

Board of Selectmen

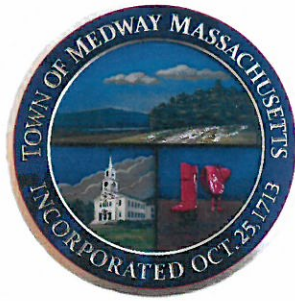
John A. Foresto, Chair

Syjjane White, Vice-Chair

Richard A. D'Innocenzo, Clerk

Dennis P. Crowley

Glenn D. Trindade



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Medway, MA 02053
Phone (508) 533-3264
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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

September 14, 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
 - Exelon feedback

Other Business

1. Appointment – Alex Burinskiy – Historical Commission
2. Approval – Bond Anticipation Note (BAN) - \$2,654,348
3. Approval- Ecological Study for Adams Street Management Area – Conway School of Landscape Design
4. Discussion – Survey Results – Charge for Additional Recycling Carts
5. Authorization of Chairman to Execute Contract for Owner's Project Manager Services – New DPS Facility – Compass Project Management, Inc. - \$404,252 [base contract]
6. Approval – Designation as Special Municipal Employees – Tax Valuation Consultant and Exelon Tax Consultant
7. Approval – One-Day Liquor License Applications
 - a. Katherine Greene – Thayer Homestead – October 3, 2015
 - b. The Vin Bin/Jasper Wedding – Thayer Homestead – October 10, 2015
 - c. Lupe Lomeli/Nick Biello – Thayer Homestead – October 18, 2015
8. Action Items from Previous Meeting
9. Approval of Warrants
10. Approval of Minutes
11. 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.

12. Selectmen's Reports

Upcoming Meetings, Agenda and Reminders

October 13, 2015 ---- Regular Meeting [Rescheduled]

October 19, 2015 ---- Regular Meeting

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

AGENDA

ITEM #1

Appointment – Historical Commission Alex Burinskiy – Historical Commission

Associated back up materials attached.

- Email of interest dated September 2, 2015
- Resume of Alex Burinskiy
- Email from Jeanne Johnson, Historical Commission Chair, to Town Clerk supporting appointment dated August 31, 2015

Proposed motion:

I move that the Board of Selectmen appoint Alex Burinskiy to the Historical Commission for a three year term to expire of June 30, 2018.

From: Alex Burinskiy [mailto:burinskiy@mac.com]
Sent: Wednesday, September 02, 2015 4:38 PM
To: Karen Kisty
Subject: Re: Potential Appointment to Historical Commission

Hi Karen -

Thank you for your reply. Attached is my resume.

I hold a BA in History from the University of Massachusetts, graduating Summa Cum Laude, and history is a great interest of mine. I think that the preservation of the local history here in Medway is important as it is in every town. Local history is what keeps us on the right path going forward learning from our past mistakes and our past success. I look forward to learning about the towns history and working closely with the other members of the Historical Commission.

I look forward to meeting everyone on September 14th at 7PM, could you please let me know where to go?

Thank you again,
Alex Burinskiy

ALEX BURINSKIY

10 Shaw Street, Medway, MA 02053 | 508.215.6535 | aburinskiy@gmail.com

EXPERIENCE

6/2015 –

Present

Team Lead, Help Desk

Advocates, Inc. | Framingham, MA

- Leading a team of three within a help desk environment
- Handling iOS device management, setups, and ordering
- Training users on technologies new to the company
- Deploying computers using SCCM
- Managing Active Directory
- Completing onboarding and termination processes

7/2014 –

Present

Columnist

ComputerWorld | Framingham, MA

8/2012 – 3/2015

Technical Analyst II

International Data Group | Framingham, MA

Provided support to on-site and remote users. Trained and supervised interns. Developed IT strategic vision and drove key departmental objectives. Researched, planned, and implemented new processes for increasing efficiency. Managed deployment and backup server for PC and Mac clients. Established purchasing guidelines with third party vendors. Monitored team progress and enforced deadlines across multiple projects.

- Designed and implemented a project to bring all Apple and iOS clients into management at three company sites
- Developed and led Apple Server deployment project
- Saved the company over \$60,000 by renegotiating an IT equipment contract
- Led the development of a disaster recovery plan
- Trained over 150 users on Office 365 & Lync
- Completed management training

9/2011 – 8/2012

Desktop Support Technician

The MathWorks | Natick, MA

Supported main campus of 3500 employees and satellite office of 200 employees. Worked with various teams throughout the company to resolve issues. Provided thorough support and problem resolution for customers. Supported all aspects of technology at off-site company events. Researched issues on various computer systems and databases to resolve complaints and answer inquiries. Performed network switch and patch panel upgrades.

- Headed Apple deployment project within two months of hire
- Lead Apple VPN project

11/2007 – 10/2011 **Genius**

Apple Inc. | Boston, MA

Repaired and supported Apple hardware and software. Worked with intensive workflow tracking. Offered direction and gave constructive feedback to motivate team members. Trained and advised Family Room Specialists. Conducted usage support for third party equipment.

- Received Apple Customer Service Award in 2008

SKILLS

Technical Support, Project Management, Risk Management, Team Leadership, Training, Vendor Relationship Management, Troubleshooting, Reporting & Analysis, Inventory Management, Disaster Recovery, Customer Service, Patch Management, Hardware & Software Evaluation, Onboarding & Termination Procedures, Knowledge of ITIL Principles

- **Certifications:** Apple Certified Mac Technician (ACMT)
- **Operating Systems:** Windows 8, 7, & XP; Mac OS X (10.3 - 10.10); Linux (Ubuntu & Debian)
- **Server Operating Systems:** Windows Server 2012, Mac OS X Server
- **Mobile Management Platforms:** JAMF Casper Suite, MaaS360
- **Mobile OS:** iOS, Android
- **Server Applications:** Active Directory, Open Directory, Deep Freeze, McAfee Antivirus/Endpoint Management, Symantec Endpoint Protection, Kaspersky Security Center, System Center Configuration Manager (SCCM), Microsoft Deployment Toolkit

(MDT), Deploy Studio, JAMF Admin Tools, Apple Remote Desktop & Mac Server App

- **Software:** Office 365, Google Apps, LogMeIn, Salesforce, Microsoft Lync, iLife & iWork, Adobe Suite CS3 - Creative Cloud, Terminal, Microsoft Dynamics CRM, Symantec, F-Secure
- **Technology Standards:** WLAN, LAN, HTML5, CSS, VPN, TCP/IP, Wireless (a,b,g,n,ac), WPA2 Enterprise, WEP

EDUCATION

2015

Master of Science: Information Systems | 4.0 GPA

Minot State University | Online Program

Coursework: Business Network Systems Management, Database Management and Administration, E-Business Strategy, Information Systems Project Management, Knowledge Management, Management and Integration of Information Systems Function, Professional Consulting in Information Systems, Systems Analysis, Systems Design, and Virtual Business

- Outstanding Student Award: Given to one student a year within program

2014

Bachelor of Arts: History | Summa Cum Laude

University of Massachusetts Boston | Boston, MA

AGENDA

ITEM #2

**Approval –
Bond Anticipation Note [BAN] for -
\$2,654,348**

Associated back up materials attached.

- BAN documentation

Proposed motion: I move that the Board of Selectmen approve the award of the \$2,654,348 BAN dated September 15, 2015 to Eastern Bank at the rate of .449% NIC which includes a \$20,848 premium.

FINAL BORROWING

TO: BOARD OF SELECTMEN OF THE TOWN OF MEDWAY

FROM: MELANIE M. PHILLIPS, FINANCE DIRECTOR/TREASURER

Medway will forever be known as the town that came back from the brink of junk bond status to a quintessential AAA and eventually to AAA community. A group of citizens have given many years and much time to the task. Although, I know that these Board members did this gladly with the welfare of the Town of Medway at the forefront, I think it appropriate that they be thanked publicly and I do that now. I applaud the Board of Selectmen for the good decisions made over the years, the good debates we have had, and the many hours we have spent together on budgets, borrowings, financial reports, and an array of topics. More importantly, I thank you for who you are as individuals.

MaryJane, there is no doubt you love your town. Your passion for Medway is apparent in your willingness to serve on this Board after devoting 20+ years as Town Clerk. You are an advocate of your people.

Rick, you are a busy medical professional who finds time to give to his town. As someone with doctors in the family, I know how precious the little personal time you have is. The youth in Medway have primarily you to thank for the beautiful fields the Town has now.

Glenn, a more passionate school advocate does not exist. You have been giving your time and energy (which comes at least partially from Red Bull) for many, many years to improve the Town in many aspects; advocating for Thayer House, fields, etc. You were "in the trenches" with us at the beginning and have served your Town for so long without recognition. You are always at the ready to do whatever needs to be done including "busting" our legislative delegation if needed "because look, man..." (hand-waving included here).

John, the man who worked tirelessly to bring the beautiful Thayer House to the Town as well as advocating for the library, teaching and assisting us with net metering and other causes while never taking any bows for your efforts. I will miss your sense of humor. You said you were "hanging it up" a couple of times and yet you continue to give. I hope you stay. The Town still needs your calm leadership.

Dennis, if anyone doubts that you are indeed the Mayor of Medway, please have them call me. You, too, were "in the trenches" during the dark days. You drove the Board to the heights it has reached. The amount of time you put into your "job" as a Selectman is immeasurable (immeasurable like figuring out what the tax rate will be five years from now). You are the cog in the wheel that makes the vehicle run and like the others, you look for no recognition. I shall miss the discussions, spreadsheets and our work. More than that I will miss your personality, the jokes and even our collective stubbornness at times.

Kent Scott, Andy Espinosa, Rich Dunne, and others with whom I worked; although you are no longer on the Board, I thank you for your service to Medway. It was my pleasure to have known and served with you. Kent, you were the right man at the right time in the darkest of days. Your demeanor and grace were an inspiration. Both Andy and Rich were passionate in keeping Medway's taxes to a minimum and passionate about the Town. All probably might have stayed on the Board, but their life's work took

them elsewhere. I have been fortunate to work with Board members who are good people. As I leave here, I am proud to call some of you "friend".

I do not need to tell any of you the condition of the Town when I first arrived. You are all too familiar with that. I will say that thanks to you the Town has a very bright future.

The rating on this borrowing that I bring to you, my last borrowing as your Finance Director/Treasurer, is a quintessential AAA, but without the AAA actually having been granted. The S&P analyst recommended the Town of Medway for the AAA rating to the Committee. The AAA rating that was recommended by the analyst was reduced by the S&P Committee to AA+ Positive. There is no doubt that Medway will obtain the AAA rating when the currently proposed development comes on line. I had hoped to bring you the elusive AAA as my last act, but alas the Committee decided to not allow us to join the club. I want you to know that Medway deserved the AAA. The one blemish that remains is the OPEB liability. I hope that the Board will at continue to utilize the meals tax to at least make a minimal contribution to it each year to reduce the liability.

I thank you from the bottom of my heart for the pleasure of serving the Board and the Town for nine plus years. I have attached information concerning your debt position as of June 30, 2016, when you finish the current fiscal year. Be well and may Medway continue to prosper under your guidance.

Town of Medway

BAN Issue

S&P RATING: SP1+ (AA+POSITIVE)

Settlement Date: September 22, 2015

Bid Date: September 10, 2015

BAN Amount: \$2,654,348

Maturity Date: September 15, 2016

Purposes:

New DPS Facility	\$1,100,000	Authorized at May 11, 2015 STM	Article 16
McGovern Windows	\$489,450	Authorized at March 9, 2015 STM	Article 1
Police Radio	\$273,000	Authorized at May 11, 2015 ATM	Article 9
Water Mains	\$264,898	Authorized at May 13, 2013 ATM	Article 11
Sidewalk Plow	\$157,000	Authorized at May 11, 2015 ATM	Article 9
MS Renovation for DPS	\$150,000	Authorized at May 11, 2015 ATM	Article 9
Library Carpet	\$90,000	Authorized at May 11, 2015 ATM	Article 9
I&I Study	\$75,000	Authorized at May 11, 2015 ATM	Article 13
Police Computers	\$55,000	Authorized at May 11, 2015 ATM	Article 9

In July, the Board approved interfund borrowings for most of these projects. This BAN retires all of those interfund borrowings.

As mentioned above, we received a strong rating from Standard & Poors of SP1+ for short-term and AA+ Positive for bonds. This rating is defined by S&P as a high grade investment whereby "the obligor has VERY STRONG capacity to meet its financial commitments. It differs from the highest rated obligors only in small degree." S&P noted "strong management with good financial policies and practices under our Financial Management Assessment methodology; strong budgetary performance; very strong budgetary flexibility with an available cash of 35.7% of total governmental fund expenditures and 5.6 times governmental debt service and access to external liquidity we consider strong; very strong liquidity, very strong debt and contingent liability position with debt service carrying charges of 6.4% of expenditures...and low overall net debt at less than 3% of market value and rapid amortization with 66.3% of debt scheduled to be retired in 10 years."

Bids were accepted on September 10, 2015. The Town received three competitive bids with the low bid being .449 NIC (1.25% plus a \$20,848 premium) by Eastern Bank. The other bidders included Jeffries, LLC at .589575 NIC and TD Securities at .584476 NIC. The \$20,848 premium will be used to pay the issuance costs.

The small size of the issue may have kept some investors from bidding, but the bids received are all competitive and all good rates.

I ask that you approve the award of the bid to Eastern Bank at an NIC of .449% which includes a premium of \$20,848.

Respectfully submitted by

Melanie M. Phillips, Finance Director/Treasurer

MOTION:

I MOVE THAT THE BOARD OF SELECTMEN APPROVE THE AWARD OF THE \$2,654,348 BAN DATED SEPTEMBER 15, 2015 TO EASTERN BANK AT THE RATE OF .449% NIC WHICH INCLUDES A \$20,848 PREMIUM.

DEBT INFORMATION:

1. LONG TERM DEBT WITH WEIGHTED AVERAGE AS OF 6-30-2016.
2. ALL DEBT AS OF 6-30-2016 LT, BANs AND INTERIM LOANS-SHOWING DEBT EXCLUSIONS. RECAP AND DETAIL.
3. AUTHORIZED UNISSUED DEBT DETAIL AS OF 9-15-15.

TOWN OF MEDWAY BONDS (LONG-TERM DEBT)

ISSUE DATE	BOND TYPE	MATURITY DATE	BALANCE AS OF 6/30/16	TRUE INTEREST COST
1/7/15	MCWT GOB	7/15/2035	1,440,381	2.00%
5/15/13	MULTIPURPOSE GOB	5/15/2033	5,305,000	2.22%
9/15/12	MULTIPURPOSE GOB	9/15/2032	4,170,000	1.98%
2/15/12	MULTIPURPOSE GOB	2/15/2032	6,285,000	2.02%
8/15/10	REFUNDED 1997 GOB	6/15/2016	-	1.33%
8/15/10	MULTIPURPOSE GOB	8/15/2029	4,585,000	2.43%
10/15/09	MULTIPURPOSE GOB	10/15/2029	3,605,000	2.92%
11/15/06	MULTIPURPOSE GOB	11/25/2025	5,990,000	4.00%
8/1/04	SEPTIC REPAIRS	8/1/2023	29,512	0.00%
4/15/03	MULTIPURPOSE GOB	4/15/2022	1,025,000	3.73%
3/1/01	MULTIPURPOSE GOB	3/1/2016	-	4.25%
10/25/00	SEPTIC REPAIRS	8/1/2018	19,966	0.00%
3/15/15	MULTIPURPOSE GOB	3/15/2029	4,655,000	2.02%
4/21/87	SEWER	4/21/2017	6,000	5.00%
TOTAL BALANCE- Long Term Debt				WEIGHTED AVERAGE TIC 2.54%
			\$ 37,115,859	

RECAP OF LONG TERM, INTERIM & BANs

EXCLUSIONS NON-EXCLU TOTAL % OF TOT

	EXCLUSIONS	NON-EXCLU	TOTAL	% OF TOT
SCHOOL DEBT	16,695,000	5,038,450	21,733,450	51.8%
COA DEBT	0	100,000	100,000	0.2%
DPS DEBT	-	1,818,000	1,818,000	4.3%
FIRE DEPT	-	950,000	950,000	2.3%
LIBRARY	-	90,000	90,000	0.2%
POLICE	-	328,000	328,000	0.8%
MIS	-	-	-	0.0%
CPA FUNDED	-	4,980,000	4,980,000	11.9%
SEPTIC	-	42,822	42,822	0.1%
SEWER	1,155,000	1,297,000	2,452,000	5.8%
WATER	-	9,409,879	9,409,879	22.4%
AMBULANCE	-	90,000	90,000	0.2%
	17,850,000	24,144,151	41,994,151	100.00%

41,994,151

UPDATED FOR 9-22-15 (includes LT DEBT, BANs and Interim Loans)

DEBT BY DEPARTMENT: **DEBT AS OF 9-22-15**; DS FOR FY 2016 AND BALANCES AS OF 6-30-16

SCHOOL-	51.8%	BALANCE
9/15/12 GOB MIDDLE SCHOOL	281,000	3,400,000
8/15/10 REF GOB MEMORIAL SCH	35,350	-
8/15/10 GOB MIDDLE SCHOOL ARCHITECT	50,750	-
8/15/10 GOB ESCO	286,971	2,780,000
5/15/13 GOB MIDDLE SCHOOL	250,250	2,975,000
4/15/03-LAND ACQUISITION	17,416	68,000
4/15/03 GOB-SCHOOL REMODEL	8,978	40,000
4/15/03 GOB-OLD HS ROOF	148,954	690,000
4/15/03 BURKE&HS BOILERS	24,521	112,000
3/1/01 GOB LAND ACQUISITION	110,982	-
3/1/01 GOB EQUIP & REMODEL	51,303	-
2/15/12 GOB SCHOOL EQUIPMENT	5,150	-
2/15/12 GOB MIDDLE SCHOOL	361,938	4,000,000
11/15/06 GOB-MIDDLE ROOF	48,612	340,000
11/15/06 GOB-HS	779,214	5,450,000
11/15/06 GOB-BURKE ROOF	14,145	94,000
10/15/09 GOB-SCHOOL ESCO	5,713	20,000
10/15/09 GOB-SCHOOL ELEVATOR	10,575	15,000
3/15/15 GOB HANSON TURF	67,606	590,000
3/15/15 GOB TURF FIELD	79,643	670,000
9/22/15 BAN MCGOVERN WINDOWS		489,450
TOTAL SCHOOL DEBT	2,639,068	21,733,450

COA-	0.2%	BALANCE
10/15/09 GOB - COA-SR CENTER REMOD		100,000
TOTAL COA DEBT	0	100,000

DPS -	4.3%	BALANCE
10/15/09 GOB DPS DEPT EQUIPMENT-1		-
10/15/09 GOB DPS EQUIPMENT		-
10/15/09 GOB DPS ROADS		-
10/15/09 GOB DPS ROADS	38,138	90,000
10/15/09 GOB DPS-DEPT EQUIPMENT-truck	5,363	10,000
10/15/09 GOB DPS-WASHPAD		-
10/15/09 GOB DPS-sidewalk plow	11,775	50,000
11/15/06 GOB-DPS-CHOATE PARK	8,313	28,000
8/15/10 REF GOB- LAND-PUBLIC REC	-	-
11/15/06 GOB-DPS-TOWN HALL REMODEL	12,383	78,000
8/15/10 GOB BRENTWOOD DRAINAGE	12,263	80,000
8/15/10 GOB TH ROOF	17,025	75,000
8/15/10 GOB ROADS	121,800	-
9/22/15 BAN NEW DPS FACILITY		1,100,000
9/22/15 BAN SIDEWALK PLOW		157,000
9/22/15 BAN MS RENOVATION FOR DPS SPACE		150,000
TOTAL DPS 2011 DEBT SERVICE	227,058	1,818,000

FIRE DEPT-	2.3%	BALANCE
3/15/15 GOB- TANKER TRUCK	78,100	200,000
10/15/09 GOB FIRE-DEPT ENGINE	19,238	120,000
9/15/12 GOB-FIRE TRUCK	105,750	630,000
TOTAL FIRE 2011 DEBT SERVICE	203,088	950,000

LIBRARY -	0.2%	BALANCE
8/15/10 REF GOB- LIBRARY	85,850	-
9/22/15 BAN CARPET		90,000
TOTAL LIBRARY 2011 DEBT SERVICE	85,850	90,000

RED INK = VOTED DEBT EXCLUSION

PURPLE INK= BAN OR INTERIM LOAN

POLICE-	0.8%	BALANCE
8/15/10 GOB COMMUNICATION SYS	55,825	-
9/22/15 BAN- POLICE RADIO		273,000
9/22/15 BAN- POLICE COMPUTERS		55,000
TOTAL POLICE 2011 DEBT SERVICE	55,825	328,000

MIS-0%	0	BALANCE
		-
TOTAL MIS 2011 DEBT SERVICE	-	-

CPA FUNDED	11.9%	BALANCE
05/15/13 GOB THAYER HOUSE	198,850	2,330,000
3/15/15 GOB ATHLETIC FIELDS	285,203	2,650,000
TOTAL CPA DEBT	484,053	4,980,000

ENTERPRISE FUND DEBT:

SEPTIC-	0.1%	BALANCE
8/1/2004 MWPAT	3,839	29,512
10/25/00 MWPAT	6,655	13,310
TOTAL SEPTIC DEBT	10,494	42,822

SEWER-	5.8%	BALANCE
9/15/12 SEWER	23,500	140,000
8/15/10 GOB SEWER	71,925	700,000
4/15/03 GOB SEWER	20,724	96,000
4/1/1987 USDA LOAN	6,600	6,000
10/15/09 GOB - SEWER (1/2 GF)	128,013	1,155,000
3/15/15 GOB SEWER I & I	12,250	65,000
3/15/15 GOB SEWER I & I	31,800	215,000
9/22/15 BAN I&I STUDY		75,000
TOTAL SEWER DEBT	294,812	2,452,000

WATER-	22.4%	BALANCE
8/10 GOB WELL	42,426	400,000
8/10 GOB METERS	10,150	-
8/10 GOB WATER TANK	57,168	550,000
4/15/03 GOB-LAND	4,957	27,000
3/1/01 GOB-TREATMENT FACILITY	62,820	-
2/12 GOB WATER TANK	42,294	430,000
2/12 GOB WATER METERS	17,350	60,000
2/12 GOB WATER MAIN-WEST	70,849	735,000
2/12 GOB WATER MAIN-MAIN	86,865	960,000
2/12 GOB VEHICLE	10,600	10,000
10/15/09 GOB-WATER TANK	26,813	50,000
10/15/09 GOB-VILLAGE ST WELL	43,925	375,000
10/15/09 GOB- INDUSTRIAL WELL	134,775	1,200,000
10/15/09 GOB-WATER METERS	119,963	420,000
1/7/15 MCWT GOB-WATER MAINS	101,968	1,440,381
03/15/15 GOB WATER MAINS	27042	180000
3/15/15 GOB EQUIPMENT	17900	85000
4/15/12 SRF INTERIM LOAN		500,000
5/1/15 SRF INTERIM LOAN		1,722,600
9/22/15 BAN WATER MAINS		264,898
TOTAL WATER DEBT	877,863	9,409,879

EMS-	0.2%	BALANCE
2/12 GOB AMBULANCE	34,200	90,000
TOTAL EMS DEBT	34,200	90,000

TOTAL DEBT

41,994,151

TOWN OF MEDWAY

Authorized and Unissued Debt Purpose	Date of Vote	Article Number	Amount Authorized	- Issued - Retired - Rescinded	= Unissued 6/30/2015
DRAINAGE PROJECT	06/14/10	3	300,000.00	130,000.00	170,000.00
HIGHWAY BARN STUDY	06/02/08	9	40,000.00	0.00	40,000.00
WATER MAINS	05/13/13	11	3,690,000.00	3,425,102.00	264,898.00
POLICE RADIO INFRASTRUCTURE	05/11/15	9	273,000.00	0.00	273,000.00
POLICE CRUISER COMPUTERS	05/11/15	9	55,000.00	0.00	55,000.00
LIBRARY CARPET REPLACEMENT	05/11/15	9	90,000.00	0.00	90,000.00
SIDEWALK PLOW	05/11/15	9	157,000.00	0.00	157,000.00
SCHOOL RENOVATION-DPS	05/11/15	9	150,000.00	0.00	150,000.00
WATER MAINS-BRENTWOOD	05/11/15	11	200,000.00	0.00	200,000.00
McGovern School Window Replacement	03/09/15	1	978,809.00	0.00	978,809.00
SEWER I & I	05/11/15	13	75,000.00	0.00	75,000.00
NEW DPS FACILITY DESIGN & PROJECT MGMT	05/11/15	16	1,100,000.00	0.00	1,100,000.00
ROUTE 109 ITEMS	05/11/15	17	500,000.00	0.00	500,000.00
					0.00
SUB -TOTAL Additional Sheet(s)					\$4,053,707.00

AGENDA

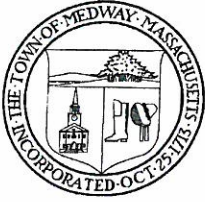
ITEM #3

Approval – Ecological Study for Adams Street Management Area – Conway School of Landscape Design

Associated back up materials attached.

- Memorandum from Bridget Graziano, Conservation Agent, dated September 9, 2015
- Draft acceptance letter to Kristin Thomas, Administrator, The Conway School Graduate Program in Sustainable Landscape Planning & Design
- *Proposed Management Goals for Medway's Open Space and Conservation Lands*
- *Conway School-Scope of Work for Adams Street Management Area*
- *Choate Park, Cassidy Fields, Medway High School Walking Trails*

Proposed motion: I move that the Board approve the proposal that the Conway School of Landscape Design complete an ecological study for Adams Street Management Area and that the matter be placed on the Fall Town Meeting warrant.



TOWN OF MEDWAY
Conservation Commission
155 Village Street
Medway, Massachusetts 02053

David Travalini, Chair
Ken McKay
Brian Snow
Scott Salvucci
Bridget Graziano, Agent

MEMORANDUM

To: Michael Boynton
Board of Selectmen

From: Bridget R. Graziano

Subject: Proposal for Conway School of Landscape Design to develop a Land Management Plan for the Adams Street Management Area

Date: September 9, 2015

The Conservation Commission and Open Space Committee have been working with the Conway School of Landscape Design to develop a proposal for a project to address land management and complete and ecological study of open space parcels in town. The Conway School of Landscape Design provides (at a cost) services to public and private lands owners, allowing enrolled Graduate Students to develop a plan for your land, based on a proposal submitted to the school for review and selection. In our case, the Conservation Commission (CC) and Open Space Committee (OSC) have begun drafting a proposal to the Conway School for the spring 2016 trimester. The project proposal requests that the Graduate Students review the chosen parcels of open space and provide a land management study and plan for these parcels based on the town goals and objectives for the open space. The areas chosen by CC and OSC consists of the newly acquired land along Adams Street, (parcel 29-020) where one athletic turf field was recently constructed and new trails connecting to Choate Park, tentatively being call the Adams Street Management Areas. The proposal also includes three additional parcels adjacent to one another that provides connecting trails to Choate Park (38-011, 47-032 and 39-074) making the total acreage to review approximately 100 acres. It was determined that these parcels provide valuable habitat for wildlife, passive recreation, consist of invasive species, valuable wetlands and forested areas that all require an active management plans. Our objective for this areas is to review what management opportunities are available to provide an improved experience for the public while managing the land appropriately for its ecology. The goal is to be active in the management of the land by reducing/eradicating invasive species, manage/improve meadow habitat (lacking in MA), improve passive recreation, improve wildlife habitat, and improved passive recreation opportunities. This will provide for an increased public enjoyment and it will showcase how the Town of Medway plays an active role in managing its lands appropriately with a plan based on land and its ecology.

Initially, David Nordstorm (Conway Schools Director) met with the Conservation Commission (with Open Space Committee members in attendance) at their April 9, 2015 meeting to discuss opportunities for Medway to submit a proposal for open space parcels and working with the Conway School. He reviewed the services provided and it was clear that the services offered by Conway School through use of Graduate Students is at a reduced cost (of \$6, 500) and the product is impressive.

The Conservation Commission and Open Space Committee drafted and approved, two supporting documents, (1) Proposed Management Goals for Medway's Open Space and Conservation Lands and (2)

Conway School - Proposed Scope of Work for Adams Street Management Area. The Conservation Commission voted to approve both documents on August 13, 2015 and Open Space voted to approve both documents on September 1, 2015.

Earlier this year, Tina Wright (of OSC and CPC) and I presented to the Community Preservation Committee (CPC) the proposal to conduct the land management study and plan for the Adams Street Management Areas and additional parcels, where we sought funding through CPC for this project for the total cost for this project of \$6,500. There was favorable interest it was agreed to move forwards with developing the proposal.

Most recently, we met with them again on September 8, 2015 to review new documents that would be provided to the students and support the proposal for a land management plan at the Adams Street Management Area. The following documents were included and provided to CPC;

1. Proposed Management Goals for Medway's Open Space and Conservation Lands
2. Conway School - Proposed Scope of Work for Adams Street Management Area
3. Conway Schools Work in Sherborn for a Land Management Plan for Barber Reservation

During this meeting with CPC it was discussed that this proposal would require a submission of a Warrant Article at the next Town Meeting (November 2015), approval/support of this Warrant Article from the Board of Selectmen, and final draft of the proposal to be provided to CPC prior to the October 5, 2015 meeting. CPC did state that they were general supportive of this proposal and requested that I return to their October 2015 meeting to review the meeting 3 items listed and request a vote of support for this Warrant Article.

At this time, the CC and OSC are asking the Board of Selectmen to support in adding this Warrant Article to the Fall Town Meeting and to support the efforts of the OSC and CC in pursuing this project for the the Adams Street Management Area and adjacent parcels.

-DRAFT-

Kristin Thomas, Studio 211 Administrator
The Conway School
Graduate Program in Sustainable Landscape Planning + Design
332 S. Deerfield Road, PO Box 179
Conway, MA 01341

September 17, 2015

Dear Kristin,

On behalf of the Medway Conservation Commission, Open Space Committee and Community Preservation Committee hereby invites the Conway School to conduct a student thesis project during spring semester of 2016. The Town is seeking a comprehensive resource inventory and an ecology-based management plan for the Adam Street Management Area, an open space area compiled of one parcel totaling approximately 47.88 acres of conservation lands in the town of Medway, Massachusetts. There are additional town-owned adjacent parcels that extend to Choate Park that should be taken into account as well. These parcels total approximately 40 additional acres of open space and connect the Adams Street parcel to Choate Park. Choate Park is one of Medway's historical jewels.

BACKGROUND/OVERVIEW

The Adam Street Management Areas is located within the central portion of Medway and extends from the northwestern portion of Adams street southeast with additional open space parcels that continue to extend southeast to Oak Street (Choate Park). Its most popular features are the Choate Parks recreational areas and an extensive trail system. The meadows were historically maintained with twice-annual hay mowing, and are believed to represent a surviving reminder of the full extent of agricultural activity on the property prior to acquisition by the town. Stone walls are present throughout the property and offer additional clues to the historical agricultural land use of the site.

This fifty-plus acre property was purchased by the Town of Medway using Community Preservation Funds in 2013. It encompasses an old haying field, wetlands, woodlands, trails and a recently completed turf field complex. This parcel now provides the connecting trails from Adams Street to Choate Park. The new trail through this newly acquired property has received a lot of activity and positive feedback from town residents.

The predominant vegetative cover is a regionally-typical upland mix of hardwoods and white pines. Some portions of this open space corridor were historically used for agriculture. The property known as Adam Street Management Areas extends from northwest portion of Adams Street to the southeast (this does not include the connector parcels which continue south east to Oak Street). There are uplands, open fields, forested areas, and portions that are seasonally wet, supporting red maples, white pines and shallow marshes. Beaver activity in the portion of the site which abuts the Medway High School, there is evidenced by the presence of lodges and by the resulting flooding and impacts to the vegetation.

Non-native invasive plant species, including buckthorn (growing in the open fields, garlic mustard, oriental bittersweet and multiflora rose pose a significant threat to both the ecological integrity and the recreational function of the reservation. Trail clearing and maintenance is conducted largely by a devoted group of volunteers under the leadership of the Open Space Committee.

PROJECT GOALS

Recently, three town groups have been collaborating on management plans for the town of Medway's open space, Medway Conservation Commission, Open Space Committee and Community Preservation Committee. For many years, the management of these lands has been lacking but the three groups are ready to begin taking an active initiative to start proper management of the land. A significant focus at recent meetings has been the crafting of a written set of guiding management principles for these lands. These guidelines have been completed and approved by the Conservation Commission and... The guidelines will serve as a framework for developing site-specific management plans for several parcels of conservation land in Medway. The Adam Street Management Area, as Medway's most popular and ecologically rich parcel of conservation land, is the logical first site for which a formalized management blueprint should be proposed. Hence, it is the focus of this Project Request.

Broadly speaking, the guiding management principles being drafted by the Open Space Committee and Conservation Commission embody the following concepts:

- Promote biodiversity
- Build, restore and protect ecosystem services
- Improvement of public awareness, engagement and education
- Creation of new corridors and linkages between public lands for wildlife passage and public use, reduction of possible habitat fragmentation
- Protection of Medway's Riverfront Areas and Agricultural History
- Management of Invasive Species (town lands and promote to public)

All these should be considered with the prefaces to consider how the proposal can be self-sustaining financial management options

All proposals should take into account:

- Preservation of ecosystem
- Improvement of public awareness, engagement and education
- Creation of new corridors and linkages between public lands for wildlife passage and public use, reduction of possible habitat fragmentation

SCOPE OF WORK

With the above approved guiding principles as a framework, the Medway Conservation Commission and Open Space Committee will be seeking both specific analysis and recommendations from the Conway School student team on the follow matters:

The town is requesting specific analysis and recommendations from the Conway School student team on:

- **Habitat mapping and boundaries** By reviewing aerial maps from the MassGIS server, other existing documentation, and with limited field research, the students will confirm the boundaries of distinct habitat types. Students will make observations regarding the health and condition of the habitats and make recommendations for maximizing habitat values. This should include development of several proposals for the meadow itself. These should include an estimate of the labor and monetary costs for maintenance for each option
- **Invasive species inventory and prioritized invasives management recommendations** Using existing data, plus limited field research, students will identify any "hot spots" of invasive species and recommend areas of high priority for invasives removal and control. Intervention strategies and time lines will be recommended for these locations.

- **Trail improvements and possible additions** - There are several ancillary potential trails that could be used/marked on the property. An assessment of the trails to utilize/mark/maintain would be required.
- **Forestry Stewardship Plan mapping** - A portion of the parcel is forested. An assessment of this area and potential uses/stewardship needs would be important.
- **Improvement to existing recreation opportunities and associated amenities** – This area is adjacent to several sports fields. An assessment and plan to direct and encourage visitors to the area is needed. As part of the initiative the slope from the north field would need to be restored to a more natural state, to provide a transition to the natural area would need to be included as part of the plan. This area is also next to the high school. Though should be given to the possibility of a site/arena being developed that could be used by the environmental classes.
- **Parking and entrance area re-design – at the northern end of the property.** This is a scenic road. Parking to complement the area for 3-6 cars is desired. It is anticipated that additional trails will be developed at a later date to the north and across the street of this property. The parking should take into account future trails and access from this location.
- **Promotion of Wildlife Habitat.** Biodiversity inventory use of BioMap 2 whether there are there possibilities based on the habitat present at the Adam Street Management Area to complete improvements to encourage new, rare wildlife or other important wildlife to provide a local benefit to the land and public.
- **General Maintenance.** Students to propose a generalized maintenance plan for this area, it should include trails maintenance, parking and activities (recreation-passive and active) and maintenance of trash.

Several documents previously prepared for the site will be made available to the Conway School team. Among them are Medway's 2010 Open Space and Recreation Plan, 2014/2015 Botanical Survey by Jim Wickis of Open Space Committee, a GPS map of existing trails by Charlie Ross of the Open Space Committee; Proposed Goals for Medway's Open Space and Conservation Lands; and the Town of Medway Master Plan.

The members of the Medway's Conservation Commission, Open Space Committee, and Community Preservation Committee believe that a Conway School student team would do an exemplary job of compiling a highly professional, beneficial report; one that will enable Medway to move ahead on an ecologically sound and sustainable path toward public land management.

We look forward to your response. Please feel free to contact us with your comments and questions.

Kind regards,

Bridget R. Graziano for the Medway Conservation Commission

Bridget Graziano: 508.533.3292, bgraziano@townofmedway.org

Tina Wright: 508.735.7711, tina.wright@tbrassociates.com

Proposed Management Goals for Medway's Open Space and Conservation Lands

- 1) Promote biodiversity**
 - a) Provide a carrying capacity level of habitats for native plants and wildlife
 - b) Promote vigorous forests with varied species and age classes using best management practices
 - c) Monitor and protect sensitive and declining populations and habitats
 - d) Avoid fragmentation and reduction in size of distinct or state-recognized habitat areas
 - e) Work to control invasive species to promote wildlife habitat and biodiversity where possible

- 2) Build, restore and protect natural resources to preserve ecosystem services**
 - a) Protect quality and quantity of ground and surface waters
 - b) Maintain and improve storm water attenuation and flood control capabilities
 - c) Consider harvest and use of natural products to support the local community when compatible with other goals

- 3) Promote public use, education and engagement**
 - a) Maintain and enhance passive recreation opportunities consistent with other goals
 - b) Recognize the value of public lands for scientific and cultural enrichment
 - c) Encourage the use of reservations by school, scout, and other groups for those purposes
 - d) Invite Medway residents to use their forests, fields, open space, conservation lands:
 - Promote awareness of public lands
 - Offer informational walks, educational classes, and maps and other materials
 - Explore opportunities to improve accessibility
 - Involve residents in the maintenance of these lands
 - Create land management plans for all parcels and conducted annual review of the management

- 4) Promote corridors and linkages between open spaces throughout Medway, with adjoining towns, and at the regional level to enhance both recreational opportunities and wildlife habitat**
 - a) Prioritize new trail establishment and trail improvement projects which promote linkages

- 5) Protect Medway's riverfront of the Charles River, preserve the agricultural history....**
 - a) Provide protection of the Charles River Watershed and continue to protect and restore the Riverfront Areas for public enjoyment and wildlife habitat
 - b) Preserve and enhance vistas from roads, trails and stone walls
 - c) Preserve and document stone walls, fields, and other resources of historic or cultural significance
 - d) Investigate/Research appropriate agricultural use of public lands consistent with other management goals

CONWAY SCHOOL-SCOPE OF WORK FOR ADAMS STREET MANAGEMENT AREA

The town is requesting specific analysis and recommendations from the Conway School student team on:

- **Habitat mapping and boundaries** By reviewing aerial maps from the MassGIS server, other existing documentation, and with limited field research, the students will confirm the boundaries of distinct habitat types. Students will make observations regarding the health and condition of the habitats and make recommendations for maximizing habitat values. This should include development of several proposals for the meadow itself. These should include an estimate of the labor and monetary costs for maintenance for each option
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- **Parking and entrance area re-design – at the northern end of the property.** This is a scenic road. Parking to complement the area for 3-6 cars is desired. It is anticipated that additional trails will be developed at a later date to the north and across the street of this property. The parking should take into account future trails and access from this location.
- **Promotion of Wildlife Habitat.** Biodiversity inventory use of BioMap 2 whether there are there possibilities based on the habitat present at the Briggs Management Area to complete improvements to encourage new, rare wildlife or other important wildlife to provide a local benefit to the land and public.

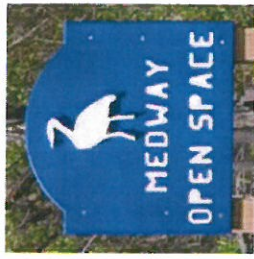


A well-traveled, groomed trail connects Medway's beloved Choate Park (and the adjacent Cassidy baseball fields) to Medway High School, its athletic fields, and the nearby Adams Street meadow and woods.

The complex includes a wide variety of habitats. Side trails provide an opportunity to experience the woods and natural wetlands close up.



CHOATE PARK, CASSIDY FIELDS, AND MEDWAY HIGH SCHOOL WALKING TRAILS

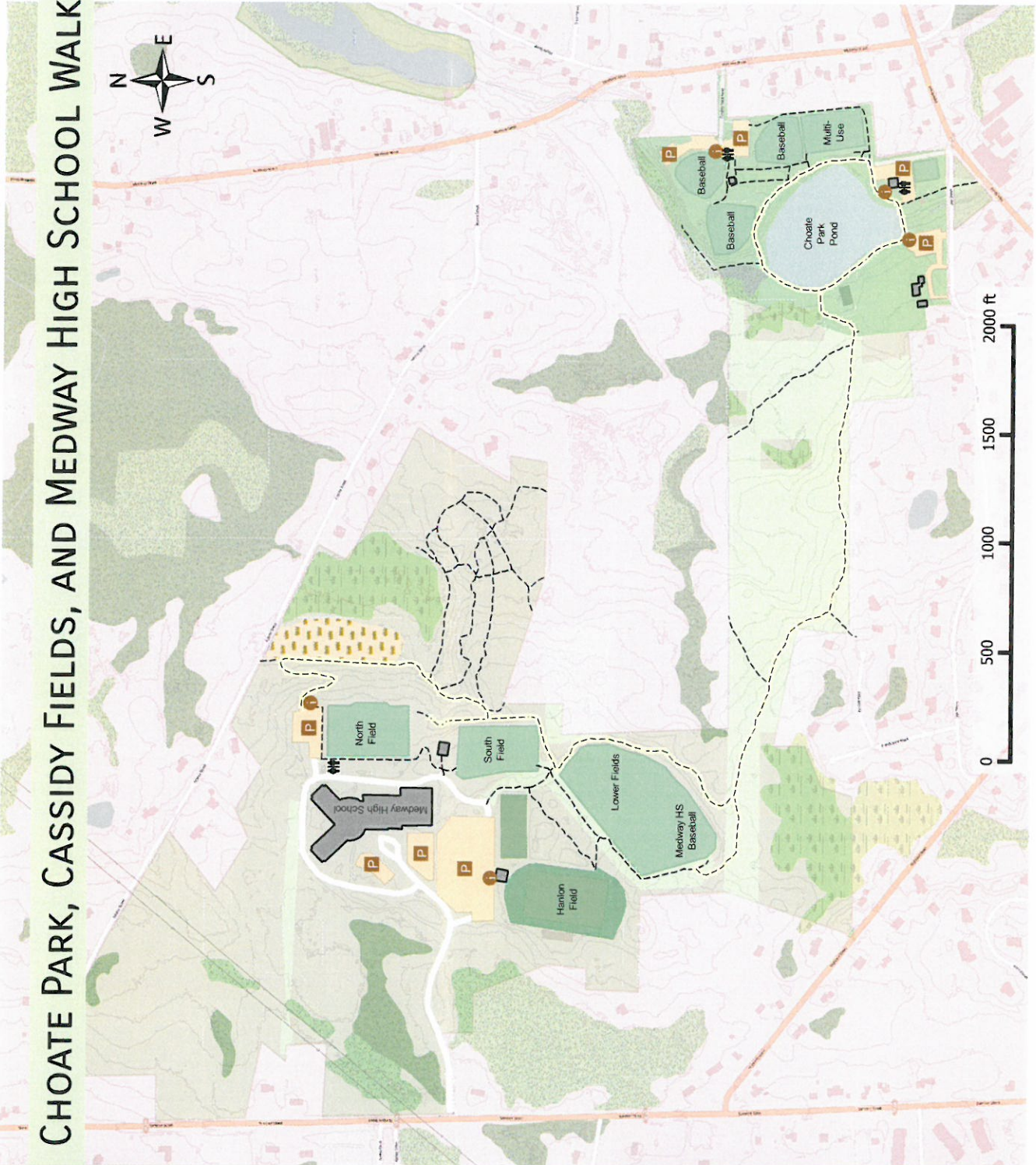


Legend

- Main Trail
- Other Trails
- Meadow
- Wetlands
- Fields
- Buildings
- Parking Lots
- Choate/Cassidy
- Town Property
- Information Kiosk

Prepared by:
 Medway Open Space Committee
 Version 1.0, September, 2015
 Portions © OpenStreetMap
<http://www.openstreetmap.org/?page=history&id=300009164&zoom=16>

Scan for Medway
 Open Space Info



AGENDA

ITEM #4

Discussion – Survey Results – Charge for Additional Recycling Carts

Associated back up materials attached.

- *Medway Trash and Recycling Program Comparison to Other Local Communities*
- *Cost Analysis for Additional Carts Only*

Proposed motion: I move that the Board vote to approve charging for additional carts going forward and charging all those with additional carts, past and future, the associated annual extra cart service cost.

Medway Trash and Recycling Program Comparison to Other Local Communities

	Medway	Ashland	Bellingham	Franklin	Holliston	Hopkinton	Medfield	Milford	Millis
Solid Waste Pickup Frequency	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	No Curbside	Weekly	No Curbside
Does solid waste have to be in bins for pickup?	No	No	Yes, 65 gal toter	Yes	No	No	N/A	No	N/A
Recycling Pickup Frequency	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Weekly	Bi-Weekly	N/A	Bi-Weekly	N/A
Recycle Truck Staff (1 man, 2 man?)	1 man	1 man	1 man	1 man	1 man		N/A	1 man	N/A
What size recycling bin do you use?	96 gallon	14 gallon (town provided). Anything larger, resident obtains on their own.	96 gallon	65 gallon	Any, just needs a recycle label	Residents can use any type of bin	N/A	18 Gallon	N/A
Do you offer more than one size of bin?	Yes	No	Smaller sizes are available for seniors	yes	No, but residents can use anything as a bin if labeled.	N/A	N/A	No	N/A
If "YES", How much do you charge for each size?	Free	\$5	We have a senior discount rate which is about 40% of the full rate.	less \$20 for 35g	Free	N/A	N/A	N/A	N/A
Do You Charge For Additional Recycling Bins/Carts?	No	Yes	We have a two family and three family rate. If you want an extra bin you pay the higher rate.	Yes	No	N/A	N/A	Yes	N/A
If "YES", How Much?	N/A	\$5	See above.	\$75/yr residential, \$100/yr commercial	N/A	N/A	N/A	\$7.00	N/A
Recycling Rate FY14 (Curbside Only)	27.73%	31%		33.50%	47.02% (with compost)		N/A	32%	N/A
Recycling Rate FY15 (Curbside Only)	32.30%	32%		38.00%	47.36% (with compost)		N/A	TBD	N/A

Pay-as-you-throw Program?	Yes, yellow bags	Yes, orange bags	No	No	Yes	No, but two 39-gal barrel limit	N/A	No, but 4 item limit (bag or barrel <35 gal)	Yes, blue bags
If "YES", how much per bag?	\$1.50/30gal, \$0.75/15gal	\$1.80/33gal, \$1.05/14gal	N/A	N/A	1st free, then \$2.00 a sticker per bag or barrel	N/A	N/A	N/A	\$1.75/ea
Single Stream Automated?	Yes	Single Stream/Semi-automated	Yes	Yes	No	No	N/A	No	N/A
Recycle Center Hours	Summer Hours -Wed. 4-7, Sat & Sun 8-3, Winter Hours - Wed 12-3, Sat & Sun 8-3.	No Recycle Center, but limited Hazardous Waste collection the 1st Saturday of month - 9a-12noon	Summer Hours - Sat. 8-4, Sun 8-2, Winter Hours - Sat. 8-4.	Summer Hours - Tue. 12-3, Fri & Sat 8-3, Sun 9-1, Winter Hours - Fri & Sat 8-3, Sun 9-1.	Sat 8-3 (year round)	Sat 7:30-3 (year round)	April - Wed, Fri, Sat, & Sun 9-4, July-Aug - Wed. 9-7, Fri & Sat 9-4, November - Wed, Fri, Sat, & Sun 9-4, December-March - Wed. 9-4, Fri & Sat 9-4.	Summer Hours - Thu. 10-4, Fri & Sat 8-4, Sun 10-4, Winter Hours - Sat - 8-4, Sun 10-4.	Summer Hours - Sat. 8-11, 12:30-3:30, Wed. 12:30-4, Winter Hours - Sat. 8-11, 12:30-3:30, Wed. 12:30-6:45.
Recycle Center Amenities	Free disposal of (Single Stream, Rigid Plastic, Styrofoam, Scrap Metal, Yard Waste, Tires, Mercury, Batteries, Clothes)	Free disposal of motor-oil, oil-based paints/stains, contained Mercury, fluorescent tubes & CFLs, rechargeable/button batteries	Free disposal of White Goods, Batteries, Scrap Metal, Yard Waste, Tires, Paint, Mercury.	Free Disposal of Commingle, Cardboard, Scrap Metal, Yard Waste, Electronics, Oil, Auto Coolant, Bulbs, Mercury, Styrofoam, Bulk, Haz Waste, Rigid Plastic, Ink Cartridges, Xmas Lights, Clothes. \$20 per Bulk Item (large indoor furniture). \$30 per White Good.	Scrap Metal, Cardboard, Yard Waste, CRT's, bulbs.	Free Disposal of Commingle, Paper/Cardboard, car & boat Batteries, Clothing, Yard Waste. (Once a month White Metal drop off at Highway Garage). NO Freon items accepted.	Single Stream Recycling, Rigid Plastic, Clothing, White Goods, Yard Waste, Electronics.	Yard Waste, Bulbs, Paint	Paper, Commingle, Scrap Metal, Books, Yard Waste, Batteries, Clothing,
Curbside Amenities	Free Disposal of Bulk Item (1 per week) and Special Item (metal/electronic, unlimited every Tuesday)	Free Disposal of Bulk and White Goods	Free disposal of one bulk item (mattresses, sofa's etc.) per week and white goods.	NOT FREE tv/appliance/mattresses/wood furniture \$20 per item.	Free disposal of bulk (furniture, mattresses, appliances, doors, water heaters and tires). \$2 per bundle carpet or clean wood.	Free disposal of one bulk item per week; scheduling pickup is recommended	N/A	Free disposal of one bulk item per week (couch, chair, desk, mattress, box spring)	N/A
Annual Charge/Fees	\$250/yr	\$148/yr	\$340	\$216/yr plus \$25 Recycle Center Sticker	\$0 (First year with no fee, previously it was \$75 year)	\$0	Transfer Station Sticker - \$50 first vehicle for 2 years, \$25 for 2nd vehicle.	Transfer Station \$20 1st vehicle, then \$10 each addtl.	\$85.00 permit to transfer station, \$8.00 each addtl.
Last Year Fees Were Increased	Never	2011	no	no	N/A	unsure	1995-ish	No	2015

Are Fee Increases Done Annually?	No	No	Reviewed annually but haven't been increased since 2010	changes are sometimes they go down	N/A	N/A	No	No	Yes
Do You Offer Senior/Elder Discounts? (if "YES", what age?)	Yes and No, grandfathered discontinued program, but new financial based lifeline program 25% discount	Yes, \$78, age 65	Age 65, approximately 40% of the full rate	No, but offer a Lifeline program financially based, 25% discount.	Yes, 6 free stickers per fiscal year owner occupied	No	No	No	Yes, \$30 for a permit to transfer station 62 yrs old.
Annual Solid Waster Budget (Salaries & Expenses) FY14	\$1,337,592.17	\$1,185,612.00	\$1,531,323	\$1,838,171	1,054,260.00 (salaries not included)	\$1,028,000.00	\$633,389.00	\$1,647,975.00	\$166,386.00
Annual Solid Waster Budget (Salaries & Expenses) FY15	\$1,239,443.00	\$1,157,524.00	\$1,605,080	\$2,016,201.00	1,063,762.00 (salaries not included)	\$1,056,460.00	\$646,838.00	\$1,667,565.00	\$167,209.00
Annual Solid Waster Budget (Salaries & Expenses) FY16	\$1,382,610.66	\$1,162,650.00	\$1,606,702.00	\$1,838,529.00	\$1,029,710.00	\$1,004,460.00	\$590,275.00	\$1,577,410.00	
FY16 Salaries Only	\$326,048.00	\$25,650.00 (One 50% admin salary and one part time transfer station employee)	\$34,300.00	\$63,779.00	\$0.00 (No Salaries allocated, town admin dept runs program.)	\$8,000.00	\$198,414.00	\$62,000.00 (Six part time salaries)	?
Enterprise Fund or General Fund?	Enterprise	Enterprise	Enterprise	Enterprise	General	General	General	General	General

If Enterprise Fund, current retained earnings?	\$1,047,309.00		\$0.00		N/A	N/A	N/A	N/A	N/A
Population 2014	13,184	17,312	16,770	32,065	14,388	16,311	12,394	28,439	8,099
Cost of FY16 Solid Waste Mgmt per capita	\$104.87	\$67.16	\$95.81	\$57.34	\$71.57	\$61.58	\$47.63	\$55.47	\$20.65 (based on FY15 budget)
Is Your Landfill Capped?	No	Yes	yes	Yes	yes	N/A	Yes	Yes	Yes
Do You Pick Up Yard Waste Curbside?	No	Yes	Yes	Yes	Once a year in the fall	No	No	No	N/A
Do you have any educational programs with the schools on recycling?	Yes, green club, composting.	No	yes	not sure	Yes – Environmental Club at H.S. and M.S. Green team	No	Yes, mercury demo	No	No

Cost Analysis of Additional Carts Only (not first cart)

	Cost	Comments
Extra Cart (Supply)	\$21.67/yr (\$65 total over 3 years amortization)	Initial cart order (first carts) were \$52 each. All additional carts are \$65. Carts are amortized over 3 years.
Extra Cart (Service)	\$35.52/yr	Cost to service each cart. This cost is the same for first carts, and each additional cart. In FY17, the service cost per cart per year will increase by \$1.56. In future years the service cost will be dependent on our next contract negotiation.
Total Extra Carts	337	Total purchased and delivered through 9/08/15. Unused Inventory is not included here. We update this total count quarterly with Waste Management and Town's monthly bills are adjusted accordingly.
Total Extra Cart Supply Cost	\$21,905.00	This cost is spread out over the life of the contract. As a new cart order is placed, the cost of that order is amortized over the remaining months of the contract which ends June 30 th , 2017. This is not an annual figure, it is a total cost of all extra carts purchased to date. Shipping is not included in this figure.
Total Extra Cart Service Cost	\$11,970.24/yr	Cost for Service Only. This cost continues as long as the carts remain in service, whether they are rolled out to the curb each week or not.

AGENDA

ITEM #5

**Authorization of Chairman to
Execute Contract for Owner's
Project Manager Services – New
DPS Facility – Compass Project
Management, Inc. –
\$404,252 [base contract]**

Associated back up materials attached.

- **Contract**

Proposed motion: I move that the Board authorize the Chairman to execute the base contract for Owner's Project Manager services with Compass Project Management, Inc. in the amount of \$404,252 and to further accept hourly charges and rates and reimbursement costs as stipulated.

CONTRACT FOR PROJECT MANAGEMENT SERVICES

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

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

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

OWNER

OWNER'S PROJECT MANAGER

(print name)

Timothy Bonfatti
(print name)

(print title)

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

By: _____
(signature)

By: 
(signature)

Date: _____

Date: 9/8/15

(Attach Certificate of Vote of Authorization)

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ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

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

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

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

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

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

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

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

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

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

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

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

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

4.4 Intentionally Omitted.

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

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

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

ARTICLE 5: SUBCONSULTANTS

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

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

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

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

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

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

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

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

ARTICLE 7: COMPENSATION

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

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

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

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

ARTICLE 8: BASIC SERVICES

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

8.1 Project Management (For All Phases)

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

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

8.1.1.1 Intentionally Omitted.

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

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

8.1.2 Project Control.

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

8.1.2.1 Project Budget.

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

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

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

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

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

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

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

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

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

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

8.1.2.3 Project Schedule.

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

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

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

8.1.2.4 Construction Schedule

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

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

8.1.3 Monthly Progress Report.

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

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

8.1.4 Change Order and Claims Administration

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

8.1.4.1 Change Order Administration

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

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

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

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

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

8.1.4.2 Claims and Disputes Management

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

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

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

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

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

8.1.5 MBE/WBE Compliance Monitoring (All Phases)

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

8.1.6 Site Investigations and Environmental Testing

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

8.1.7 Project Records and Reports (All Phases)

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

8.2 Pre-Design/Schematic Design Phase

8.2.1 Designer Selection

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

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Owner guidelines and submit to the Owner for review and approval prior to advertising.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Owner's designated evaluation committee.
- 8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

8.2.2 Schematic Design

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

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

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

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

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

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

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

8.3 Design Development

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

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

8.3.4 Intentionally omitted.

8.4 Construction Documents

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

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

8.4.2 Intentionally Omitted.

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

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

8.4.5 Intentionally omitted.

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

8.5 Bidding Phase

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

8.6 Construction

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

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

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

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

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

8.7 Completion Phase

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

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

- 9.2.8 Upon the Owner's request, the Owner's Project Manager shall provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
- 9.2.9 Upon the Owner's request, the Owner's Project Manager shall administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
- 9.2.9 Upon the Owner's request, the Owner's Project Manager shall coordinate the timely review of the design between the Designer and the Commissioning Consultant. The Owner's Project Manager shall be responsible for providing the necessary documents to the Commissioning Consultant for its review, distributing review comments made to the Designer and Owner and coordinate the timely resolution and incorporation of the Commissioning Consultant's recommendations. The Owner's Project Manager shall not be responsible for the Commissioning Consultant's performance, but if the Owner's Project Manager becomes aware of any performance or lack of performance issues with the Commissioning Consultant, the Owner's Project Manager shall immediately notify the Owner of such issues.
- 9.2.10 Upon the Owner's request, the Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.
- 9.2.11 Upon the Owner's request, the Owner's Project Manager shall schedule the Commissioning Consultant, as required to support the construction schedule, to provide commissioning services and reports as required.
- 9.2.12 Providing other services requested by the Owner that are not included as Basic Services pursuant to this Contract.
- 9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

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

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

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

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

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

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment

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

12.2 Suspension

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

12.3 Termination

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

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

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

ARTICLE 13: NOTICES

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

ARTICLE 14: INDEMNIFICATION OF OWNER

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

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

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

ARTICLE 15: INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.8 Professional Liability

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

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

15.9 Liability of the Owner's Project Manager

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

15.10 Waiver of Subrogation

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

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

ARTICLE 17: MISCELLANEOUS

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

- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
- 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

PAYMENT SCHEDULE

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

Hourly Rate Schedule

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

Services and schedule shall be per Exhibit A attached.

ATTACHMENT B

KEY PERSONNEL

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

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

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

EXHIBIT A

Fee Calculation
 Medway DPS Garage
 07-15-15

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

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

	Fee by Phase	
	2015/2016	2016/2017
Project Director	\$ 27,165	\$ 19,516
Project Manager	\$ 20,180	\$ 75,834
Asst. Project Manager	\$ 32,598	\$ 42,378
Construction Site Mgr	\$ 19,608	\$ 154,413
Admin / Accounting	\$ 5,311	\$ 7,249
Hourly Fee by Phase	\$ 104,862	\$ 299,390
Avg. Monthly Fee	\$ 9,533	\$ 23,030

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

EXHIBIT A



Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

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


CERTIFICATE OF NON-COLLUSION

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

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

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

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



Signature of individual submitting bid or proposal

Compass Project Management, Inc.

Name of Business (please type or print)

CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

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

Individual

Signature Date

Name (please print or type) Social Security Number

Corporate

Compass Project Management, Inc.

Corporate Name (please print or type)

 _____
Signature of Corporate Officer Date

Timothy J. Bonfatti President

Name of Corporate Officer (please print or type) Title

26 - 3959248

Taxpayer Identification Number

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

CERTIFICATE OF AUTHORITY

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

Was voted that:

Timothy J. Bonfatti, President

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

Shall be valid and binding upon this company.

A true copy,

ATTEST:

TITLE:

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

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

And that Timothy J. Bonfatti is duly elected President

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


(CLERK)

AGENDA ITEM #6

**Approval –
Designation as Special Municipal
Employees –
Tax Valuation Consultant and
Exelon Tax Consultant**

Associated back up materials attached.

- **Correspondence from George Sansoucy dated August 31, 2015.**

Proposed motion: I move that the Board approve designating the positions of tax valuation consultant and Exelon tax consultant as Special Municipal Employees.



George E. Sansoucy, PE, LLC
Engineers & Appraisers

August 27, 2015

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

RE: Special Municipal Employee

Dear Michael:

As you know, I currently provide expert appraisal services for the Town of Medway. The purpose of this correspondence is to request that you ask the Medway Board of Selectmen to designate the position that I hold with the Town – outside expert appraiser – as a “special municipal employee” position. The background concerning this request is as follows.

In addition to providing expert appraisal services for the Town, I provide expert appraisal services for the Commonwealth’s Department of Revenue (“DOR”). As part of my work for the DOR, I make recommended valuations for telecommunication property that is subject to the provisions of the “central valuation statute” set forth at G.L. c. 59, § 39.¹ Municipalities are required to use the DOR’s central valuation for local taxation purposes. Therefore, the Town of Medway has an interest in the work that I perform for the DOR. Attached for your records, please find a formal disclosure of my work for the DOR (of which, I believe, you have been aware).

I have requested an opinion from the State Ethics Commission as to whether I may perform central valuation work for the DOR and also continue to provide expert appraisal services for Medway. In response, the State Ethics Commission advised that I may continue to do so, provided that the position I hold for the Town of Medway – outside expert appraiser – is designated by the Board of Selectmen as a “special municipal employee” position. To qualify as a “special municipal employee,” I must be permitted by the Town to be engaged in private employment during normal working hours, and I must not be paid by the Town for more than 800 working hours during the preceding 365 days. I am confident that I meet the requirements to

¹ Please note that the valuation work I perform for the DOR concerns property that is different than the property I value for the Town of Medway. **George E. Sansoucy, PE, LLC**

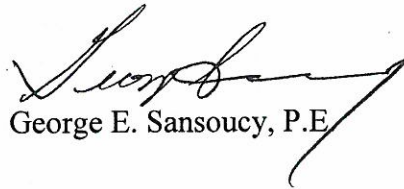
Mr. Michael Boynton
August 27, 2015
Page 2

be designated a "special municipal employee." Please note that the DOR already has designated me as a "special state employee," which has similar requirements.

Based on the foregoing, I request that the position I hold for the Town of Medway be designated as a special municipal employee. Thank you very much for your consideration of the foregoing, and please do not hesitate to contact me with any questions or concerns.

Very truly yours,

GEORGE E. SANSOUCY, P.E., LLC





George E. Sansoucy, P.E.

Enclosure

cc: Barbara Saint Andre, Esq.
Petrini & Associates, P.C.

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	George E. Sansoucy
Title or Position:	Outside Expert Assessor
Agency/Department:	Town of Medway, Town Administrator
Agency address:	Michael Boynton, Town Administrator Town of Medway 155 Village Street Medway, MA 02053
Office Phone:	603-788-4000
Office E-mail:	gsansoucy@sansoucy.com
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	<p>I work as an outside expert assessor for the Town of Medway. In that capacity I make recommendations for the valuation of certain property. I additionally provide expert witness services on behalf of the Town of Medway concerning my recommended valuations.</p> <p>I additionally work as an outside expert assessor for the Department of Revenue for the Commonwealth of Massachusetts ("DOR"). In that capacity, I make recommendations for the valuation of telecommunication property that is subject to the provisions of the "central valuation statute" set forth at G.L. c. 59, § 39. I additionally provide expert witness services on behalf of the DOR concerning my recommended valuations.</p> <p>Pursuant to G.L. c. 59, § 39, municipalities, including the Town of Medway, are required to use the DOR's central valuation of telecommunication property for local taxation purposes. Accordingly, the Town of Medway has interest in the outcome of my work for the DOR.</p>

What responsibility do you have for taking action or making a decision?	With respect to my work for the DOR, I am responsible for making the recommended valuations, but those valuations must be reviewed and adopted by the DOR. I also am responsible for the substance of any expert work I perform on behalf of the DOR.
Explain your relationship or affiliation to the person or organization.	I act as an outside expert assessor for the DOR.
How do your official actions or decision matter to the person or organization?	With respect to my work for the DOR, I make recommendations for the valuation of telecommunication property that is subject to the provisions of the "central valuation statute" set forth at G.L. c. 59, § 39. Those valuations are reviewed by the DOR, and often are adopted. I additionally provide expert witness services on behalf of the DOR concerning my recommended valuations. Pursuant to G.L. c. 59, § 39, municipalities, including the Town of Medway, are required to use the DOR's valuation of the centrally valued property for local taxation purposes. Accordingly, the Town of Medway has an interest in the outcome of my work for the DOR.
Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	The valuation work I perform for the DOR concerns property that is different than the property I value for the Town of Medway. The valuations that I develop for the DOR are driven by formulas, and I do not increase or decrease any valuation based on whether or not I perform work for the municipality in which the centrally valued property is located.
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	
Date:	8/27/15 

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

REVISED:

AGENDA ITEM #7

Approval – One-Day Liquor License Applications

- a. Katherine Greene - Thayer Homestead – October 3, 2015
- b. Dawn Jasper – Thayer Homestead – October 10, 2015
- c. Lupe Lomeli/Nick Biello - Thayer Homestead – October 18, 2015
- d. Medway VFW Post 1526 – 123 Holliston Street – “Blanket license”

Associated back up materials attached.

- Applications
- Police Chief's recommendations

Proposed motion: I move that the Board approve one-day all alcohol licenses for Katherine Greene and Dawn Jasper and one-day wine & malt licenses for Lupe Lomeli/Nick Biello and the Medway VFW Post 1526 as outlined subject to fulfillment of the Police Chief's recommendations and receipt of all insurance documentation.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol [X] Wine and Malt []

Event [Smith Sparacino Bridal Shower]

Name of Organization/Applicant [Katherine Greene]

Address [8 Cutler Street, Bellingham, MA]

FID# []

Phone [508 843-4896] Fax [] Email [katherinegreene10@gmail.com]

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

Event Location [Thayer Homestead]

Event Date [10/3/15]

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

Is event open to the general public? Y [] N [X]

Estimated attendance [50 people]

Will there be an age restriction? Y [X] N []

Minimum age allowed: [27]

How, where and by whom will ID's be checked? Only adults are invited to this event ²¹⁺₁

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

Price structure: _____

Alcohol server(s) _____

Attach Proof of Alcohol Server Training

This is a wine & beer tasting with a self-serve table of beverages

Provisions for Security, Detail Officer _____

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

Experience server at two restaurants in past

The following may be required:

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

Date of Application 8/27/13

Applicant's Signature (see final page)

Applicant's Name Katherine Greene

Address 8 Cutler Street, Bellingham, WA

Phone 508 843-4896 Fax () _____ Email katherinegreene10@gmail.com

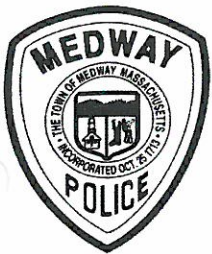
The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



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

September 6

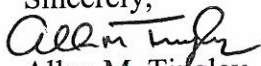
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Katherine Greene for a one day liquor license for a bridal shower, to be held at the Thayer House, 2B Oak Street, on October 3, 2015. I approve of the issuance of this one day liquor license with the stipulation the wine/beer will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be a responsible adult with some knowledge of Mass. Liquor Laws, who will be checking ID's of individuals served beer or wine at this event. There will be no on-street parking on Mechanic Street and Oak Street during this event.

Sincerely,


Allen M. Tingley
Chief of Police



Certificate of Insurance

This is to certify that ANDREW GREENE AND KATHERINE GREENE is insured for the coverage and Name of Policyholder (s)

provisions of a Home policy under H31-218-329328-71 (Type of Policy) (Policy Number)

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

THE TOWN OF MEDWAY / THAYER HOMESTEAD, 2B OAK STREET, MEDWAY, MA 02053

(Name and/or Address of Location)

for the following specific period of time 10/03/2015 and is subject to all terms, exclusions and conditions of the above (Date of Event) policy.

Personal Liability Limit \$ 300,000

Medical Payments to Others Limit \$ 1,000

Mail address if different from property address.

ANDREW GREENE
KATHERINE GREENE
8 CUTLER ST
BELLINGHAM MA 02019-1251

This certification or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Dexter R. Feag SECRETARY

Dave M. Gray PRESIDENT

Date 09/04/2015

Countersigned by: [Signature] Authorized Representative



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol Wine and Malt and one "signature drink" (lemonade w/ vodka)

Event Wedding

Name of Organization/Applicant Dawn Jasper

Address 118 Woodland Ave Milford MA 01757

FID# _____

Phone (508) 446-7871 Fax () _____ Email Dawnjasper@yahoo.com

Non-Profit Organization Y _____ N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 10/10/15

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

5 pm - 11 pm

Is event open to the general public? Y _____ N

Estimated attendance 160

Will there be an age restriction? Y _____ N

Minimum age allowed:

How, where and by whom will ID's be checked? At the bar by
bartender before serving

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

Price structure: Beer - \$2.00 Wine - \$3.00

Alcohol server(s)

Attach Proof of Alcohol Server Training

Amanda Reneau

Provisions for Security, Detail Officer _____

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 9-8-15

Applicant's Signature Dawn Jasper

Applicant's Name Dawn Jasper

Address 118 Woodland Ave Milford MA 01757

Phone 508 446-7871 Fax () _____ Email Dawnjasper@yahoo.com

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date



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

September 9, 2015

To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One-Day Liquor request – Thayer House – Vin Bin Package Store (Jasper Wedding)

I have reviewed the application for the one day liquor license for the Jasper wedding reception scheduled for May 10, 2015 at the Thayer House.

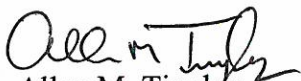
I approve of the issuing of the permits with the following condition.

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

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. All alcohol served at the event will be purchased from a licensed wholesale distributor as specified on the one-day liquor license application and required by the Alcohol Beverage Control Commission. Alcohol service will be provided by Amanda Bongiorno and Marcus Ritter, both bartenders are ServSafe Alcohol trained

One Police Detail Officer will be hired for a minimum of four hours to assist with and control parking for this event. The applicant estimates 160 people will be attending this event which has the potential to create traffic and parking issues within the area.

Respectfully Submitted


Allen M. Tingley
Chief of Police



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
REVISED

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	L & S Boule Insurance Agency Inc 158 Main Street P.O. Box 63 Marlborough, MA 01752	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	Belladora Corp dba The Vin Bin 91 Main Street Marlborough, MA 01752	INSURER(S) AFFORDING COVERAGE	
		INSURER A:	MAIN STREET AMERICA ASSURANCE CO
		INSURER B:	ARBELLA PROTECTION
		INSURER C:	Aspen Specialty Ins Co
		INSURER D:	Hospitality Mutual
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BPF4619Y	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			1020011478	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			IMA699045	09/15/2014	09/15/2015	\$1,000,000/\$1,000,000
D	Liquor Liability			TBI	09/15/2015	09/15/2016	\$1,000,000/\$2,000,000

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

The Town of Medway is named as Additional Insured with respect to event to be held at Thayer Homestead, 2B Oak Street, Medway on October 10, 2015

CERTIFICATE HOLDER

CANCELLATION

Thayer Homestead Home
2B Oak St
Medway, MA 02053

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

AUTHORIZED REPRESENTATIVE

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Congratulations!

You have successfully completed the ServSafe Alcohol[®] Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

This card is valid for 2 years from the date of issuance. It is not valid if you do not maintain your certification by completing the ServSafe Alcohol recertification program. For more information, visit www.servsafe.com.

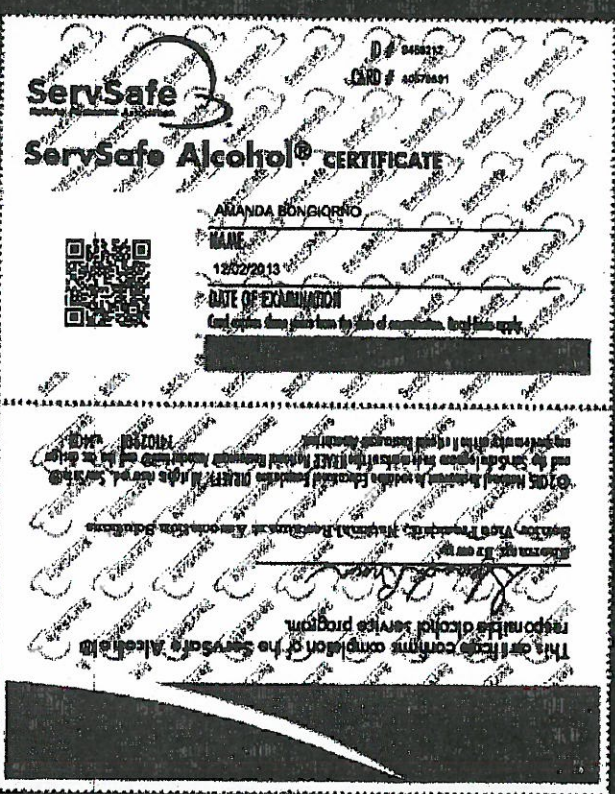
This card is valid for 2 years from the date of issuance. It is not valid if you do not maintain your certification by completing the ServSafe Alcohol recertification program. For more information, visit www.servsafe.com.

Thank you!

[Signature]

Director of Certification

1000 North Dearborn Street, Suite 1500



ServSafe
Responsible Alcohol Service Training and Certification Program

ServSafe Alcohol[®] CERTIFICATE

AMANDA BONCIORNO

NAME

12/02/2013

DATE OF EXAMINATION

Completion date plus two to date of expiration. See the app.

[Signature]

This certificate confirms completion of the ServSafe Alcohol[®] responsible alcohol service program.

www.servsafe.com
[ServSafe.com](http://www.servsafe.com)
ServiceCenter@restaurant.org
 800.765.2122, ext. 6700

NATIONAL
RESTAURANT
ASSOCIATION

175 West Jackson Boulevard,
Suite 1500
Chicago, IL 60604-1814
1.800.SERVSAFE
312.715.1010 or the Chicago office
at www.servsafe.com

©2013 National Restaurant Association. All rights reserved.
 This is an official ServSafe Alcohol Certification Card and is not valid if you do not maintain your certification by completing the ServSafe Alcohol recertification program. For more information, visit www.servsafe.com.

Congratulations!

At the time of your purchase, you were automatically enrolled in the ServSafe Alcohol program. This program is designed to help you understand the laws and regulations that govern the sale of alcohol in your state. You will receive a ServSafe Alcohol certificate upon successful completion of the program. This certificate is valid for 5 years. You will receive a notification when your certificate expires. You can renew your certificate online or by mail. For more information, visit www.servsafe.com.

ServSafe
The National Alcohol Beverage Industry Training Program

ServSafe Alcohol® CERTIFICATE

MARCUS BITTER

HAIR

STITCHES

DATE OF EXPIRATION

For updates from your local law of jurisdiction, visit www.servsafe.com.

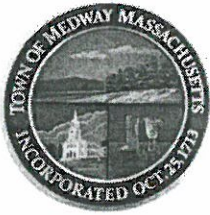
01 / 2015

005 / 150000

© 2015 National Alcohol Beverage Industry Training Program (NABITP). All rights reserved. ServSafe and the ServSafe logo are trademarks of the NABITP. ServSafe Alcohol is a registered trademark of the National Alcohol Beverage Industry Training Program.

Authorized for use by
[Signature]
Secretary, Virginia Department of Alcoholic Beverage Control

Available alcohol service program



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt

Event DAUGHTER'S 1ST BIRTHDAY PARTY

Name of Organization/Applicant LUPE LOMELI + NICK BIELLO

Address 34 PLEASANT ST. MILFORD, MA 01757

FID# _____

Phone (617) 438-3121 Fax () _____ Email Nick.Jeanico@gmail.com

Non-Profit Organization Y _____ N _____ N/A

Attach non-profit certificate of exemption

Event Location THAYER HOMESTEAD

Event Date SUN., OCT. 18, 2015

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

Is event open to the general public? Y _____ N

Estimated attendance 80

Will there be an age restriction? Y _____ N

Minimum age allowed:

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

Is there a charge for the beverages? Y _____ N

Price structure: _____

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

Provisions for Security, Detail Officer N/A

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

Experience _____

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

Date of Application 9/1/15

Applicant's Signature Nick Biello

Applicant's Name Nick Biello

Address 34 Pleasant St Milford, MA

Phone (617-438-3121) Fax () _____ Email Nick.JLamico@gmail.com

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

Police Department _____
315 Village St _____ Date _____

Fire Department _____
44 Milford St _____ Date _____

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

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



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

September 1, 2015

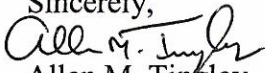
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

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

I have reviewed the request from Lupe Lomeli and Nick Biello for a one day liquor license for their daughters 1st Birthday Party, to be held at the Thayer House, 2B Oak Street, on October 18, 2015. I approve of the issuance of this one day liquor license with the stipulation that the wine and beer will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street, additional parking can be found at the Choate Park Complex. A responsible adult with some knowledge of Mass. Liquor laws will be checking ID's of individuals served beer and wine at the party.

Sincerely,


Allen M. Tingley
Chief of Police

DECLARATIONS / PERSONAL UMBRELLA POLICY

CONTINUATION CERTIFICATE

THIS CERTIFICATE CONTINUES YOUR POLICY IN FORCE FOR THE PERIOD SHOWN. IT WILL BECOME EFFECTIVE ONLY IF THE REQUIRED PREMIUM IS PAID BY THE "FROM" DATE STATED. THE REQUIRED PREMIUM WILL BE BILLED SEPARATELY. PLEASE ATTACH THIS CERTIFICATE TO YOUR POLICY.



POLICY NUMBER: 59841400002 UMB MA
TRANSACTION ID: 5629540051
PROCESS DATE: 12/08/2014

NAMED INSURED AND MAILING ADDRESS

NICHOLAS W BIELLO
34 PLEASANT STREET
MILFORD, MA 01757

AGENT CODE #: 44-3333 **PHONE:** (617)471-5010
ALBERT J MARCHIONNE INS
11 INDEPENDENCE AVE
QUINCY, MA 02169

Policy Period: From: 01/20/2015 To: 01/20/2016
12:01 A.M. Standard Time at the address of the Named Insured as stated above.

Residence premises covered by this policy are located at the above address, unless otherwise stated:

RATING TERRITORY: A
SELF-INSURED RETENTION: \$ 500 per loss
POLICY LIMIT: \$1,000,000 per loss **POLICY PREMIUM:** \$ 372

REQUIRED UNDERLYING INSURANCE AND LIMITS - You agree that the Underlying Insurance policies listed below:

- (1) are in force and will be continued in force during the entire **policy period** of this policy for at least the limits shown; and
- (2) insure all **autos, motorized land vehicles** and watercraft owned or leased by you and all premises owned or occupied by you or held for rental by you unless specifically excluded under this policy. Newly acquired exposures must be added to this policy within 30 days

B. The underlying limits shown below for automobile liability must be maintained for **autos** provided for the regular use of any **insured**.

<u>TYPE OF POLICY OR COVERAGE AND REQUIRED UNDERLYING LIMITS</u>	<u>Company</u>	<u>Policy Number</u>
1. AUTOMOBILE LIABILITY \$300,000 combined single limit or \$250,000/\$500,000 bodily injury and \$100,000 property damage	ARBELLA ARBELLA	HC054136 HC162383
2. PERSONAL LIABILITY \$500,000 LIMIT	ARBELLA ARBELLA ARBELLA	17411400003 50862400003 04589400005
3. MOTORIZED LAND VEHICLE LIABILITY \$300,000 COMBINED SINGLE LIMIT OR \$250,000/\$500,000 BODILY INJURY AND \$100,000 PROPERTY DAMAGE		
4. WATERCRAFT LIABILITY \$300,000 COMBINED SINGLE LIMIT		
5. EMPLOYER'S LIABILITY Applicable to your personal (non-business) employees. \$500,000 COMBINED SINGLE LIMIT		

12AR 1031(01-11) INSURED COPY

COUNTERSIGNATURE OF AGENT DATE

See Reverse Side

HOMEOWNERS POLICY

CONTINUATION CERTIFICATE

THIS CERTIFICATE CONTINUES YOUR POLICY IN FORCE FOR THE PERIOD SHOWN. THE REQUIRED PREMIUM WILL BE BILLED SEPARATELY.

PLEASE ATTACH THIS CERTIFICATE TO YOUR POLICY.



POLICY NUMBER: 17411400003 HOME MA
TRANSACTION ID: 8097640051
PROCESS DATE: 12/16/2014

NAMED INSURED AND MAILING ADDRESS

NICHOLAS W BIELLO
34 PLEASANT ST
MILFORD, MA 01757-2453

AGENT CODE #: 44-3333 PHONE: (617)471-5010
ALBERT J MARCHIONNE INS
11 INDEPENDENCE AVE
QUINCY, MA 02169

Policy Period: from 01/20/2015 to 01/20/2016 12:01 A.M. Standard Time at the described location.

The residence premises covered by this policy is located at the above address, unless otherwise stated:

34 PLEASANT ST MILFORD, MA 01757

Coverage is provided where a premium or limit of liability is shown for the coverage.

SECTION I COVERAGES

	LIMIT OF LIABILITY	ANNUAL PREMIUM
A. DWELLING	\$ 541,000	\$ 1,091.00
B. OTHER STRUCTURES	\$ 54,100	
C. PERSONAL PROPERTY	\$ 378,700	
D. LOSS OF USE	\$ 108,200	

SECTION II COVERAGES

E. PERSONAL LIABILITY, each occurrence	\$ 500,000	\$ 9.00
F. MEDICAL PAYMENTS TO OTHERS, each person	\$ 1,000	

ADDITIONAL CREDITS APPLIED TO YOUR POLICY:

AUTO REWARDS CREDIT - 25%

AUTO REWARDS LOYALTY CREDIT - 3%

TOTAL PREMIUM FOR ENDORSEMENTS LISTED BELOW	\$ 1,037.00
TOTAL POLICY PREMIUM	\$ 2,137.00

FORMS AND ENDORSEMENTS MADE PART OF THE POLICY:

NUMBER	EDITION	TITLE
HO 0003	04-91	HOMEOWNERS 3 SPECIAL FORM
HO 0496	04-91	NO COVERAGE FOR HOME DAY CARE BUSINESS
HO 0416	04-91	PREMISES ALARM OR FIRE PROTECTION SYSTEM

SEE ADDITIONAL ENDORSEMENTS ON NEXT PAGE

DEDUCTIBLE - Section I: \$ 1,000 In case of a loss under Section I, we cover only that part of the loss over the deductible stated.

SECTION II: Other Insured Location

RATING INFORMATION: 1 FAMILY DWELLING

Const. FRAME Yr. Const. 1852 Not more than 500 ft. from hyd. 3 miles from dept.

Terr. 057 Prem. Group 999 Prot. Class 004 BCEGS Fire District

Ded. ALL PERIL 1,000 PREFERRED STATE MA DEV 1.0000

Loc. NOT APPLICABLE County WORCESTER

11AR 1012 (ED. 9-98)

COUNTERSIGNATURE OF AGENT DATE

SEE NEXT PAGE

INSURED COPY

**HOMEOWNERS 3
SPECIAL FORM**

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation.
3. "Insured" means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.

4. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence and:
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;

- c. Any premises used by you in connection with a premises in 4.a. and 4.b. above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage."
6. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "Residence employee" means:
 - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured."
8. "Residence premises" means:
 - a. The one family dwelling, other structures, and grounds; or
 - b. That part of any other building; where you reside and which is shown as the "residence premises" in the Declarations."Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.



Town of Medway

BOARD OF SELECTMEN

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

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

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

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

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

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

All Alcohol _____ Wine and Malt X

Event Per Attached

Name of Organization/Applicant MEDWAY VETERANS (VFW)

Address 123 Holliston St, Medway

FID# _____

Phone 508 533 6048 Fax () _____ Email J. LANEY@COMCAST.NET

Non-Profit Organization Y X N _____

Attach non-profit certificate of exemption

Event Location 123 Holliston St - Outdoor Pavilion

Event Date Per Attached 9/16 thru 11/1/2015

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

Is event open to the general public? Y X N _____

Estimated attendance Per Attached

Will there be an age restriction? Y X N _____

Minimum age allowed: 21

How, where and by whom will ID's be checked? Bartender
@ Pavilion

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

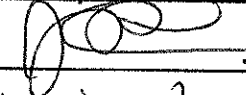
Alcohol server(s) _____
Attach Proof of Alcohol Server Training
ON RECORD

Provisions for Security, Detail Officer NO

Does the applicant have knowledge of State liquor laws? Y N
Experience 40 Years Experience

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

Date of Application 9/10/15

Applicant's Signature 

Applicant's Name JOHN LANNAY

Address 123 Holliston St Medway

Phone 508 533 6048 Fax () Email J.Lannoy@Comcast.net
508 935 8929-C

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

Police Department _____
315 Village St _____ Date

Fire Department _____
44 Milford St _____ Date

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

Building Department _____
Town Hall, 1st Fl _____ Date

	A	B	C	D	E	F	G	H
1	date	hours	event					# of attend
2	16-Sep	5 to 8pm	Medway Business council kick off BBQ					40
3	18-Sep	10am to 6pm	Gravediggers Association, annual meeting					100
4	19-Sep	1 to 9pm	annual Auxillary clam bake (fund raiser)					100
5	23-Sep	4 to 10pm	softball league					40
6	24-Sep	4 to 10pm	softball league					40
7	25-Sep	4 to 10pm	softball league					65
8	30-Sep	4 to 10pm	softball league					40
9	1-Oct	4 to 10pm	softball league					40
10	2-Oct	4 to 10pm	softball league					65
11	7-Oct	4 to 10pm	softball league					40
12	8-Oct	4 to 10pm	softball league					40
13	9-Oct	4 to 10pm	softball league					65
14	14-Oct	4 to 10pm	softball league					40
15	15-Oct	4 to 10pm	softball league					40
16	16-Oct	4 to 10pm	softball league					65
17	21-Oct	4 to 10pm	softball league					40
18	22-Oct	4 to 10pm	softball league					40
19	23-Oct	4 to 10pm	softball league					65
20	1-Nov	4 to 10pm	softball league					100

28-Oct 4-10PM softball 40
29-Oct 4-10 PM softball 40
30-Oct 4-10 PM softball 65



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

September 11, 2015

To: Michael Boynton
Town Administrator

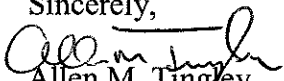
From: Allen M. Tingley
Chief of Police

Re: Blanket One Day Liquor Licenses for the Medway VFW Pavilion

I approve of the request for the blanket one day liquor license for the Medway VFW pavilion located at 123 Holliston Street with the following stipulations.

1. All bartenders will be employees of the Medway VFW and TIPS certified
2. All alcohol beverages served at the pavilion should be purchased from a wholesale liquor distributor and should not be included with the alcohol beverages purchased for the bars inside the VFW
3. The 'last call' for all alcohol sales or service shall be no later than 12:30 AM and all functions shall conclude at 1:00 AM.
4. No alcohol beverages shall be consumed outside the enclosed pavilion area, IE: softball field area, spectator's areas and the parking lot
5. No alcoholic beverages shall be served or sold to any individual under 21 years of age or any individual that the server knows or has reason to believe is intoxicated.
6. No outside alcohol beverages shall be brought in or consumed within the pavilion area or any other outside restricted areas
7. No server or bartender shall offer or deliver any free alcoholic beverages to any individuals.
8. No server or bartender shall deliver no more than two drinks to one person at one time.

Sincerely,


Allen M. Tingley
Chief of Police



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2015

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

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

PRODUCER Thomas Carroll Insurance 617 Mill Street Worcester MA 01602	CONTACT NAME: Maxine Lessard, C/O RCA Insurance Agency of New England, Inc.
	PHONE (A/C, No, Ext): 413-732-5199 FAX (A/C, No): 413-739-7416 E-MAIL ADDRESS: maxine@rca-insurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Freedom Specialty Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		RRFB000597-15	04/30/2015	04/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY		RRFB000597-15	04/30/2015	04/30/2016	Each Common Cause Limit: \$1,000,000 Aggregate Limit: \$2,000,000

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

CLUB SITUATED AT: 123 HOLLISTON STREET, MEDWAY, MA 02053

CERTIFICATE HOLDER Town of Medway 144 Village Street Medway MA 02053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Maxine A. Lessard</i>

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AGENDA

ITEM #8

Action Items from Previous Meeting

Associated backup material attached.

- Action item list

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	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 state funding in FY17	TA/BOS	Ongoing
8	2/28/2015	Database of searchable minutes/Update Town Website	TA/IS	Fall 2015
9	2/28/2015	Recommendation for proposed ALS program for EMS; Cost-benefit analysis	TA/Fire Chief	November 2015
10	4/21/2015	Review Master Plan	J.Weiler/D. Kaeli	September 2015
11	6/1/2015	Road and Sidewalk Repair and Construction Strategy; including plan for Village St vis a vis Rt 109 construction; Village/Holliston intersection redesign?	DPS	Winter 2016
12	6/15/2015	Update on marketing/communications plan	Julie Dennehy	September 2015
13	8/17/2015	Solid waste/recycling survey results	DPS	September 2015

AGENDA ITEM #9

Approval of Warrants

Warrants to be provided at meeting.

AGENDA

ITEM #10

Approval of Minutes

Associated backup material attached.

- Draft Minutes – April 21, 2015
- Draft Minutes – June 1, 2015
- Draft Minutes – August 27, 2015

Proposed motion: I move that the Board approve the draft minutes of the April 21, 2015; June 1, 2015; and August 27, 2015 Board of Selectmen meetings.

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Board of Selectmen's Meeting
April 21, 2015 – 7:00 PM
Sanford Hall, Town Hall
155 Village Street

Present: Dennis Crowley, Chair; John Foresto, Vice Chair; Richard D'Innocenzo (7:06 PM), Clerk; Glenn Trindade and Maryjane White, Members.

Others Present: Michael Boynton, Town Administrator; Tom Holder, Director, Department of Public Services.

At 7:01 PM Chairman Crowley called the meeting to order and led the Pledge of Allegiance.

Recognition of Department of Public Services: Postponed

Recognition of Public Safety Officers:

Mr. Boynton stated that the Town of Medway has a high level of service from the public safety officers, in this case the Fire Department in saving a life. At an event at the Medway Middle School on January 25, an individual fell to floor with a medical emergency. Civilians at the event rendered assistance until the EMTs arrived. This is truly a success story as the individual survived and is presently in good health.

Mr. Boynton acknowledged the following individuals:

Fire Department: Lt. Matthew Anzivino, Firefighter/EMT Michael Fasolino, Firefighter/EMT Kevin Moreau; Firefighter Timothy Rafferty, and Lt. Brian Tracy.

Police Department: Officer Joseph MacDougall and Officer Stephen Mitchell.

Civilians: John Harrahy of Medway, John McEnery of Medway, Hans Morrison or Franklin and Ryan Ocampo of Medway.

Chairman Crowley extended kudos to the public safety staff, adding that the Board appreciates the civilian assistance as that early intervention was crucial in saving this person's life. Board members expressed their appreciation and thanks for all they do. Chairman Crowley noted that on-call firefighters often get called out in the middle of the night and then go to work the next day.

Public Comments:

Mr. Jim Wieler, 62 Adams Street, reported that it was time to review the status of the Action Items relative to the Master Plan Update. A committee will look at them, sort them, and then meet with boards and committees as to their progress on accomplishing the items that had been relegated to them. The committee will start meeting with groups in mid-May. He noted that 199 actions have been completed since 1999. Chairman Crowley asked for a checklist of items so that it would be easy to see which ones have been done and which ones remain to be completed. Chairman Crowley asked that this matter be added to the Board's Action Items list for September.

Appointments to Affordable Housing Committee:

1 *The Board reviewed the following information: (1) Letter of interest, dated April 1, 2015, from Judi*
2 *LaPan; (2) Letter of interest, dated April 2, 2015, plus resume from Michael Leone; (3) Letter of*
3 *interest, dated April 6, 2015, plus resume from John Parlee; and (4) Letter of interest, dated March 1,*
4 *2015, from Susan Rorke, plus endorsement from the Affordable Housing Committee.*

5
6 Present: Judi LaPan, John Parlee, and Susan Rorke.

7
8 As this was his first time meeting the Board, Mr. John Parlee stated he grew up in Massachusetts,
9 went on to West Point and the U.S. Army, then returning to Massachusetts after a tour in Itaq. He has
10 enjoyed a lot of activities in Medway and wants to get involved, and serving on this committee is a
11 good way to get started.

12
13 Chairman Crowley stated that the current committee size is five (5) members and suggested
14 increasing the size so that all four can be appointed.

15
16 **Selectman Foresto moved that the Board increase the size of the Affordable Housing Committee**
17 **to seven (7) members; Selectman Trindade seconded. No further discussion. VOTE: 5-0-0.**

18
19 **Selectman Trindade moved that the Board of Selectmen appoint Judi LaPan, Michael Leone,**
20 **John Parlee and Susan Rorke to the Affordable Housing Committee, each for a two-year term**
21 **expiring June 30, 2017; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

22
23 Selectman White, speaking as Town Clerk, stated she would attend the next meeting of the
24 Affordable Housing Committee in order to swear in anyone who had not yet been sworn in.

25
26 **Update on Water System Operations:**

27 *There were no background materials.*

28
29 Present: Tom Holder, Director, Department of Public Services.

30
31 Mr. Boynton briefly explained the leak detection process, noting that there are related tasks that are
32 being worked on regularly.

33
34 Chairman Crowley asked Mr. Holder to limit his discussion to the recent concerns about chlorine,
35 strong odor, etc. Mr. Holder reported that, in 2007-2008, there was an E coli outbreak in the water
36 system, and until that time, there was no disinfectant in the water. Now one [disinfectant] Sodium
37 Hypochlorite is injected at the well sites as the water is pumped into the system. Chlorine is
38 necessary. Iron deposits form on the inside of the pipe and a thin film of bacteria will build up on
39 those deposits. We test for chloroform coliform bacteria every month 1.0 mg/l chlorine is put in at
40 the tank site, but it dilutes significantly by the time it is pumped through the system, eventually
41 dropping down to a level of 0.36. This is nowhere near the level of chlorine in swimming pool water
42 which has a level of 4-5.0 mg/l. Mr. Holder noted that the bacteria become more prevalent as
43 temperatures get warmer. These chlorine levels are recommended by DEP. Discussion followed.

44
45 Other options include using different chemicals with similar results. Ozone is very expensive,
46 generally used for larger producers of water, and the operation is very expensive. It would require its
47 own treatment plant at a cost of millions of dollars. Eighteen (18) locations are tested monthly,
48 complying with significant regulation. Every June each household gets an annual report from the
49 Water Department which lists all the initiatives and test results. Discussion followed on the
50 feasibility of an ozone treatment plant.

1 Mr. Holder reported the department tracks calls about all kinds of things, including complaints about
2 chlorine. They will test water at homes where people have complained, or obtain a test sample from
3 the closest available spot. The water usually tests within acceptable limits. He reported that the
4 department typically receives only a couple of calls about chlorine a month.

5
6 Responding to a question from the Board, Mr. Holder stated that, even if all the water pipes in town
7 were replaced, there would still be a need for chlorine as a disinfectant to keep the water safe for
8 consumption. The Town will always have to meet the required 0.2 level at the distribution point.

9
10 Discussion followed on previous practices and DEP involvement in related activities.

11
12 Mr. Holder concluded by stating that, over the next three years, there will continue to be water main
13 replacement beginning with the water line on Highland Street, followed by Winthrop Street from
14 Main to Lovering. The streets containing the water mains replaced last year will be paved this year
15 after giving the area a year to settle.

16
17 **Vote – Establishment of DPS Facility Building Committee and Committee Charge:**

18 *The Board reviewed a draft document entitled “Department of Public Services Facility Project –*
19 *Establishment of a Project Building Committee”.*

20
21 Mr. Boynton clarified that there is a “study” committee right now, but the project needs an official
22 committee that can have funding. He suggested carrying the existing membership forward to the new
23 committee. He added that, due to it being a new committee, all members have to be sworn in.

24
25 **Selectman Foresto moved that the Board of Selectmen vote to establish a DPS Facility Building**
26 **Committee and to approve the draft document as presented; Selectman Trindade seconded.**
27 **No discussion. VOTE: 5-0-0.**

28
29 **Home Rule Petition – Oak Grove, Amendment Request:**

30 *The Board reviewed Special Act, Revised 4/16/15 [Original Section 5 deleted]*

31
32 Mr. Boynton stated that Town Counsel has reported that the Legislature does not want to see Section
33 5 so it has been deleted. Brief discussion followed.

34
35 **Selectman Trindade moved that the Board of Selectmen approve the amended Home Rule**
36 **Petition as prepared by Town Counsel and to forward same to our legislative delegation for**
37 **action; Selectman Foresto seconded. It was noted that this was approved at the Special Town**
38 **Meeting in March 2015. VOTE: 5-0-0.**

39
40 **Authorization of the Chairman to Execute Massachusetts School Building Authority Project**
41 **Funding Agreement, McGovern Window/Door Project:**

42 *The Board reviewed the following information: (1) Massachusetts School Building Authority (MSBA)*
43 *Accelerated Repair Program Project Funding Agreement; (2) Certification of Legal Counsel; and (3)*
44 *Exhibit J – Banking Information Template.*

45
46 Mr. Boynton reported that the agreement has been reviewed by MSBA and they are just awaiting
47 signature. Chairman Crowley will have the opportunity to review the exhibits in the file before
48 signing.

1 **Selectman Trindade moved that the Board authorize the Chairman to execute the MSBA**
2 **Project Funding Agreement for the McGovern School window/door project, as presented;**
3 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**
4

5 **Approval – One-Day Liquor License Application: Monique Mello, Thayer Homestead,**
6 **May 10, 2015:**

7 *The Board reviewed the following information: (1) One-Day license application; and (2) Police*
8 *Department recommendation.*
9

10 **Selectman Foresto moved that the Board approve a one-day wine and malt license for Ms.**
11 **Monique Mello for a May 10, 2015 event at the Thayer Homestead with the proviso that all**
12 **conditions set forth in Police Chief Tingley’s approval letter of April 10, 2015 are met and**
13 **certificate of insurance received; Selectman Trindade seconded. No discussion. VOTE: 5-0-0.**
14

15 **Approval – Public Event Permits:**

16 *The Board reviewed an application and Police Department recommendation for (1) Ride for Food,*
17 *September 20, 2015; (2) Medway Youth Football and Cheer, October 31, 2015; and (3) BRAKING*
18 *AIDS Charity Bike Ride, September 25, 2015*
19

20 **Selectman Trindade moved that the Board approve event permits for the fundraising events as**
21 **presented, conditioned upon the fulfillment of the Police Department’s recommendations with**
22 **respect to detail officers; Selectman White seconded. No discussion. VOTE: 5-0-0.**
23

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

25 *The Board reviewed Article 20 from the May 11, 2015 Annual Town Meeting Warrant, excerpted.*
26

27 Mr. Boynton reported that the budget is from Community Preservation Committee.
28

29 **Selectman Trindade moved that the Board approve Article 20, which seeks to appropriate, or**
30 **reserve for later appropriations, monies from the CPC reserves or funds for administrative**
31 **expenses, annual transfers and other community preservation projects; Selectman White**
32 **seconded. Brief discussion followed on funding for the amphitheater. VOTE: 5-0-0.**
33

34 **Action Items from Previous Meeting:**

35 *The Board reviewed the Action Items List.*
36

37 #2 – Route 109 – Chairman Crowley reported the project will soon go out to bid.

38 #10 --Playground concepts – Selectman Trindade stated that the Community Preservation Committee
39 has requested a more thorough plan for Fall Town Meeting

40 #11 --Thayer house close out – As this project has been completed, it can come off the list.

41 #12 – Design and engineering project at Choate Park – Mr. Boynton reported that a summary on this
42 is being prepared.

43 #15 – Status on ALS program for EMS – Mr. Boynton reported he will be able to update the Board
44 later in the calendar year.
45

46 **Approval of Warrants:**

47 *The Board reviewed Warrants 15-43, 15-43P and 15-43SP.*
48

49 **Selectman D’Innocenzo, Clerk, read aloud Warrants 15-43, 15-43P and 15-43SP, dated 4/23/15,**
50 **presented for approval:**
51

1	15-43	School Bills	\$ 409,776.46
2	15-43P	Town Payroll	\$ 260,460.70
3	15-43SP	School Payroll	\$ <u>788,203.16</u>
4		TOTAL	\$1,458,440.32

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

8
9 **Approval of Minutes:**

10 *The Board reviewed draft minutes from public sessions held on January 5, 2015; February 17, 2015;*
11 *February 24, 2015; and March 5, 2015.*

12
13 **Selectman Trindade moved that the Board approve the public session minutes of January 5,**
14 **2015, as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

15
16 **Selectman Trindade moved that the Board approve the public session minutes of February 17,**
17 **2015, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

18
19 **Selectman Trindade moved that the Board approve the public session minutes of February 24,**
20 **2015, as amended; Selectman Foresto seconded. No further discussion. VOTE: 5-0-0.**

21
22 **Selectman Trindade moved that the Board approve the public session minutes of March 5,**
23 **2015, as presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**

24
25 **Town Administrator’s Report:**

26 Mr. Boynton directed the Board’s attention to minor changes to Warrant Articles 1, 2, and 8 relative
27 to the transfer of funds from Certified Free Cash rather than the previous wording referencing a
28 specific year. This was after review by Town Counsel.

29
30 **Selectman Trindade moved that the Board approve and sign the Special Town Meeting**
31 **Warrant for May 11 with changes (Articles 1 and 2) noted by the Town Administrator;**
32 **Selectman Foresto seconded. No further discussion. VOTE: 5-0-0.**

33
34 **Selectman Trindade moved that the Board approve and sign the Annual Town Meeting**
35 **Warrant for May 11 with change (Article 8) as noted by the Town Administrator; Selectman**
36 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

37
38 Mr. Boynton then proceeded with his list, covering topics of Snow & Ice “final” numbers, Cassidy
39 Field improvements [new transformer], a paving & roadwork update, field project update, and
40 congratulating participants on a very successful Clean Sweep.

41
42 **Selectmen’s Reports:**

43 Chairman Crowley asked if flags would be installed along Route 109 for Memorial Day. Mr.
44 Boynton reported that street flags have been ordered and should be delivered within the next two
45 weeks.

46
47 There were no other reports.

48
49 **At 8:20 PM, Selectman Trindade moved to adjourn; Selectman Foresto seconded. No**
50 **discussion. VOTE: 5-0-0.**

1
2 Respectfully submitted,
3 Jeanette Galliard
4 Night Board Secretary
5
6

**Board of Selectmen’s Meeting
June 1, 2015 -- 7:00 PM
Sanford Hall, Town Hall
155 Village Street**

Present: Dennis Crowley, Chair; John Foresto, Vice-Chair; Richard D’Innocenzo, Clerk (7:03 PM); Glenn Trindade and Maryjane White.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant to the Town Administrator; Stephanie Mercandetti, Director, Community and Economic Development; David D’Amico, Deputy Director, Department of Public Services.

Others Present: Doug Havens, Affordable Housing Trust.

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

Public Comments: None.

Reorganization of the Board – Chair, Vice Chair, Clerk:

There were no background materials.

Chairman Crowley took this opportunity to thank the current Board members, noting that most people have little idea how much time it involves to be on the Board, usually meetings on two or three nights each week. “Maryjane is a source of information that reflects what the public shares with her in the Town Clerk’s office. Glenn and John, you are out every night with me, and I greatly appreciate your efforts.”

Addressing his last comment to Mr. Boynton, Chairman Crowley stated that he “wanted to make sure that the transition between Town Administrators would go well, and it did. To date, you have been an outstanding Town Administrator. You have done an excellent job, and the more open Town Administrator Office gives residents a chance to come in and talk with you.”

At this time, Selectman Trindade nominated Selectman Foresto as Chair; Selectman White seconded. There were no further nominations. Selectman Foresto agreed to serve. VOTE: 4-0-1 – Selectman Foresto abstained from the vote.

Selectman Trindade nominated Selectman White as Vice-Chair; Selectman D’Innocenzo seconded. There were no further nominations. Selectman White agreed to serve. VOTE: 5-0-0.

Selectman White nominated Selectman D’Innocenzo as Clerk; Selectman Trindade seconded. There were no further nominations. Selectman D’Innocenzo agreed to serve. VOTE: 4-0-1 – Selectman D’Innocenzo abstained from the vote.

At this time, Selectman Crowley turned the gavel over to Chairman Foresto.

Chairman Foresto stated that he did not think anyone can appreciate the amount of time Selectman Crowley puts in, both locally and at the state level. Brief discussion followed.

1 **Appointment – Eric Arbeene – Zoning Board of Appeals:**

2 *The Board reviewed the following information: (1) Letter of interest, dated May 17, 2015; and*
3 *(2) Resume from Eric Arbeene.*

4
5 Present: Eric Arbeene.

6
7 Mr. Arbeene stated that he approached Ms. Mercandetti about an opening on the Economic Development
8 Committee, and she informed him of the opening on the Zoning Board of Appeals. He noted that he is
9 currently working as a community planner and has a lot of experience working with municipal
10 government including time on the Medway Finance Committee.

11
12 Selectman Trindade stated he was glad to see Mr. Arbeene interested in serving the Town again, noting
13 that he has terrific experience as well as knowledge of the Town.

14
15 **Selectman Trindade moved that the Board appoint Eric Arbeene to the Zoning Board of Appeals**
16 **for a three-year term to expire on June 30, 2018; Selectman White seconded. No discussion.**

17 **VOTE: 5-0-0.**

18
19 **Annual Committee Appointments: List Follows Agenda:**

20 *The Board reviewed the following information: (1) List of FY16 openings; and (2) Letters of interest in*
21 *reappointment. It is noted that, if there is not a letter of interest in reappointment, the intent was stated*
22 *verbally.*

23
24 Brief discussion followed on varying term lengths, during which it was noted that sometimes the term is
25 defined by statute and other times it is desired that a couple of members rotate off each year instead of all
26 members. For this reason, when a new committee is formed, the initial terms may be of varying lengths.

27
28 **Selectman Trindade moved that the Board reappoint the incumbent board and committee**
29 **members as listed on the summary sheet for the customary terms associated with their respective**
30 **boards and committees and that Ms. Mercandetti be appointed as the Town's representative to the**
31 **MAPC; Selectman White seconded. No discussion. VOTE: 5-0-0.**

32
33 **Update – Paving Schedule:**

34 *The Board reviewed an updated schedule of paving projects.*

35
36 Present: David D'Amico, Deputy Director, Department of Public Services.

37
38 Mr. Boynton reported that state funds have brought \$600,000 to the Town, though \$200,000 is not
39 available immediately. Brief discussion followed.

40
41 Selectman Crowley informed residents that the Board is aware that there are streets and sidewalks that
42 need to be done, but that funding is simply not available. The Board hopes to have funding available
43 within six months or a year, and asked that residents continue to be patient.

44
45 Selectman Trindade asked Mr. D'Amico if there was some kind of guideline on what it costs to replace a
46 sidewalk, i.e., dollars per foot. Mr. D'Amico responded that the type of construction (curbing) can vary
47 which changes the costs, drainage, ponding vs. puddling, etc. It is often a case-by-case assessment.
48 Chairman Foresto added that handicapped accessibility is also a consideration. Selectmen Crowley stated
49 that \$10 million would handle most, but not all, sidewalks that need to be repaired or replaced. Mr.
50 Boynton stressed the importance of connecting this kind of work to a larger project. For the benefit of
51 viewers, Selectman Crowley emphasized that any proposed funding solutions would NOT include debt

1 exclusions or budget overrides. Discussion followed on varying kinds of construction and curbing,
 2 estimates, limited resources, Village Street and the Route 109, and subdivision roads that will need
 3 routine maintenance as they reach 30 years of age.
 4

5 **Approval – Amendment #1 to Paving Contract – Lorusso Corp.:**

6 *The Board reviewed the following information: (1) Amendment #1; and (2) Original contract. It is noted*
 7 *that this amendment changes the contract language to accurately reflect unit pricing, as bid, rather than*
 8 *a total sum.*
 9

10 Mr. Boynton explained that, in review of the invoices, it was discovered that the contract language did not
 11 correlate with the invoices, i.e., ceiling amount vs. unit pricing. He noted that the proposed language
 12 came from Town Counsel. Brief discussion followed.
 13

14 **Selectman Trindade moved that the Board authorize the Chairman to execute Amendment #1 to**
 15 **the Town's paving contract with Lorusso Corporation, as presented; Selectman White seconded.**
 16 **No discussion. VOTE: 5-0-0.**
 17

18 **Change Order – Gravity Construction Contract for Village and Adams Streets Water Main**
 19 **Replacement - \$11,610.52:**

20 *The Board reviewed a Change Order, dated 3-29-15. It is noted that the change order will be signed by*
 21 *the Town Accountant prior to the Selectmen's meeting.*
 22

23 Mr. D'Amico explained that some items have come up that were not included in the contract and need to
 24 be done. He added that other items need to be removed, resulting in the finished price being lower than
 25 the original contracted price.
 26

27 **Selectman Trindade moved that the Board approve the change order for Gravity Construction in**
 28 **the amount of \$11,610.52, as presented; Selectman White seconded. No discussion. VOTE: 4-1-0 –**
 29 **Selectman Crowley opposed, citing the lack of a recap sheet on this contract. Selectman Crowley**
 30 **reminded the Board he had asked for budget/contract information whenever a change order is**
 31 **presented.**
 32

33 **Review Municipal Comment Letter to MassHousing – Proposed Timber Crest LLC Affordable**
 34 **Housing Development:**

35 *The Board reviewed a Draft comment letter, last revised 6-1-15.*
 36

37 Present: Stephanie Mercandetti, Director, Community and Economic Development; Paul Cusson,
 38 Delphic Associates; Mounir Tayara, Timber Crest, LLC; Paul DeSimone, Colonial Engineering; Jim
 39 Pavlik, Outback Engineering.
 40

41 Mr. Boynton stated Ms. Mercandetti has been working hard on this, collecting comments from Town
 42 officials and integrating those comments as necessary. He briefly explained the process of the comment
 43 period as well as the Town submitting comments relative to the suitability of the site and related matters.
 44 Among issues not included are community impact, school impact, and other things.
 45

46 Ms. Mercandetti briefly reviewed the timeline beginning with the receipt of the ANRAD (Abbreviated
 47 Notice Request for Area Delineation) of the proposed site. She emphasized that there is no formal
 48 application for the project at this time. She stated she reached out to Town Departments and relevant
 49 boards and committees for their comments thus far. MassHousing will contact the Town if it requires
 50 further information on any items. The Conservation Commission has not completed its process yet.
 51

1 Ms. Mercandetti informed the Board that documents are posted online so that residents can stay informed
2 of the progress.

3
4 For the benefit of viewers, Ms. Mercandetti listed some of the general topic areas that were considered,
5 Residents have the ability to write to MassHousing to voice their concerns and opinions relative to the site
6 suitability and the application. Residents may contact Ms. Mercandetti for more information.

7
8 Selectman Crowley expressed concern that the Town does not have a complete set of drawings, and
9 without that, the Town does not have the ability to completely evaluate the proposal. Ms. Mercandetti
10 responded that the Town has included a comment which indicated that project information is "sorely
11 lacking". Brief discussion followed. Ms. Mercandetti noted that this comment submission is the first
12 step, which, if approved by MassHousing, would be followed by the Comprehensive Permit application.
13 The Comprehensive Permit application would need to include complete plans. MassHousing has to
14 approve the plan if, and when, the Comprehensive Permit is granted.

15
16 Selectman Crowley expressed concern about the lack of a pump station as defined by Town Bylaw and
17 the fact that this project is proposed on a force main. Ms. Mercandetti responded she will look into it.

18
19 Brief discussion followed on the Comprehensive Permit process, appeals to Housing Appeals Court if the
20 permit is denied, and other matters. Mr. Boynton stated that a meeting with Town Departments would
21 have been advantageous prior to the receipt of the ANRAD application, action that begins a tight timeline
22 that does not allow that kind of cohesive meeting.

23
24 Responding to a question from Selectman Trindade, Ms. Mercandetti stated a purchase and sale
25 agreement is included as part of the application.

26
27 At this time, Chairman Foresto asked if there was public comment.

28
29 A Fairway Lane resident thanked Ms. Mercandetti for her work on this project. He wanted to know if
30 there is any history on this developer such as what type of work he has done, his track record, etc. Ms.
31 Mercandetti this project involves Delphi Associates along with their partner, Stonebridge Homes. The
32 most recent project is in Bellingham. She noted that there are several projects in various stages of
33 construction or in the permitting process. Brief discussion followed on the sale of affordable units,
34 stormwater runoff, and concerns about the surveyor associated with this project. It has been alleged that
35 the man that did the surveying may not be a licensed surveyor and presenting plans stamped by another
36 individual. Selectman Crowley responded that it was discussed with Town Counsel and suggested the
37 residents write something themselves. It was asked if a single petition with many signatures would be
38 better than individual letters from a dozen residents.

39
40 Mr. Kurt Schaefer, Fairway Lane, noted that the developer had to pay for drainage issues that arose back
41 in the 1990s. He expressed concern for wetland areas and that stormwater runoff will come down toward
42 Fairway Lane. Ms. Mercandetti responded that the Conservation Commission will review wetlands
43 issues, and the Zoning Board of Appeals will retain control of the stormwater issues.

44
45 Another Fairway Lane resident also expressed concern about the developer and reclaimed wetlands, as
46 well as concern for the number of entities listed in the application. She indicated it is hard to find a track
47 record, or how previous units are selling. Can these concerns be addressed in queries to MassHousing?
48 She feels that this applicant approached the project in a somewhat disingenuous manner and she does not
49 trust them. Brief discussion followed. Lastly, she asked about the existing dwelling that may be
50 considered historical and therefore needs protection.

1 Selectman Crowley emphasized that the Board is not against 40B projects, but agrees that 192 units on
2 this property is too many.

3
4 **Mr. Boynton asked if the Board would entertain a motion to approve the letter with the two
5 proposed changes and authorize the letter, as amended, to put forward to the Board for signature.
6 Selectman Trindade offered that motion; Selectman Crowley seconded. No further discussion.**

7 **VOTE: 5-0-0.**

8
9 **Approval – One-Day Liquor License Applications:**

10 *The Board reviewed applications and recommendations from the Police Chief for the following events:*

- 11 *a. Lisa Johnson – Thayer Homestead – June 14, 2015*
- 12 *b. Nancy Sheppard – Thayer Homestead – June 28, 2015*
- 13 *c. Jenny Kangis – Thayer Homestead – August 2, 2015*
- 14 *d. Jacqui Olsen – Thayer Homestead – August 8, 2015*
- 15 *e. Phyllis Dunn – Thayer Homestead – August 9, 2015*

16
17 **Selectman Trindade moved that the Board approve one-day liquor licenses for Lisa Johnson,
18 Nancy Sheppard, Jenny Kangis, Jaqueline Olsen and Phyllis Dunn for the dates requested
19 conditioned upon fulfillment of the Police Chief’s recommendations for each respective event;
20 Selectman White seconded. It was recommended that large events have police details to monitor
21 parking. VOTE: 5-0-0.**

22
23 **Approval –Cystic Fibrosis Foundation Cycle for Life Bicycle Tour – Oct. 3, 2015:**

24 *The Board reviewed the following information: (1) Request, dated May 11, 2015, from the Cystic Fibrosis
25 Foundation; and (2) Memorandum, dated May 18, 2015, from the Police Chief.*

26
27 **Selectman Trindade moved that the Board approve the Cystic Fibrosis Foundation’s Cycle for Life
28 Bicycle Tour on October 3, 2015 conditioned upon the organization’s hiring of two detail officers to
29 assure the safety of the riders and the movement of traffic during the event; Selectman White
30 seconded. No discussion. VOTE: 5-0-0.**

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

33 *The Board reviewed the Action Items List.*

- 34
- 35 #5 – Net Metering: Mr. Boynton provided a brief report.
- 36 #6 – School constructions project: Mr. Boynton stated there is a good working relationship between
- 37 Town and schools. Mr. Holder and Mr. D’Amico are working closely with school staff on renovations.
- 38 #7—Zoning Bylaw Recodification: This was accomplished at Annual Town Meeting and can come off.
- 39 #8 – DPS Facility study: This should be relabeled as DPS Building Project.
- 40 #9 – Playground Concepts – Selectman Trindade anticipates having an article for Fall Town Meeting.
- 41 #11 – Searchable minutes: It was noted that this may require an overhaul of the Town’s website.
- 42 #12 – Police access to school surveillance: Mr. Boynton reported this will happen in the near future.
- 43 #13 – ALS Program: This training is still on target for a September report.
- 44 #15 – Toxic Use Reduction Institute grant application: There is discussion of a possible pilot program for
- 45 a small section of athletic field to help train staff on these techniques.
- 46

47 **Approval of Warrants:**

48 *The Warrant was not available for review.*

49
50 **Town Administrator’s Report:**

1 Mr. Boynton reported that he is monitoring developments with Eversource (NStar); their union workers
2 will go on strike at midnight.

3
4 Mr. Boynton congratulated Fire Chief Lynch for a significant reimbursement for ambulance
5 recertification services. He noted these funds will be deposited into the Ambulance Enterprise Account.

6
7 At this time, Mr. Boynton presented the rest of his report.

8
9 **Selectmen's Reports:**

10 Selectman Crowley congratulated Colonel Matondi and the Memorial Day Committee for an outstanding
11 Memorial Day program.

12
13 Selectman Crowley asked for a quick update on the Route 109 project. It was noted that letters will be
14 going out to businesses soon.

15
16 Selectman White reported that 777 voters participated in recent election, noting that there are over 8,000
17 registered voters in Medway. There were two important races (School Committee and Parks
18 Commission) so the low voter turnout was a little disappointing.

19
20 Chairman Foresto thanked Selectman Crowley for his efforts as Chairman and his very moving speech on
21 Memorial Day.

22
23
24 **At 9:05 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.**
25 **VOTE: 5-0-0.**

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

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**Board of Selectmen's Meeting
August 27, 2015 – 8:00 AM
Town Administrator's Conference Room
Town Hall, 155 Village Street**

Present: Chairman John Foresto, Vice Chairman Maryjane White and Selectmen Glenn Trindade.

Selectmen Dennis Crowley and Richard D'Innocenzo were absent.

Chairman Foresto called the meeting to order at 8:48 AM and led the Board in the Pledge of Allegiance.

Approval – One Day Alcohol License Application – Medway Community Farm, 50 Winthrop Street, August 29, 2015:

The Board reviewed the Special One-Day Liquor application and Application for Exhibition, Show or Amusement License Live Entertainment submitted by the Medway Community Farm and a memorandum dated August 21, 2015 from Police Chief Tingley.

Mr. Trindade moved, seconded by Ms. White, to approve a one-day wine & malt license and application for Exhibition, Show or Amusement License Live Entertainment for the Medway Community Farm's event at the Medway Community Farm on August 29, 2015 conditioned upon fulfillment of the Police Chief's recommendation that no on-street parking be permitted on either side of Winthrop Street, that one detail officer with marked cruiser be hired to handle traffic during the event, and that the company serving the beer and wine comply with standards set forth in Town of Medway's liquor policy regarding one-day licenses. It was unanimously voted: 3-0-0.

At 8:49 AM, Mr. Foresto moved to adjourn; Ms. White seconded. No discussion. VOTE: 3-0-0.

AGENDA ITEM #11

Town Administrator's Report

AGENDA ITEM #12

Selectmen's Reports