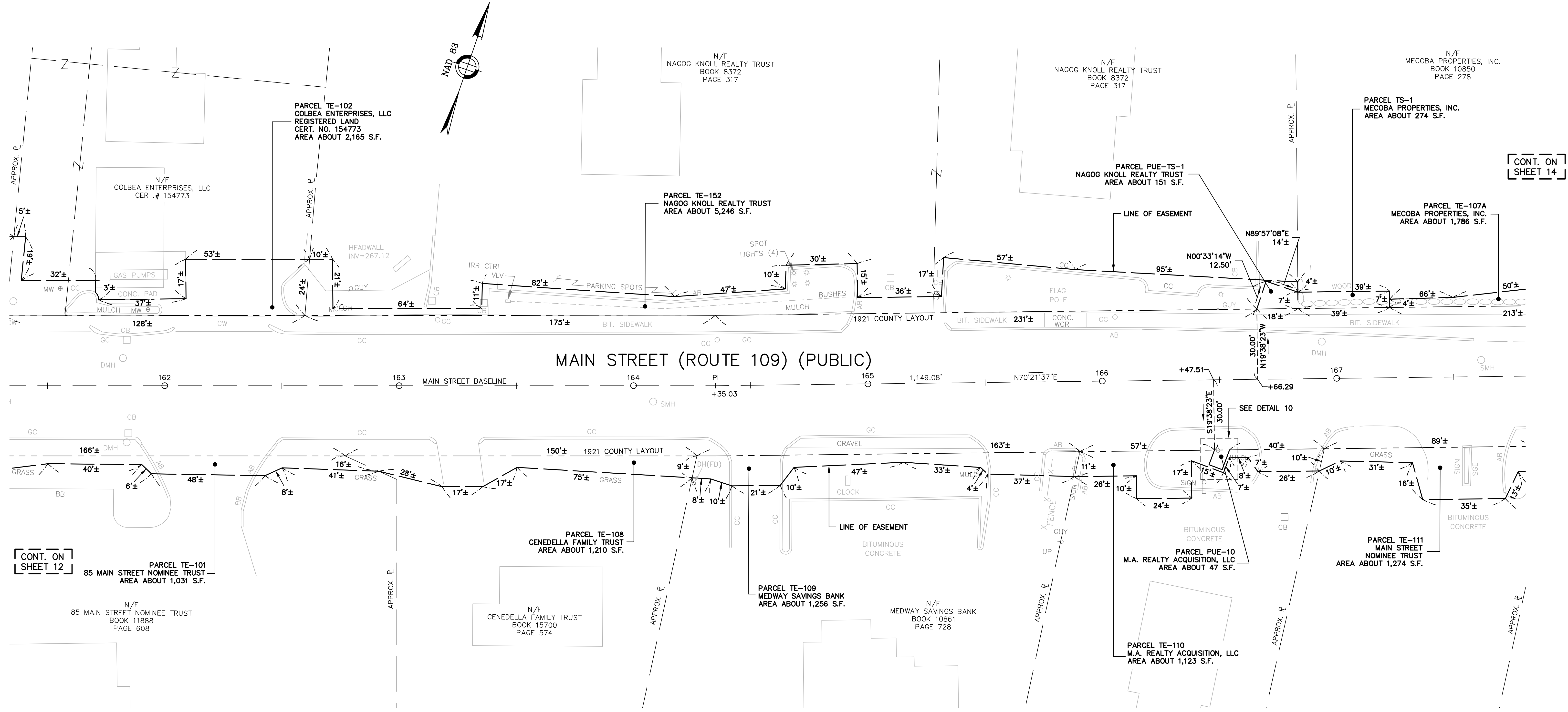
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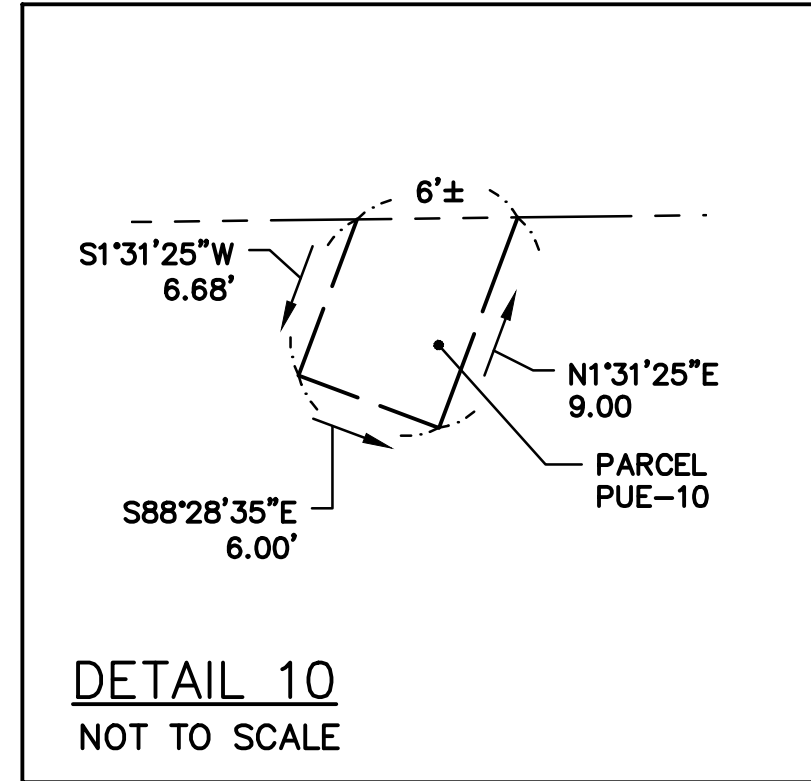


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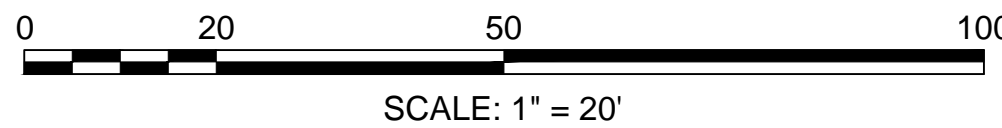
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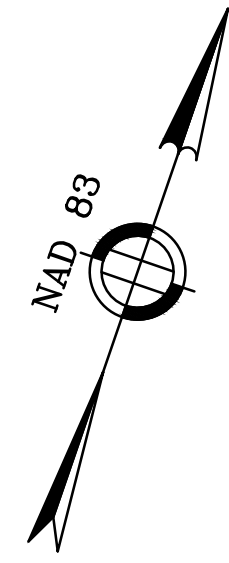
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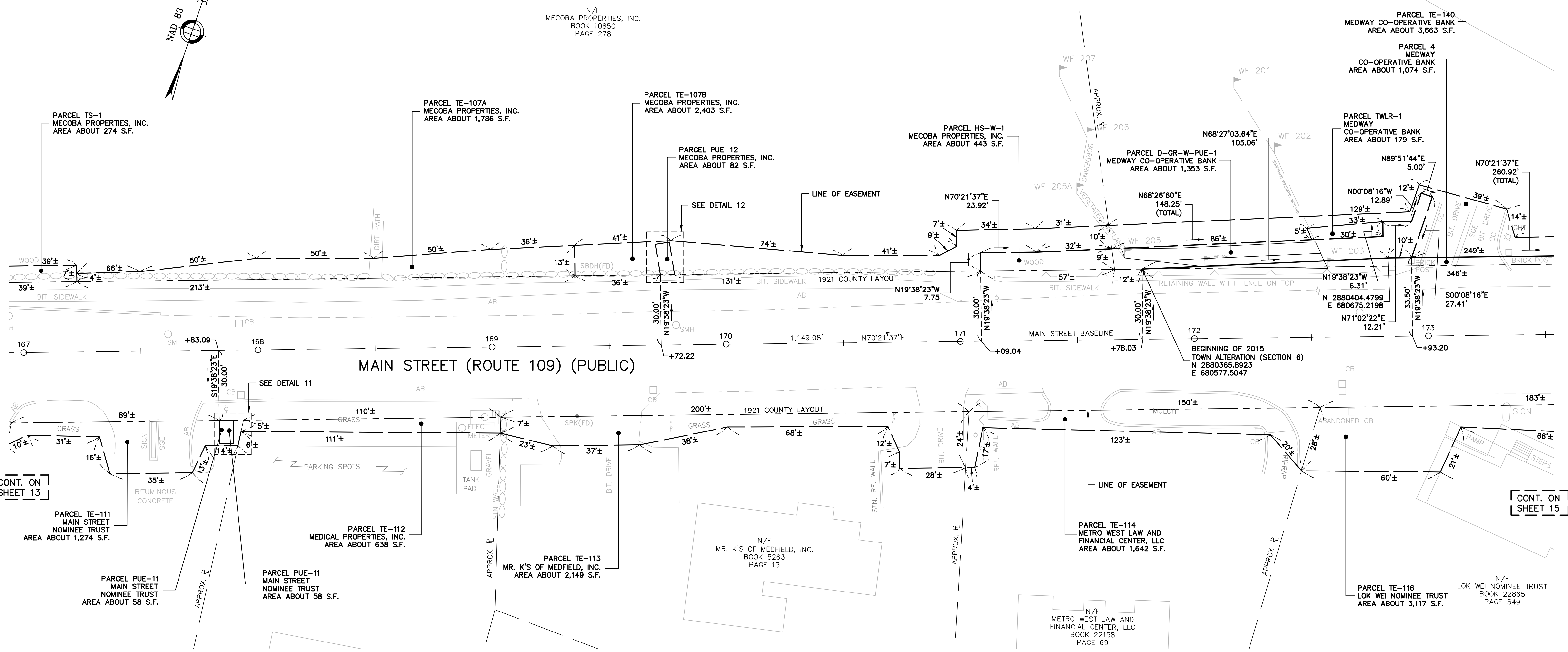


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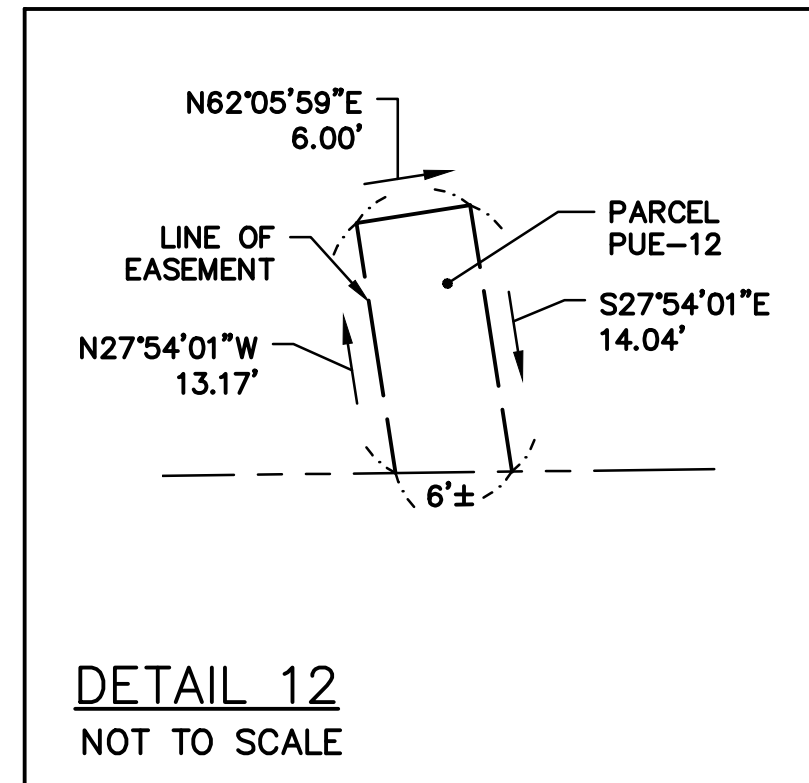
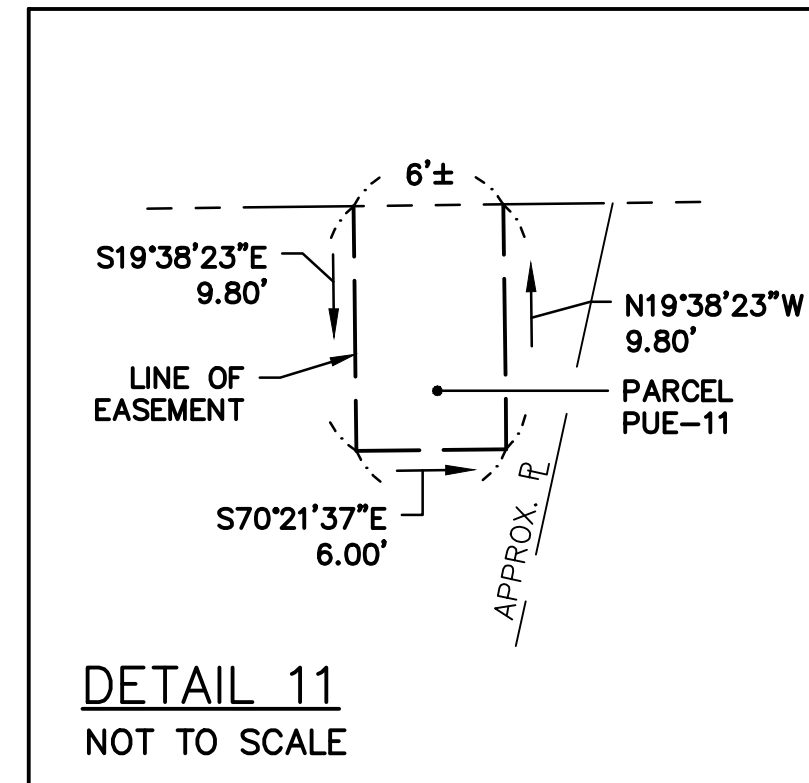


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MECOBA PROPERTIES, INC.  
BOOK 10850  
PAGE 278



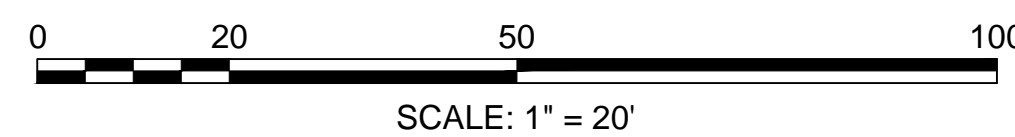
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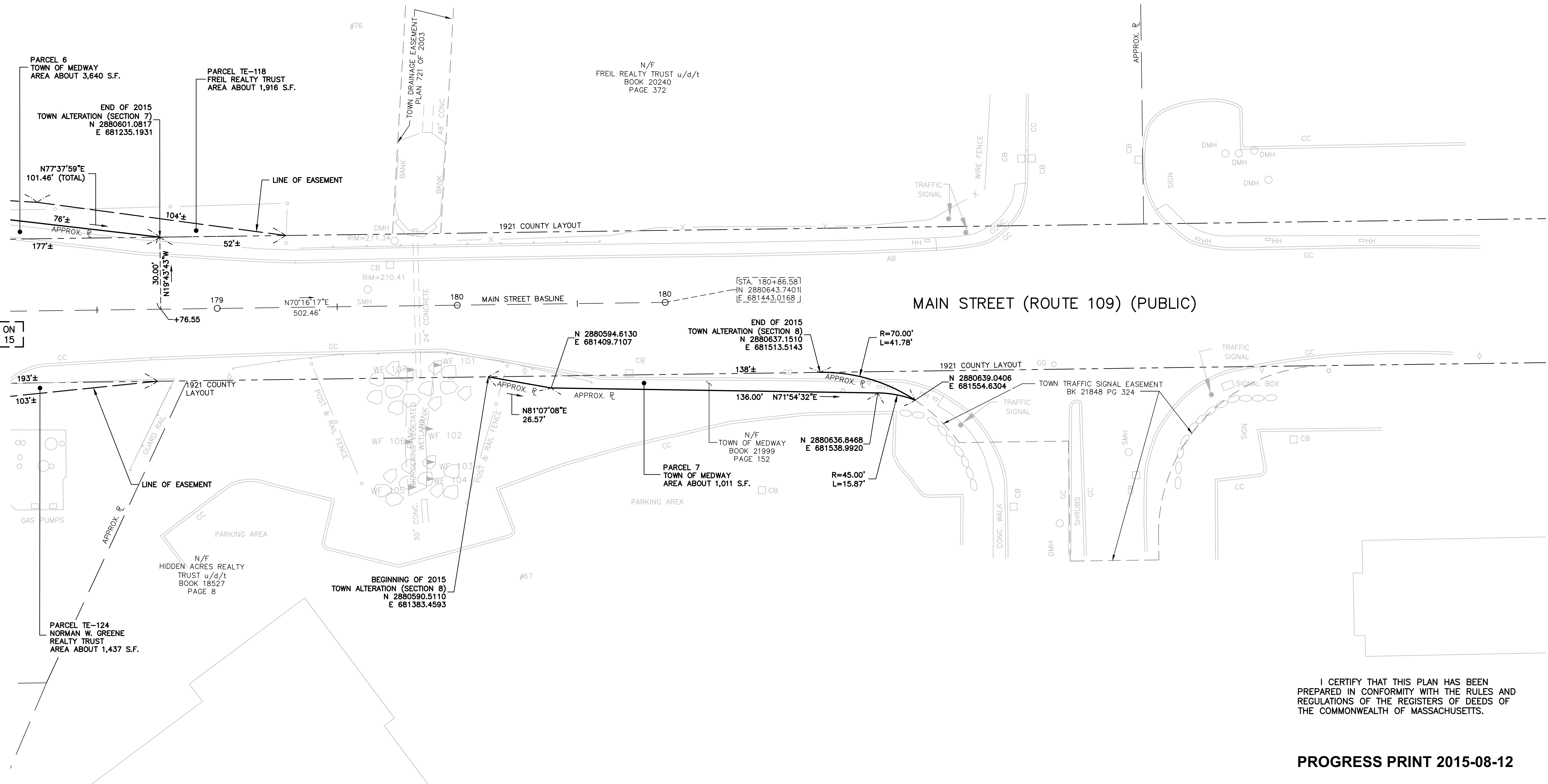
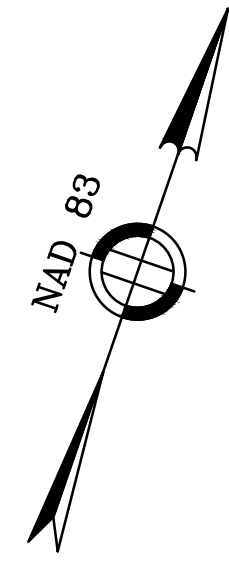


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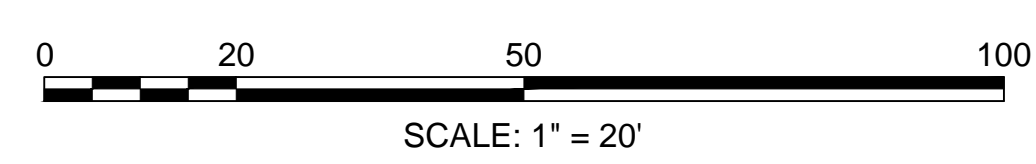




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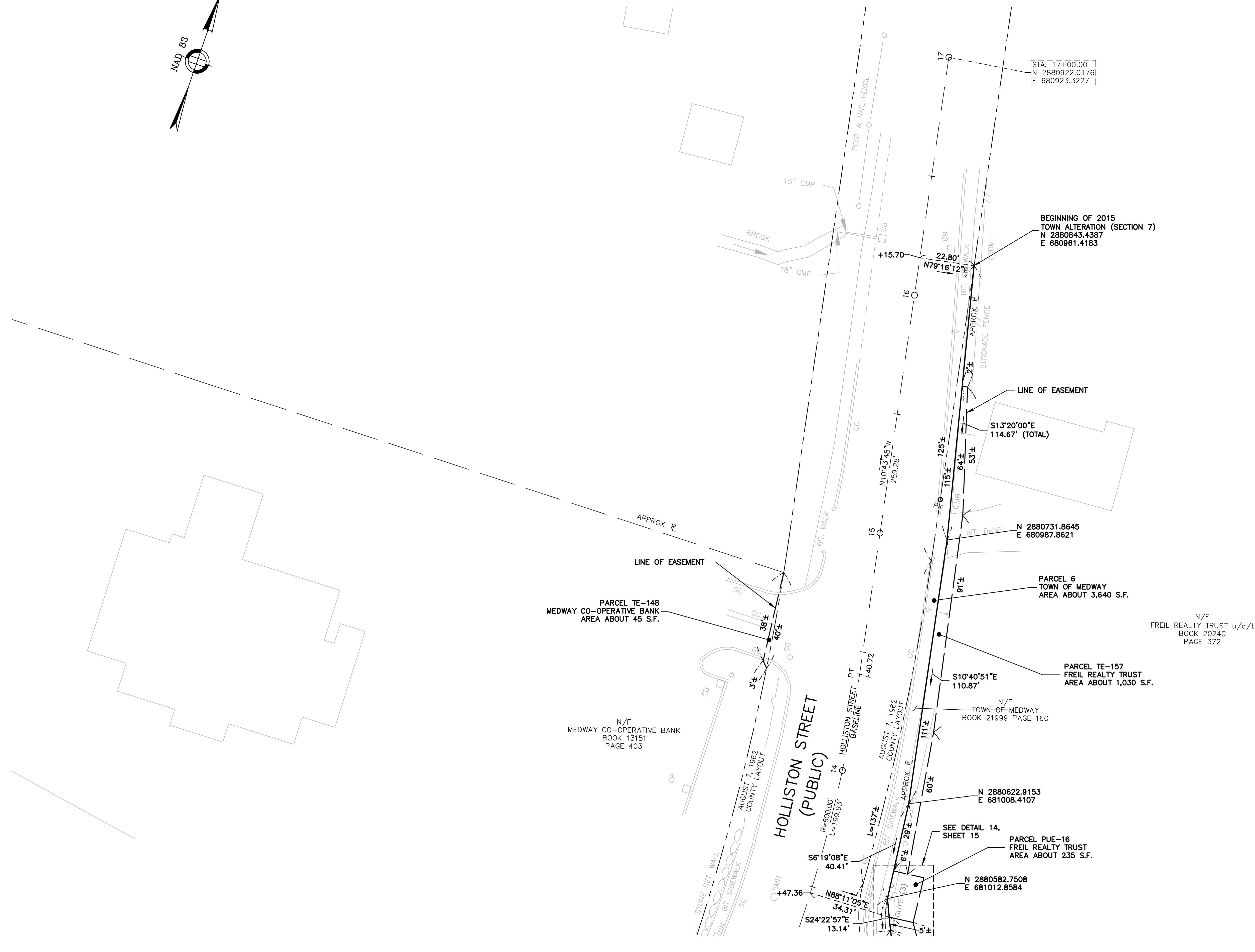
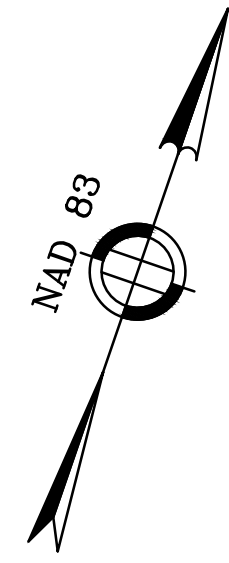
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PROGRESS PRINT 2015-08-12



DATE \_\_\_\_\_ JEFFREY P. BRADFORD, PLS # 41862





PARCEL TE-148  
MEDWAY CO-OPERATIVE BANK  
AREA ABOUT 45 S.F.

N/F  
MEDWAY CO-OPERATIVE BANK  
BOOK 13151  
PAGE 403

HOLLISTON STREET  
(PUBLIC)

BEGINNING OF 2015  
TOWN ALTERATION (SECTION 7)  
N 2880843.4387  
E 680961.4183

N 2880731.8645  
E 680987.8621

PARCEL 6  
TOWN OF MEDWAY  
AREA ABOUT 3,640 S.F.

PARCEL TE-157  
FREIL REALTY TRUST  
AREA ABOUT 1,030 S.F.

N 2880622.9153  
E 681008.4107

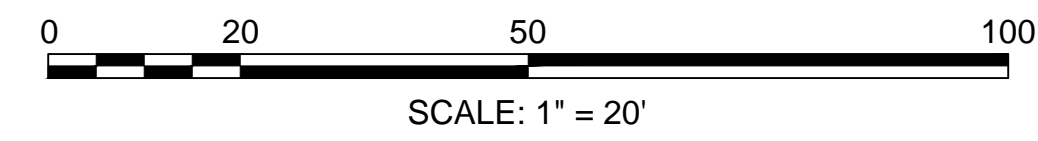
PARCEL PUE-16  
FREIL REALTY TRUST  
AREA ABOUT 235 S.F.

N 2880582.7508  
E 681012.8584

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FREIL REALTY TRUST u/d/t  
BOOK 20240  
PAGE 372

N/F  
TOWN OF MEDWAY  
BOOK 21999 PAGE 160

CONT. ON  
SHEET 15



I CERTIFY THAT THIS PLAN HAS BEEN  
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REGULATIONS OF THE REGISTERS OF DEEDS OF  
THE COMMONWEALTH OF MASSACHUSETTS.

PROGRESS PRINT 2015-08-12

DATE \_\_\_\_\_ JEFFREY P. BRADFORD, PLS # 41862

# AGENDA

## ITEM #7

### Approval – Inter-Municipal Agreement with Millis for Shared Energy Manager Services

*Associated backup material attached.*

- Email from Robert Weiss, Energy Manager
- Proposed inter-municipal agreement
- Annual report
- Energy usage report samples

**Proposed motion:** I move that the Board approve the inter-municipal agreement with Millis for shared energy manager services as presented.

## Allison Potter

---

**From:** Robert Weiss  
**Sent:** Thursday, August 13, 2015 9:41 AM  
**To:** Allison Potter  
**Subject:** Energy Manager's Intermunicipal Agreement  
**Attachments:** Inter-Municipal Contract Millis- Medway - Energy Manager (2CP BW).docx;  
TownwideEnergyPerformanceReport.docx; OverallUseDashboard 2009-2015 (1).docx;  
LibraryHeatingCoolingUseCost graphic.xlsx

Hello Allison,

Attached are four files for next Monday's Board of Selectmen meeting. First is the inter-municipal contract between Millis and Medway, which each town will sign at its BoS meeting on Monday.

Also, I have attached the Town Wide Energy Performance Report, which summarizes the Energy Manager's first year's activities and gives the Board an idea of the reports that it will receive from the Energy Manager to help it make decisions regarding energy investments. I have also included a couple samples of the reports. ("LibraryHeatingCoolingUseCost graphic" and "Overall Use Dashboard")

Please call if you have any questions. Thank you for putting the package together. And thanks for your patience.

Bob

Robert Weiss  
*Energy Manager*  
Town of Medway, Massachusetts  
508-321-4871 (direct)  
508-630-5277 (cell)  
rweiss@townofmedway.org

*A Green Community*

**Agreement for Energy Manager Services  
Between  
The Town of Millis  
And  
The Town of Medway**

Whereas, the Towns of Millis and Medway, collectively hereinafter referred to as the "Towns", desire to cooperate in the provision of Energy Manager services pursuant to M.G.L. c. 40, s.4A; and,

Whereas, the Towns have obtained authorization for such undertaking as required by M.G.L. c.40, s.4A pursuant to a vote of the Town of Millis Board of Selectmen on June 16, 2014 and the Town of Medway Board of Selectmen on June 16, 2014 and,

Whereas, pursuant to the agreement, the geographical area comprising the Towns shall be considered one service area by the Energy Manager position for the performance of their duties hereunder,

Now therefore, the Towns, in mutual consideration of the covenants contained herein, agree as follows:

1. The Town of Medway will appoint and staff an Energy Manager position with duties as outlined in a job description attached hereto as Appendix A; said position description may be amended from time to time with the mutual agreement of both Towns.
2. The Town of Millis, acting through their Board of Selectmen, shall appoint a liaison to work with the Energy Manager on provision of service issues.
3. The salaries, benefits, and other compensation paid to the Energy Manager shall be provided under this contract and the Town of Medway Classification and Compensation Plan for Management Employees.
4. The Town of Medway agrees to cover the Energy Manager under their General Liability Policy and indemnify and hold the Town of Millis harmless, including defense claims, for acts in the Town of Medway. The Town of Millis agrees to cover the Energy Manager under their General Liability Policy and indemnify and hold the Town of Medway harmless, including defense claims, for acts in the Town of Millis.
5. The Town of Medway shall assess and bill the Town of Millis the amount of \$18,196.50, for services for the period from August 25, 2015 to August 24, 2016. The assessment shall be billed quarterly, August 25, November 25, February 25 and May 25. Payment shall be made to the Town of Medway within thirty days of receipt of invoice.

With the exception of unemployment compensation, and acts or omissions resulting in actions, charges or suits against the Towns, the maximum financial liability of each Town pursuant to this Agreement shall be the amount appropriated by each Town in fiscal year 2016 for the provision of Energy Manager services contemplated herein. If either Millis or Medway reduces hours of service in current or subsequent fiscal years such that employees are eligible for unemployment compensation, then said town reducing the hours of service shall be responsible for paying for unemployment compensation charges to the Commonwealth of Massachusetts. This provision shall survive the term of this agreement.

6. Medway shall provide the Energy Manager with a cell phone with data, text and email access; the cost of which shall be shared by each town.

7. Mileage reimbursement shall be provided for miles travelled within each Town by the applicable individual town. Mileage for events, seminars or meetings shall be paid 50% by each town. Travel to or from each town to the other shall not be compensable. In the alternative, each town may provide a vehicle for business travel.

8. The term of this agreement shall be from August 25, 2015 to August 24, 2016. The Towns shall meet annually, to discuss the provisions of the agreement and make estimates of the term and assessment for future contract years. The contract terms shall remain in effect until either a new agreement is reached or the Town(s) terminate the agreement. This agreement may be amended from time to time with written consent of both Towns.

9. Either Town, by vote of the Board of Selectmen, may terminate this agreement upon the provision of at least sixty (60) days prior written notification to the other Town. Such notice shall state the termination date. Upon such termination, each Town shall be solely responsible for providing the services formerly provided by the other town pursuant hereto. In the event of such termination, the Towns shall prepare a full statement of outstanding unpaid financial obligations pursuant to this agreement within thirty days after termination of the agreement, and appropriate financial adjustments shall be made to equalize the expenses in accordance with this agreement.

10. The Towns agree that if any court of competent jurisdiction shall declare any provisions of this agreement to be unenforceable, the remaining provisions hereof shall not be affected and shall remain in full force and effect.

11. The Towns, acting by their respective officials responsible for the Energy Manager services referred to herein, shall keep accurate and comprehensive records of all costs incurred, and reimbursements and contributions received from whatever source. The Energy Manager shall, by April 15 of each year, make a financial report of the services performed pursuant to this Agreement and shall provide a copy thereof to the Millis Board of Selectmen and Medway Board of Selectmen.

12. At the end of any fiscal year during the term of this agreement, either party may request

the performance of an audit of the records of the services provided pursuant hereto. The Town of Medway shall arrange for such an audit to be performed by a firm acceptable to both parties. The requesting parties shall bear the cost of any such audit.

Town of Millis:  
By its Board of Selectmen

Town of Medway:  
By its Board of Selectmen

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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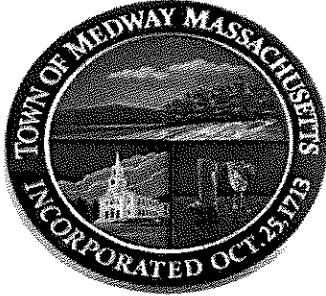
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TO: Medway Board of Selectmen  
FROM: Robert Weiss, Energy Manager  
RE: Update of Energy Manager's Year 1 and Details of Year 2 Projects  
  
DATE: August 13, 2015

Summary of the Energy Manager's first year:

- Performed data entry, monitoring and developing reports, as appropriate, for the Town's power database (Mass Energy Insight) which is used as a basis for its energy information and reporting system. This responsibility was transferred from the Department of Public Works to the Energy Manager.
- Worked with the Medway Public Schools in acquiring its most recent energy management system and in monitoring its two solar arrays on top of school buildings.
- Advises Town administration and boards and committees on energy matters.
- Worked with the Department of Public Services and Medway Public Schools on various competitive fuel supply projects.
- Worked with utility company representatives on behalf of the Town and Medway Public Schools.
- Implemented the goals and objectives of the DOER Energy Manager Grant work plan, including the recommendations of the 2011 energy audits of Town buildings, developing a monitoring and management sharing protocol, and documenting the results of energy savings and renewable energy measures taken by the Town and the Medway Public Schools.
- Worked with other agencies such as the Department of Energy Resources and the Metropolitan Area Planning Council to learn of various energy programs and resources.
- Provided staff support to the Medway Energy Committee. Worked with the Committee in its organization and development as well as outreach to the community.
- Memorial School Energy Management System - Using Town, state and utility funding, this project will reduce gas and electric use, and costs by \$14,045, each year at the elementary school. The project uses the major portion of Medway's second Green Communities Competitive Grant. The \$213,648 building automation system will be

completed by the end of the summer. Worked closely with the Medway Public Schools and the contractor, Trane, to make the sure the project is completed on schedule.

- Net Metering Credit Sales Agreement - After the original contractor was unable to deliver a project, the Town went through a new procurement process, the result of which supplies enough Solar Energy Credits to cover 80% of its total electric costs at \$0.1037 per kWh, a significant reduction in the going utility rate. The current agreement, with Borrego Solar, assures Medway will have low predictable electric rates for 20 years.
- MAPC Solar Program - A solar array project proposed by Bluewave Capital for photovoltaic panels at Medway High School was part of MAPC community aggregation procurement, which the Town participated in. After a thorough review process, Town and MPS personnel decided to reject the proposal in favor of the Borrego net metering credit agreement.

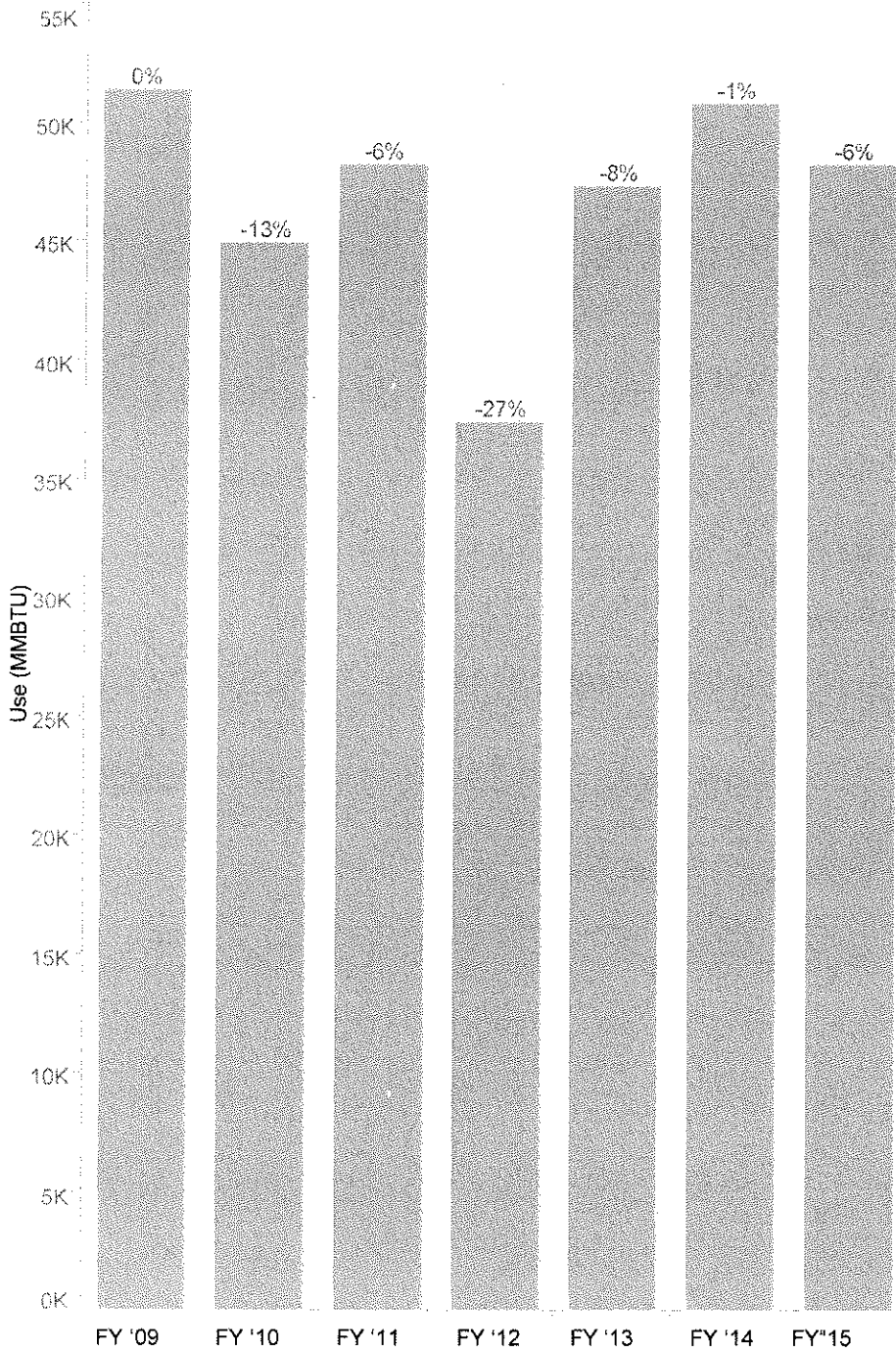
Among the next year's projects, the Energy Manager will be involved the following:

- Complete the installation of the Memorial School's Energy Management System. Plus, evaluate whether EMS is feasible at the Council of Aging and the Medway Police Station as suggested in the Town wide energy audits of 2011.
- Continue development of a monitoring and management information sharing protocol and share with Town building operations staff. This will help assess the energy performance of the Town's buildings and make adjustments and investments for energy performance.
- With the Medway Energy Committee, develop a community outreach campaign to the business and residential sectors for energy efficiency and continue the Solarize Medway campaign that was so successful in 2013.
- Work with the Medway community farm and Thayer Homestead on energy improvements for their operations.
- As part of the Energy Manager's Grant from DOER, work with the Medway Public Schools on educating students on the value of alternative energy and energy efficiency.
- Provide a report of the savings created by the Town's energy efficiency and renewable energy projects to help guide future energy investments. Below is a list of the reports that will be involved in this document.
  - Overall Use Dashboard
    - *Taken from the Mass Energy Insight dashboards to show an overall performance of municipal and public schools building and facilities. Includes heating, electric and vehicle use.*
    - *An example, "Medway's Overall Energy Performance Since its Baseline Year" is attached*
  - Heating/Cooling Use Graphic
    - *To be shared with each building and facility's operations manager to help monitor and manage the use of each power source.*
    - *An example, "LibraryHeatingCoolingUseCost graphic", is attached.*



- Borrego NMCSA project monitoring
  - *Beginning when the project goes online in early 2016, this will chart the performance and the savings from the project and track the Town's Renewable Energy Savings performance profile.*
- Track the savings realized from the 3 Power Purchase Agreements (MMS, MHS, and MFD1).
  - *Work with developers staff at Nexamp and 2<sup>nd</sup> Generation.*
  - *Track in same manner as the Borrego NMCSA project.*
- Performance and savings from the Memorial School BAS (to begin mid-2016)
  - *Sourced from the ESCO's reports*
  - *Survey on occupants' comfort.*
- Track the savings from the implementation of the Energy Efficiency Measures (EEMs) implemented from the 2011 TNT audit recommendations.
  - *Help the Town staff make decisions based on the audit for future DOER competitive grant. (See "LibraryHeatingCoolingUseCost graphic", above)*
- Project the savings that can be captured at various buildings by installing the unimplemented T&T recommendations of 2011.
  - *A future report. Work with TNT staff and DOER staff on refining this as part of a 3<sup>rd</sup> round competitive Green Communities Grant.*
- Track and project savings for the Town's residential and commercial sectors from the Energy Committee's outreach projects.
  - *Determine the yield from the 2013 Solarize Medway campaign in kWh produced, dollars and emission saved; project the yield for a possible 2016 campaign.*

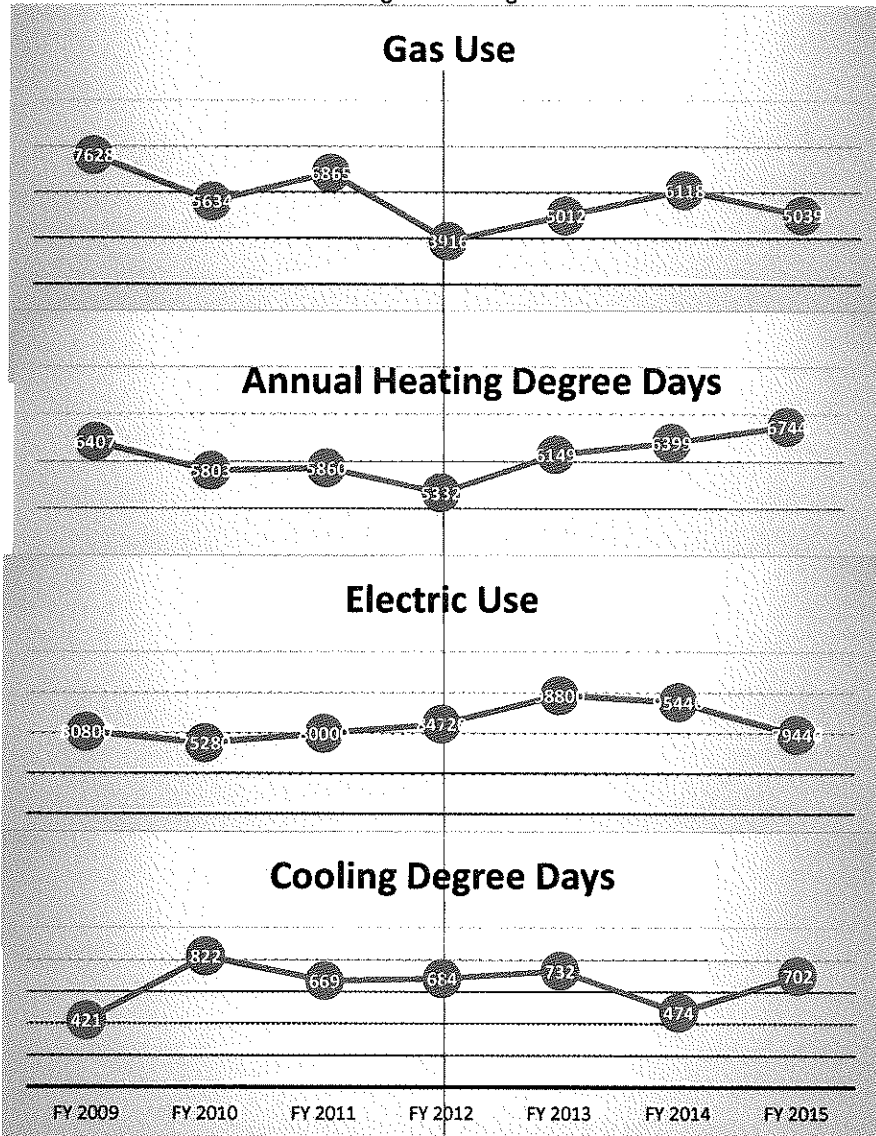
**Overall Use (with % Difference from Baseline Year)**



**MEDWAY'S OVERALL ENERGY PERFORMANCE  
SINCE ITS BASELINE YEAR, 2009.**

# Medway Public Library

26 High St Building



Installation of Measures 2012

## From TNT combined energy audit, October, 2011

| Library     |                                      |                     |             |             |              |                    |            |                        |
|-------------|--------------------------------------|---------------------|-------------|-------------|--------------|--------------------|------------|------------------------|
| ECM #       | Location / Measure Description       | Annual Cost Savings | O&M Savings | Net Savings | Measure Cost | Utility Incentives | Net Cost   | Simple Payback (years) |
| 1           | Lighting and Sensors                 | \$ 5,991            | \$ 1,667    | \$ 7,658    | \$ 23,097    | \$ 7,425           | \$ 15,672  | 2.05                   |
| 2           | Central HVAC Controls                | \$ 3,112            | \$ -        | \$ 3,112    | \$ 2,800     | \$ -               | \$ 2,800   | 0.90                   |
| 3a          | Energy Management System Base        | \$ 3,112            | \$ -        | \$ 3,112    | \$ 40,550    | \$ 13,500          | \$ 27,050  | 8.69                   |
| 3b          | Energy Management System Alternate 1 | \$ -                | \$ -        | \$ -        | \$ 6,250     | \$ -               | \$ 6,250   | -                      |
| 4           | Rooftop Units                        | \$ -                | \$ -        | \$ -        | \$ 32,970    | \$ 1,375           | \$ 31,595  | -                      |
| 5           | Building Envelope Improvements       | \$ 1,957            | \$ -        | \$ 1,957    | \$ 34,800    | \$ -               | \$ 34,800  | 17.78                  |
| Totals      |                                      | \$ 14,172           | \$ 1,667    | \$ 15,839   | \$ 140,467   | \$ 22,300          | \$ 118,167 | 7.46                   |
| Town Totals |                                      | \$ 42,411           | \$ 8,025    | \$ 50,436   | \$ 445,060   | \$ 45,220          | \$ 399,840 | 7.93                   |

# AGENDA

## ITEM #8

### Approval – Opening and Closing Dates of Fall Town Meeting Warrant (Sep 1 to Sep 14)

*Associated backup material attached.*

- Draft calendar

**Proposed motion:** I move that the Board open the November 9 Fall Town Meeting warrant on September 1 and to close it on September 14.

## 2015 Fall Town Meeting Calendar

| Activity                                | Date             |
|---|------------------|
| Board of Selectmen (BOS) Adopts Warrant | October 5, 2015  |
| Fall Town Meeting (FTM)                 | November 9, 2015 |

| Date   | Activity  | Responsibility                     |
|--|---|------------------------------------|
| Sep 1-14                                     | Opening/Closing of FTM Warrant  | BOS & Town Admin.                  |
| Sep 15-17                                    | Legal Review and Approval of Warrant  | Town Counsel                       |
| Sep 21                                       | Adopt Warrant   | BOS                                |
| Oct 5  | Vote Recommendations  | BOS                                |
| Oct 6  | Transmittal of Warrant to Finance Committee (FinCom)  | BOS                                |
| Oct 6-22                                     | Review of Warrant by FinCom   | FinCom                             |
| <b>14 days before FinCom Public Hearing*</b> | <b>Post Date of FinCom Public Hearing in:</b><br><b>1. Milford Daily News (must be provided 3-4 days prior to date you want published)</b><br><b>2. FinCom Website Page</b><br><b>3. Town Clerk to Post</b> | FinCom                             |
| <b>Week of Oct 12*</b>                       | <b>FinCom Public Hearing</b>  | FinCom                             |
| Oct 14 or 21**                               | Adoption of FinCom Warrant Recommendations  | FinCom                             |
| Oct 23                                       | Warrant Posted per Charter  | BOS                                |
| Nov 9  | Fall Town Meeting   | BOS, FinCom, Town Clerk, Moderator |

| Activity                       | Date                |
|--------------------------------|---------------------|
| <b>Constable Posts Warrant</b> | <b>Oct 23, 2015</b> |

- \* 1. Recommended date of Public Hearing Wed., Oct. 14, 2015
- 2. Notify Community News. Co. of public hearing notice to be placed in *Milford Daily News*. CNC needs three to four business days advance notice to place a legal ad; CNC's phone#: 800-624-7355, email:legals@wickedlocal.com.
- \*\* Charter reference (7-5-2) The finance committee shall report its recommendations, in writing, on the articles for which it held public hearings in accordance with the board of selectmen's budgeting calendar for the annual town meeting, and at least 10 days before any other town meeting.

# AGENDA

## ITEM #9

**Approval – One-Day Liquor  
License Application – Greg  
Bedard, Thayer Homestead,  
August 28, 2015**

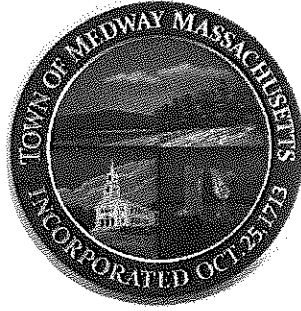
*Associated backup material attached.*

- Application
- Police Chief's recommendation

**Proposed motion:** I move that the Board approve a one-day liquor license for Greg Bedard's event at the Thayer Homestead on August 28, 2015 subject to fulfillment of the Police Chief's recommendations.

**Board of Selectmen**

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



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

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

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

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

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

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

There is no fee for this license.

All Alcohol X Wine and Malt \_\_\_\_\_

Event 40th Birthday Party

Name of Organization/Applicant GREG BEDARD

Address PO Box 661, Medway, MA 02053 (4 Daniels Rd - Home)

SS# or: \_\_\_\_\_

Phone \_\_\_\_\_

Non-Profit Organization Y \_\_\_\_\_ N X

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 8/28/15

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 7:30-11pm

Is event open to the general public? Y \_\_\_\_\_ N X

Estimated attendance 60

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

Minimum age allowed: 21

How, where and by whom will ID's be checked? All invited guests  
well over 21.

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

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

Alcohol server(s)

Attach Proof of Alcohol Server Training

N/A

Provisions for Security, Detail Officer 2 off-duty cops in attendance

Does the applicant have knowledge of State liquor laws? Y X 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 7/25/15

Applicant's Signature G.A. Beaud

Applicant's Name Greg Beaud

Address 4 Daniels Rd, Medway, MA 02053

Phone \_\_\_\_\_

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

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

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





# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

July 30, 2015

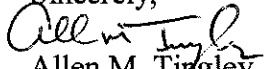
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Greg Bedard for a one day liquor license for a 40th Birthday Party, to be held at the Thayer House, 2B Oak Street, on August 28, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer 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

# **AGENDA ITEM #10**

## **Action Items from Previous Meeting**

*Associated backup material attached.*

- Action item list

|    | DATE      | ACTION ITEMS BOS   | WHO                  | COMPLETED   |
|----|-----------|--|----------------------|---|
| 1  | 7/6/2010  | Street acceptance progress   | S. Affleck-Childs    | Ongoing   |
| 2  | 9/20/2010 | Route 109 Project  | 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; further action Fall 2015 |
| 5  | 7/28/2014 | DPS Facility Building Project  | DPS/TA/Committee     | Ongoing   |
| 6  | 1/20/2015 | Playground concepts for Idylbrook and existing locations   | G. Trindade          | 2015 Fall Town Meeting                            |
| 7  | 2/24/2015 | \$1.1 mil environmental bond bill, Choate Improvements; prepare technical proposal for Gov's consideration | TA/BOS               | August 2015                                       |
| 8  | 2/28/2015 | Database of searchable minutes/Update Town Website   | TA/IS                | Fall 2015   |
| 9  | 2/28/2015 | Police Dept real time access to School surveillance system; ID recording maintenance responsibilities      | TA/Supt. of Schools  | In Process  |
| 10 | 2/28/2015 | Recommendation for proposed ALS program for EMS; Cost-benefit analysis                                     | TA/Fire Chief        | September   |
| 11 | 4/21/2015 | Review Master Plan   | J.Weiler/D. Kaeli    | August  |
| 13 | 6/1/2015  | Road and Sidewalk Repair and Construction Strategy   | DPS                  | Winter 2016                                       |
| 14 | 6/1/2015  | Village Street Paving Plan; include Village and Holliston intersection redesign?                           | DPS                  | August 2015                                       |
| 15 | 6/15/2015 | Update on marketing/communications plan  | Julie Dennehy        | September 2015                                    |

# **AGENDA**

## **ITEM #11**

### **Approval of Warrants**

*Warrants to be provided at meeting.*

# AGENDA

# ITEM #12

## Approval of Minutes

*Associated backup material attached.*

- Draft Minutes – November 3, 2014
- Draft Minutes – February 4, 2015 (amended; see p. 2, lines 7-12)
- Draft Minutes – March 16, 2015

**Proposed motion:** I move that the Board approve the draft minutes of the November 3, 2014, February 4, 2015 and March 16, 2015 Board of Selectmen meetings.

1 **Board of Selectmen's Meeting**  
2 **November 3, 2014 -- 7:00 PM**  
3 **Sanford Hall, Town Hall**  
4 **155 Village Street**  
5  
6

7 **Present: Dennis Crowley, Chair (7:02 PM); John Foresto, Vice Chair; Richard D’Innocenzo,**  
8 **Clerk; Glenn Trindade, Member; Maryjane White, Member.**  
9

10 Staff Present: Michael Boynton, Town Administrator; Jack Mee, Building Commissioner; Allen Tingley,  
11 Police Chief; Melanie Phillips, Finance Director;  
12

13 \*\*\*\*\*  
14

15 At 7:00 PM Vice-Chair Foresto called the meeting to order and led the Pledge of Allegiance.  
16

17 **Public Comments:**

18 A resident reported that there is a window of opportunity relative to property located at 72 Main Street,  
19 and perhaps the Town might be interested in acquiring the property, as satellite Town offices or maybe a  
20 park. Adaptive uses are possible on the rear of the property. Traffic studies have already been done and  
21 reviewed several times. Brief discussion followed.  
22

23 **Introduction of Building Commissioner:**

24 Mr. Boynton briefly summarized how he met Mr. Jack Mee, then the building commissioner in Walpole,  
25 where Mr. Boynton recently worked. Mr. Mee gave a brief summary of his experience, noting that he has  
26 a degree in construction from Wentworth Institute.  
27

28 **Overview of Exelon Project:**

29 *There were no advance background materials. A descriptive handout about the proposed West Medway*  
30 *Peaking Facility was distributed at the meeting.*  
31

32 Present: Representatives from Exelon as follows: Salvador Gonzalez, Director of Business Development;  
33 Jack Hughes, Operations Manager of West Medway plant; Tammy Sanford, Principal Environmental  
34 Project Manager (permitting); and Kevin Thornton, Regional Communications Manager (Public Relations).  
35

36 Mr. Gonzalez stated that this is a project that could carry substantial benefits for Medway. Exelon is the  
37 largest competitive energy company in the United States, headquartered in Chicago and doing business all  
38 over the country. Over 34 million homes are served by Exelon facilities. He added that the company has  
39 owned and operated both small and large generators in the Boston area, including the Medway plant  
40 which has been in operation since 2002.  
41

42 At this time, Mr. Gonzalez introduced the rest of the Exelon representatives Jack Hughes, Tammy  
43 Sanford, and Kevin Thornton.  
44

45 Exelon is considering expansion of the existing facility with the installation of new equipment and wants  
46 to make the Town aware of this. Exelon will need the Town’s assistance and support to make it a success  
47 moving forward. The expansion will incorporate new, very highly efficient dual-fuel equipment at the  
48 existing 65-acre site on Summer Street, which is anticipated to be used mostly on very cold days or very  
49 hot summer days with the use of a secondary fuel. The proposed units are the most efficient available on  
50 the market today. All equipment will comply with state and federal regulations, as well as any local  
51 guidelines.

1  
2 The community benefits include meeting electricity demands in peak hours as well as 200 jobs during  
3 construction and 4-6 full-time employees once construction is complete. It is anticipated that construction  
4 will last 12 months. Exelon hopes to be able to file for the necessary permits in September 2015 at which  
5 time the equipment would be ordered. Construction may not commence until mid-2016 with the intent to be  
6 operational mid-2017. The expansion will create roughly \$2 million per year in tax revenue. This  
7 equipment also makes possible the ability to utilize renewable energy. In the spirit of community outreach,  
8 tonight they are providing an introduction of the assessments and considerations the company has in mind.  
9

10 Selectman White asked about their water needs. It depends on the use (capacity factor) or how long the  
11 equipment will be in use. It was noted that in the winter time during very cold weather, the equipment  
12 will need to operate 24 hours a day. Roughly 95,000 gallons of water a day was the estimate. Selectman  
13 D’Innocenzo asked if the water is circulated to be used again. No, once it is used, it is gone.  
14

15 It was noted that the new equipment will not impact the conservation buffer as it will be placed on  
16 existing open space on the site.  
17

18 The consensus of the Board was that many factors have to come together to move forward, i.e., capacity of  
19 the market and the need for this kind of energy. Selectman Foresto asked if there was a particular reason  
20 (trigger) that the company is considering this now. Mr. Gonzalez responded that they believe that they will  
21 be in a better position to more accurately define the project in the first quarter of 2015. Mr. Hughes stated  
22 the Exelon sells all their energy to ISO New England. Exelon bids to them for the daily prices. Because the  
23 existing units are old and inefficient, the numbers are too high to get into the market well. There is a major  
24 auction coming up, and that’s what Exelon is trying to be able to assess. Ideally Exelon would like to file  
25 for the necessary state permits in December of this year and obtain those permits in the next 18 months.  
26

27 Selectman Trindade stated that the Board would like to tour the plant and asked the representatives to  
28 submit their contact information. Specific topics of interest include an explanation of the technology, an  
29 explanation of the business model and how Exelon interacts with the energy grid.  
30

31 Chairman Crowley emphasized that the Board wants to make sure the abutters are well-informed about  
32 the process.  
33

34 Mr. Boynton suggested the development of an informational website that might include a video and other  
35 information. For example, what sounds are emitted when the facility is up and running? Discussion  
36 followed.  
37

38 **Authorization of Chairman to Execute Special Conditions to Provider Agreement Between the**  
39 **Commonwealth of Massachusetts Executive Office of Health and Human Services/Office of**  
40 **Medicaid and Town of Medway for Additional Medicaid Reimbursements**

41 *The Board reviewed the following information: (1) Document entitled Special Conditions to Provider*  
42 *Agreement between the Commonwealth, Executive office of Health and Human Services, Office of*  
43 *Medicaid and the Town of Medway; and (2) Email, dated October 30, 2014, from Town Counsel.*  
44

45 **Selectman Trindade moved that the Board authorize the Chair to execute the Special Conditions to the**  
46 **Provider Agreement between the Commonwealth of Massachusetts, Executive Office of Health and**  
47 **Human Services - Office of Medicaid and Town of Medway for additional Medicaid Reimbursement**  
48 **opportunities; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**  
49

50 **Approval/Authorization of Chairman to Approve NSTAR Athletic Field License Agreement:**

51 *The Board reviewed a License Agreement between NSTAR and the Town of Medway.*

1  
2 **Selectman Foresto moved that the Board authorize the Chairman to execute the license agreement**  
3 **with NSTAR relative to the athletic fields, as presented; Selectman Trindade seconded. No**  
4 **discussion. VOTE: 5-0-0.**

5  
6 **Approval - Executive Office of Public Safety and Security State 911 - 911 Support Grant - \$30,194:**

7 *The Board reviewed the following information: (1) Notice of Grant Award form; (2) Correspondence,*  
8 *dated October 24, 2014, from Frank Pozniak, Executive Director of the Office of Public Safety & Security;*  
9 *(3) Contract between Commonwealth of Massachusetts and the Town of Medway; and (4) Email, dated*  
10 *October 24, 2014, from Marilyn Godfrey, Grant Specialist, State 911 Department.*

11  
12 **Selectman Trindade moved that the Board approve the 911 Support Grant offered by the Executive**  
13 **Office of Public Safety and Security State 911 in the amount of \$30,194; Selectman Foresto**  
14 **seconded. No discussion. VOTE: 5-0-0.**

15  
16 **Approval - FY13-14 EMPG Grant - \$5,955:**

17 *The Board reviewed the following information: (1) Notice of Grant Award form; (2) Contract between*  
18 *Commonwealth of Massachusetts and the Town of Medway; and (3) Email, dated October 2, 2014, from*  
19 *Kathleen Estridge, Project Manager/Office Coordinator, MEMA.*

20  
21 Chief Tingley stated this grant will be used to purchase hydrogen cyanide gas detectors which helps  
22 firefighters determine when the air is safe to breathe and can take off their masks.

23  
24 **Selectman Trindade moved that the Board approve the FY13-14 EMPG Grant offered by MEMA**  
25 **in the amount of \$5,955 for the purchase of hydrogen cyanide gas detectors and associated**  
26 **calibration equipment; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

27  
28 **Discussion/Vote - Elderly Disabled Fund Appointments:**

29 *The Board reviewed Massachusetts General Law - Chapter 60, Section 3d.*

30  
31 Melanie Phillips stated that this was voted in the fall of 2009 at Town Meeting, and a committee has  
32 never been appointed. She suggested that Miss Dziczek, Director, Council on Aging, be appointed. This  
33 fund is completely donation-driven with no monies from the Town. The committee should be comprised  
34 of three citizens-at large, and two more. The work will not require a large time commitment. Brief  
35 discussion followed.

36  
37 **Selectman Trindade moved that the Board appoint the Chairman of the Board of Assessors and the**  
38 **Treasurer to the taxation aid committee associated with the Elderly and Disabled Tax Fund and later**  
39 **identify and submit names for consideration as appointments for the three positions which, by statute,**  
40 **must be filled by Town residents; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

41  
42 **Discussion - One-Day Liquor License Policy (Fee):**

43 *The Board reviewed Pages 2-4 of Alcohol Policy (adopted 12/3/12; amended 5/5/14)*

44  
45 Selectman Foresto briefly summarized that the present policy regarding a fee rests with the Board who,  
46 up until now, has waived the \$50 fee. It is now being suggested that the fee be eliminated.

47  
48 **Selectman Trindade moved that the Board of Selectmen revise the Alcohol Policy adopted 12/3/12**  
49 **and amended 5/5/14 by removing the License Application Fee of \$50 associated with One-Day**  
50 **licenses; Selectman Foresto seconded. It was confirmed that this elimination of fee would apply to**  
51 **all applicants. VOTE: 5-0-0.**



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**Action Items from Previous Meeting:**

*The Board reviewed the Action Items List.*

Topics with significant comment were as follows:

#14 – If a meals tax is approved at Town Meeting, collection would begin at the start of the next quarter. This would allow the Town to address the obligation to begin funding OPEB.

#6 -- Discussion on unaccounted for water. Mr. Boynton stated he hopes to have an answer by end December.

#11 – Update on McGovern School replacement windows. It was noted that the School Committee has moved forward with the application to get into the state application cycle for Jan. – Feb. The project could cost around \$1 million, and the Town’s portion could be roughly half of that. It was noted that the reimbursable amount is restricted to the costs associated with the replacement windows.

**Approval of Warrants:**

*The Board reviewed Warrant 15-19.*

Selectman D’Innocenzo, Clerk, read aloud Warrant 15-19, dated 11/7/2014, presented for approval;

|                |                   |
|----------------|-------------------|
| Town Payroll   | \$ 313,980.69     |
| School Payroll | <u>785,455.65</u> |
| Total          | \$1,099,436.34    |

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

**Town Administrator's Report:**

Mr. Boynton briefly summarized concerns about artificial turf fields. Information and research has been reviewed. Chairman Crowley posted a letter on the website and included a link to an informational packet.

Brief discussion followed on conversations with the Finance Director about the Town’s ability to finance a new DPS facility, noting that a lot of research has been done on determining the right kind of facility that will meet all the Town’s needs. Discussion followed on the approximate cost of a new facility which has been estimated as high as \$24 million. Chairman Crowley suggested giving the DPS Facility Committee input on an approximate cost of around \$9 - \$12 million as a starting point.

**Selectman Trindade moved that the Board inform the DPS Facility Committee that the budget for this facility will be between \$10 million and \$12 million; Selectman Foresto seconded. Chairman Crowley noted that the Town’s bonding capacity allows flexibility for other projects in the next five years, if necessary. No further discussion. VOTE: 5-0-0.**

Other announcements included a Town Meeting reminder (November 10); Veterans Day Events; Town Offices will be closed on Veterans Day; and the Michele Gay School Safety Program at Medway Middle School on November 12. Mr. Boynton added that he will be attending the MMA Conference in Amherst on November 13 and 14 and will not be in the office.

**Selectmen's Reports:**

DRAFT

1 Selectman White, speaking as Town Clerk, reminded residents of the State Election and that polls will be  
2 open from 7 AM – 8 PM.

3  
4 Selectman Trindade reported a conversation with Doug Downing to take a tour of the Charles River  
5 Pollution Control plant. November 22 or December 13 are potential dates. Both are Saturdays, but they  
6 will work with the Board's availability.

7  
8 Chairman Crowley congratulated high school athletics on their recent accomplishments.

9  
10 Chairman Crowley reported a conversation with Senator Spilka about affordable housing. He would like  
11 to have a meeting with the state about how difficult it is to fill affordable housing units, eligibility  
12 requirements, etc. Ms. Kisty reported that this particular topic is on the agenda for the meeting on  
13 November 17.

14  
15 Chairman Crowley reported that he received a donation from the Vietnam Moving Wall group to  
16 purchase American flags. Brief discussion followed on the number of flags and locations.

17  
18 **Next Meeting:**

19 The next meeting of the Board of Selectmen will be Monday, November 10, at Medway High School.

20  
21 **At 8:26 PM Selectman Trindade moved to adjourn; Selectman D'Innocenzo seconded. No**  
22 **discussion. VOTE: 5-0-0.**

23  
24  
25  
26 Respectfully submitted,  
27 Jeanette Galliardt  
28 Night Board Secretary

1 **Board of Selectmen's Meeting**  
2 **Wednesday, February 4, 2015 – 7:00 PM**  
3 **Sanford Hall**  
4 **15 Village Street**  
5  
6

7 **Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (7:15 PM); Glenn**  
8 **Trindade (7:10 PM) and Maryjane White.**

9  
10 Also Present: Michael Boynton, Town Administrator; Melanie Phillips, Finance Director; Tom Holder,  
11 Director, Department of Public Services; Carol Pratt, Town Accountant.  
12

13 \*\*\*\*\*

14  
15 At 7:05 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.  
16

17 **Public Comments:** None.  
18

19 **Discussion/Vote – Millstone Village Regulatory Agreement, MCO Housing Services:**

20 *The Board reviewed the following information: (1) Millstone Village Budget – Percentage Interest in*  
21 *Common Areas – Calculation of Percentage Interest; (2) Memo from Community Housing Coordinator;*  
22 *and (3) Draft agreement.*  
23

24 **Selectman Trindade moved that the Board authorize the Chairman to execute the *Regulatory***  
25 ***Agreement* and the *Declaration of Restrictive Covenants for Ownership Project* with Millstone Village**  
26 **as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**  
27

28 **Discussion/Vote – Service Level Agreement for School Field Maintenance:**

29 *The Board reviewed a Draft Service Level Agreement.*  
30

31 Mr. Holder stated that DPS involvement began as just maintaining the fields, and now it has evolved to  
32 include additional services. He indicated his staff would give it a try and see how it goes.  
33

34 **Selectman Trindade moved that the Board approve the Service Level Agreement for school field**  
35 **maintenance, as presented; Selectman White seconded. Brief discussion followed over various**  
36 **components of the agreement, fees, use times, and related matters. This agreement is between the**  
37 **school and parks departments, and the agreement can change at the request of either of those**  
38 **parties. VOTE: 5-0-0.**  
39

40 **Consideration of March Special Town Meeting Warrant Articles – Chapter 90 Road Maintenance**  
41 **Funding to be Allocated to Route 109 Project and Bylaw Amendment for Sewer Moratorium:**

42 *The Board reviewed draft Special Town Meeting Warrant Articles.*  
43

44 **Selectman Trindade moved that the Board re-open the March 9 Special Town Meeting Warrant;**  
45 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**  
46

47 Mr. Boynton explained that earmarking the Chapter 90 funds for the Route 109 Design Project needs to  
48 be put in place at Special Town Meeting in order to begin the process of opening dialogues with affected

1 landowners. This will help provide repaving for roads and sidewalks in addition to the roadway  
2 improvements to Route 109. Brief discussion followed.

3  
4 **Selectman Trindade moved that the Board add an article to allocate Chapter 90 funding to the Route  
5 109 project; Selectman Foresto seconded. No further discussion. Vote: 5-0-0.**

6  
7 The bylaw amendment is to enact a sewer moratorium. Chairman Crowley explained that the moratorium  
8 is for sewer extensions, and the reason for it is that when calculating the sewer flow with the two proposed  
9 projects, Salmon Health and Millstone, the Town will exceed its limit with Charles River Pollution Control  
10 District. Ordinary sewer hook-ups will not be affected; and residents can still connect to existing sewer  
11 lines. This is for a temporary halt on sewer extensions while the Town determines what its overall sewer  
12 capacity is. Brief discussion followed.

13  
14 **Selectman Trindade moved that the Board add an article to institute a sewer moratorium using  
15 language provided by Town Counsel; Selectman White seconded. No further discussion. VOTE: 5-0-0.**

16  
17 **Selectman Trindade moved that the Board closed the Special Town Meeting Warrant; Selectman  
18 Foresto seconded. No discussion. VOTE: 5-0-0.**

19  
20 **Vote – Recommendations on Warrant Articles for March 9, 2015 Special Town Meeting:**

21 *The Board reviewed the Draft Special Town Meeting Warrant which does not include the articles  
22 referenced in Agenda Item #3 as well as the draft articles referenced in Item #3.*

23  
24 **Selectman Trindade moved that the Board approve Article 1 – McGovern School Window/Door  
25 Replacement, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

26  
27 **Selectman Trindade moved that the Board approve Article 2 – Home Rule Petition – Redevelopment  
28 Authority, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

29  
30 **Selectman Trindade moved that the Board approve Article 3 – Transfer: Veterans’ Benefits, as  
31 presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

32  
33 **Selectman Trindade moved that the Board approve Article 4 –Transfer: Health Care Reimbursement  
34 Account, in the amount of \$25,000; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

35  
36 **Selectman Trindade moved that the Board approve Article 5 – Chapter 90 Funding Allocation to Route  
37 109 Design Project, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

38  
39 **Selectman Trindade moved that the Board approve Article 6 – Bylaw Amendment: Sewer Extension  
40 Moratorium, as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

41  
42 **Approval – Class II Car Dealer’s License Application, Jonathan Henry LLC, 4 Main Street:**

43 *The Board reviewed a Class 2 Auto Dealer’s license application. It was noted that the applicant has all  
44 appropriate Town sign-offs for the proposed business.*

45  
46 Present: Robert Potheau, property owner; Jonathan Henry, applicant.

1 Mr. Potheau stated this site used to be Johnny Black's years ago, the individual who developed it. He  
2 indicated that he now owns everything, noting that the used cars will be moved around back and  
3 pointed it out on a site plan. In case of emergency, the address is listed as 2-4-6 Main Street. At this  
4 time, he introduced Mr. Henry, and stated that the only repairs that to be done at this location will be  
5 on his own cars. He said Mr. Henry worked at this lot in the 80s and was the star salesman.  
6

7 Chairman Crowley asked why all these used cars need to be in Medway. Mr. Potheau responded that the  
8 business has been this way for 60 years and was quite an eyesore when it was a junkyard. Mr. Henry  
9 explained that he is not planning to do a lot of repair due to his age and physical limitations. He  
10 anticipated "retail-ready" used cars and will participate in the Adesa auto auctions only to sell, not to  
11 buy.  
12

13 **Selectman Trindade moved that the Board grant a Class 2 Auto Dealer License to Jonathan Henry LLC,**  
14 **as proposed; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

15  
16 **Vote of Support of Non-Support – Norfolk County Mosquito Control District Fiscal Year 2016 Budget:**  
17 *The Board reviewed the District's budget materials.*  
18

19 It was noted that there is a difference of approximately \$2,000 between the FY15 and FY16 budgets.  
20

21 **Selectman Trindade moved that the Board vote to support the Norfolk County Mosquito Control**  
22 **District's FY16 budget and the Town's estimated proportionate share as provided by the district;**  
23 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**  
24

25 **Approval – One-Day Alcohol Licenses:**

26 Smith – Thayer House, February 15, 2015; Schiller – Thayer Homestead, February 28, 2015; Parsons –  
27 Thayer House, March 7, 2015

28 *The Board reviewed respective applications accompanied by Police Chief Tingley's recommendations.*  
29

30 **Selectman Trindade moved that the Board approve one-day all alcohol licenses for Debra Smith,**  
31 **Joann Schiller and Jamie Parsons for events at the Thayer Homestead on February 15, February 28 and**  
32 **March 7, respectively, each conditioned on fulfillment of the Police Chief's recommendations;**  
33 **Selectman White seconded. No discussion. VOTE: 5-0-0.**  
34

35 **Action Items from Previous Meetings:**

36 DPS Facility Study – Selectman Trindade reported that someone has been hired to perform the study; it  
37 can take up to six weeks to develop a presentation.  
38

39 Parks – Selectman Trindade stated there have been meetings to discuss improvements to selected  
40 playgrounds in town. Because laws have changed, any improvements will entail having to bring the  
41 entire playground up to code. He noted that there will be tours of playgrounds in other communities  
42 that may serve as models for the new playgrounds here.  
43

44 Net metering – Selectman Foresto reported that the agreement with the original vendor, Enfinity, has  
45 expired. The Energy Committee is trying to set up times for the new vendor to make a proposal.  
46

47 Brief discussion followed on the proposed meals tax. It is anticipated that these monies will go into the  
48 general fund, and later it can be appropriated toward deposit into the OPEB account. Ms. Carol Pratt,

DRAFT

1 Town Accountant, reported that the Commonwealth's position is that all money goes to general fund,  
2 clarifying that it could later be built into the budget each year as a line item to eliminate the need to  
3 appropriate the funds every year at Town Meeting.

4

5 **Selectmen's Reports:**

6 Selectman Foresto reminded residents of the spring cleanup day, Medway Clean Sweep, and  
7 emphasized that volunteers need to wear bright colors so that motorists see them.

8

9 Chairman Crowley emphasized the need for a second sidewalk plow.

10

11

12 **At 7:53 PM Selectman Trindade moved to adjourn; Selectman Foresto seconded. No discussion.**

13 **VOTE: 5-0-0.**

14

15

16 Respectfully submitted,

17 Jeanette Galliardt

1 **Board of Selectmen's Meeting**  
2 **Monday, March 16, 2015 – 6:30 PM**  
3 **Sanford Hall, Town Hall**  
4 **155 Village Street**  
5  
6

7 **Present: John Foresto, Vice-Chair; Richard D'Innocenzo, Clerk (6:35 PM); Glenn Trindade and**  
8 **Maryjane White.**

9  
10 Absent: Dennis Crowley, Chair.

11  
12 Also Present: Michael Boynton, Town Administrator; Melanie Phillips, Finance Director; Tom Holder, Director,  
13 Department of Public Works; Sue Ellis, Human Resources Director; Jack Mee, Building Commissioner.

14  
15 \*\*\*\*\*

16  
17 At 6:32 PM Vice-Chair Foresto called the meeting to order and led the Pledge of Allegiance.

18  
19 **At 6:33 PM Selectman Trindade moved that the Board enter Executive Session under Exemption 3 to**  
20 **discuss strategy with respect to collective bargaining or litigation if an open meeting may have a**  
21 **detrimental effect on the bargaining or litigating position of the public body and the chair so declares**  
22 **[Memorandum of Agreement between the Town and Medway Public Employees' Local Union] and to**  
23 **return to public session upon conclusion; Selectman White seconded. Chairman Crowley declared**  
24 **that an open discussion of the Memorandum of Agreement between the Town and the Medway**  
25 **Public Employees' Local Union may have a detrimental effect on the bargaining or litigating position of**  
26 **the Town. No discussion. Roll Call Vote: 3-0-0 – (Foresto, aye; Trindade, aye; White, aye).**

27  
28 \*\*\*\*\*

29  
30 At 6:42 PM Vice Chair Foresto reconvened public session and listed the item reviewed in Executive Session.

31  
32 **Public Comments:** Ms. Tracy Stewart reported she was looking for information on Warrant Article 13  
33 relative to proposed playground enhancements. Selectman Trindade invited her to the CPC meeting in  
34 April. At this time, Ms. Stewart announced that she has requested meeting minutes from the Board of  
35 Selectmen from its January 20 meeting, and also from the Finance Committee. She added that she has  
36 watched the meeting videos and wants more information. Selectmen Trindade responded that the  
37 discussion she is referring to was not an agenda item and was instead a Selectman report on recent  
38 activity. No action has been taken with regard at this article. Ms. Stewart expressed concerns over the  
39 use of tire derived materials and volunteered to be on any committee regarding this matter.

40  
41 Vice Chair Foresto reported that no proposal has been brought to the Board of Selectmen, nor has any  
42 company been hired to develop any plans.

43  
44 **Ratification – Memorandum of Agreement with Medway Public Employees' Local Union:**

45 *The Board reviewed the document in Executive Session.*

46  
47 Mr. Boynton reported this document represents a three-year agreement. He asked for the Board's  
48 ratification and to move forward with Town Meeting approval.

1  
2 **Selectman Trindade moved that the Board approve and execute the Memorandum of Agreement**  
3 **between the Town and the Massachusetts Laborers' District council [Municipal Public Employees'**  
4 **Local Union]; Selectman D'Innocenzo seconded. Vice-Chair Foresto announced that this agreement**  
5 **was discussed a number of times in Executive Session and was approved this evening in Executive**  
6 **Session. No discussion. VOTE: 4-0-0**

7  
8 **Selectman Trindade moved that the Board recommend and approve Article 27 for the Annual Town**  
9 **Meeting Warrant; Selectman D'Innocenzo seconded. It was noted that the dollar amount reflected in**  
10 **this article would be \$38,000. No further discussion. VOTE: 4-0-0.**

11  
12 **Approval – General Obligation Bond Award, \$5,113,950:**

13 *The Board reviewed the following information: (1) General Obligation Bond Award, dated March 15,*  
14 *2015; and (2) Yield Curve Comparison, dated March 11, 2015.*

15  
16 Present: Melanie Phillips, Finance Director.

17  
18 Ms. Phillips reported that the bid went out on March 11, and Medway was the only Massachusetts  
19 community out there. The bidding was competitive in an unprecedented fashion. The low bid was Sterne,  
20 Agee & Leach. Some items that will be covered with this funding includes all the athletic field costs, some  
21 sewer expenses, and a tanker truck.

22  
23 **Selectman Trindade moved that the Board of Selectmen award the General Obligation Bond for**  
24 **\$5,113,950 (dated March 15, 2015) to Sterne, Agee & Leach, Inc. with a TIC bid of 2.017% and a**  
25 **premium of \$190,182.26; Selectman White seconded. No discussion. VOTE: 4-0-0.**

26  
27 **Grant Expenditure Authorizations: Massachusetts DCM grant for Choate Dam hydro-geologic study,**  
28 **\$22,000; Storm Water Management Initiative grant for enhanced leak detection, \$14,465**

29 *The Board reviewed the following information: (1) Notice of Grant Award – Choate Dam Hydrologic Study;*  
30 *(2) Correspondence from Legislative delegation, dated July 31, 2014; (3) Memorandum from Tom Holder,*  
31 *DPS Director, dated August 5, 2014; (4) Email from State Representative, dated February 7, 2015; (5) Notice*  
32 *of Grant Award – SWMI Water Accountability; and (6) Letter from Martin Suuberg, Commissioner, MA DEP,*  
33 *dated February 24, 2015.*

34  
35 Present: Tom Holder, Director, Department of Public Works.

36  
37 Mr. Holder explained that this involves an evaluation of the Choate Dam, required by the Department of  
38 Conservation and Recreation, and now they are helping pay for it. The study will consider how Chicken  
39 Brook flows in and against the dam which will provide a sense of the dam's condition and stability. As  
40 part of the Route 109 project, this will be incorporated into the design package.

41  
42 Regarding the sustainable water management initiative, Mr. Holder stated that this is an enhancement  
43 to the Town's water accountability efforts. This grant was awarded to Medway because the Town is  
44 trying to better manage water accountability.

45  
46 **Selectman Trindade moved that the Board approve the Notices of Grant Award for the acceptance of**  
47 **the MA DCM Grant to provide for a hydro-geologic study of Choate Dam and of the Storm Water**



1 **Management Initiative Grant to provide for enhanced leak detection in the amounts of \$22,000 and**  
2 **\$14,465 respectively; Selectman White seconded. No discussion. VOTE: 4-0-0.**

3  
4 **Discussion – Proposed Inspectional Services Fees:**

5 *The Board reviewed the following information: (1) Correspondence dated March 12, 2015 from Jack*  
6 *Mee, Building Commissioner; (2) Document entitled “Building Permit Fees”; (3) Document entitled*  
7 *“Building Permit Fee Comparison by Town”, (4) Document entitled “Gas & Plumbing Permit Fees”; and*  
8 *(5) Document entitled “Wiring Permit Fees”.*

9  
10 Present: Jack Mee, Building Commissioner.

11  
12 Mr. Mee stated that he has had an opportunity to review the current fee schedule since he came to  
13 Medway. He included some suggestions in his report, noting that Medway is on the lower side of the  
14 range. He reminded the Board that he was once a contractor here and knows that side of it. Mr. Mee  
15 stated that keeping the permit fees at a reasonable level is important but also pointed out that it is also  
16 important to keep them current. Fees have not been changed since 2003. He noted that the proposed  
17 permit fees will enable the inspectors to cover their costs. A major revision of the permitting software is  
18 scheduled for later this week and he would like to include these fee changes into that revision.

19  
20 **Selectman Trindade moved that the Board approve the proposed Building, Gas & Plumbing, and**  
21 **Wiring Permit fees as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.**

22  
23 **Authorization of Vice Chairman to Execute Contract with Greenman-Pedersen, Inc. for Traffic Review**  
24 **of Tri-Valley Design Proposal, \$9,800:**

25 *The Board reviewed the following information: (1) Email, dated March 10, 2015, from Susy Affleck-*  
26 *Childs, Planning Coordinator; and (2) Contract between the Town of Medway and GPI*

27  
28 Mr. Boynton reported that the Town needs to move forward with a peer review of the Tri-Valley design  
29 proposal. This fee would be paid by the vendor.

30  
31 **Selectman Trindade moved that the Board authorize the Vice Chairman to execute the contract**  
32 **between the Town and Greenman-Pedersen, Inc. for traffic review of Tri-Valley design proposal in an**  
33 **amount not to exceed \$9,800; Selectman White seconded. No discussion. VOTE: 4-0-0.**

34  
35 **Authorization of Vice Chairman to Execute Contract with Borrego Solar for Power Purchase/Net-**  
36 **Metering Credit:**

37 *The Board reviewed the following information: (1) Memorandum, dated March 11, 2015, from*  
38 *Stephanie Mercandetti, Director of Community and Economic Development; (2) Contract between the*  
39 *Town of Medway and Borrego Solar; and (3) Document entitled “Annual Cash Flow of PV Investment –*  
40 *Net Metering Credit Purchase Agreement Scenarios [\$19541 and \$.17 NMC value scenarios].*

41  
42 Present: Stephanie Mercandetti, Director of Community and Economic Development; Jared Connell,  
43 Borrego Solar.

44  
45 Mr. Boynton briefly reported on the merits of the agreement. Mr. Connell reported that, once the snow  
46 melts, they will be able to start construction. The 6 MW site is in Carver, MA. Brief discussion followed.

1 **Selectman Trindade moved that the Board authorize the Vice Chairman to executive the contract**  
2 **between the Town and Borrego Solar for power purchase/net-metering credit; Selectman D’Innocenzo**  
3 **seconded. No discussion. VOTE: 4-0-0.**

4  
5 **Discussion – Special Town Meeting [May 11, 2015] Warrant Article Recommendations:**

6 *The Board reviewed a Draft Special Town Meeting Warrant [May 11, 2015].*

7  
8 Mr. Boynton stated that the Warrant is still in draft form and he is not asking for the Board to make its  
9 recommendations tonight. This is more of a “here’s how it looks right now”.

10  
11 Selectman Trindade reported that Fred Sibley was getting price quotes for a guard rail to keep vehicles  
12 off the athletic fields. There is no warrant article that would allow for that. He suggested adding it to an  
13 existing article that would accommodate the quote or a separate article.

14  
15 Brief discussion followed on various articles.

16  
17 **Selectman Trindade moved that the Board vote to close the warrant for the Special Town Meeting**  
18 **scheduled for May 11, 2015 with the proviso that an additional warrant article for guard rails at**  
19 **Idylbrook Field is included; Selectman White seconded. No discussion. VOTE: 4-0-0.**

20  
21 **Approval – One-Day Liquor License Application:**

22 **Medway High School Lacrosse Boosters, Thayer Homestead, March 28, 2015**

23 *The Board reviewed the following information: (1) Application, undated; and (2) Police Chief Tinley’s*  
24 *recommendation, dated March 4, 2015.*

25  
26 **Selectman Trindade moved that the Board grant a one-day liquor license to the Medway High School**  
27 **Lacrosse Boosters for their event at the Thayer Homestead, conditioned upon fulfillment of the Police**  
28 **Chief’s recommendations; Selectman White seconded. No discussion. VOTE: 4-0-0.**

29  
30 **Action Items from Previous Meeting:**

31 *The Board reviewed the Action Items list.*

32  
33 #5 -- Net metering can be revised to reflect Charles River Pollution Control District installation. Brief  
34 discussion followed.

35  
36 Update on #14 – Police Department access to school surveillance equipment. Mr. Boynton reported  
37 that Chief Tingley, Safety Officer Grimes and Richard Boucher, IT Director, discussed the matter and will  
38 move forward. There are a few technical pieces that need to happen at the schools.

39  
40 **Approval of Warrants:**

41 *The Board reviewed Warrant 15-38.*

42  
43 Selectman D’Innocenzo, Clerk, read aloud Warrant 15-38, dated 3/19/15, submitted for approval:

|    |            |              |
|----|------------|--------------|
| 44 |            |              |
| 45 | Town Bills | \$851,504.40 |
| 46 | TOTAL      | \$851,504.40 |
| 47 |            |              |

1 **Selectman Trindade moved that the Board approve Warrant 15-38 as read; Selectman White**  
2 **seconded. No discussion. VOTE: 4-0-0.**

3  
4 **Approval of Minutes:**

5 *The Board reviewed draft meeting minutes from public sessions held on September 22, 2014; December*  
6 *2, 2014; and January 20, 2015.*

7  
8 Selectman Trindade suggested postponing approval of the minutes as Chairman Crowley was absent.

9  
10 **Selectman D’Innocenzo moved that the Board approve the minutes of September 22, 2014, as**  
11 **presented; Selectman White seconded. No discussion. VOTE: 4-0-0.**

12  
13 **Selectman White moved that the Board approve the minutes of December 2, 2014, as presented;**  
14 **Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.**

15  
16 **Selectman White moved that the Board approve the minutes of January 20, 2015 as presented;**  
17 **Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.**

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

20 Mr. Boynton reported that the current expense total for Snow and Ice budget is \$758,462.

21  
22 Mr. Boynton explained that the driveways at the McGovern and Memorial Schools are in serious  
23 disrepair, and the plan is to have them redone over the April school vacation. The broken pavement will  
24 be removed, and a subbase installed to get through another year until the entire parking lot is redone in  
25 FY17. Other damaged items include fence posts and utility boxes. Discussion followed on the impact of  
26 snow on the athletic fields. Selectman Trindade asked that an update be posted on the Town website as  
27 more information becomes available on the proposed updates at the schools.

28  
29 The Affordable Housing Committee will be bringing forward prospective appointees on April 6.

30  
31 Lastly, Mr. Boynton announced that he will be assisting the City of Marlborough on their search for a  
32 new Fire Chief.

33  
34 **Selectmen’s Reports:**

35 There were no reports from the Selectmen.

36  
37 Vice Chair Foresto asked about an update from FEMA on winter storm costs. Mr. Boynton responded  
38 that the Town has submitted all its damage reports for storms up to now. The Town has clearly met the  
39 required expense threshold. He theorized that the reimbursement will likely come after the end of this  
40 fiscal year, making it revenue for FY16.

41  
42  
43 **At 7:40 PM Selectman Trindade moved to adjourn; Selectman White seconded. No discussion.**  
44 **VOTE: 4-0-0.**

45  
46 Respectfully submitted,  
47 Jeanette Galliardt  
48 Night Board Secretary

# **AGENDA ITEM #13**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #14**

**Selectmen's Reports**

# **AGENDA**

## **ITEM #16**

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

*No associated back up materials.*