

## **Board of Selectmen**

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



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

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

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

**October 4, 2016, 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

### **Agenda**

7:00 PM

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

#### Other Business

1. Hearing – Vote on Potential Revocation of Class II Dealers License –Michael Doyle
2. Contract Approval - Nursing Services for Council on Aging – Katherine Tonelli -\$7,000
3. Contract Approval - Lorusso Corporation for School Street Sidewalk Reconstruction - \$91,486.
4. Contract Approval - Precision Industrial Maintenance, Inc. for Winthrop Street Culvert Repairs - \$84,000.
5. Grant Acceptance - MassDEP Recycling Dividends - \$5,400
6. Approval – Community Septic Management Program Interim Loan -\$200,000
7. Approval – Indirect Cost Allocation Agreement for Enterprise Funds
8. Banner Display Request – Medway Turkey Trot
9. Approval – One-Day Liquor License Requests
  - a. Nancy Antonino – Thayer Homestead – October 22, 2016
  - b. Kelly Bennett – Thayer Homestead – November 13, 2016
  - c. Mark Kelley – Thayer Homestead – November 23, 2016
  - d. Shirley Ann Bliss – Thayer Homestead – January 7, 2017
10. Action Items from Previous Meeting
11. Approval of Warrants
12. Approval of Minutes
13. Town Administrator's Report
14. Selectmen's Reports
15. Executive Session - Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. The Board will not return to Public Session. (Winter St/Barber St & Oakland St.)

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For more information on agenda items, please visit the Board of Selectmen's page at  
[www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders

October 17, 2016 ----- Regular Meeting

November 7, 2016 ----- Regular Meeting

# AGENDA

## ITEM #1

### Hearing– Vote on Potential Revocation of Class II Dealers License –Michael Doyle

#### **Associated backup materials attached:**

- Notice of Bond Cancellation – CNA Surety
- Correspondence

Note: The license holder has not responded to letters or phone calls leading up to this hearing.

#### **Proposed Motions:**

1. I move that the Board open the hearing on the potential revocation of the Class II Dealers license currently held by Michael Doyle.
2. I move that the Board close the hearing.
3. I move that the Board revoke the Class II Dealers License currently held by Michael Doyle for non-compliance of the bond requirements per MA General Law Chapter 140, Section 58.

# **CNA SURETY**

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053

Fax 1-605-335-0357

[www.cnasurety.com](http://www.cnasurety.com)

Email: [uwservices@cnasurety.com](mailto:uwservices@cnasurety.com)

July 11, 2016

Agent Code: 20 16199

Town of Medway  
155 Village St.  
Medway, MA 02053

Re: Bond #70642172 - Michael Doyle  
6 Kenart Rd.  
Medway, MA 02053  
\$25,000.00 - Second Hand Motor Vehicle Dealer  
Company Code: 601 - Western Surety Company

We wish to take advantage of the cancellation provision pertaining to this bond or policy.

You are hereby notified that this bond or policy is cancelled and voided as of August 18, 2016, or the earliest time permitted by applicable law, whichever is later.

This bond or policy has been cancelled or nonrenewed because of the following reason:

Claim activity.

cc: L. S. Jack Insurance Agency  
Michael Doyle  
Claim #351523

Underwriting Services

**Board of Selectmen**

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**COPY**

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

July 19, 2016

Mr. Michael Doyle  
6 Kenart Road  
Medway, MA 02053

Re: Bond # 70642172

We were recently notified by CNA Surety that your bond [Bond # 70642172] will be cancelled as of August 18, 2016. As this \$25,000 bond is a condition of your Class II dealer's license, please note that, if you do not provide proof of alternative bond prior to August 18, the Board of Selectmen may revoke your Class II license and notify the Registry of Motor Vehicles accordingly.

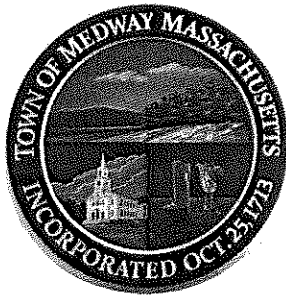
Please contact our office should you have any questions.

Sincerely,

Lindsey Rockwood

**Board of Selectmen**

*Glenn D. Trindade, Chair*  
*Maryjane White, Vice-Chair*  
*Richard A. D'Innocenzo, Clerk*  
*Dennis P. Crowley*  
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Fax (508) 321-4988

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

August 24, 2016

Mr. Michael Doyle  
6 Kenart Road  
Medway, MA 02053

Hand Delivered

Dear Mr. Doyle,

Following up from the last letter sent to you on July 17, 2016, this notice is to inform you that you have ten days upon receipt of this notice to comply with the bond requirement.

If this condition is not met within ten days, the Board of Selectmen will hold a hearing at an upcoming September meeting where your Class II dealers license shall be revoked, and the Registry of Motor Vehicles notified accordingly.

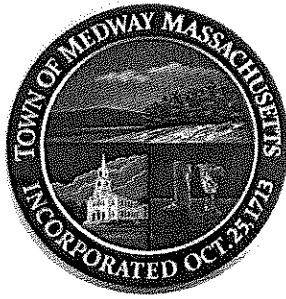
Please contact our office should you have any questions- 508-533-3264

Sincerely,

Lindsey Rockwood

**Board of Selectmen**

*Glenn D. Trindade, Chair*  
*Maryjane White, Vice-Chair*  
*Richard A. D'Innocenzo, Clerk*  
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**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**

**FILE COPY**

September 13, 2016

Mr. Michael Doyle  
6 Kenart Road  
Medway, MA 02053

*VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED*

**RE: Notice of Hearing – October 3, 2016**

Dear Mr. Doyle,

This letter is to inform you that the Board of Selectmen will hold a hearing to vote on the potential revocation of your Class II Dealers License. The hearing will be held on October 3, 2016 at 7:00 PM in Sanford Hall, Town Hall 155 Village Street, Medway.

Pursuant to Mass. General Laws, Chapter 140, Section 58, after the Town received notice of your Class II bond cancellation, correspondence dated August 24, 2016 was hand delivered to you notifying you of the ten day period in which to comply with the bond requirements. Since these requirements have not been met, the Board will hold a hearing to vote on the potential revocation of this Class II Dealers License. If you wish to address the Board regarding this matter, please be present at the above mentioned date and time.

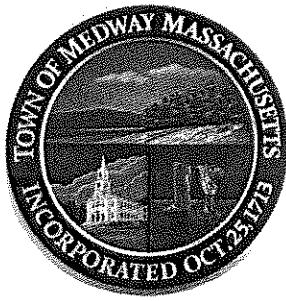
Please contact our office should you have any questions.

Sincerely,

Lindsey Rockwood

**Board of Selectmen**

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

September 27, 2016

Mr. Michael Doyle  
6 Kenart Road  
Medway, MA 02053

*HAND DELIVERED*

**RE: Notice of Hearing – October 4, 2016**

Dear Mr. Doyle,

This letter is to inform you that the Board of Selectmen will hold a hearing to vote on the potential revocation of your Class II Dealers License. The hearing will be held on October 4, 2016 at 7:00 PM in Sanford Hall, Town Hall 155 Village Street, Medway.

Pursuant to Mass. General Laws, Chapter 140, Section 58, after the Town received notice of your Class II bond cancellation, correspondence dated August 24, 2016 was hand delivered to you notifying you of the ten day period in which to comply with the bond requirements. Since these requirements have not been met, the Board will hold a hearing to vote on the potential revocation of this Class II Dealers License. If you wish to address the Board regarding this matter, please be present at the above mentioned date and time.

Please contact our office should you have any questions.

Sincerely,

Lindsey Rockwood



# AGENDA

## ITEM #2

**Contract Approval - Nursing Services for Council on Aging – Katherine Tonelli - \$7,000**

**Associated backup materials attached:**

- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Katherine Tonelli to provide nursing services for the Council on Aging in an amount not to exceed \$7,000 annually.

## AGREEMENT FOR CONTRACT NURSE

This contract made this 3<sup>th</sup> day of October, 2016 by and between the Town of Medway, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at 155 Village Street in said Medway hereinafter referred to as the "Town" and (Name of Nurse) **Katherine Tonelli**, (Address) **134 Winthrop Street, Medway, MA 02053**, an individual doing business as an independent consultant (hereinafter referred to as the "Nurse"). The Town hereby retains the Nurse to provide nursing services for the Medway Council on Aging upon the following terms and conditions:

NOW, THEREFORE, the Town and Contractor agree as the follows:

1. **Contract Documents:** This Agreement and the Medway Council on Aging Nurse Description (Attachment A). These Contract Agreements constitute the entire Agreement between the parties concerning the services and all are as fully a part of the Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Service:** The Nurse shall furnish services related to the Program in accordance with Attachment A, as well as, all services necessary or incidental thereto.
3. **Standard Contract Term:** The Nurse shall begin services on October 3, 2016 and this contract will expire on June 30, 2018, or until funds are exhausted. This contract is subject to appropriation of funds by the Medway Town Meeting. In addition to the provisions of paragraph 11 of this Agreement, the Town shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
4. **Payment for Work:** The Town shall make monthly payments for the services. Invoices for payment shall be submitted by the Nurse to the Town on a monthly basis. The Town shall make monthly progress payments on the basis of the progress of the work completed at a rate of thirty five dollars (\$35.00) per hour not to exceed \$7,000.00 per fiscal year. The Town shall make payment within forty five (45) days after its receipt.
5. **Limitation on Town Liability:** The Town's liability hereunder shall be limited to the amounts due the nurse for service actually rendered.

6. Privacy Policy: The Nurse shall have in place Policy and Procedures to protect the confidentiality and privacy of individual or clients referred to under the Nurse's Agreement.
7. Nurse's Standard of Care: The Nurse shall perform her services and obligation hereunder in conformity with the standard of professional skill and care applicable to established Health Care Facilities. The Nurse represent and warrants that she is familiar with and knowledgeable about Medical Services for the elderly, including diabetes, heart disease and stroke.
8. Insurance: The Town will require a Certificate of Insurance, indicating General Liability. Professional Liability with minimum limits of \$1,000,000.00 each. The Town will require the Certificate of Insurance to include naming the Town of Medway as an additional insured.
9. Independent Contractor: The Nurse is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Nurse. The Nurse is not eligible for, and shall not participate in, ant employee pension, health or other fringe benefit plan on the Town.
10. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Nurse shall assign or transfer any interest in the Agreement without the written consent of the other.
11. Termination:
  - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Nurse neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Nurse within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Nurse approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Nurse shall file voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent to acquiesce in appointment of any trustee, receiver or liquidation of any of the Nurse's property.
  - b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Nurse thirty (30) days prior a written notice of its

intention to terminate. Upon receipt of such notice, the Nurse shall immediately cease to incur expenses pursuant to this Agreement unless otherwise direct in the Town's termination notice. The Nurse shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

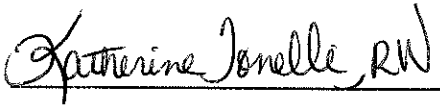
- c. Return of Property – Upon termination, the Nurse shall immediately return to the Town, without limitation, all document and items of any nature whatever, supplied to the Nurse by the Town or developed by the Nurse in accordance with this Agreement.

12. **Notice:** Any and all notices or communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service.
13. **Severability:** If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceable of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
14. **Indemnification.** The Nurse shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. The Nurse shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Nurse shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Nurse's liability under the Agreement or as otherwise provided by law.
15. **Compliance with Laws.** The Nurse agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement.

16. Governing Law: The performance of the Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Nurse submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

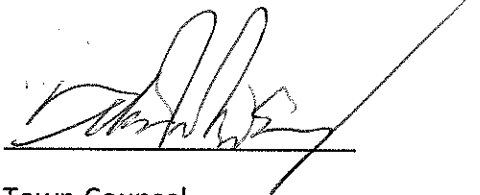
17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements, negotiations, either written or oral and it shall not be modified or amended except the written documents executed by the parties hereto.

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

 Katherine Tonelli, RN

Katherine Tonelli, Nurse

Approved as to Form:

 \_\_\_\_\_

Town Counsel

Town of Medway by its  
Board of Selectmen

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

Approved as to the availability of funds:

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



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance OCCURRENCE POLICY FORM



Print Date: 9/13/2016

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0619495156 from 08/16/16 to 08/16/17 at 12:01 AM Standard Time

Named Insured and Address: Katherine a Tonelli 134 Winthrop St Medway, MA 02053-2336

Program Administered by: Nurses Service Organization 159 E. County Line Road Hatboro, PA 19040-1218 1-800-247-1500 www.nso.com

Medical Specialty: Registered Nurse Code: 80964 Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$6,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability \* Malplacement Liability \* Personal Injury Liability
\* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 190.00

Base Premium \$190.00

Premium reflects Self Employed , Part Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 6 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C, G-145184-A, G-147292-A, GSL15563, etc.

Handwritten signatures of Thomas F. Motamed (Chairman of the Board) and John M. Walker (Secretary)

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

## POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at [www.nso.com/policyforms](http://www.nso.com/policyforms)

### **COMMON POLICY FORMS & ENDORSEMENTS**

| <b>FORM #</b> | <b>DESCRIPTION</b>                                                                             |
|---------------|------------------------------------------------------------------------------------------------|
| G-121500-D    | Common Policy Conditions                                                                       |
| G-121503-C    | Workplace Liability Form                                                                       |
| G-121501-C    | Occurrence Policy Form                                                                         |
| G-145184-A    | Policyholder Notice - OFAC Compliance Notice                                                   |
| G-147292-A    | Policyholder Notice - Silica, Mold & Asbestos Disclosure                                       |
| GSL15563      | Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs           |
| GSL15564      | Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion  |
| GSL15565      | Healthcare Providers Professional Liability Assault Coverage                                   |
| GSL17101      | Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies                     |
| GSL13424      | Services to Animals                                                                            |
| CNA80051      | Amended Definition of Personal Injury Endorsement                                              |
| CNA80052      | Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement |
| G-123846-D20  | Massachusetts Cancellation and Non-Renewal                                                     |
| CNA81753      | Coverage & Cap on Losses from Certified Acts Terrorism                                         |
| CNA81758      | Notice - Offer of Terrorism Coverage & Disclosure of Premium                                   |
| CNA82011      | Related Claims Endorsement                                                                     |
| CNA79575      | Exclusion of Cosmetic Procedures                                                               |

### **PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

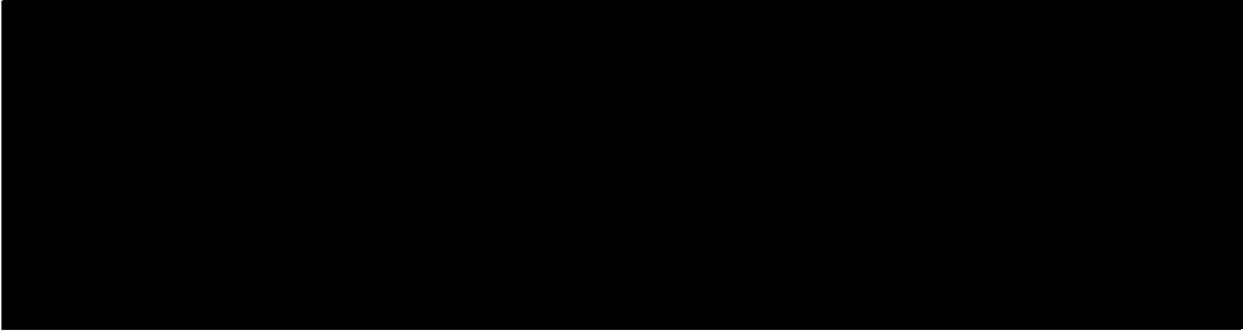
- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)  
Master Policy#: 188711433

Named Insured: Katherine a Tonelli  
Policy#: 0619495156

**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.



**Corporate**

---

Corporate Name (please print or type)

---

Signature of Corporate Officer

Date

---

Name of Corporate Officer (please print or type)      Title

---

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.



# AGENDA

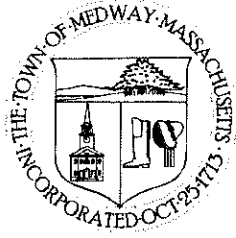
## ITEM #3

**Contract Approval - Lorusso Corporation for  
School Street Sidewalk Reconstruction -  
\$91,486.**

**Associated backup materials attached:**

- Memo – Thomas Holder, DPS Director
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Lorusso Corporation for reconstruction of sidewalks on School Street in an amount not to exceed \$91,486.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

*Entrusted To  
Manage The  
Public  
Infrastructure*

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen  
From: Thomas Holder, Director | Department of Public Services  
Date: October 3, 2016  
RE: **Lorusso Corporation – School Street Sidewalks**

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Please find attached three (3) copies of a contract for **Lorusso Corporation, School St. Sidewalks**

Reconstruction of 1,600 feet of sidewalk on School Street. Work area, both sides of School Street, Village Street crosswalk ramps and North Street crosswalk ramps.

### **Bid opening results**

|                    |                                          |
|--------------------|------------------------------------------|
| <b>Lorusso</b>     | <b>\$91,486</b>                          |
| Pavao Construction | \$108,000                                |
| TASCO Construction | \$117,000                                |
| Hatch Asphalt      | \$ 44,800 Bid Not Accepted – No Bid Bond |

We greatly appreciate your consideration of this issue.

| School Street Sidewalk<br>Bid Opening 9/13/2016 | Hatch Asphalt<br>Millis, MA     | Lorusso Corp<br>Plainville, MA | Pavao Constr.<br>Dighton, MA | Tasco Construction<br>Belmont, MA |
|-------------------------------------------------|---------------------------------|--------------------------------|------------------------------|-----------------------------------|
| <b>Bid Bond</b>                                 | No Bid Bond<br>Bid not accepted | Yes                            | Yes                          | Yes                               |
| <b>Reference</b>                                | Yes                             | Yes                            | Yes                          | Yes                               |
| <b>Total Cost</b>                               | \$44,800                        | \$91,486                       | \$108,000                    | \$117,000                         |

## **EXHIBIT B**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for **SCHOOL STREET SIDEWALKS** (hereinafter referred to as the "Services"), by and between **Lorusso Corporation**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 3 Belcher Street, Plainville, MA 02762, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

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

#### **ARTICLE 1: CONTRACT DOCUMENTS**

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

- 1) This agreement between town and contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract.

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

#### **ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, **School Street Sidewalks** and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

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

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

(c) If the CONTRACTOR fails to complete the work by the date specified in (a) of this Article, or an extended completion date which is mutually agreed upon by the TOWN and the CONTRACTOR, the awarding authority shall recover as liquidated damages \$1000.00 (Thousand Dollars) per day for each day beyond the Contract completion date that the work is not completed

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

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$91,486 [Ninety one thousand four hundred eighty six dollars] as:

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

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

#### **ARTICLE 5: PAYMENT**

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

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G.

#### **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall

determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

#### **ARTICLE 7: TERMINATION**

- (a) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to CONTRACTOR. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

#### **ARTICLE 8: NOTICE**

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

**Town of Medway:**

Town of Medway - DPS  
David D'Amico, DPS Deputy Director  
45B Holliston Street --Door #9  
Medway, MA 02053

**Contractor:**

Name William Stearns  
Title Chief Operating Officer  
Company Lorusso Corporation  
Address 3 Belcher Street  
Plainville, MA 02762

## ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

## ARTICLE 10: SUBCONTRACTING OF WORK

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

## **ARTICLE 11: MATERIALS AND WORKMANSHIP**

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

## **ARTICLE 12: PREVAILING WAGE RATES**

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

## **ARTICLE 13: PERFORMANCE AND PAYMENT BONDS**

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Agreement price for payment of all labor and materials used to carry out the Agreement.

## **ARTICLE 14: GUARANTEE OF WORK**

- (a) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
  - (1) Make goods and services conform to this Agreement;
  - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

## **ARTICLE 15: GOVERNING LAW**

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



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

**ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

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

**ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

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

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

**ARTICLE 18: CORPORATE CONTRACTOR**

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

**ARTICLE 19: GENERAL LAWS**

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

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

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

CONTRACTOR: Lorissa Corp

TOWN OF MEDWAY  
By its Board of Selectmen

By: [Signature]

Title: C.O. A.

Corporate Seal:

[Signature] 9-27-16  
Thomas Holder - Director  
Department of Public Service

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

[Signature]  
Town Accountant

Approved As To Form

[Signature]  
Town Counsel

Dated: 9/28/16

Dated: 9-27-16

Funding Source:

Account: 0242102-5258

Exhibit C

**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**

Corporate Name (please print or type) Lorusso Corp.

Signature of Corporate Officer [Signature] Date 9/19/2016

Name of Corporate Officer (please print or type) William E. Starnes III Title COO

Taxpayer Identification Number [Redacted]

\* 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.

CORPORATE OFFICE  
3 BELCHER STREET  
PLAINVILLE, MA 02762  
(508) 695-3252  
FAX (508) 699-2387  
WWW.LORUSSOCORP.COM



BITUMINOUS CONCRETE  
CRUSHED STONE  
SAND & GRAVEL  
RECYCLED AGGREGATES  
SCREENED LOAM  
PAVING & CONSTRUCTION

**LORUSSO CORP.**

PLAINVILLE • NORWOOD • ATTLEBORO

At a regularly called meeting of the Board of Directors of the Lorusso Corporation held on January 4, 2016 at which a quorum was present, it was voted, that William E. Stearns III, Chief Operating Officer of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such Vice President under seal of this company shall be valid and binding upon this company.

A true copy  
ATTEST:

\_\_\_\_\_  
Clerk Gerard C. Lorusso  
Massachusetts Corporation

Place of business 3 Belcher Street Plainville, MA 02762

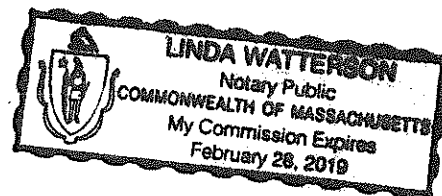
I hereby certify that I am the clerk of the

Lorusso Corporation that William E. Stearns III is the duly elected Chief Operating Officer of said company, and that the above vote has not been amended or rescinded and remains in full force and as of the date.

\_\_\_\_\_  
Clerk Gerard C. Lorusso  
Massachusetts Corporation

Then personally appeared the above named and acknowledged the foregoing instrument to be his free act and deed before me.

\_\_\_\_\_  
Notary Public Comm. Ex. 2/28/19





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.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

Lorusso Corp.

\_\_\_\_\_  
Name of Business (please type or print)

Exhibit G

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**OSHA TRAINING**

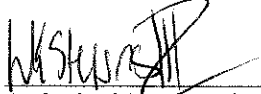
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

**COMPLETE AND SIGN BELOW:**



Authorized Person's Signature

9/19/2016  
Date

William E. Spinas III G.O.O.  
Print Name & Title of Signatory

Lomasso Corp.  
Name of Contractor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/19/2016

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).

|                                                                                              |                                                                                                                                       |                       |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>TDA, Inc., The Driscoll Agency<br>93 Longwater Circle<br>Norwell MA 02061 | <b>CONTACT NAME:</b> Ted Matthews<br><b>PHONE (A/C, No, Ext):</b> 781-421-2464<br><b>E-MAIL ADDRESS:</b> tmatthews@driscollagency.com | <b>FAX (A/C, No):</b> |
|                                                                                              | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                  |                       |
| <b>INSURED</b><br>Lorusso Corp.<br>3 Belcher Street<br>Plainville MA 02762                   | <b>INSURER A :</b> Travelers Property Casualty Company                                                                                | <b>NAIC #</b> 25674   |
|                                                                                              | <b>INSURER B :</b> OLD REPUBLIC GENERAL INS CORP                                                                                      | <b>NAIC #</b> 24139   |
|                                                                                              | <b>INSURER C :</b> Starr Indemnity & Liability Company                                                                                | <b>NAIC #</b> 38318   |
|                                                                                              | <b>INSURER D :</b>                                                                                                                    |                       |
|                                                                                              | <b>INSURER E :</b>                                                                                                                    |                       |
|                                                                                              | <b>INSURER F :</b>                                                                                                                    |                       |

**COVERAGES**      **CERTIFICATE NUMBER:** 857421184      **REVISION NUMBER:**

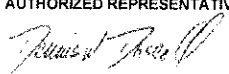
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y                  | A2CG02081604       | 1/1/2016                | 1/1/2017                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                 | Y                  | A2CA02081604       | 1/1/2016                | 1/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0                                                                       |                    | 1000021483         | 1/1/2016                | 1/1/2017                | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$                                                                                                                                                                             |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                 | Y/N<br>N           | A2CW02081604       | 1/1/2016                | 1/1/2017                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                         |
| A        | Risks of Direct Physical Loss, 80% Coins. \$1,000 Deduct RC.                                                                                                                                                                                                                                                                                           |                    | QT660221D3093TIL16 | 1/1/2016                | 1/1/2017                | Leased/Rented Equipment 300,000                                                                                                                                                                                                          |

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

RE; Bituminous Concrete Paving

Re; School Street Sidewalks  
 Town of Medway included as an Additional Insured for Automobile Liability for the conduct of the (Named) Insured, but only to the extent of that liability, as required by a signed written contractor or agreement with the Named Insured.  
 See Attached...

|                                                                                                                            |                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>TOWN OF MEDWAY<br>DEPARTMENT OF PUBLIC SERVICE<br>45B HOLLISTON STREET<br>MEDWAY MA 02053 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                          |           |                                                                           |  |
|------------------------------------------|-----------|---------------------------------------------------------------------------|--|
| AGENCY<br>TDA, Inc., The Driscoll Agency |           | NAMED INSURED<br>Lorusso Corp.<br>3 Belcher Street<br>Plainville MA 02762 |  |
| POLICY NUMBER                            |           | EFFECTIVE DATE:                                                           |  |
| CARRIER                                  | NAIC CODE |                                                                           |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Town of Medway is included as Additional Insured for General Liability as required by a signed, written contract, or agreement with the Named Insured.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                     | <b>Location(s) Of Covered Operations</b> |
|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| WHERE REQUIRED BY WRITTEN CONTRACT                                                                     | WHERE REQUIRED BY WRITTEN CONTRACT       |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                          |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**POLICY NUMBER:**  
**A2CG02081604**

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                     | <b>Location And Description Of Completed Operations</b> |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| WHERE REQUIRED BY WRITTEN CONTRACT                                                                     | WHERE REQUIRED BY WRITTEN CONTRACT                      |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                         |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223428

Certificate No. 006804764

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Driscoll, Dennis W. Driscoll, Timothy P. Lyons, Claire Cavanaugh, Martin L. Donovan, and George G. Powers

of the City of Norwell, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 20th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



ATTEST:

Travelers Casualty and Surety Company of America  
Surety

Timothy P. Lyons  
(Attorney-in-Fact)

By



93 Longwater Circle

Norwell MA 02061  
(Address-Zip Code)

(SEAL)

Witness as to Surety

93 Longwater Circle

Norwell MA 02061  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IN WITNESS WHEREOF, this instrument is executed in Three (3) counterparts, each one of which shall be deemed an original, this the 3rd day of October, 2016 .

ATTEST:

Lorusso Corporation

Principal

William E. Stearns III  
(Principal Secretary)

By 

3 Belcher Street

Plainville, MA 02762  
(Address-Zip Code)

(SEAL)

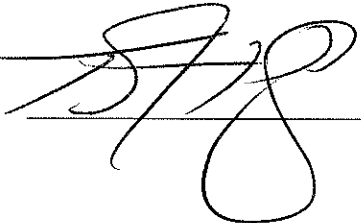
Witness as to Principal  
3 Belcher Street

Plainville, MA 02762  
(Address-Zip Code)

ATTEST:

Travelers Casualty and Surety Company of America  
Surety

Timothy P. Lyons  
(Attorney-in-Fact)

By 

93 Longwater Circle

Norwell MA 02061  
(Address-Zip Code)

(SEAL)

Witness as to Surety  
93 Longwater Circle

Norwell MA 02061  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.



Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.



# **AGENDA**

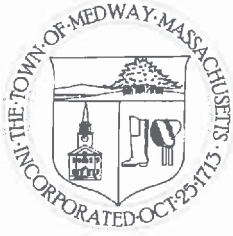
## **ITEM #4**

### **Contract Approval - Precision Industrial Maintenance, Inc. for Winthrop Street Culvert Repairs - \$84,000**

#### **Associated backup materials attached:**

- Memo- Thomas Holder, DPS Director
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Precision Industrial Maintenance for Winthrop Street Culvert repairs in an amount not to exceed \$84,000.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

---

*Entrusted To  
Manage The  
Public  
Infrastructure*

---

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services

Date: October 3, 2016

RE: **Precision Industrial Maintenance, Inc. – Winthrop Street Culvert Repair**

---

Please find attached five (5) copies of a contract for **Precision Industrial Maintenance for Winthrop Street Culvert Repair**

Repair 40 feet of 72 inch diameter corrugated metal pipe culvert..

### **Bid opening results**

|                             |                 |
|-----------------------------|-----------------|
| <b>Precision Industrial</b> | <b>\$84,000</b> |
| Quadex Lining System        | \$145,285       |
| Aqua Line Utility           | \$163000        |
| D'Allessandro               | \$166,060       |

We greatly appreciate your consideration of this issue.

**Town of Medway, MA  
Winthrop Street Culvert Repair  
Contract No. 16-1  
BID SUMMARY  
BID DATE: August 9, 2016**

WESTON & SAMPSON  
Peabody, MA

|   | <b>Contractor</b>                      | <b>Base Bid</b> | <b>Base Bid substituting<br/>Bid Alternate A</b> | <b>Base Bid substituting<br/>Bid Alternate B</b> |
|---|----------------------------------------|-----------------|--------------------------------------------------|--------------------------------------------------|
| 1 | Precision Industrial Maintenance, Inc. | \$84,000.00     | N/A                                              | N/A                                              |
| 2 | Quadex Lining Systems, LLC.            | \$145,285.00    | N/A                                              | N/A                                              |
| 3 | Aqua Line Utility, Inc.                | \$163,000.00    | \$350,000.00                                     | \$450,000.00                                     |
| 4 | D'Allessandro Corp.                    | \$166,060.00    | N/A                                              | \$158,620.00                                     |

T:\CSD\Bid Tabulation\2016\[Medway Winthrop Culvert.xls]Bid Tabulation

**Medway, MA**  
**Weston & Sampson Job No. 2160284**

September 19, 2016

Mr. Thomas M. Holder, Director  
Department of Public Services  
45B Holliston Street  
Medway, MA 02053

Re: Winthrop Street Culvert Repair  
Contract No. 16-1

Dear Mr. Holder,

Forwarded herewith for approval and execution are six (6) copies of the Contract for the Winthrop Street Culvert Repair, Contract No. 16-1, together with a draft Notice to Proceed.

Page 00520-3 of the Agreement requires the following signatures.

- Town Counsel should review the Agreement and signify Approval as to Form.
- The Town Accountant or Certification Official should sign the certification of appropriation block.
- You, as Director, should execute the Agreement.

The date that you execute the Agreement should be inserted on Pages 00520-1, 00610-1 and 00615-1.

Please retain three (3) executed copies of the contract for the town's use, return two (2) copies to Weston & Sampson, and forward one (1) directly to Precision Industrial Maintenance, Inc. You should issue two copies of a Notice to Proceed to Precision Industrial after the contracts are signed with the Notice to Proceed effective date approximately ten (10) days after the Agreement signing date. The completion date for all work shall be 60 consecutive calendar days after the effective date indicated in the Notice to Proceed. Request that Precision Industrial acknowledge the Notice to Proceed by signing the Acknowledgement block and returning one copy.

Very truly yours,  
WESTON & SAMPSON



David Burke ANDREA DAVID BUR  
Manager Construction Services

O:\MEDWAY MA\CONSTRUCTION\WINTHROP ST CULVERT\CONTRACTS\EXECUTED.DOC

"DRAFT"

NOTICE TO PROCEED

TO: Todd Kuburn, President  
Precision Industrial Maintenance, Inc.  
1710 Erie Boulevard  
Schenectady, NY 12308

Date:  
Project: **2160284 Medway, MA**  
Winthrop Street Culvert Repair  
Contract No. 16-1

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2016, on or before \_\_\_\_\_, 2016, and you are to complete all WORK within 60 consecutive calendar days thereafter.

Town of Medway, Massachusetts  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGEMENT OF NOTICE  
Receipt of the above NOTICE TO PROCEED  
is hereby acknowledged:

this the \_\_\_\_\_ day of \_\_\_\_\_, 2016

Precision Industrial Maintenance, Inc.

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification  
Number \_\_\_\_\_

cc: David Burke - Weston & Sampson

SECTION 00520

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between The Town of Medway, Massachusetts hereinafter called "OWNER," acting herein through its Board of Selectmen and Precision Industrial Maintenance, Inc. doing business as (a corporation) (~~a limited liability company~~) (~~a partnership~~) (~~a joint venture~~) (~~an individual~~)\* located in the (City) (~~Town~~)\* of Schenectady, County of Schenectady, and State of New York, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

**WINTHROP STREET CULVERT REPAIR, CONTRACT 16-1  
(BASE BID)**

hereinafter called the project, for the sum of **Eighty Four Thousand Dollars and Zero Cents (\$84,000.00)** and all extra work in connection therewith, under the terms as stated in the General and Supplementary Conditions; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, Section 00800, SUPPLEMENTARY CONDITIONS, Section 00830, STATE REGULATIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson Engineers, Inc., including all bid documents

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 60 consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the Liquidated Damages provisions of Section 00800 SUPPLEMENTARY CONDITIONS.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

Subject to G.L. c.30, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS and Section 00800, SUPPLEMENTARY CONDITIONS

In accordance with the requirements of G.L. c.149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit, to the awarding authority on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned contractor agrees, in addition to any other remedies available to the awarding authority, to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of Medway, Massachusetts  
(Owner)

By \_\_\_\_\_

Tom Holder


(Name)

Director, Department of Public Services

(Title)

Precision Industrial Maintenance, Inc.

(Contractor)

By 

Scott R. Almas

(Name)

CEO / General Counsel

(Title)

1710 Erie Blvd

(Address)

Schaumburg, NY 12508

(City and State)

Approved as to Form:

By 

(Owner's Counsel)

Mark R. Reich

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the \_\_\_\_\_ has been authorized to execute the Contract and approve all requisitions and change orders.

By \_\_\_\_\_

(Owner's Accountant)

\_\_\_\_\_  
(Name)





IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of Medway, Massachusetts  
(Owner)

By \_\_\_\_\_

Tom Holder  
(Name)  
Director, Department of Public Services  
(Title)

Precision Industrial Maintenance, Inc.  
(Contractor)

By 

Scott R Almas  
(Name)

CEO / General Counsel  
(Title)

1710 Eric Blvd  
(Address)

Schaumburg, IL 60196  
(City and State)

Approved as to Form:

By \_\_\_\_\_  
(Owner's Counsel)

\_\_\_\_\_  
(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor and that the \_\_\_\_\_ has been authorized to execute the Contract and approve all requisitions and change orders.

By \_\_\_\_\_  
(Owner's Accountant)

\_\_\_\_\_  
(Name)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Precision Industrial Maintenance, Inc.

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

Laborers; Operators; Drivers; Supervisors.

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with ~~all~~ provisions contained herein.

  
\_\_\_\_\_  
Signature of authorized representative of Contractor

9/7/2016

\_\_\_\_\_  
Date

Scott R. Almas

\_\_\_\_\_  
Printed name of authorized representative of Contractor

**DEP-DMS-P&S-17**

CERTIFICATE OF VOTE  
(to be filed if Contractor is a Corporation)

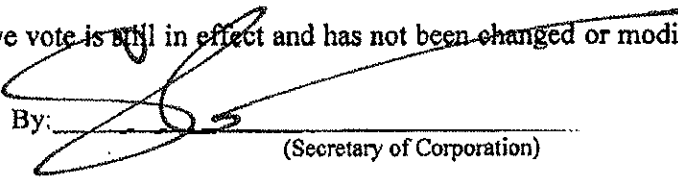
I, Scott R Almas, hereby certify that I am the duly qualified and acting Secretary of  
(Secretary of Corporation)  
~~Precision Industrial Industries~~ and I further certify that a meeting of the Directors of said  
company, Maintenance, Inc.  
(Name of Corporation)  
duly called and held on 9.7.16, at which all members were present and voting, the  
(Date of Meeting)  
following vote was unanimously passed:

VOTED: To authorize and empower

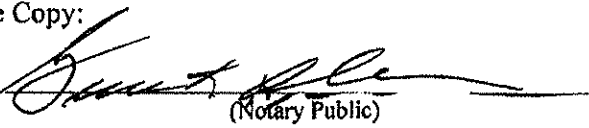
Scott R. Almas

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

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

By:   
(Secretary of Corporation)

A True Copy:


Attest:   
(Notary Public)

My Commission Expires: Notary Public, State Of New York  
Qualified in Saratoga County  
Reg. No. 01ST4822197  
Commission Expires On 4/30/18

Contractor's Certification (Continued)

**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 natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature   
\_\_\_\_\_  
Print Name & Title Scott R Almas, COO


Date 9.7.16  
\_\_\_\_\_  
Company Name Precision Industrial Maintenance Inc

**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

Scott R Almas, authorized signatory for Precision Industrial Maintenance Inc  
*Name of individual* *Name of contractor*


do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
\_\_\_\_\_  
Signature

9.7.16  
\_\_\_\_\_  
Date

**LABOR HARMONY AND OSHA TRAINING REQUIREMENTS**

The undersigned certifies under penalties of perjury that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work and that all employees to be employed at the worksite and in the work will have completed an OSHA-approved construction safety and health course lasting at least ten (10) hours.

Signature   
\_\_\_\_\_  
Print Name & Title Scott R Almas, COO

Date 9.7.16  
\_\_\_\_\_  
Company Name Precision Industrial Maintenance Inc

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
Name of the Subcontractor

certifies that it:

- 7. Will not discriminate in their employment practices;
- 8. Intends to use the following listed construction trades in the work under the contract:

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

and

- 9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
- 10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
- 11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
- 12. Agrees to comply with all provisions contained herein.

\_\_\_\_\_  
Signature of authorized representative of Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of authorized representative of Subcontractor

END OF SECTION

O:\Medway MA\Winthrop Street Culvert\Specs\00520-Agreement.docx

SECTION 00610

PERFORMANCE BOND Bond No. 0195709

KNOW ALL MEN BY THESE PRESENTS: That we Precision Industrial Maintenance, Inc.  
1710 Erie Blvd., Schenectady, NY 12308  
(Name of Contractor)

a Corporation hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture, LLC or Individual)

Berkley Insurance Company of Morristown, State of New Jersey  
(Surety) (City)

hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of Eighty-Four Thousand Dollars and Zero Cents (\$ 84,000.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has entered into a certain contract with the Owner (the "Construction Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the construction described as follows:

**WINTHROP STREET CULVERT REPAIR, CONTRACT NO. 16-1**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond, and Contractor hereby agrees not to assert any claims against Surety under any indemnity or similar agreements on the grounds that Surety has interfered with the Construction Contract by fulfilling its obligations hereunder in the absence of a termination of said contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at

the consent and election of the Owner, shall promptly take one of following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall reasonably decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.


The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.


The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.



IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 9th day of September, 2016.

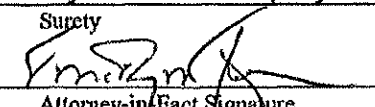
ATTEST:

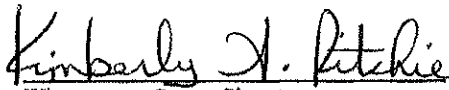
Precision Industrial Maintenance, Inc.  
Principal  
By   
Signature  
Todd Kilburn, President  
Name and Title  
1710 Erie Blvd.  
Address  
Schenectady, New York 12308  
City and State

  
Witness as to Principal Signature  
Scott Almas, Chief Operating Officer  
Name and Title  
1710 Erie Blvd.  
Address  
Schenectady, New York 12308  
City and State

(SEAL)

ATTEST:

Berkley Insurance Company  
Surety  
By   
Attorney-in-Fact Signature  
Timothy M. Tyrrell Attorney-in-Fact  
Name and Title  
412 Mt. Kemble Avenue, Suite 310N  
Address  
Morristown, New Jersey 07960  
City and State

  
Witness as to Surety Signature  
Kimberly A. Ritchie, Notary Public  
Name and Title  
677 Broadway  
Address  
Albany, New York 12207  
City and State

(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

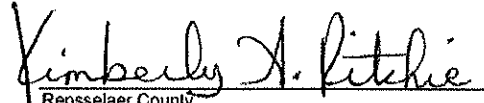
**Berkley Insurance Company  
Wilmington, Delaware**

**ATTORNEY-IN-FACT JUSTIFICATION  
PRINCIPAL'S ACKNOWLEDGMENT - IF A CORPORATION**

State of New York,  
County of Albany} <sup>86</sup>

On this 9th day of September, 2016, before me personally appeared Todd Kilburn, to me known, who, being by me duly sworn, deposes and says: That he/she resides in Loudonville, New York; that he/she is the President of Precision Industrial Maintenance, Inc., the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

KIMBERLY A. RITCHIE  
Notary Public, State of New York  
No. 01R16215612  
Qualified in Rensselaer County,  
Commission Expires January 4, 2018

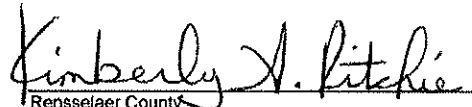
  
Rensselaer County  
Comm. Exp. 01/04/2018

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of New York,  
County of Albany} <sup>86</sup>

On this 9th day of September, 2016, before me personally appeared Timothy M. Tyrrell; to me known, who, being by me duly sworn, did depose and say: That he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Berkley Insurance Company, a corporation, created, organized and existing under and by virtue of the laws of the State of Delaware, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

KIMBERLY A. RITCHIE  
Notary Public, State of New York  
No. 01R16215612  
Qualified in Rensselaer County,  
Commission Expires January 4, 2018

  
Rensselaer County  
Comm. Exp. 01/04/2018

# BERKLEY INSURANCE COMPANY

## STATUTORY BALANCE SHEET DECEMBER 31, 2015 (AMOUNTS IN THOUSANDS)

### Admitted Assets

|                               |    |                   |
|-------------------------------|----|-------------------|
| Bonds                         | \$ | 8,870,177         |
| Common & Preferred Stocks     |    | 3,285,217         |
| Cash & Short Term Investments |    | 567,599           |
| Premiums Receivable           |    | 1,396,912         |
| Other Assets                  |    | <u>2,989,424</u>  |
| <u>Total Admitted Assets</u>  | \$ | <u>17,109,329</u> |

### Liabilities & Surplus

|                           |    |                |
|---------------------------|----|----------------|
| Loss & LAE Reserves       | \$ | 8,753,797      |
| Unearned Premium Reserves |    | 2,503,622      |
| Other Liabilities         |    | <u>556,351</u> |

Total Liabilities \$ 11,813,770

|                            |    |                  |
|----------------------------|----|------------------|
| Common Stock               | \$ | 43,000           |
| Preferred Stock            |    | 10               |
| Additional Paid In Capital |    | 2,818,041        |
| Unassigned Surplus         |    | <u>2,434,508</u> |

Total Policyholders' Surplus \$ 5,295,559

Total Liabilities & Surplus \$ 17,109,329

### Officers:

President: William Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Eugene George Ballard

### Directors:

William Robert Berkley,  
(Chairman)  
William Robert Berkley, Jr.  
Eugene George Ballard  
Paul James Hancock  
Carol Josephine LaPunzina  
Ira Seth Lederman  
Carl Fred Madsen

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles C. Leach, III; Timothy M. Tyrrell; Patrick J. Clyne; Eric J. Canterbury; or Jaymie P. Columbus of Arthur J. Gallagher Risk Management Service, Inc. of Albany, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5<sup>th</sup> day of January, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafer  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 5<sup>th</sup> day of January, 2016, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9<sup>th</sup> day of September, 2016

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprinting and confirmation (on reverse) must be in blue ink.

SECTION 00615

PAYMENT BOND Bond No. 0195709

KNOW ALL MEN BY THESE PRESENTS: That we Precision Industrial Maintenance, Inc.  
1710 Erie Blvd., Schenectady, New York 12308  
(Name of Contractor)

a Corporation hereinafter called "Principal"  
and (Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)  
Berkley Insurance Company of Morristown, State of New Jersey  
(Surety) (City) (State)

hereinafter called "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts are held and firmly bound to the Town of Medway, Massachusetts, hereinafter called "Owner," in the penal sum of \_\_\_\_\_  
Eighty-Four Thousand Dollars and Zero  
Cents (\$ 84,000.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction described as follows:

**WINTHROP STREET CULVERT REPAIR, CONTRACT NO. 16-1**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications. The Surety Company providing the bond shall have a rating of AAA or better within the Best Key Rating Guide.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.


The Surety hereby agrees and admits that Massachusetts law shall govern the adjudication of any dispute regarding this bond; and furthermore, the Surety hereby agrees and admits that the

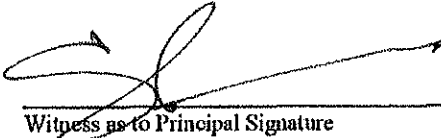
Norfolk County Superior Court of the Commonwealth of Massachusetts shall have personal jurisdiction over the Surety in any litigation regarding this bond.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 9th day of September, 2016.

ATTEST:


Precision Industrial Maintenance, Inc.  
Principal  
By   
Signature  
Todd Kilburn, President  
Name and Title  
1710 Erie Blvd.  
Address  
Schenectady, New York 12308  
City and State

  
Witness as to Principal Signature  
Scott Almas, Chief Operating Officer  
Name and Title  
1710 Erie Blvd.  
Address  
Schenectady, New York 12308  
City and State

(SEAL)

ATTEST:

Berkley Insurance Company  
Surety  
By   
Attorney-in-Fact Signature  
Timothy M. Tyrrell, Attorney-in-Fact  
Name and Title  
412 Mt. Kemble Avenue, Suite 310N  
Address  
Morristown, New Jersey 07960  
City and State

  
Witness as to Surety Signature  
Kimberly A. Ritchie, Notary Public  
Name and Title  
677 Broadway  
Address  
Albany, New York 12207  
City and State

(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

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12/23/2009

00615-3

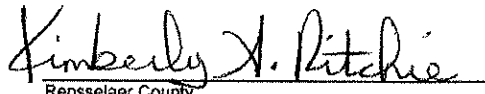
**Berkley Insurance Company  
Wilmington, Delaware**

**ATTORNEY-IN-FACT JUSTIFICATION  
PRINCIPAL'S ACKNOWLEDGMENT - IF A CORPORATION**

State of New York,  
County of Albany) <sup>55</sup>

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KIMBERLY A. RITCHIE  
Notary Public, State of New York  
No. 01R05215612  
Qualified in Rensselaer County  
Commission Expires January 4, 2018

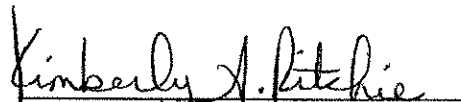
  
Rensselaer County  
Comm. Exp. 01/04/2018

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State of New York,  
County of Albany) <sup>55</sup>

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KIMBERLY A. RITCHIE  
Notary Public, State of New York  
No. 01R05215612  
Qualified in Rensselaer County  
Commission Expires January 4, 2018

  
Rensselaer County  
Comm. Exp. 01/04/2018



# BERKLEY INSURANCE COMPANY

## STATUTORY BALANCE SHEET DECEMBER 31, 2015 (AMOUNTS IN THOUSANDS)

### Admitted Assets

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|                                        |    |                   |
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| <u>Total Liabilities</u>               | \$ | <u>11,813,770</u> |
| Common Stock                           | \$ | 43,000            |
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| Additional Paid In Capital             |    | 2,818,041         |
| Unassigned Surplus                     |    | <u>2,434,508</u>  |
| <u>Total Policyholders' Surplus</u>    | \$ | <u>5,295,559</u>  |
| <u>Total Liabilities &amp; Surplus</u> | \$ | <u>17,109,329</u> |

### Officers:

President: William Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Eugene George Ballard

### Directors:

William Robert Berkley,  
(Chairman)  
William Robert Berkley, Jr.  
Eugene George Ballard  
Paul James Hancock  
Carol Josephine LaPunzina  
Ira Seth Lederman  
Carl Fred Madsen

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles C. Leach, III; Timothy M. Tyrrell; Patrick J. Clyne; Eric J. Canterbury; or Jaymie P. Columbus of Arthur J. Gallagher Risk Management Service, Inc. of Albany, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5<sup>th</sup> day of January, 2016.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman  
Ira S. Lederman  
Senior Vice President & Secretary

By Jeffrey M. Hafer  
Jeffrey M. Hafer  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 5<sup>th</sup> day of January, 2016, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9th day of September, 2016

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint (printing and confirmation (on reverse) must be in blue ink.

Client#: 30408

PRECIIND

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/09/2016

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: Amsure - a Division of ATCFSI, 12 Computer Drive West, PO Box 15044, Albany, NY 12212-5044. CONTACT NAME, PHONE (A/C, No, Ext): 518 458-1800, FAX (A/C, No): 518 458-8390. INSURER(S) AFFORDING COVERAGE: INSURER A: Markel Insurance Company (38970), INSURER B: Starr Indemnity & Liability Com (38318), INSURER C: Federal Insurance Company (20281), INSURER D: Illinois Union Insurance Compan (27960), 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (3C41642), AUTOMOBILE LIABILITY (SISIPCA08329216), B UMBRELLA LIAB (1000336500161), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (0044727943), D Pollution Liability (CPYG27845290001).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured/Waiver of Subrogation coverage shown above (and marked with an X) apply only when such coverage is required by written contract signed by the insured prior to a loss. Project: Winthrop Street Culvert Repair; Contract No. 16-1 - Town of Medway, MA. The Town of Medway and its employees, agents and officials and Weston & Sampson are included as additional insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and (See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: The Town of Medway, 155 Village Street, Medway, MA 02053. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

## DESCRIPTIONS (Continued from Page 1)

**Umbrella Liability** if required by written contract. Waiver of subrogation applies in favor of all parties with respects to **General Liability, Automobile Liability, Umbrella Liability and Workers Compensation** if squired by written contract. Thirty (30) days prior written notice applies in the event of cancellation.

# AGENDA

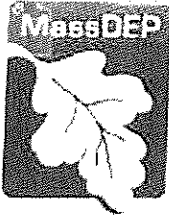
## ITEM #5

### Grant Acceptance - MassDEP Recycling Dividends - \$5,400

#### **Associated backup materials attached:**

- Correspondence - Martin Suuberg, DEP Commissioner
- Notice of Grant Award

**Proposed Motion:** I move that the Board authorize the expenditure of the Mass DEP Recycling Dividends Grant in the amount of \$5,400 as presented.



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

**Department of Environmental Protection**  
One Winter Street Boston, MA 02108 • 617-292-5500

David D. Baker  
Secretary

Scott E. Pollio  
Assistant Secretary

Andrew P. Boston  
Secretary

Martin Suuberg  
Commissioner

September 7, 2016

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

Dear Mr. Boynton,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Medway Recycling Dividends funds and Small-Scale Initiative funds under the Sustainable Materials Recovery Program. The Town of Medway has earned 11 points and will receive \$5,400.

Please note, awards for the following grant categories are being evaluated (Mattress Recycling Initiative, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance, Waste Reduction Enforcement Coordinator, Waste Reduction Projects, Organics Capacity Projects) and will be announced separately.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The key dates and deadlines specific to your award are summarized in the enclosed Checklist. The detailed terms and conditions are specified in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at 617-292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg  
Commissioner

cc: Tom Holder, DPW Director

**TOWN OF MEDWA+A1:I39Y  
NOTICE OF GRANT AWARD**

DEPARTMENT: DPS DATE: 10/3/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Tom Holder

NAME OF GRANT: Sustainable Materials Recovery Program

GRANTOR: MADEP

GRANT AMOUNT: \$5,400.00

GRANT PERIOD: Calendar Year 2017

SCOPE OF GRANT/  
ITEMS FUNDED This grant provides funding to Municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Eligible items for funding are; compost bins, rolloff containers, public outreach, equipment to support collection of hard to recycle materials. Full Grant Fund is sent directly to Town for expenditure on necessary items.

IS A POSITION BEING  
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

ARE MATCHING TOWN  
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO TOWN?  
No

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

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

DATE \_\_\_\_\_

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

**ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT**

# **AGENDA**

## **ITEM #6**

**Approval – Community Septic Management  
Program Interim Loan -\$200,000**

**Associated backup materials attached:**

- Memo - Joanne Russo, Treasurer
- Loan Note

**Note: Please refer to motions provided by Bond Counsel**





## *Town of Medway*

*Office of the Town Treasurer  
155 Village Street, Medway MA 02053  
Tel: (508) 533-3205  
[jrusso@townofmedway.org](mailto:jrusso@townofmedway.org)*

### MEMORANDUM

**TO: BOARD OF SELECTMAN**

**CC: CAROL PRATT, FINANCE DIRECTOR**

**FROM: JOANNE M. RUSSO, TREASURER/COLLECTOR**

**RE: APPROVAL OF MCWT INTERIM LOAN**

**DATE: 10/04/2016**

---

Attached for your consideration is a motion to approve the borrowing of \$200,000.00 MCWT Interim Septic Loan.

\*A vote of the Town passed May 9, 2016 (Article 13) which authorized a total borrowing of \$200,000.00 for a community Septic Management Loan Program.

## VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Medway, Massachusetts, certify that at a meeting of the board held October 4, 2016, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was passed, all of which appears upon the official record of the board in my custody:

- VOTED
- (1) that the Town shall issue a bond or bonds in an aggregate principal amount not to exceed \$200,000(the “Bonds”) pursuant to Chapters 29C and 111 of the General Laws and a vote of the Town passed May 9, 2016 (Article 13), which authorized a total borrowing of \$200,000, for a community septic management loan program (the “Project”);
  - (2) that in anticipation of the issuance of the Bonds the Treasurer is authorized to issue an interim loan note or notes (the “Notes”) from time to time in an aggregate principal amount not to exceed \$200,000;
  - (3) that each Bond or Note shall be issued as a single registered security, and sold to the Massachusetts Clean Water Trust (the “Trust”) at a price determined pursuant to the Financing Agreement;
  - (4) that the Treasurer is authorized to determine the date, the form, the maximum interest rate and the principal maturities of each Bond and Note, and to execute a Financing Agreement or Agreements with the Trust with respect to the sale of the Bonds and Notes, such date, form and maturities and the specific interest rate or rates of the Bonds and Notes to be approved by a majority of the Board of Selectmen and the Treasurer and evidenced by their execution of the Bonds or Notes;
  - (5) that all action taken to date by the Town and its officers and agents to carry out the Project and its financing, including the execution of any loan agreement by the Treasurer, are hereby ratified, approved and confirmed; and
  - (6) that the Treasurer and the other appropriate Town officials are each hereby authorized to take any and all actions necessary or convenient to carry out the provisions of this vote, including execution and delivery of the Financing Agreement or Agreements and the Project Approval Certificate and Regulatory Agreement or Agreements relating to the Project.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth

in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds or Notes were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: October 4, 2016

\_\_\_\_\_  
Clerk of the Board of Selectmen

AM 58705151.2

(Please Note: The following statements are an essential part of the permanent note record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

**Town of Medway, Massachusetts**

**\$200,000 Community Septic Management Program Interim Loan Note**

CERTIFICATE

We, the Selectmen and the Treasurer of the Town of Medway, Massachusetts (the "Town"), certify that we have signed the \$200,000 zero percent (0%) Interim Loan Note (the "Note") of the Town dated October 1, 2016 and payable on the Closing Date. The Note bears the Town seal, which is also affixed to this certificate.

We further certify that Financing Agreement No. CWT-16-06 with the Massachusetts Clean Water Trust, formerly known as the Massachusetts Pollution Abatement Trust (the "Trust"), dated as of July 13, 2016 providing for the Interim Loan evidenced by the Note, and the Project Approval Certificate and Regulatory Agreement No. CWT-16-06 with the Department of Environmental Protection dated as of July 1, 2016 relating to the Project financed by the Note have been signed by the Treasurer or other duly authorized Town official and we hereby confirm those Agreements. Capitalized terms used in this certificate and not otherwise defined shall have the same meanings given those terms in the Financing Agreement and Chapter 29C of the General Laws (the "Enabling Act"). The Financing Agreement and the Project Approval Certificate and Regulatory Agreement are sometimes referred to collectively in this certificate as the "Agreements."

We, the Selectmen and the Treasurer, also certify as follows:

1. Authority. The Note is issued pursuant to the Enabling Act, Chapter 111, Section 127B½ of the General Laws (the "Applicable Authority") and a vote of the Town passed May 9, 2016 (Article 13), which authorized a total borrowing of \$200,000.

Execution of the Agreements was further authorized, ratified, approved and confirmed by a vote of the Selectmen passed October 3, 2016 (the "Selectmen's Vote").

2. Other Debt. No other debt has been incurred under that vote of the Town.

3. Representations under Section 2 of the Terms and Conditions to the Massachusetts Clean Water Trust Financing Agreement.

(i) The Town is a Local Governmental Unit as defined in the Enabling Act with full legal right and authority under the Enabling Act and the Applicable Authority to authorize, execute and deliver the Agreements, to execute, issue and deliver the Note, to undertake the Project, and to carry out and consummate all transactions contemplated by the foregoing.

(ii) The Town has duly and validly authorized the execution and delivery of the Agreements and the Note and all approvals, consents and other governmental proceedings necessary for the execution and delivery of any of the foregoing or required to make them the legally binding obligations of the Town that they purport to be in accordance with their terms have been obtained or made.

(iii) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than any disclosed to the Trust and the Department of Environmental Protection in the Application, is pending or, to our knowledge, threatened seeking to restrain or enjoin the execution or delivery or performance of any of the Agreements or the Note or the carrying out of the Project; or contesting or adversely affecting the validity of the Agreements or the Note or the power of the Town to assess and collect taxes, rates and charges to pay the Payments; and neither the corporate existence of the Town nor the title to office of any of us or any other Authorized Officer of the Town executing the Agreements or the Note is being contested.

(iv) The authorization, execution and delivery of each of the Agreements and the Note, and performance of each of them, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Town is a party or by which it or any of its properties is bound.

(v) The Financing Agreement and the Note are valid general obligations of the Town, for the payment of which its full faith and credit are pledged, enforceable in accordance with their terms and the terms of the Enabling Act and the Applicable Authority, and payable as to principal, premium and interest, if any (to the extent not paid from other sources) from taxes which may be levied upon all taxable property within the territorial boundaries of the Town, without limit as to rate or amount.

4. No Default. As of this date, no Event of Default or Default, as applicable, and no event which with the passage of time or the giving of notice may become or may be declared to be an Event of Default or a Default, has happened and is continuing under either of the Agreements.

5. Loan Questionnaire. The statements and information set forth in the Loan Questionnaire submitted by the Town to the Trust in connection with the Interim Loan are true and correct in all material respects on this date as if made on this date.

6. Use of Project and Interim Loan Proceeds.

(i) Reimbursement. The proceeds of the Interim Loan and the Note may be used, in part, to reimburse the Town for loans previously made under the loan program described in paragraph (iii) below. Any such expenditures were made pursuant to G.L. c.44, §20A and the rules and regulations of the State Director of Accounts and any such expenditure was documented by a "Report of Advance of Funds in Lieu of Borrowing" filed with the Director. Any such expenditures were made within 18 months prior to this date. At the time of the filing of any report referred to above the Town reasonably expected to reimburse the expenditures with the proceeds of a borrowing.

(ii) Prior Bonds or Notes. No proceeds of the Interim Loan or the Note will be used to pay or retire any bonds, notes or other evidence of indebtedness previously issued by the Town.

(iii) Use of Proceeds. The proceeds of the Interim Loan and the Note will be used by the Town to fund a Community Septic Management Program pursuant to G.L. c.111, §127B½. The Town will requisition funds from the Trust pursuant to the Financing Agreement only to the extent the Board of Health of the Town has entered into an agreement or agreements with owners of residential property relating to the repair, replacement and/or upgrade of septic systems on such residential property to be financed with such funds pursuant to G.L. c.111, §127B½.

We, the Selectmen, the Treasurer and the Town Clerk, further certify as follows:

7. Special Conditions. The Town hereby acknowledges the special conditions set forth in Exhibit C to the Project Approval Certificate and Regulatory Agreement and the Town has satisfied or expects to satisfy all of such conditions and is not aware of any circumstances adversely affecting its expectation of satisfying those conditions.

(a) Authorization, Execution and Delivery of Documents. The Financing Agreement, the Project Approval Certificate and Regulatory Agreement and the Note have been duly authorized, executed and delivered. None of those instruments has been amended or supplemented since its date (except such amendments or supplements which have been approved by the Trust or the Department, as applicable) or repealed and each such instrument remains in full force and effect as of this date.

(b) Open Meeting Law. Except for the Town meeting called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Note and the execution of the Agreements and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in the office of the Town Clerk and publicly posted in the time and manner set forth in the General Laws, as amended, in effect at the time of each such meeting (Chapter 39, §23B for proceedings occurring prior to July 1, 2010 and Chapter 30A, §§18-25 for proceedings occurring on or after July 1, 2010) or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b); no deliberations, decision or vote in connection with the Note or the Agreements were taken in executive session and no vote was taken by secret ballot;

and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.39, §23B or c.30A, §§18-25, as applicable.

(c) Signatures and Incumbency. The signatures of the Treasurer and the Selectmen, as appearing below are the genuine signatures of the persons who held those offices when the Agreements and the Note were signed and when they were delivered. The appointment of the Finance Director as an Authorized Officer is hereby confirmed.

(d) Proceedings. No proceeding essential to the execution, delivery or issue of the Agreements and the Note has been repealed or amended except as may be stated in paragraph 1 above, and no proceedings have been taken relating to the Agreements and the Note other than those certified to Locke Lord LLP.

(e) Bylaws. The bylaws or votes described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Note, or the authorization, execution or delivery of the Agreements, and there has been no change therein affecting those matters in any way except as may be indicated below:

1978 compilation of the Bylaws as revised through May 13, 2013 and as certified to Locke Lord LLP as of July 27, 2016.

(f) Home Rule. The Town has not adopted a charter other than the charter adopted pursuant to Chapter 84 of the Acts of 2008, as certified to Locke Lord LLP on July 27, 2016, and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures.

(g) Chapter 70 of the Acts of 2006. No bonds or notes authorized under Chapter 70 of the Acts of 2006 ("Chapter 70") remain outstanding, and no finance advisory board has been established pursuant to Section 3 of Chapter 70.

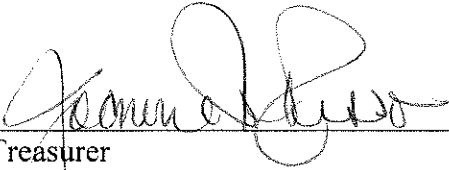
(h) Development Districts. The Town has not established any development districts pursuant to G.L. c.40Q other than the Medway 495 Business Park District, established by a vote of the Town passed June 6, 2005 (Article 7) and certified as an approved development district by the Economic Assistance Coordinating Council on June 29, 2006.

[remainder of page intentionally left blank; signature page follows]

(i) Selectmen's Vote. Attached hereto is a true copy of the Selectmen's Vote, which has not been amended or repealed and remains in full force and effect on this date.

Dated: \_\_\_\_\_  
(Date of delivery of the Note —  
To be left blank until delivery)

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

  
\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Selectmen

(Town Seal)



# AGENDA

## ITEM #7

### Approval – Indirect Cost Allocation Agreement for Enterprise Funds

**Associated backup materials attached:**

- Agreement

**Proposed Motion:** I move that the Board approve the FY17 indirect cost allocation agreement for Town enterprise funds as presented.

**TOWN OF MEDWAY  
FISCAL YEAR 2017  
ENTERPRISE FUNDS – INDIRECT COST ALLOCATION**

The Department of Revenue/Local Services has issued a manual on enterprise funds and the following description is taken in part from this document.

The enterprise fund statute, MGL Chapter 44 S53F1/2 was enacted in 1986 for the purpose of allowing cities and towns the flexibility to account separately for all financial activities associated with business type municipal services, such as public utilities (water, sewer, trash).

An enterprise fund establishes a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Revenues and expenditures of the service are segregated into a separate fund with its own financial statements.

Enterprise accounting allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy or other available funds, if any.

At year end, the performance of an enterprise fund is measured in terms of positive and negative operations. An operating surplus (the result of revenue collected in excess of estimates and appropriation turnbacks) translates into retained earnings that are maintained in the fund rather than closing to general fund. Retained earnings of an enterprise fund are certified as an available fund after the submission of a June 30<sup>th</sup> balance sheet to the Department of Revenue/Local Services. Once certified, retained earnings may be appropriated only for expenditures relating to the fund. Conversely, if during the year, the enterprise fund incurs an operating loss, the loss must be raised in the subsequent year's budget.

Establishing an enterprise does not create a separate or autonomous entity from the municipal government operation. The municipal department operating the enterprise service continues to fulfill financial and managerial reporting requirements like every other department.

The enterprise budget includes both revenue and expenditure estimates:

**REVENUES:** May include user charges and fees, investment income, other revenues such as grants and apportioned and unapportioned betterments, and retained earnings.

**EXPENDITURES:** All costs must be identified and may include direct costs and indirect costs, employee benefits, legal and borrowing costs, and capital expenditures. These costs may also include an appropriation for an emergency reserve and a budgeted surplus.

Direct Costs are those associated directly with the enterprise fund, including salaries and wages of enterprise employees, other operating expenses and contractual payments.

Indirect Costs are those costs that cannot be directly or exclusively assigned to one service. Enterprises often benefit from expenditures made by the general fund and may include employee benefits, legal and borrowing costs, capital expenditures or improvements and emergency reserve.

**TOWN OF MEDWAY  
INDIRECT COST ALLOCATION AGREEMENT  
CERTAIN MUNICIPAL EXPENSES**

**ADMINISTRATIVE SERVICES**

Administrative services include: accounting, auditing, central data processing, technology support, administrative support, central purchasing, collections, and other treasury and financial services. Expenses that may be allocated include salary and wages for professional, technical, clerical and support staff and all expenses including, but are not limited to, professional and technical services, supplies and materials, dues and subscriptions, travel expenses and other related costs.

The cost of administrative services shall be computed separately for salaries and expenses. For salaries the calculation will be the total town-wide salary budget divided by the Enterprise Fund salary budget to arrive at a percentage. This percentage will be applied to the salaries of the following administrative departments: Town Administrator; Accountant; Treasurer/Collector and Human Resources per Addendum A: Water (2.46%); Solid Waste (1.20%); EMS Ambulance (1.41%) and Sewer (.85%).

The calculation to arrive at the administrative overhead expenses will be the same. The total amount of the town-wide expense budget will be divided by the Enterprise Fund expense budgets to arrive at a percentage. This percentage will be applied to the expenses of the following administrative departments: Town Administrator, Accountant, Treasurer/Collector and Human Resources per Addendum B: Water (8.07%); Solid Waste (5.92%); EMS Ambulance (1.12%) and Sewer (6.76%).

It is agreed that the cost of salaries and expenses for the Town Clerk/Elections will not be included in the allocation of indirect costs. Also, the expenses for Town Counsel services will be directly billed to each Enterprise Fund and paid as a direct cost, not an indirect cost.

**EMPLOYEE RETIREMENT PROGRAMS**

Retirement costs include, but are not limited to, the cost of administering employee retirement programs; the cost of non-contributory pensions; assessments paid to the Norfolk County Retirement System, the State retirement system, or any other regional or municipal retirement system; contributions to Social Security and Medicare and other retirement plans.

The cost of retirement programs will be included in the indirect cost allocation. See Addendum "E". (Note: the retirement costs allocated as associated employee benefits were computed by taking the total number of employees participating (active, terminated but still enrolled, and retirees) in Norfolk County Retirement System and dividing that number into the Medway assessment from Norfolk County. The resulting dollar cost per participant was then multiplied by the number of participating employees in each department.)

## **INSURANCE PROGRAMS**

Insurance includes the cost of administering insurance programs, as well as the cost of: unemployment, health, group life, workers compensation and other employee benefits paid by the town; the premiums paid for property, casualty and liability insurance; premiums for fidelity bonds, and funding of self-insurance programs.

It is agreed that the cost of administering insurance programs was calculated as part of the Administrative Services indirect cost allocation earlier in the agreement and should not be accounted for here.

The cost of insurance programs will be included in the indirect cost allocation. See Addendum "E".

## **OPERATIONS AND MAINTENANCE**

The cost of operating and maintaining facilities, including administrative and support facilities, include custodial services, heating of buildings, utility services, maintenance of grounds, maintenance of buildings and maintenance of equipment. The costs shall include salary, wages and benefit costs for professional, technical, maintenance, clerical and support staff, and all expenses including, but are not limited to, professional and technical services, supplies and materials, dues and subscriptions, travel expenses, and other related costs for the ordinary and extraordinary maintenance. Costs for employees and resources that are shared between departments will be the (1) total cost of the identified service multiplied by (2) the percentage of square footage of the space used by the Enterprise Fund.

The DPS department moved to the Middle School building in March of 2016 and because there is no O&M cost data available, there are no operations and maintenance costs included in the indirect cost allocation for FY2017. We will work with the school department over the coming year to develop the cost data in order to calculate the appropriate allocations to the Enterprise Funds for Operations and Maintenance.

Vehicle Maintenance support is allocated to the Water, Sewer and Solid Waste Enterprise funds as direct costs. Support for the EMS Enterprise is calculated by multiplying the cost of the Vehicle Maintenance staff by the percentage of work orders attributed to EMS vehicles (5%). See Addendum "D2".

## **DEBT**

For reporting purposes, cost of debt and capital shall include the actual interest paid on revenue anticipation notes (RANS) for enterprise purposes, interest paid on grant anticipation notes (GANS) for enterprise purposes, interest charges on short term borrowing for bond anticipation notes (BANS) for enterprise purposes, and the annual principal and interest paid on bonds or loans used to finance the purchase of goods for enterprise purposes.

The debt expense will be broken-out so that principal and interest by line item can be identified. Debt expense is a direct cost expense.

## **OTHER EXPENSES**

Although this agreement is intended to identify services and expenses that are provided to the Enterprise Fund departments and how such costs shall be allocated between the Town and these departments for reporting purposes, it is recognized and further agreed that other costs which may be incurred by the Town that are not directly appropriated to the Enterprise Fund Departments, and have been identified to be in part or entirety expended on behalf of these departments shall be allocated and reported. Such allocation will be determined and mutually agreed upon.

**TOWN OF MEDWAY INDIRECT COST AGREEMENT**

**For the Town of Medway:**

**For the Medway Water and Sewer Enterprise Funds:**

\_\_\_\_\_  
Town Board of Selectmen

\_\_\_\_\_  
Medway Water/Sewer Commissioners

\_\_\_\_\_

*Leo G. Moran*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*Christopher R. Page*

\_\_\_\_\_

*9/19/16*

(date)

(date)

## ADDENDUM A

### ADMINISTRATIVE SERVICES-SALARIES

The cost of administrative services will be computed for salaries by dividing the salaries and employee benefits of the Enterprise Funds by the salaries and employee benefits of the total budget for these items for all departments, including school.

|               |                                                                         |
|---------------|-------------------------------------------------------------------------|
| \$ 35,074,145 | Budget amount of salaries and employee benefits for All departments.    |
| \$ 861,140    | Budget amount of salaries and employee benefits for Water Dept.         |
| \$ 419,145    | Budget amount of salaries and employee benefits for Solid Waste Dept.   |
| \$ 495,011    | Budget amount of salaries and employee benefits for EMS Ambulance Dept. |
| \$ 297,222    | Budget amount of salaries and employee benefits for Sewer Dept.         |

|              |                                               |                   |                                |                      |
|--------------|-----------------------------------------------|-------------------|--------------------------------|----------------------|
| <u>2.46%</u> | Divide Water Dept salaries and benefits       | <u>\$ 861,140</u> | by total salaries and benefits | <u>\$ 35,074,145</u> |
| <u>1.20%</u> | Divide Solid Waste Dept salaries and benefits | <u>\$ 419,145</u> | by total salaries and benefits | <u>\$ 35,074,145</u> |
| <u>1.41%</u> | Divide Ambulance Dept salaries and benefits   | <u>\$ 495,011</u> | by total salaries and benefits | <u>\$ 35,074,145</u> |
| <u>.85%</u>  | Divide Sewer Dept salaries and benefits       | <u>\$ 297,222</u> | by total salaries and benefits | <u>\$ 35,074,145</u> |

Application of percentages to Salaries and Employee Benefits of:

|                              |                   |       |
|------------------------------|-------------------|-------|
| Town Administrator's Office  | <u>\$ 345,339</u> |       |
| Town Accountant's Office     | <u>\$ 205,032</u> |       |
| Treasurer/Collector's Office | <u>\$ 226,447</u> |       |
| Human Resource's Office      | <u>\$ 178,586</u> |       |
|                              | <u>\$ 955,404</u> | Total |

Calculation of Indirect Costs for Administrative Services- Salaries

|               | Total Admin Salaries |   | Percentage Enterprise Salaries |   | Indirect Cost Allocation for Administrative Services-Salaries |
|---------------|----------------------|---|--------------------------------|---|---------------------------------------------------------------|
| Water         | <u>\$ 955,404</u>    | X | <u>2.46 %</u>                  | = | <u>\$ 23,457</u>                                              |
| Solid Waste   | <u>\$ 955,404</u>    | X | <u>1.20 %</u>                  | = | <u>\$ 11,417</u>                                              |
| EMS/Ambulance | <u>\$ 955,404</u>    | X | <u>1.41 %</u>                  | = | <u>\$ 13,484</u>                                              |
| Sewer         | <u>\$ 955,404</u>    | X | <u>0.85 %</u>                  | = | <u>\$ 8,096</u>                                               |

## ADDENDUM B

### ADMINISTRATIVE SERVICES-EXPENSES

The cost of administrative services will be computed for expenses by dividing the expenses of the Enterprise Funds by the expenses of the total budget for these items for all departments, including school.

|           |                   |                                                   |
|-----------|-------------------|---------------------------------------------------|
| <u>\$</u> | <u>19,532,821</u> | Budget amount of expenses for All departments.    |
| <u>\$</u> | <u>1,575,679</u>  | Budget amount of expenses for Water Dept.         |
| <u>\$</u> | <u>1,155,808</u>  | Budget amount of expenses for Solid Waste Dept.   |
| <u>\$</u> | <u>218,312</u>    | Budget amount of expenses for EMS Ambulance Dept. |
| <u>\$</u> | <u>1,320,365</u>  | Budget amount of expenses for Sewer Dept.         |

|              |                                    |                     |                   |                      |
|--------------|------------------------------------|---------------------|-------------------|----------------------|
| <u>8.07%</u> | Divide Water Dept expenses         | <u>\$ 1,575,679</u> | by total expenses | <u>\$ 19,532,821</u> |
| <u>5.92%</u> | Divide Solid Waste Dept expenses   | <u>\$ 1,155,808</u> | by total expenses | <u>\$ 19,532,821</u> |
| <u>1.12%</u> | Divide EMS Ambulance Dept expenses | <u>\$ 218,312</u>   | by total expenses | <u>\$ 19,532,821</u> |
| <u>6.76%</u> | Divide Sewer Dept expenses         | <u>\$ 1,320,365</u> | by total expenses | <u>\$ 19,532,821</u> |

Application of percentages to Expenses of:

|                              |                  |       |
|------------------------------|------------------|-------|
| Town Administrator's Office  | <u>\$30,650</u>  |       |
| Town Accountant's Office     | <u>\$52,744</u>  |       |
| Treasurer/Collector's Office | <u>\$58,600</u>  |       |
| Human Resource's Office      | <u>\$55,400</u>  |       |
|                              | <u>\$197,394</u> | Total |

Calculation of Indirect Costs for Administrative Services-Expenses

|               |                      |   | Percentage<br>Enterprise<br>Expenses |   | Indirect Cost Allocation for<br>Administrative Services-<br>Expenses |
|---------------|----------------------|---|--------------------------------------|---|----------------------------------------------------------------------|
|               | Total Admin Expenses |   |                                      |   |                                                                      |
| Water         | <u>\$197,394</u>     | X | <u>8.07%</u>                         | = | <u>\$ 15,923</u>                                                     |
| Solid Waste   | <u>\$197,394</u>     | X | <u>5.92%</u>                         | = | <u>\$ 11,680</u>                                                     |
| EMS/Ambulance | <u>\$197,394</u>     | X | <u>1.12%</u>                         | = | <u>\$ 2,206</u>                                                      |
| Sewer         | <u>\$197,394</u>     | X | <u>6.76%</u>                         | = | <u>\$ 13,343</u>                                                     |



**ADDENDUM C  
MIS/ IT Expense Allocation**

|                                         | <u>Water</u> | <u>Sewer</u> | <u>Solid Waste</u> | <u>Ambulance</u> |
|-----------------------------------------|--------------|--------------|--------------------|------------------|
| Software Annual Maintenance             | 5,634        | 5,507        | 5,507              | 4,799            |
| Internet Access                         | 148          | 148          | 148                |                  |
| Supplies (paper, toner, etc.)           | 570          | 477          | 418                | 79               |
| Training                                | 167          | 167          | 167                | 167              |
|                                         | <b>6,518</b> | <b>6,299</b> | <b>6,239</b>       | <b>5,045</b>     |
| Percentage of MIS/IT Expense Allocation | 27.0%        | 26.1%        | 25.9%              | 20.9%            |

**ADDENDUM D2**

**Calculation of Vehicle Maintenance Expenses**

| <i>EMS Mechanic Support:</i> |       |                 |
|------------------------------|-------|-----------------|
|                              | Rate  | Total           |
| EMPLOYEE 1                   | 26.99 | 56,139.20       |
| EMPLOYEE 2                   | 29.30 | 60,944.00       |
|                              |       | 117,083.20      |
| Est. 5% of workorders        |       | <b>5,854.16</b> |

*Vehicle maintenance support is directly allocated to Water, Sewer and Solid Waste Enterprise funds*



## Ambulance Enterprise Fund

FY17 Estimated:

|                      | <u>Annual</u>      |
|----------------------|--------------------|
| Health Insurance     | \$35,144.05        |
| Workers Compensation | \$3.00             |
| Medicare             | \$5,976.49         |
| Retirement           | \$35,996.68        |
| Property/Liability   | <u>\$5,719.00</u>  |
|                      | <b>\$82,839.23</b> |

| Employee:   | Health Insurance   | (Gross Wages)<br>Medicare wages | Medicare Taxes<br>(1.45%) |
|-------------|--------------------|---------------------------------|---------------------------|
| EMPLOYEE 1  | \$14,702.69        | \$65,640.00                     | \$951.78                  |
| EMPLOYEE 2  |                    | \$65,640.00                     | \$951.78                  |
| EMPLOYEE 3  | \$5,738.68         | \$56,404.00                     | \$817.86                  |
| EMPLOYEE 4  |                    | \$47,811.00                     | \$693.26                  |
| EMPLOYEE 5  |                    | \$23,243.00                     | \$337.02                  |
| EMPLOYEE 6  | \$14,702.69        | \$24,043.00                     | \$348.62                  |
| PT Salaries |                    | \$28,455.00                     | \$412.60                  |
| Overtime    |                    | \$63,413.00                     | \$919.49                  |
| Longevity   |                    | \$11,650.00                     | \$168.93                  |
| Holiday     |                    | \$15,373.00                     | \$222.91                  |
| Training    |                    | \$10,500.00                     | \$152.25                  |
|             | <u>\$35,144.05</u> | <u>\$412,172.00</u>             | <u>\$5,976.49</u>         |

## Solid Waste Enterprise Fund

FY17 Estimated:

|                      | <u>Annual</u>             |
|----------------------|---------------------------|
| Health Insurance     | \$35,938.30               |
| Workers Compensation | \$0.00                    |
| Medicare             | \$4,809.34                |
| Retirement           | \$46,719.10               |
| Property/Liability   | \$0.00                    |
|                      | <u><u>\$87,466.74</u></u> |

| Employee:   | Health Insurance   | (Gross Wages)<br>Medicare Wages | Medicare<br>Taxes (1.45%) |
|-------------|--------------------|---------------------------------|---------------------------|
| EMPLOYEE 1  | \$1,537.15         | \$13,013.46                     | 188.70                    |
| EMPLOYEE 2  | \$2,869.34         | \$26,174.60                     | 379.53                    |
| EMPLOYEE 3  | \$1,147.74         | \$12,703.84                     | 184.21                    |
| EMPLOYEE 4  | \$1,470.27         | \$5,635.51                      | 81.71                     |
| EMPLOYEE 5  | \$1,537.15         | \$22,378.14                     | 324.48                    |
| EMPLOYEE 6  |                    | \$16,087.00                     | 233.26                    |
| EMPLOYEE 7  | \$3,675.67         | \$31,022.46                     | 449.83                    |
| EMPLOYEE 8  |                    | \$16,028.60                     | 232.41                    |
| EMPLOYEE 9  |                    | \$6,163.49                      | 89.37                     |
| EMPLOYEE 10 | \$2,152.00         | \$21,412.44                     | 310.48                    |
| EMPLOYEE 11 | \$1,470.27         | \$4,835.47                      | 70.11                     |
| EMPLOYEE 12 |                    | \$11,169.58                     | 161.96                    |
| EMPLOYEE 13 |                    | \$13,386.17                     | 194.10                    |
| EMPLOYEE 14 | \$307.43           | \$2,602.69                      | 37.74                     |
| EMPLOYEE 15 | \$573.87           | \$6,660.72                      | 96.58                     |
| EMPLOYEE 16 | \$1,434.67         | \$10,752.38                     | 155.91                    |
| EMPLOYEE 17 | \$573.87           | \$5,635.51                      | 81.71                     |
| EMPLOYEE 18 |                    | \$2,602.69                      | 37.74                     |
| EMPLOYEE 19 | \$5,145.94         | \$9,591.02                      | 139.07                    |
| EMPLOYEE 20 | \$1,575.29         | \$6,117.84                      | 88.71                     |
| EMPLOYEE 21 | \$614.86           | \$6,117.84                      | 88.71                     |
| EMPLOYEE 22 |                    | \$17,356.50                     | 251.67                    |
| EMPLOYEE 23 | \$787.64           | \$2,602.69                      | 37.74                     |
| EMPLOYEE 24 | \$286.93           | \$2,465.61                      | 35.75                     |
| EMPLOYEE 25 | \$7,876.44         | \$36,143.28                     | 524.08                    |
| EMPLOYEE 26 | \$614.86           | \$7,852.97                      | 113.87                    |
| EMPLOYEE 27 | \$286.93           | \$2,165.97                      | 31.41                     |
| Overtime    |                    | \$13,000.00                     | 188.50                    |
|             | <u>\$35,938.30</u> | <u>331,678.48</u>               | <u>\$4,809.34</u>         |

## Sewer Enterprise Fund

FY17 Estimated:

|                      | <u>Annual</u>             |
|----------------------|---------------------------|
| Health Insurance     | \$38,538.94               |
| Workers Compensation | \$0.00                    |
| Medicare             | \$3,261.41                |
| Retirement           | \$30,252.53               |
| Property/Liability   | \$244.00                  |
|                      | <u><u>\$72,296.88</u></u> |

| Employee:   | Health Insurance   | (Gross Wages)<br>Medicare Wages | Medicare<br>Taxes (1.45%) |
|-------------|--------------------|---------------------------------|---------------------------|
| EMPLOYEE 1  | \$614.86           | 8,951.26                        | \$129.79                  |
| EMPLOYEE 2  | \$1,434.67         | 14,598.60                       | \$211.68                  |
| EMPLOYEE 3  | \$4,304.01         | 36,448.62                       | \$528.50                  |
| EMPLOYEE 4  | \$1,470.27         | 12,408.98                       | \$179.93                  |
| EMPLOYEE 5  |                    | 4,579.60                        | \$66.40                   |
| EMPLOYEE 6  | \$614.86           | 6,117.84                        | \$88.71                   |
| EMPLOYEE 7  | \$3,675.67         | 12,625.26                       | \$183.07                  |
| EMPLOYEE 8  | \$1,470.27         | 4,835.47                        | \$70.11                   |
| EMPLOYEE 9  | \$3,675.67         | 15,294.60                       | \$221.77                  |
| EMPLOYEE 10 | \$614.86           | 5,205.38                        | \$75.48                   |
| EMPLOYEE 11 | \$286.93           | 3,330.36                        | \$48.29                   |
| EMPLOYEE 12 | \$3,675.67         | 15,294.60                       | \$221.77                  |
| EMPLOYEE 13 | \$573.87           | 5,635.51                        | \$81.71                   |
| EMPLOYEE 14 |                    | 5,205.38                        | \$75.48                   |
| EMPLOYEE 15 | \$1,470.27         | 2,740.29                        | \$39.73                   |
| EMPLOYEE 16 | \$1,575.29         | 6,117.84                        | \$88.71                   |
| EMPLOYEE 17 | \$614.86           | 6,117.84                        | \$88.71                   |
| EMPLOYEE 18 | \$922.29           | 9,991.08                        | \$144.87                  |
| EMPLOYEE 19 | \$1,575.29         | 5,205.38                        | \$75.48                   |
| EMPLOYEE 20 | \$573.87           | 4,931.22                        | \$71.50                   |
| EMPLOYEE 21 | \$2,205.40         | 10,413.02                       | \$150.99                  |
| EMPLOYEE 22 | \$3,675.67         | 15,294.60                       | \$221.77                  |
| EMPLOYEE 23 | \$573.87           | 4,331.94                        | \$62.81                   |
| EMPLOYEE 24 | \$2,940.54         | 8,250.00                        | \$119.63                  |
| Longevity   |                    |                                 |                           |
| Overtime    |                    | 1,000.00                        | \$14.50                   |
|             | <u>\$38,538.94</u> | <u>224,924.70</u>               | <u>\$3,261.41</u>         |

**TOTAL INDIRECT COSTS BY ENTERPRISE FUND**

| <u>Addendums</u>                  | <u>Water</u>      | <u>Solid Waste</u> | <u>EMS</u>        | <u>Sewer</u>     |                   |
|-----------------------------------|-------------------|--------------------|-------------------|------------------|-------------------|
| <b>A. Administrative Salaries</b> | \$ 23,457         | \$ 11,417          | \$ 13,484         | \$ 8,096         |                   |
| <b>B. Administrative Expenses</b> | \$ 15,923         | \$ 11,680          | \$ 2,206          | \$ 13,343        |                   |
| <b>C. IT Support</b>              | \$ 6,518          | \$ 6,239           | \$ 5,045          | \$ 6,299         |                   |
| <b>D1. Town Hall Expense</b>      | \$ -              | \$ -               | \$ -              | \$ -             |                   |
| <b>D2. Vehicle Maintenance</b>    |                   |                    | \$ 5,854          | \$ -             |                   |
| <b>E. Employee Benefits</b>       | \$ 213,932        | \$ 87,467          | \$ 82,839         | \$ 72,297        |                   |
| <i>FY15 ADJUST</i>                | 12,531            | 8,365              | 19,551            | (1,260)          |                   |
| <b>TOTAL</b>                      | <b>\$ 272,361</b> | <b>\$ 125,169</b>  | <b>\$ 128,979</b> | <b>\$ 98,775</b> | <b>\$ 625,284</b> |

**FY2017 Enterprise  
Indirect Cost Summary**

| <u>Addendums</u>                  | <u>Water</u>      | <u>Solid Waste</u> | <u>EMS</u>        | <u>Sewer</u>     |                   |
|-----------------------------------|-------------------|--------------------|-------------------|------------------|-------------------|
| <b>A. Administrative Salaries</b> | \$ 23,457         | \$ 11,417          | \$ 13,484         | \$ 8,096         |                   |
| <b>B. Administrative Expenses</b> | \$ 15,923         | \$ 11,680          | \$ 2,206          | \$ 13,343        |                   |
| <b>C. IT Support</b>              | \$ 6,518          | \$ 6,239           | \$ 5,045          | \$ 6,299         |                   |
| <b>D1. Town Hall Expense</b>      | \$ -              | \$ -               | \$ -              | \$ -             |                   |
| <b>D2. Vehicle Maintenance</b>    |                   |                    | \$ 5,854          | \$ -             |                   |
| <b>E. Employee Benefits</b>       | \$ 213,932        | \$ 87,467          | \$ 82,839         | \$ 72,297        |                   |
| <i>FY15 ADJUST</i>                | 12,531            | 8,365              | 19,551            | (1,260)          |                   |
| <b>TOTAL</b>                      | <b>\$ 272,361</b> | <b>\$ 125,169</b>  | <b>\$ 128,979</b> | <b>\$ 98,775</b> | <b>\$ 625,284</b> |

A. The percentage of the total salaries of the town for each of the Enterprises Funds, applied to salaries and benefits for Town Administrator, Accounting, Treasurer, HR.

B. The percentage of the total expenses of the town for each of the Enterprises Funds, applied to expenses for Town Administrator, Accounting, Treasurer, HR.

|             | A.    | B.    |
|-------------|-------|-------|
| Solid Waste | 1.20% | 5.92% |
| EMS         | 1.41% | 1.12% |
| Water       | 2.46% | 8.07% |
| Sewer       | 0.85% | 6.76% |

C. IT costs associated with Enterprise Funds. Includes IT training, software support, etc.

D1. Town Hall expenses allocated based upon % of square feet. *No longer applicable.*

D2. Vehicle Maintenance costs for EMS vehicles.

E. Enterprise employee benefits. Includes health insurance, Medicare taxes, retirement.

**Addendum A**

|                                     |               |         |
|-------------------------------------|---------------|---------|
| Total Salaries & Benefits           | 33,001,626.67 | 94.09%  |
| solid waste - tab                   | \$419,145.22  | 1.20%   |
| ems - tab                           | \$495,011.23  | 1.41%   |
| water - tab                         | \$861,140.31  | 2.46%   |
| sewer - tab                         | \$297,221.58  | 0.85%   |
|                                     | <hr/>         |         |
|                                     | 35,074,145    | 100.00% |
| <br><u>Salaries &amp; Benefits:</u> |               |         |
| Town Administrator                  | \$345,338.59  |         |
| Human Resources                     | \$178,586.22  |         |
| Accounting                          | \$205,032.13  |         |
| Treasurer/Collector                 | \$226,447.10  |         |
|                                     | <hr/>         |         |
|                                     | \$955,404.03  |         |
|                                     |               |         |
| sw                                  | \$11,417.33   | 1.20%   |
| ems                                 | \$13,483.88   | 1.41%   |
| water                               | \$23,457.08   | 2.46%   |
| sewer                               | \$8,096.18    | 0.85%   |
|                                     | <hr/>         |         |
|                                     | \$56,454.47   |         |

**Addendum B**

|                      |                 |         |
|----------------------|-----------------|---------|
| Total GF Expense     | \$15,262,657.00 | 78.14%  |
| solid waste          | \$1,155,808.00  | 5.92%   |
| ems                  | \$218,312.00    | 1.12%   |
| water                | \$1,575,679.00  | 8.07%   |
| sewer                | \$1,320,365.00  | 6.76%   |
|                      | <hr/>           |         |
|                      | \$19,532,821.00 | 100.00% |
| <br><u>Expenses:</u> |                 |         |
| Town Administrator   | \$30,650.00     |         |
| Human Resources      | \$55,400.00     |         |
| Accounting           | \$52,744.00     |         |
| Treasurer/Collector  | \$58,600.00     |         |
|                      | <hr/>           |         |
|                      | \$197,394.00    |         |
|                      |                 |         |
| sw                   | \$11,680.32     | 5.92%   |
| ems                  | \$2,206.21      | 1.12%   |
| water                | \$15,923.43     | 8.07%   |
| sewer                | \$13,343.29     | 6.76%   |
|                      | <hr/>           |         |
|                      | \$43,153.25     |         |



**Addendum C**

|                                            | <u>Water</u> | <u>Sewer</u> | <u>Solid Waste</u> | <u>Ambulance</u> |
|--------------------------------------------|--------------|--------------|--------------------|------------------|
| Software Annual Maintenanc                 | 5,634        | 5,507        | 5,507              | 4,799            |
| Internet Access                            | 148          | 148          | 148                |                  |
| Supplies (paper, toner, etc.)              | 570          | 477          | 418                | 79               |
| Training                                   | 167          | 167          | 167                | 167              |
|                                            | <b>6,518</b> | <b>6,299</b> | <b>6,239</b>       | <b>5,045</b>     |
| Percentage of MIS/IT<br>Expense Allocation | 27.0%        | 26.1%        | 25.9%              | 20.9%            |

**Addendum D2**

*EMS Mechanic Support:*

|                       | Rate  | Total             |
|-----------------------|-------|-------------------|
| EMPLOYEE 1            | 26.99 | 56,139.20         |
| EMPLOYEE 2            | 29.30 | 60,944.00         |
|                       |       | <u>117,083.20</u> |
| Est. 5% of workorders |       | <b>5,854.16</b>   |

**Addendum E:**

**WATER ENTERPRISE FUND  
EMPLOYEE BENEFIT INDIRECT COSTS**

FY17 Estimated:

|                      | <u>Annual</u>       |
|----------------------|---------------------|
| Health Insurance     | \$100,824.94        |
| Workers Compensation | \$8,169.00          |
| Medicare             | \$5,679.80          |
| Retirement           | \$72,376.31         |
| Property/Liability   | <u>\$26,882.00</u>  |
|                      | <b>\$213,932.04</b> |

| Employee:     | (Gross Wages)    |                |                        |
|---------------|------------------|----------------|------------------------|
|               | Health Insurance | Medicare Wages | Medicare Taxes (1.45%) |
| EMPLOYEE 1    | \$2,205.40       | 8,453.27       | 122.57                 |
| EMPLOYEE 2    | \$1,537.15       | 22,378.14      | 324.48                 |
| EMPLOYEE 3    | \$4,304.01       | 43,795.80      | 635.04                 |
| EMPLOYEE 4    | \$1,434.67       | 12,149.54      | 176.17                 |
| EMPLOYEE 5    | \$3,675.67       | 31,022.46      | 449.83                 |
| EMPLOYEE 6    |                  | 16,028.60      | 232.41                 |
| EMPLOYEE 7    |                  | 9,245.23       | 134.06                 |
| EMPLOYEE 8    | \$2,152.00       | 21,412.44      | 310.48                 |
| EMPLOYEE 9    | \$11,027.02      | 37,875.78      | 549.20                 |
| EMPLOYEE 10   | \$2,205.40       | 7,253.21       | 105.17                 |
| EMPLOYEE 11   | \$11,027.02      | 45,883.80      | 665.32                 |
| EMPLOYEE 12   | \$1,229.72       | 10,410.77      | 150.96                 |
| EMPLOYEE 13   | \$573.87         | 6,660.72       | 96.58                  |
| EMPLOYEE 14   | \$11,027.02      | 45,883.80      | 665.32                 |
| EMPLOYEE 15   | \$1,147.74       | 11,271.02      | 163.43                 |
| EMPLOYEE 16   |                  | 10,410.77      | 150.96                 |
| EMPLOYEE 17   | \$5,145.94       | 9,591.02       | 139.07                 |
| EMPLOYEE 18   | \$3,150.58       | 12,235.68      | 177.42                 |
| EMPLOYEE 19   | \$922.29         | 9,176.76       | 133.06                 |
| EMPLOYEE 20   | \$5,226.29       | 56,616.12      | 820.93                 |
| EMPLOYEE 21   | \$3,150.58       | 10,410.77      | 150.96                 |
| EMPLOYEE 22   | \$1,147.74       | 9,862.45       | 143.01                 |
| EMPLOYEE 23   | \$12,497.28      | 59,007.14      | 855.60                 |
| EMPLOYEE 24   | \$922.29         | 11,779.45      | 170.80                 |
| EMPLOYEE 25   | \$11,027.02      | 45,883.80      | 665.32                 |
| EMPLOYEE 26   | \$1,147.74       | 8,663.89       | 125.63                 |
| EMPLOYEE 27   | \$2,940.54       | 11,000.00      | 159.50                 |
| PT Salaries   |                  | 6,945.85       | 100.71                 |
| Differentials |                  | 5,200.00       | 75.40                  |
| Overtime      |                  | \$50,000.00    | 725.00                 |
| Longevity     |                  | \$700.00       | 10.15                  |

|              |              |            |
|--------------|--------------|------------|
| \$100,824.94 | \$647,208.27 | \$5,679.80 |
|--------------|--------------|------------|

**Addendum E:**

**SOLID WASTE ENTERPRISE FUND  
EMPLOYEE BENEFIT INDIRECT COSTS**

FY17 Estimated:

|                      | <u>Annual</u>                    |
|----------------------|----------------------------------|
| Health Insurance     | \$35,938.30                      |
| Workers Compensation | \$0.00                           |
| Medicare             | \$4,809.34                       |
| Retirement           | \$46,719.10                      |
| Property/Liability   | \$0.00                           |
|                      | <u><u><b>\$87,466.74</b></u></u> |

| Employee:   | (Gross Wages)                    |                                 |                                 |
|-------------|----------------------------------|---------------------------------|---------------------------------|
|             | Health Insurance                 | Medicare Wages                  | Medicare Taxes (1.45%)          |
| EMPLOYEE 1  | \$1,537.15                       | \$13,013.46                     | 188.70                          |
| EMPLOYEE 2  | \$2,869.34                       | \$26,174.60                     | 379.53                          |
| EMPLOYEE 3  | \$1,147.74                       | \$12,703.84                     | 184.21                          |
| EMPLOYEE 4  | \$1,470.27                       | \$5,635.51                      | 81.71                           |
| EMPLOYEE 5  | \$1,537.15                       | \$22,378.14                     | 324.48                          |
| EMPLOYEE 6  |                                  | \$16,087.00                     | 233.26                          |
| EMPLOYEE 7  | \$3,675.67                       | \$31,022.46                     | 449.83                          |
| EMPLOYEE 8  |                                  | \$16,028.60                     | 232.41                          |
| EMPLOYEE 9  |                                  | \$6,163.49                      | 89.37                           |
| EMPLOYEE 10 | \$2,152.00                       | \$21,412.44                     | 310.48                          |
| EMPLOYEE 11 | \$1,470.27                       | \$4,835.47                      | 70.11                           |
| EMPLOYEE 12 |                                  | \$11,169.58                     | 161.96                          |
| EMPLOYEE 13 |                                  | \$13,386.17                     | 194.10                          |
| EMPLOYEE 14 | \$307.43                         | \$2,602.69                      | 37.74                           |
| EMPLOYEE 15 | \$573.87                         | \$6,660.72                      | 96.58                           |
| EMPLOYEE 16 | \$1,434.67                       | \$10,752.38                     | 155.91                          |
| EMPLOYEE 17 | \$573.87                         | \$5,635.51                      | 81.71                           |
| EMPLOYEE 18 |                                  | \$2,602.69                      | 37.74                           |
| EMPLOYEE 19 | \$5,145.94                       | \$9,591.02                      | 139.07                          |
| EMPLOYEE 20 | \$1,575.29                       | \$6,117.84                      | 88.71                           |
| EMPLOYEE 21 | \$614.86                         | \$6,117.84                      | 88.71                           |
| EMPLOYEE 22 |                                  | \$17,356.50                     | 251.67                          |
| EMPLOYEE 23 | \$787.64                         | \$2,602.69                      | 37.74                           |
| EMPLOYEE 24 | \$286.93                         | \$2,465.61                      | 35.75                           |
| EMPLOYEE 25 | \$7,876.44                       | \$36,143.28                     | 524.08                          |
| EMPLOYEE 26 | \$614.86                         | \$7,852.97                      | 113.87                          |
| EMPLOYEE 27 | \$286.93                         | \$2,165.97                      | 31.41                           |
| Overtime    |                                  | \$13,000.00                     | 188.50                          |
| Longevity   |                                  |                                 |                                 |
|             | <u><u><b>\$35,938.30</b></u></u> | <u><u><b>331,678.48</b></u></u> | <u><u><b>\$4,809.34</b></u></u> |

Addendum E:

**EMS ENTERPRISE FUND  
EMPLOYEE BENEFIT INDIRECT COSTS**

FY17 Estimated:

|                      | <u>Annual</u>      |
|----------------------|--------------------|
| Health Insurance     | \$35,144.05        |
| Workers Compensation | \$3.00             |
| Medicare             | \$5,976.49         |
| Retirement           | \$35,996.68        |
| Property/Liability   | \$5,719.00         |
|                      | <u>\$82,839.23</u> |

| Employee:   | (Gross Wages)      |                     |                        |
|-------------|--------------------|---------------------|------------------------|
|             | Health Insurance   | Medicare wages      | Medicare Taxes (1.45%) |
| EMPLOYEE 1  | \$14,702.69        | \$65,640.00         | \$951.78               |
| EMPLOYEE 2  |                    | \$65,640.00         | \$951.78               |
| EMPLOYEE 3  | \$5,738.68         | \$56,404.00         | \$817.86               |
| EMPLOYEE 4  |                    | \$47,811.00         | \$693.26               |
| EMPLOYEE 5  |                    | \$23,243.00         | \$337.02               |
| EMPLOYEE 6  | \$14,702.69        | \$24,043.00         | \$348.62               |
| PT Salaries |                    | \$28,455.00         | \$412.60               |
| Overtime    |                    | \$63,413.00         | \$919.49               |
| Longevity   |                    | \$11,650.00         | \$168.93               |
| Holiday     |                    | \$15,373.00         | \$222.91               |
| Training    |                    | \$10,500.00         | \$152.25               |
|             | <u>\$35,144.05</u> | <u>\$412,172.00</u> | <u>\$5,976.49</u>      |

Addendum E:

**SEWER ENTERPRISE FUND  
EMPLOYEE BENEFIT INDIRECT COSTS**

FY17 Estimated:

|                      | <u>Annual</u>             |
|----------------------|---------------------------|
| Health Insurance     | \$38,538.94               |
| Workers Compensation | \$0.00                    |
| Medicare             | \$3,261.41                |
| Retirement           | \$30,252.53               |
| Property/Liability   | \$244.00                  |
|                      | <u><u>\$72,296.88</u></u> |

| Employee:   | (Gross Wages)      |                   |                        |
|-------------|--------------------|-------------------|------------------------|
|             | Health Insurance   | Medicare Wages    | Medicare Taxes (1.45%) |
| EMPLOYEE 1  | \$614.86           | 8,951.26          | \$129.79               |
| EMPLOYEE 2  | \$1,434.67         | 14,598.60         | \$211.68               |
| EMPLOYEE 3  | \$4,304.01         | 36,448.62         | \$528.50               |
| EMPLOYEE 4  | \$1,470.27         | 12,408.98         | \$179.93               |
| EMPLOYEE 5  |                    | 4,579.60          | \$66.40                |
| EMPLOYEE 6  | \$614.86           | 6,117.84          | \$88.71                |
| EMPLOYEE 7  | \$3,675.67         | 12,625.26         | \$183.07               |
| EMPLOYEE 8  | \$1,470.27         | 4,835.47          | \$70.11                |
| EMPLOYEE 9  | \$3,675.67         | 15,294.60         | \$221.77               |
| EMPLOYEE 10 | \$614.86           | 5,205.38          | \$75.48                |
| EMPLOYEE 11 | \$286.93           | 3,330.36          | \$48.29                |
| EMPLOYEE 12 | \$3,675.67         | 15,294.60         | \$221.77               |
| EMPLOYEE 13 | \$573.87           | 5,635.51          | \$81.71                |
| EMPLOYEE 14 |                    | 5,205.38          | \$75.48                |
| EMPLOYEE 15 | \$1,470.27         | 2,740.29          | \$39.73                |
| EMPLOYEE 16 | \$1,575.29         | 6,117.84          | \$88.71                |
| EMPLOYEE 17 | \$614.86           | 6,117.84          | \$88.71                |
| EMPLOYEE 18 | \$922.29           | 9,991.08          | \$144.87               |
| EMPLOYEE 19 | \$1,575.29         | 5,205.38          | \$75.48                |
| EMPLOYEE 20 | \$573.87           | 4,931.22          | \$71.50                |
| EMPLOYEE 21 | \$2,205.40         | 10,413.02         | \$150.99               |
| EMPLOYEE 22 | \$3,675.67         | 15,294.60         | \$221.77               |
| EMPLOYEE 23 | \$573.87           | 4,331.94          | \$62.81                |
| EMPLOYEE 24 | \$2,940.54         | 8,250.00          | \$119.63               |
| Longevity   |                    |                   |                        |
| Overtime    |                    | 1,000.00          | \$14.50                |
|             | <u>\$38,538.94</u> | <u>224,924.70</u> | <u>\$3,261.41</u>      |

# AGENDA

## ITEM #8

### Banner Display Request – Medway Turkey Trot

**Associated backup materials attached:**

- Banner Display Request Form

**Proposed Motion:** I move that the Board approve a banner display request for the Medway Turkey Trot 5k race.

**TOWN OF MEDWAY  
Banner Display Request**

Organization Name: Medway Turbey Trwt  
 Event for which banner is displayed: Annual Road Race  
 Date(s) of event: 11/24/16  
 Dates Requested (max. 2 weeks): 10/1/16 - 10/14/16  
 Applicant Name/Responsible Party: Chuck Dwyer  
 Address/Telephone: [REDACTED]

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment:

1. Fee of \$60 is due within seven (7) days of booking and prior to the banner display (see policy for exception). Checks should be made **payable to the Town of Medway**.
2. If cost to hang and remove banner exceeds \$60, applicant will be invoiced for the balance, and must be paid within thirty (30) days of invoice date.
3. Banners must be dropped off at Town Hall between seven (7) and two (2) days prior to the scheduled display.
4. Banner will be displayed as permitted herein, unless circumstances, such as weather, scheduling changes or staff availability cause delays.
5. Banner must be in good condition, and may be rejected if in poor condition or deemed a safety hazard.
6. Banners must be picked up at Town Hall within seven (7) days of being notified it has been taken down. Banners not claimed within fourteen days (14) may be discarded.
7. Dates may be booked no later than one year in advance of booking.
8. Length of banner should be between twenty (20) and twenty-five (25) feet.
9. Minimum standards for banner: 19 oz. banner vinyl, webbed, hemmed, grommets, "D" rings, reinforced corners, and wind holes.
10. Banners will be displayed only at the approved location on Main Street (at Medway Plaza).
11. In the event of a Town Meeting or Election, the Town's banner will take precedence over an approved request.

I acknowledge that I have received a copy of the Banner Display Policy and agree to any and all conditions therein.

Charles T Dwyer  
Name

[Signature]  
Signature

9/15/16  
Date

BOS Approval: 1/20/15;  
Amended: 3/21/16

Mail to: Town Administrator's Office, 155 Village St, Medway, MA 02053  
 Email to: [ta@townofmedway.org](mailto:ta@townofmedway.org); Fax to: 508-321-4988



# AGENDA

## ITEM #9

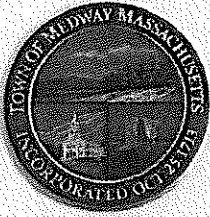
### **Approval – One-Day Liquor License Requests**

- a. Nancy Antonino – Thayer Homestead – October 22, 2016
- b. Kelly Bennett – Thayer Homestead – November 13, 2016
- c. Mark Kelley – Thayer Homestead – November 23, 2016
- d. Shirley Ann Bliss – Thayer Homestead – January 7, 2017

#### **Associated backup materials attached:**

- Applications
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approved one-day liquor licenses for Nancy Antonino, Kelley Bennett, Mark Kelley and Shirley Bliss respectively, for their events to be held at the Thayer Homestead October 22, November 13, November 23, 2016 and January 7, 2017 subject to Police Chief's recommendations and proof of appropriate insurance coverage.



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: \$0

All Alcohol \_\_\_\_\_ Wine and Malt  + Hard Cider

Event Private birthday party

Event Location Thayer Homestead

Event Date 10/22/16

Event Hours 1130 - 400 pm (No later than 1:00 AM; Last call 12:30 AM)

Name of Organization/Applicant Nancy Antonino

A

F

P

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

Attach non-profit certificate of exemption

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

Estimated attendance 50

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

Minimum age allowed:

How, where and by whom will ID's be checked? Bartender - Special Occasion Servers

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

Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training  
Professional Bartender of preferred vendor

Provisions for Security, Detail Officer not needed

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

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

Date of Application 9/26/16

Applicant's Signature Nancy M Antonino

Applicant's Name Nancy M. Antonino

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             | _____ | Date |
| 315 Village St                |       |      |
| Fire Department               | _____ | Date |
| 44 Milford St                 |       |      |
| Board of Health               | _____ | Date |
| Town Hall, 1 <sup>st</sup> Fl |       |      |
| Building Department           | _____ | Date |
| Town Hall, 1 <sup>st</sup> Fl |       |      |



Allen M. Tingley  
Chief of Police

# Medway Police Department

315 Village Street  
Medway, MA 02053

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

To: Michael Boynton  
Town Administrator

September 28, 2016

From: William Boultenhouse  
Lieutenant, Medway Police

Ref: One day liquor license, October 22, 2016

Mr. Boynton

On behalf of Chief Tingley, I have reviewed the request by Nancy Antinino for a one day liquor license for October 22, 2016 at the Thayer property, 2B Oak Street Medway Ma. We find no reason this license should not be approved with the stipulation that the party's named in the application, adhere to and abide by the rules and regulations of the Town of Medway's Alcohol Policy.

Respectfully,

William K Boultenhouse  
Lieutenant, Medway Police



Town of Medway

**BOARD OF SELECTMEN**

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

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

MGL c.138, §14

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

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

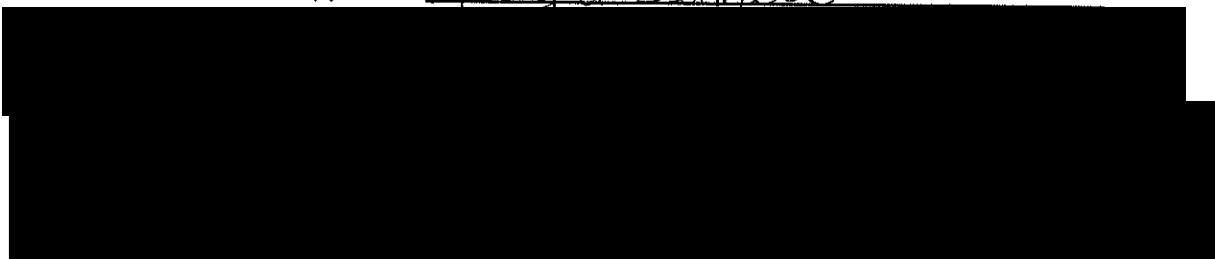
Application must be submitted at least two weeks prior to event.

Fee: \$0

All Alcohol  Wine and Malt

Event Baby Shower

Name of Organization/Applicant Kelly a Bennett



Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Prayer Hall

Event Date 11/13/2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 8am-4pm

Is event open to the general public? Y  N

Estimated attendance 55 ppl.

Will there be an age restriction? Y  N

Minimum age allowed:

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

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

Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training \_\_\_\_\_

Provisions for Security, Detail Officer \_\_\_\_\_

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

Experience Server (15 years) Current Massachusetts Ranger

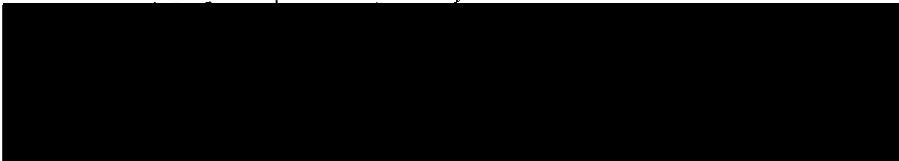
The following may be required:

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

Date of Application 9/16/16

Applicant's Signature Kelly A Bennett

Applicant's Name Kelly A. Bennett



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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

September 21, 2016

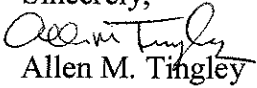
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Kelly Bennett for a one day liquor license for a baby shower, to be held at the Thayer House, 2B Oak Street, on November 13, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,

  
Allen M. Tingley  
Chief of Police



### Town of Medway

## BOARD OF SELECTMEN

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

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE** MGL c.138, §14

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

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

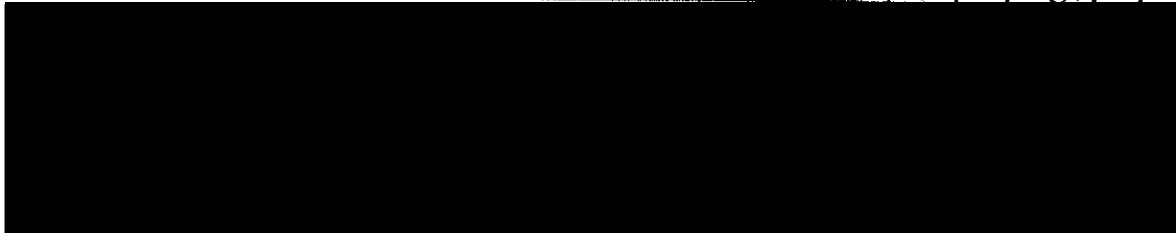
Application must be submitted at least two weeks prior to event.

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

All Alcohol  Wine and Malt

Event 10 year reunion

Name of Organization/Applicant MHS class of '06 / Mark Kelley



Non-Profit Organization Y  N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date Wed 11/23

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

Is event open to the general public? Y  N

Estimated attendance 80

Will there be an age restriction? Y  N

Minimum age allowed: 25







# 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 22, 2016

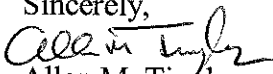
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- 2006 MHS Class reunion

I have reviewed the request from Mark Kelley, for a one day liquor license for a 2006 MHS class reunion, to be held at the Thayer House, 2B Oak Street, on November 23, 2016. I approve of the issuance of this license with the stipulations there will be no on-street parking on Mechanic Street and Oak Street, all alcoholic beverages served at the event, must be purchased from a licensed wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. A responsible adult with some knowledge of Massachusetts liquor laws will be checking ID's of individuals served alcohol at this event.

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

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

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

MGL c.138, §14

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

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

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

Fee: \$0

All Alcohol  Wine and Malt

Event Baby Shower

Name of Organization/Applicant Shirley Ann Bliss

A  
F  
P  
N  
[Redacted]

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date January 7, 2017

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

Is event open to the general public? Y  N

Estimated attendance 70

Will there be an age restriction? Y  N

Minimum age allowed:

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

**Everyone attending is over 21**

Is there a charge for the beverages? Y  N

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

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

Attach Proof of Alcohol Server Training

**Provisions for Security, Detail Officer** \_\_\_\_\_

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

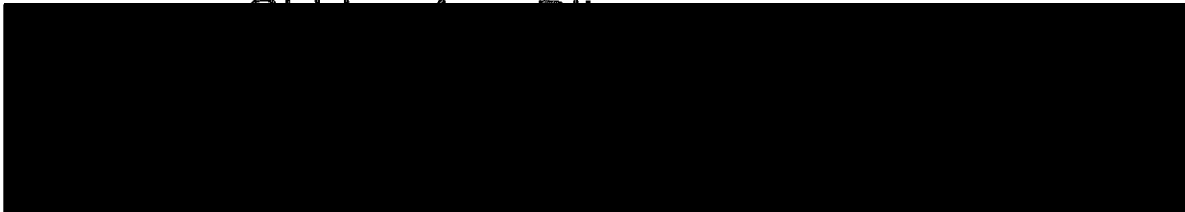
Experience \_\_\_\_\_

**The following may be required:**

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

Date of Application September 7 2016

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



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

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

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

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

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



# Medway Police Department

315 Village Street  
Medway, MA 02053

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

Allen M. Tingley  
Chief of Police

September 21, 2016

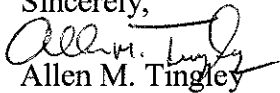
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Shirley Ann Bliss for a one day liquor license for a baby shower, to be held at the Thayer House, 2B Oak Street, on January 7, 2017. I approve of the issuance of this one day liquor license with the stipulation that the alcohol will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,

  
Allen M. Tingley  
Chief of Police

# **AGENDA**

# **ITEM #10**

## **Action Items from Previous Meeting**

**Associate backup materials attached:**

- Action Item List

# **AGENDA**

## **ITEM #11**

**Approval of Warrants**

**Warrants to be provided at meeting**

# **AGENDA**

# **ITEM #12**

## **Approval of Minutes**

### **Associated backup materials attached:**

- Draft Minutes - April 19, 2016
- Draft Minutes – June 20, 2016
- Draft Minutes - July 11, 2016
- Draft Minutes – August 15, 2016



**Board of Selectmen’s Meeting  
April 19, 2016, 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street  
Agenda**

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

Absent: Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Tom Holder, Director, Department of Public Services; Stephanie Mercandetti, Community Development Director; Mary Becotte, Communications Director;

\*\*\*\*\*

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

**Public Comments – Exelon PILOT Questions:** None.

**Public Comments:**

Mr. Jim Coyle asked the Board about the proposed improvements for Choate Park. We would like to have a bocce court installed. There are all kinds of things specifically for children at the park but nothing for older residents. It is something that all ages can play. He added that there is a company in Medway that makes the bocce balls. At this time, Mr. Coyle introduced the Southwest Florida Bocce champion, Mr. Mike Leone.

Mr. Leone reiterated that a bocce court would not only be for seniors but for all ages. He noted that when he was in Florida, the courts were full all the time. Courts are generally 12 feet wide and 60-90 feet long. He added that local vendors can install them, and asked the Board to consider it.

Mr. Boynton explained that an Annual Town Meeting request is for the funds to design the upgrades to Choate Park, but does not include funds to actually construct them. He reported that there had been discussion about expanding the EPFRAC committee with representatives from numerous committees including the Board of Selectmen. Chairman Foresto urged residents to send their suggestions to the Town Administrator.

Ms. Traci Stewart asked for guidance on how many signatures are required for a citizens’ petition for Annual Town Meeting or Special Town Meeting. Mr. Boynton responded that both warrants are closed at this time. She has a petition with 164 signatures for an article designed to establish a moratorium on synthetic turf installation on any Town-Owned land for a period of three years June 2016 to June 2019. She read aloud the article language, adding that this is the same warrant article that passed in Concord, Massachusetts and is currently under review. Selectman Crowley asked why this could not wait until the Fall Town Meeting. Ms. Stewart responded that Fall Town Meeting would be too late to get into the design and engineering of proposed improvements at Choate Park.

Mr. Boynton clarified that any petition that is submitted goes onto the warrant as submitted. Town Counsel would review it and give an opinion, but the article would remain unchanged. If there is an amendment from the floor, it falls to the Town Moderator to determine whether it falls within the four corners (scope) of the article. Brief discussion followed.

1  
2 Ms. Stewart stated that the Board of Health met on this issue [crumb rubber] in March and expressed  
3 disappointment that the Board of Health was talked out of doing anything about it. She reported she  
4 went to Washington DC on this matter and has talked with people from the EPA and other entities. She  
5 went on to describe the particulates as outlined in documentation she shared with the Board. She  
6 believes that the EPA will soon launch a three-year study into the use of crumb rubber. Selectman  
7 Crowley theorized that submission of this article at this time will delay development of all the recreational  
8 upgrades that are currently being proposed.  
9

10 **Public Hearing – Alteration of Alcohol Licensed Premises - Medway Veterans Building Assoc.**  
11 **Inc., 123 Holliston St.:**

12 *The Board reviewed the following information: (1) Documentation for Change Request; (2) Letter –*  
13 *Kenneth McGovern, President of Medway VFW; (3) Sketch of Proposed Additional Premises; (4) Abutter*  
14 *Notification Letter; and (5) Police Chief Recommendation.*

15  
16 Present: John Larney, Quartermaster and Treasurer; Joe Antonellis, attorney for the applicant.  
17

18 **At 7:16 PM Selectman D’Innocenzo moved that the Board open the public hearing on the Medway**  
19 **Veterans Building Association extension of premises request; Selectman White seconded. No**  
20 **discussion. Roll call vote: 4-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; White, aye).**  
21

22 Mr. Antonellis, representing the Medway Veterans Building Association, stated that the purpose of this  
23 request is to expand the area in which alcohol can be served. The area in question would be fenced off  
24 from that of the general public. We are required to come to you for changes in the premises. We  
25 appreciate the expediency in which this matter was added to tonight’s agenda. Mr. Larney is the  
26 quartermaster and treasurer. If approved this evening, the matter then goes to the ABCC for its review.  
27 They want to fence off the pavilion as a separate venue with its own bartender, and they will place  
28 outdoor tables and chairs in the area to the right of the pavilion.  
29

30 Selectman Crowley asked if it is possible to hold events of 300-400 people without police details or  
31 supervision. Mr. Larney responded that he always calls the police for details officers for large parties.  
32 We anticipate attendance at these events to be fewer than 100 people.  
33

34 Chairman Foresto stated that he talked to the abutters whose concern is music out on the pavilion, and  
35 asked that the speakers be pointed away from their bedrooms.  
36

37 It was noted that the Town handled the mailing to abutters. A resident asked if there is any time frame on  
38 the events and serving alcohol outdoors. Mr. Larney responded that he closes the bar at 10 PM.  
39

40 Mr. Boynton stated he was not sure the ABCC has provisions for licenses for premises with two  
41 entrances. Brief discussion followed.  
42

43 **At 7:22 PM Selectman Crowley moved that the Board close the hearing; Selectman White**  
44 **seconded. No discussion. VOTE: 4-0-0.**  
45

46 **Selectman White moved that the Board approve the extension of premises request for the Medway**  
47 **Veterans Association building to include the outside pavilion, as proposed; Selectman D’Innocenzo**  
48 **seconded. No discussion. VOTE: 4-0-0.**  
49

50 **Presentation – Trash and Recycling Program Comparison:**

51 *The Board reviewed a Local Community Comparison Chart.*

1  
2 Mr. Boynton explained that the contract for trash collection expires in June of 2017. This comparison is  
3 like comparing apples to oranges as each community offers different things valued or priced in different  
4 ways. At this time increases to fees are not being proposed. An important addition to the program is the  
5 cost of debt service as it relates to the DPS Facility.  
6

7 Chairman Foresto asked how to obtain input from residents on what they think of the current program and  
8 its offerings. Mr. Boynton responded that Ms. Becotte, Communications Director, can do some outreach  
9 via social media.  
10

11 Continuing, Mr. Boynton reported that the Town wants to research competitors to Waste Management  
12 with the idea that there could be a better deal out there.  
13

14 Mr. Holder explained that there will be a change in the route schedule. Monday is the heaviest burden in  
15 Town and requires two trucks. The change will affect Monday, Thursday and Friday, smoothing out the  
16 pickup among those days. Postcards announcing the change will go out to the 480 affected households  
17 notifying them that the change will occur on July 11.  
18

19 At this time, Selectman Crowley reported that the electronic sign on Pond Street cannot be read. Mr.  
20 Holder responded that he was aware of the problem, noting that the message font is too small.  
21

22 Selectman Crowley stated that lots of people are complaining about brown water, and it seems to be more  
23 than before. Mr. Holder responded that the flushing program began last night and ran from 11 pm – 4 am.  
24 This year we are doing shorter runs in each valving sequence. We are required to flush every year, and we  
25 usually divide the process into two sessions, spring and fall. By shortening the sequencing, it will be more  
26 labor-intensive, but more precise and more effective.  
27

28 **Approval – 40B Technical Assistance – MA Housing Partnership:**

29 *The Board reviewed the following information: (1) Memorandum dated April 13, 2016 from the Director*  
30 *of Community and Economic Development; and (2) Agreement with MA Housing Partnership.*  
31

32 Mr. Boynton reported that the Chapter 40B application has been filed, and part of the requirement is to  
33 secure technical assistance. He requested the Board authorize the Chair to sign the aware letter relative  
34 to the Timber Crest Estates project.  
35

36 **Selectman D’Innocenzo moved that the Board authorize the Chairman to sign the award letter from**  
37 **the MA Housing Partnership for consulting services from Ezra Glenn from PPRI, INC on the Timber**  
38 **Crest Estates project as requested; Selectman White seconded. No discussion. VOTE: 4-0-0.**  
39

40 **Approval – Gale Associates Change Order No. 8– Baseball Field/Storage Building Athletic**  
41 **Facility Improvements - \$37,900:**

42 *The Board reviewed a Proposal from Gale Associates.*  
43

44 Present: Tom Holder, Director, Department of Public Services.  
45

46 Mr. Boynton stated the funds were repurposed from a previous appropriation to help fund the replacement  
47 of trailers at the school and add a shed. Mr. Holder added that there was a list of requested items,  
48 changing the dugouts and backstops as well as the equipment trailers. The trailers could also store  
49 maintenance equipment and other items for use in maintaining the fields.  
50

1 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute change order**  
2 **number 8 with Gale Associates for services related to the High School Baseball field improvements**  
3 **in an amount not to exceed \$37,900; Selectman White seconded. Selectman D’Innocenzo asked**  
4 **about electrical power. \$4,500 for electrical service is separately quoted but is included in the**  
5 **change order. This is in case the decision is made to not install electricity, the rest of the project can**  
6 **move forward. Selectman Crowley noted that the project cost is \$162,479 after the change order,**  
7 **and asked if there is something exceptional that is driving the cost up. Mr. Holder responded that**  
8 **there is nothing out of the ordinary, noting that there is typically a quote of 15% for consultancy,**  
9 **and 10% for change order impact. VOTE: 4-0-0. [\*Motion amended later in discussion]**

10  
11 A resident identifying herself as Andrea Cur asked why Gale Associates is the only one considered.  
12 From a taxpayer standpoint, there should be a more thorough review of these kinds of costs. Mr. Holder  
13 responded that Gale Associates was originally hired to do the Master Plan. At that time there was a  
14 process through Massachusetts Procurement Law and they were selected. They were also selected to do  
15 the synthetic turf fields. We are able to do this through a change order. If we were to go out to advertise  
16 the project, this could be much more expensive. There are other firms in town and their rates are very  
17 much in line with Gale Associates.

18  
19 Mr. Boynton stated that the big project is not on the warrant. There will be a formal RFP for services on  
20 that as a result of efforts from a citizens committee to define the key elements. There will definitely be a  
21 competitive process.

22  
23 Selectman Crowley asked about \$750 for miscellaneous reimbursable expenses. Should that have been  
24 included in their price? Otherwise those will have to come out of engineering services. He expressed  
25 concern that the cost of the electrical installation may be more than anticipated. He suggested that the  
26 motion be amended to include those.

27  
28 Is there intent to bring electrical power into the storage facility? Mr. Holder responded that there is a  
29 pole with power at the site. When the building (three or four bays) is done, we will then see if we can  
30 afford to do the electrical. Maybe it should be a \$5,000 change order and remove the design services  
31 cost. This would reduce it from \$37,900 to \$32,400. We can come back for additional requests.

32  
33 Mr. Paul Mahoney, identifying himself as a Parks Commissioner as well as a member of EPFRAC and  
34 CPC, reported that the discussion on whether to install electricity went on for over an hour. We felt it  
35 was to be a placeholder for the addition of electric. Selectman Crowley reiterated his preference to hold  
36 it out. Mr. Holder theorized that, if it is removed, Gale Associates will not be able to tell us how much it  
37 costs to do the electrical. Discussion followed on whether to amend the change order amount not to  
38 exceed \$33,400.

39  
40 **\*Selectman D’Innocenzo amended his motion to reflect authorization to execute the change order**  
41 **in an amount not to exceed \$33,400; Selectman White seconded the amendment. No further**  
42 **discussion. VOTE: 4-0-0.**

43  
44 **Discussion - Recreational Areas Program –Proposed Scope Task List:**

45 *The Board reviewed a Memorandum dated April 13, 2016 from the Town Administrator.*

46  
47 Mr. Boynton reported that the Community Preservation Committee was adamant that, even though the  
48 scope of the project was reduced, they want it to be design only at this time. He added that a member-at-  
49 large would be from the Board of Selectmen. It is an aggressive timeline to have it done by the fall, but  
50 definitely in time for the spring.

1 Chairman Foresto cautioned that it will be difficult to get people together over the summer months,  
2 adding that this will take strong leadership given that there are a lot of people who all have different  
3 agendas for this initiative. Mr. Boynton responded that he believes that the public interest is out there to  
4 meet over the summer. Selectman D’Innocenzo stated he was at the meeting and they want a full  
5 conceptualization before it goes to design. Selectman Crowley pointed out that there are already ten  
6 people on the committee, and Selectman D’Innocenzo is still on the EPFRAC. Why is the Historical  
7 Commission being asked to weigh in? Selectman D’Innocenzo responded that the Historical  
8 Commission was asking for ideas on the whole area and if there were historical impacts, noting that it  
9 might revise funding sources. Selectman Crowley expressed concern that increasing the size of the  
10 committee will slow down the process and potentially delay completion of some of the projects if this is  
11 not ready to go by Fall Town Meeting. Discussion followed.

12  
13 Mr. Paul Mahoney theorized that the Community Preservation Committee would like to see the structure  
14 of how it will flow, and that the Friends of Choate are brought into that flow. Can we set up a calendar  
15 of meetings to ensure that the process moves forward whether or not all the groups are represented?  
16

17 Mr. Boynton admitted that Selectman Crowley may be correct in that getting people together over the  
18 summer can be difficult. He expressed concern about participating in a process for a major project that  
19 has constituencies throughout the community, and then not getting it approved because enough people  
20 didn’t weigh in. Brief discussion followed. Selectman Crowley stated he would prefer to get input from  
21 all the groups and see if they are ok with this being ready for the spring.  
22

23 Mr. Boynton reminded the Board that it will still need to provide direction for the Community Preservation  
24 Committee because the \$450,000 has not yet been authorized. Selectman Crowley expressed concern that  
25 the completion date could be in jeopardy. Mr. Boynton responded that they [CPC] need to take a formal  
26 vote on the \$450,000 so that the money for the article can be approved.  
27

28 Ms. Traci Stewart asked about the Playground Committee. Mr. Boynton responded that there was one  
29 that slowly fell apart because nothing happened. Those people who volunteered and participated in the 6-  
30 8 meetings that did take place could be invited to participate again. Discussion followed.  
31

32 **Approval – One-Day Liquor License Applications:**

33 *The Board reviewed Applications and Police Chief Recommendations for the following: (1) Medway Veterans,*  
34 *Medway VF May 4 through June 20, 2016; (2) Barbara Strachan, Thayer Homestead, May 22, 2016; and*  
35 *(3) Leslie Guyette, Thayer Homestead, June 19, 2016.*  
36

37 **Selectman D’Innocenzo moved that the Board approve 30 one-day licenses for the Medway**  
38 **Veterans Association for various events to take place at the Medway Veterans building from May 4,**  
39 **2016 through June 2, 2016, and for Barbara Strachan and Leslie Guyette for their events to be held**  
40 **at the Thayer Homestead on May 22 and June 19, 2016 as requested; Selectman White seconded.**  
41 **Chairman Foresto asked that the Board of Selectmen receive notification of each event with the**  
42 **Police Chief recommendation. VOTE: 4-0-0.**  
43

44 **Approval – Special Event Permit Applications:**

45 *The Board reviewed the following information: (1) Public Event Application from Caroline Genco for*  
46 *fundraiser ride; and (2) Email from David Consigli for Turkey Trot.*  
47

48 **Selectman D’Innocenzo moved that the Board approve special event permits for the Christina**  
49 **Clarke Genco Foundation INC. fundraiser ride on May 8, 2016 and the 6th Annual Turkey Trot**  
50 **5K on November 24, 2016 subject to the Police Chief’s recommendations; Selectman White**  
51 **seconded. No discussion. VOTE: 4-0-0.**

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**Action Items From Previous Meeting:**

*The Board reviewed the Action Items List.*

It was noted that work on the Brentwood project is nearing completion.

Selectman Crowley reported that the contract for the Route 109 contract has been signed, and the first construction meeting is being set up. Until we meet with the general contractor, we cannot announce a construction start date.

After brief discussion, it was decided that the item referring to solid waste fee could be deleted.

**Approval of Warrants:**

*The Board reviewed Warrants 16-41, 16-43P and 16-43SP.*

Selectman D’Innocenzo, Clerk, read aloud Warrants 16-41, 16-43P and 16-43SP, presented for approval:

|         |                |    |                |
|---------|----------------|----|----------------|
| 16-41P  | Town Payroll   | \$ | 326,495.13     |
| 16-43P  | town payroll   | \$ | 337,946.58     |
| 16-43SP | School payroll | \$ | 818,460.28     |
|         | TOTAL          |    | \$1,482,901.99 |

**Selectman D’Innocenzo moved to approve the Warrants as read; Selectman White seconded. No discussion. VOTE: 4-0-0.**

**Approval of Minutes:**

*The Board reviewed draft minutes from meetings held on 2/1/16, 2/5/16 and 2/16/16.*

**Selectman D’Innocenzo moved that the Board approve public session minutes from February 1, 2016, as presented; Selectman White seconded. No discussion. VOTE: 3-0-1 – Crowley abstained.**

**Selectman White moved that the Board approve public session minutes from February 5, 2016, as presented; Chairman Foresto seconded. No discussion. VOTE: 3-0-1 Crowley abstained.**

**Selectman White moved that the Board approve public session minutes from February 16, 2016, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 4-0-0.**

**Town Administrator’s Report:**

Mr. Boynton reported that the water main flushing has been completed.

While there are no changes from the Governor’s Budget, Mr. Boynton remained optimistic that Medway will come out ahead in the final budget on state aid.

**Selectmen’s Reports:**

Selectman Crowley asked if the Streets and Walkways List could be posted online with a caveat that it is subject to change and based on available funding.

Chairman Foresto thanked Ms. Potter and all Town Hall staff as well as the Department of Public Services for their efforts in the recent Clean Sweep. Over 200 people participated. We did all the major roads. He noted that the amount of heavy metal items in the first year was unbelievable, while this year

1 (after four years) was mostly road trash. People are taking charge of their items and controlling what  
2 ends up on the roadside.  
3  
4

5 **At 8:35 PM Selectman D’Innocenzo moved that the Board enter into Executive Session under**  
6 **Exemption 3 to discuss strategy with respect to collective bargaining or litigation if an open meeting**  
7 **may have a detrimental effect on the government entity’s bargaining or litigating position**  
8 **[COMMCAN, Inc. Registered Marijuana Dispensary, Cultivation & Processing Facility] if the**  
9 **Chair so declares; and further, under Exemptions 3 and 6 to consider the purchase, exchange,**  
10 **taking, lease, or value of real property if such discussion may have a detrimental effect on the**  
11 **negotiating position of the governmental body [Exelon West Medway, LLC and Exelon West**  
12 **Medway II, LLC, Energy Facilities Siting Board, 181 Main Street, 54R Adams Street, Review of**  
13 **6/15/15, 7/6/15, 7/20/15 & 8/17/15 Executive Session Minutes and Vote on Their Release], not to**  
14 **return to public session; Selectman White seconded. The Chair did so declare. No discussion.**  
15 **Roll Call Vote: 4-0-0 (Crowley, aye; D’Innocenzo, aye; Foresto, aye; White, aye).**  
16  
17  
18

19 Respectfully submitted,  
20 Jeanette Galliardt  
21 Night Board Secretary

Board of Selectmen's Meeting  
June 20, 2016, 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street

Present: John Foresto, Chair; Maryjane White, Vice Chair; Richard D'Innocenzo, Clerk; Dennis Crowley, Member; and Glenn Trindade, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Stephanie Mercandetti, Community Development Director; Tom Holder, Director, Department of Public Services; Jeffrey Lynch, Fire Chief.

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

\*\*\*\*\*

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

**Public Comments:** None.

**Reorganization of Board (Chair, Vice Chair and Clerk)**

*There were no background materials.*

Chairman Foresto thanked the Town Administrator, Town Departments, and Town Boards and Committees for their hard work this past year.

**Chairman Foresto nominated Glenn Trindade to serve as Chair of the Board of Selectmen; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

**Selectman Crowley nominated Maryjane White to serve as Vice Chair of the Board of Selectmen; Chairman Trindade seconded. No discussion. VOTE: 5-0-0.**

**Selectman Foresto nominated Richard D'Innocenzo to serve as Clerk of the Board of Selectmen; Chairman Trindade seconded. No discussion. VOTE: 5-0-0.**

Selectman Foresto and Chairman Trindade switched seats.

Selectman Crowley noted that the past year was a tough one with two major projects. He stated that Selectman Foresto remained very neutral showing great patience in allowing people to express their opinions. Board members concurred.

**Discussion – Eversource Security Fencing on West Street**

*There were no advance background materials. Three posters were displayed during the meeting.*

Present: Stephanie Mercandetti, Community Development Director; Andy Rodenhiser, Chair, Planning and Economic Development Board; Eversource representatives: Jack Lopes, Community Relations; Bill Blanchard, Project Manager; John Ziko, Substation Engineering.

Mr. Lopes reported there have been multiple meetings on this project out on West Street. We will present a construction timetable and basic components of the project.



1  
2 Mr. Blanchard reported that this substation was one that was chosen for upgrades for security purposes.  
3 Upgrades include replacement of the existing chain link with a more secure fence that is difficult to climb  
4 over or dig under, plus it is only 15% transparent. This fence could be 10 feet, 15 feet, or 20 feet in  
5 height, depending on its location on the site. The fence will be replaced within the existing footprint of  
6 the substation.  
7

8 Utilizing large photographs and plans, Mr. Blanchard pointed out the perimeter of the installation, and where  
9 the ten foot fence would be located at the entrance gate. The fence will get taller as it gets closer to the  
10 control house. Mr. Lopes has met with some of the abutters who have expressed no objections. On the third  
11 poster, there were “before” and “after” shots. Brief discussion followed on existing landscaping and the  
12 potential for additional landscaping (trees) to further shield the view.  
13

14 Ms. Stephanie Mercandetti, Community Development Director, reported that this project did not trigger a  
15 meeting with the Zoning Board of Appeals. This could be considered a modification for site plan review.  
16 Mr. Andy Rodenhiser, Chair, Planning and Economic Development Board theorized that something this  
17 extensive should have been presented as part of the Site Plan. This is more than replacing the fence.  
18 With the visual impact, and the amount of attention that this site has received, it should be closely  
19 reviewed. We would be remiss in not holding a meeting on it. Mr. Blanchard stated he has no objection  
20 to meeting with the Planning Board.  
21

22 Mr. John Ziko added that this was a separate project that was not tied to the Plan that came to the  
23 Planning Board. Mr. Blanchard was not aware of the Planning Board meeting.  
24

25 Selectman Foresto expressed concern that power has been turned off in the middle of the day for 20  
26 businesses without notice, significantly impacting those businesses. There have been three major outages  
27 this year, and people have lost a lot of money due to the loss of business.  
28

29 Selectman Crowley stated that Eversource has not been a good neighbor in Medway from the beginning.  
30 Reiterating Selectman Foresto’s comments, there have actually been five outages. One of the restaurants  
31 lost a lot of food in refrigerators, and The Muffin House lost power to ovens resulting in the loss of  
32 sixteen dozen muffins. Abatement funds are sitting in an account and we cannot touch those funds.  
33

34 The Board’s recommendation was to refer it back to the Planning Board, and encouraged Mr. Blanchard  
35 to work with Susy Affleck-Childs, Planning and Economic Development Coordinator, in getting on the  
36 Planning Board agenda.  
37

38 **Presentation - Stormwater Management Presentation**

39 *The Board reviewed the following information: PowerPoint presentation entitled “Medway’s Stormwater  
40 Management Program & NYDES MS4 Permit”.*  
41

42 Present: Tom Holder, Director, Department of Public Services; Kirsten Ryan, Kleinfelder.  
43

44 Mr. Holder provided a brief introduction. Ms. Ryan stated she will move quickly through the  
45 presentation, focusing on the grant and the funding options.  
46

47 Utilizing a PowerPoint presentation, Ms. Ryan explained what the permit means and provided  
48 descriptions of basic components. The current estimated annual program costs are \$275,000 but the  
49 community should be increase that figure to \$475,000 each year to cover costs or requirements that may  
50 be presently undefined or unanticipated. She briefly reviewed the requirements at different levels, i.e.,  
51 during the second year, during the first five years, and other points during the 20-year plan. Discussion

1 followed. Is there too much parking [impervious surface] being required which affect the amount of  
2 runoff and stormwater? Mr. Rodenhiser reported that the Planning Board is already looking at this.

3  
4 Ms. Ryan continued with the presentation, explaining the grant and the timeline requirements. The red  
5 shading represents when something is due, while the blue is when Medway should begin another task so  
6 that the resulting impact is minimized. Mr. Rodenhiser asked what “site selection” meant. Ms. Ryan  
7 responded that it means identification of potential locations can begin, possibly around year 4. Chairman  
8 Trindade theorized that the acquisition of land should begin sooner than year 4 as it takes a long time to  
9 complete the purchase. Mr. Rodenhiser asked if there is a way to determine areas of town that may need  
10 increased attention, i.e. more land for runoff or filtration versus others that use less. Selectman Crowley  
11 cautioned that the planning needs to begin, but not necessarily the purchase of land. Those acquisitions  
12 could happen later, maybe five or ten years down the road.

13  
14 Selectman Foresto asked how Medway might suffer if surrounding communities do not do what they are  
15 supposed to. Ms. Ryan responded that, if Medway executes its plan, it would need to be in compliance  
16 with the permit.

17  
18 Funding options for the Stormwater Program could include:

- 19 A. Tax Override/General Fund
- 20 B. Municipal Water Infrastructure Investment Fund
- 21 C. Stormwater Utility (user fee) which would be based on percentage of impervious surface on any  
22 property. This would require a Town Meeting vote to establish.

23  
24 Mr. Rodenhiser suggested laying out the timetable sooner so that residents could begin planning their  
25 upgrade projects, i.e., driveways or parking lots. Chairman Trindade expressed concern that the hard part  
26 is getting the word out to people so they can begin that planning.

27  
28 Mr. David Blackwell, 2 Milford Street, asked what methods would be employed to encourage property  
29 owners to mitigate their discharge. If property owners with the same square footage have differing  
30 mitigations, what is an equitable way of applying the user fee? Discussion followed on budget changes,  
31 projections, criteria for a user fee, etc.

32  
33 Brief discussion followed on recommended next steps in FY17, it is anticipated that there will be an  
34 updated presentation in July. Selectman Crowley expressed concern that that there needs to be a way to  
35 track progress and goal attainment. This could be a list of tasks with associated timeline points for the  
36 next 12, 18, or 24 months.

37  
38 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension**

39 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director of*  
40 *the Department of Public Services; (2) 2012 Master Service Contract; and (3) Proposed Amended Contract.*

41  
42 Present: Tom Holder, Director, Department of Public Services.

43  
44 Mr. Holder stated he would like to extend the existing contract for two additional years. We are well  
45 served by this company and strongly recommend this. The funds will come out of our operational budget  
46 and also augmented by grant funds.

47  
48 Selectman Crowley expressed concern that there is no fee identified in the contract. Mr. Holder  
49 responded that the fee structure comes from the consultants. This approval generates a letter of  
50 understanding. He added that he could ask them to provide a rate structure.

51

1 Chairman Trindade suggested this matter be postponed until the next meeting; the Board concurred.

2  
3 **Approval – 2 Year Contract for Road Servicing – TASCOC Construction, Inc. - \$200,000**

4 *The Board reviewed the following information: (1) Memorandum dated June 2, 2016 from the Director of*  
5 *the Department of Public Services; and (2) Contract.*

6  
7 Mr. Holder stated this is part of our annual contracts. We had renewed a contract with a local group  
8 which did not work out. This is the lowest responsive bidder and we checked out their references.

9  
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a two-year contract**  
11 **with TASCOC Construction, Inc. for asphalt and concrete repair and catch basin structure**  
12 **adjustments in an amount not to exceed \$200,000, and subject to funding in year 2; Selectman**  
13 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

14  
15 **Approval –2 Year Contract for Sewer Jet Cleaning & Inspections - Clogbusters Underground**  
16 **Technologies, Inc. - \$10,000**

17 *The Board reviewed the following information: (1) Memorandum dated June 20, 2016 from the Director*  
18 *of the Department of Public Services; and (2) Contract.*

19  
20 Mr. Holder reported that this is a renewal of an existing contract. This company performs all the high-  
21 pressure sewer and drain cleaning as the Town does not have that kind of equipment.

22  
23 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**  
24 **Clogbusters Underground Technologies in an amount not to exceed \$10,000, and subject to funding**  
25 **in year 2; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26  
27 **Contract Approval – On Call Planning and Grant Writing Services – PGC Assoc.**

28 *The Board reviewed the following information: (1) Memorandum from Susan Affleck-Childs, Planning*  
29 *and Economic Development Coordinator; and (2) Contract.*

30  
31 Mr. Rodenhiser reported that Mr. Gino Carlucci, who is associated with MAPC, also serves as a liaison to  
32 SWAP. He helps the Planning Board with writing complicated decisions and the reports that will support  
33 those decisions as well as consulting services looking at maps and researching boundaries. This contract  
34 provides that Mr. Carlucci is also available to other Town departments. Billing is for on call services, and  
35 not a fee for the contract period.

36  
37 **Selectman Foresto moved that the Board authorize the Chairman to execute a three-year contract**  
38 **with PGC Associates for consulting planning services; Selectman D’Innocenzo seconded. No**  
39 **discussion. VOTE: 5-0-0.**

40  
41 **Contract Approval – Ambulance Billing Services – Pro-EMS Solutions:**

42 *The Board reviewed the Contract.*

43  
44 Fire Chief Jeffrey Lynch reported that three bids were submitted. Our collection rate has increased  
45 substantially and they have done a great job for us.

46  
47 **Selectman D’Innocenzo moved that the Board execute a contract with Pro-EMS Solutions, Inc. for**  
48 **ambulance billing and collection services in an amount not to exceed 4% of collected revenue, as**  
49 **requested; Selectman White seconded. It was noted that the current contract has expired. VOTE: 5-0-0.**

50  
51 **Approval – Contract with Bulldog Fire Apparatus for Engine 2 Refurbishment - \$76,700:**

1 *The Board reviewed a Draft Contract. It was noted that the final contract is in process.*

2  
3 Chief Lynch briefly outlined the components of the refurbishment.

4  
5 **Selectman D’Innocenzo moved that the Board award a contract for the refurbishment of Fire**  
6 **Engine 2 to Bulldog Fire Apparatus, Inc. in the amount of \$76,668, with said total including bid**  
7 **alternates 1 - \$3,492.00 and 2 - \$1,880.00, and to further authorize the Town Administrator to**  
8 **execute the contract and approve any additional repairs to the vehicle identified during the**  
9 **refurbishment process not to exceed \$20,000; Selectman Foresto seconded. Selectman Crowley**  
10 **expressed concern that there was no performance bond, Town Counsel approval or certificate of**  
11 **insurance. Selectman D’Innocenzo amended his motion the contract will be awarded subject to the**  
12 **receipt of these items; Selectman White seconded the amended motion. No further discussion.**  
13 **VOTE: 4-1-0 Crowley oppose.**

14  
15 **Contract Award – Specialty Vehicles, Inc. for Purchase of New Ambulance - \$259,686:**

16 *The Board reviewed the following information: (1) Contract; (2) Sales Contract; and (3) Cost Detail.*

17  
18 Chief Lynch stated that this purchase is to replace an ambulance, not adding one. This particular one  
19 includes a new stretcher system which is required by a new law. It helps to reduce back injuries during  
20 transport. Responding to a question from Selectmen White, Chief Lynch stated that putting this  
21 ambulance into service will help the Town move to an all-ALS service. Once ordered, the ambulance  
22 should be delivered in approximately 120 days. Existing vehicles are showing their wear.

23  
24 **Selectman D’Innocenzo moved that the Board award a contract for the purchase of a new ambulance**  
25 **and related equipment to Specialty Vehicles, Inc. of North Attleborough in the amount of \$259,686**  
26 **and authorize the Town Administrator to execute the contract once the certificate of insurance, Town**  
27 **Counsel review, tax compliance report from Town Accountant and certificate of authority have been**  
28 **received; Selectman Foresto seconded. No discussion. VOTE: 4-1-0 – Crowley oppose.**

29  
30 **Contract Approval – Consulting Services Related to Appellate Tax Board Cases – George E.**  
31 **Sansoucy, P.E. LLC:**

32 *The Board reviewed the associated Contracts.*

33  
34 **Selectman Foresto moved that the Board authorize the Chairman to execute three contracts with**  
35 **George Sansoucy for Appellate Tax Board cases for NStar Electric, Bay State Gas, and Bell**  
36 **Atlantic in mounts not to exceed \$10,000, \$10,000 and \$2,000 respectively, as presented; Selectman**  
37 **D’Innocenzo seconded. It was noted that Town Counsel does not sign off until all associated**  
38 **documents are received. VOTE: 5-0-0.**

39  
40 Chairman Trindade announced that it is the intention of the Board that all contracts will have all  
41 supporting documents provided before they are placed on a meeting agenda.

42  
43 **Approval – Inter-municipal Agreement with Millis for Animal Control Services:**

44 *The Board reviewed the Agreement.*

45  
46 It was noted that this is contract is for only three years because Millis cannot enter into a contract for a  
47 period longer than that.

48  
49 **Selectman Foresto moved that the Board approve an Inter-Municipal Agreement with the Town of**  
50 **Millis for Animal Control Services for a three-year period; Selectman D’Innocenzo seconded. No**  
51 **discussion. VOTE: 5-0-0.**

1  
2 **Discussion/Vote – Counsel Representation for Cable License Renewal Process**

3 *There were no background materials.*

4  
5 Selectman Foresto explained that the Cable Committee was not happy with this person’s performance.  
6 Brief discussion followed.

7  
8 **Selectman Foresto moved that the Board vote to terminate the services of Peter Epstein relative to**  
9 **representation for Cable License Renewal processes; Selectman D’Innocenzo seconded. No**  
10 **discussion. VOTE: 5-0-0.**

11  
12 **Approval – One-Day Liquor License Requests**

13 *The Board reviewed applications and Police Chief recommendations for the following individuals for*  
14 *their respective Thayer Homestead events: (1) Steve & Sue Houde – July 8, 2016; (2) Michael Josephs –*  
15 *July 9, 2016; (3) Patrick Smith –July 22, 2016; (4) Brittany O’Malley – July 23, 2016; and (5) Tom*  
16 *Amlicke –July 31, 2016.*

17  
18 **Selectman D’Innocenzo moved that the Board approve one-day liquor licenses for Steve & Sue**  
19 **Houde, Michael Josephs, Patrick Smith, Brittany O’Malley, and Tom Amlicke on the dates**  
20 **requested for their respective events at the Thayer Homestead subject to the Police Chief’s**  
21 **recommendations and evidence of appropriate insurance coverage. No discussion. VOTE: 5-0-0.**

22  
23 **Annual Committee Appointments (cont.)** (see list at end of agenda)

24 *The Board reviewed the FY17 List of Reappointments and Vacancies.*

25  
26 Ms. Potter, Assistant Town Administrator, reported that these were not available for review at the last  
27 meeting.

28  
29 Chairman Trindade read aloud the existing vacancies on the following groups: Cemetery Commission,  
30 Council on aging, Disability Committee, Energy Committee, Historical Commission, Medway Cultural  
31 Counsel, and Pride Day Committee.

32  
33 **Selectman Foresto moved that the Board reappoint the incumbent Board and Committee members**  
34 **as listed on the summary sheet for the customary terms associated with their respective boards and**  
35 **committees; Selectman White seconded. No discussion. VOTE: 5-0-0.**

36  
37 **Assignment of Board of Selectmen Liaison Designations**

38 *The Board reviewed a proposed list of Liaison Assignments.*

39  
40 Brief discussion followed on the assignments. Board members expressed no objections to the list as  
41 presented.

42  
43 **Approval of Warrants**

44 *The Board reviewed Warrants 16-52 and 16-52S.*

45  
46 Selectman D’Innocenzo read loud Warrants 16-52 and 16-52S, dated 6/23/16, presented for approval:

47  
48  
49  
50  
51

|               |               |                |
|---------------|---------------|----------------|
| 16-52S School | Expense \$446 | ,791.85        |
| 16-52 Town    | Expense \$487 | <u>,778.28</u> |
| TOTAL         |               | \$934,570.13   |

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

3  
4 **Approval of Minutes**

5 *The Board reviewed draft minutes from December 21, 2015.*

6  
7 **Selectman White moved that the Board approve the minutes of December 21, 2015 as written;**  
8 **Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

9  
10 **Town Administrator's Report**

11 Mr. Boynton reminded the Board of Missy Dziczek's retirement party at the Senior Center.

12  
13 The next Board of Selectmen meeting will be July 11.

14  
15 The Sign Bylaw Review Task Force will be meeting tomorrow, and Town Counsel will be present.

16  
17 The new Direct Tire store will be having a ribbon cutting early in July. Mr. Boynton asked Board  
18 members to contact the Assistant Town Administrator if available to attend.

19  
20 **Selectmen's Reports**

21 Selectman Crowley extended congratulations to the high school baseball team who made it to the semi-  
22 finals. He also announced that the contract with the State for the Route 109 Project has been signed.

23  
24 Selectman White reported that students at the Memorial School planted gardens and later harvested the  
25 bounty. She also stated she would be attending the Suffolk University commencement where two staff  
26 members are receiving diplomas.

27  
28 Selectman D'Innocenzo reported that the scholarship alumni game was played at the Maddie Lamson  
29 Field this past Saturday.

30  
31 Selectman Foresto reported that the ribbon cutting for the new Maker Space at the public library will be  
32 Saturday morning, June 25.

33  
34 Selectman Foresto reminded residents that Medway Family Day will be held on July 16, 2 – 9 PM.  
35 There will be a climbing wall, pony rides, racetrack, music, Clafin Hill Music and fireworks in the  
36 evening. Food is reasonably prices, and all events are free.

37  
38  
39 **At 8:47 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.**  
40 **VOTE: 5-0-0.**

DRAFT

Board of Selectmen's Meeting  
July 11, 2016 -- 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street

Present: Glenn Trindade, Chair; Maryjane White, Vice-Chair; Richard A. D'Innocenzo, Clerk; Dennis Crowley, Member; John Foresto, Member.

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Allen Tingley, Police Chief; David D'Amico, Deputy Director, Department of Public Services; Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

\*\*\*\*\*

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

**Public Comments:** None.

**Approval – Inter-fund Borrowings for Ambulance- \$140,000, Septic Betterment Loan - \$200,000, and Brentwood Drainage Project - \$55,000:**

*The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Finance Director; (2) DLS Advance of Funds in Lieu of Borrowing Forms for Each Project; and (3) Brentwood Project Spending Report.*

Present: Carol Pratt, Finance Director; Joanne Russo, Treasurer/Collector.

Ms. Pratt reported that the plan is to have the Board execute the borrowings tonight, and authorize two additional ones for a total of \$2.9 million. "Inter-Fund" means that the Town has the funds on hand to cover the borrowing. These actions will allow the specified departments to move forward with projects while awaiting the funds to be replaced in the fall. Responding to a question from the Board, Ms. Russo stated the funds will generally come from the Stabilization Fund and General Fund. Discussion followed on interest rates and current account balances.

**Selectman Foresto moved that the Board vote to approve the Advance of Funds in Lieu of Borrowing Authorizations for the projects and in the amounts requested; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

**Approval – Contract with Tetra Tech for Engineering & Consulting Services:**

*The Board reviewed the following information: (1) Memorandum dated July 7, 2016 from the Planning and Economic Development Coordinator; and (2) Contract.*

Mr. Boynton stated that this is a general services "blanket" contract with Tetra Tech. Most reviews are paid for out of a separate fund when the work is for the Planning Board. This contract is for other field work performed for the Town. There is a slight increase in the hourly fees from the previous contract, yet the rates are below what is considered "market" rate.

Selectman Foresto asked if this contract is in lieu of having professional engineer on staff. How much was spent last year? Mr. Boynton responded FY16's expense relative to this contract was \$110,000 and \$75,000 of it was spent on Planning Board services. This is a two-year contract.

1  
2 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with Tetra**  
3 **Tech for Consulting & Engineering Services, as presented; Selectman D’Innocenzo seconded. No**  
4 **discussion. VOTE: 5-0-0.**

5  
6 **Approval – Contract with Sansoucy P.E. LLC for Utility Valuation Services - \$6,000:**

7 *The Board reviewed the following information: (1) Memorandum dated July 6, 2016 from the Assessors;*  
8 *and (2) Contract.*

9  
10 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**  
11 **Sansoucy for utility valuation services in an amount not to exceed \$6,000; Selectman D’Innocenzo**  
12 **seconded. No discussion. VOTE: 5-0-0.**

13  
14 **Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension:**

15 *The Board reviewed the following information: (1) Memorandum dated June 16, 2016 from the Director*  
16 *of the Department of Public Services; (2) Kleinfelder Fee Schedule; (3) 2012 Master Service Contract;*  
17 *and (4) Proposed Contract Amendment.*

18  
19 Present: David D’Amico, Deputy Director, Department of Public Services.

20  
21 Mr. D’Amico stated this contract is for work centered on changes in regulations. \$39,000 was spent this  
22 year on storm related work. \$82,000 will be spent on work relative to the study that is coming up.

23  
24 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract amendment**  
25 **with Kleinfelder Northeast, Inc. as presented; Selectman D’Innocenzo seconded. No discussion.**  
26 **VOTE: 5-0-0.**

27  
28 **Approval – Contract with Giombetti Electric, Inc. for Installation of Generator Key Interlock**  
29 **System at High School - \$24,039:**

30 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*  
31 *of the Department of Public Services; and (2) Contract.*

32  
33 Mr. D’Amico stated the department was looking for an emergency shelter. The generator at the high  
34 school is not powerful enough if there were a significant number of people being housed there. The  
35 installation identified in this contract gives us the infrastructure to support a sizable generator that would  
36 power the school.

37  
38 **Selectman Foresto moved that the Board authorize the Chairman to execute a contract with**  
39 **Giombetti Electric, Inc. for the installation of a generator system in an amount not to exceed**  
40 **\$24,039, as presented; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

41  
42 **Approval – Contract with TASCOC Construction, Inc. for Culvert Repair & New Drainage -**  
43 **\$143,000:**

44 *The Board reviewed the following information: (1) Memorandum dated July 11, 2016 from the Director*  
45 *of the Department of Public Services; and (2) Contract.*

46  
47 Mr. D’Amico reported that a culvert collapsed on Village Street, and we need to repair the culvert and  
48 then repave the road. This has been on the wait list for some time.



1 **Selectman D’Innocenzo moved that the Board authorize the Chairman to execute a contract with**  
2 **TASCO Construction for culvert repairs and new drainage in an amount not to exceed \$143,000;**  
3 **Selectman White seconded. No discussion. VOTE: 5-0-0.**

4  
5 **Approval – Location of a Swimming Pool within Drainage Easement - 15 Tulip Way:**

6 *The Board reviewed the following information: (1) Quitclaim Deed; (2) As-built Plan; and (3) Map*  
7 *showing easement and placement of pool.*

8  
9 Selectman Crowley explained that a resident was installing a pool and learned that there was an easement  
10 in that location. DPS staff investigated and found that the easement could be moved approximately 20  
11 feet away from the pool location and still accommodate the Town’s drainage needs. Town Counsel  
12 advises that the Town cannot grant a permanent easement now, but can grant a temporary easement and  
13 put the matter on the Fall Town Meeting warrant. Selectman Crowley asked that the Department of  
14 Public Services issue a letter stating that there is no impact on the use of the drainage easement if it is  
15 shifted to the side. Discussion followed.

16  
17 **Selectman Foresto moved that the Board grant temporary authorization for the location of a**  
18 **swimming pool by the owner within the Town’s drainage easement at 15 Tulip Way. Said location**  
19 **shall not interfere with the function and purpose of the drainage easement and shall be approved**  
20 **by the Medway Department of Public Services prior to installation of the swimming pool. Further,**  
21 **the owner shall provide on or before September 1, 2016 a survey plan prepared by a Registered**  
22 **Surveyor detailing proposed revised easement boundaries that exclude the new swimming pool**  
23 **location, with the understanding that the owner proceeds at his own risk and that this matter will**  
24 **be presented to Town Meeting which must approve any actual easement relocation; Selectman**  
25 **D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

26  
27 **Grant Expenditure Authorization – Green Communities Competitive Grant - \$216,577:**

28 *The Board reviewed the following information: (1) Letter/Grant Award; and (2) Grant Proposal, voted*  
29 *by the Board at its March 21, 2016 meeting.*

30  
31 Mr. Boynton explained the specific amounts noted within the grant award letter, as follows:

- 32  
33 \$89,988 -- Various Streets in Town, Streetlights Conversion to LEDs;  
34 \$87,495 -- Medway Police Department Headquarters, Install an Energy Management System;  
35 \$12,386 -- Medway Fire Station #1, Retrofit Lights with LEDs and Install New Sensors; and  
36 \$26,708 – Medway Library, Retrofit Lights with LEDs and Install New Sensors

37  
38 **Selectman D’Innocenzo moved that the Board authorize the expenditure of the Green Communities**  
39 **Competitive Grant in the amount of \$216,577; Selectman White seconded. No discussion.**  
40 **VOTE: 5-0-0.**

41  
42 **Discussion/Vote – Chapter 70 Resolution – Medway School Committee:**

43 *The Board reviewed the following information: (1) Correspondence, Medway School Committee; and*  
44 *(2) Chapter 70 Resolution.*

45  
46 Mr. Boynton provided a brief explanation of the Foundation Budget Review Committee initiative to  
47 secure increased education funding. Selectman Crowley asked where the money will come from. Mr.  
48 Boynton responded that he will ask the School Committee to meet with the Board to explain it.

49  
50 The Board opted to take no action on this matter. Mr. Boynton will try to schedule the School Committee  
51 to come in on August 1.

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**Approval – One-Day Liquor License Requests:**

*The Board reviewed Applications and Police Chief Recommendations for the following Thayer Homestead events: (1) Suzanne Giangarra -- July 24, 2016; (2) Laurie Insel – August 6, 2016; (3) Tricia Sharpe – August 7, 2016; (4) Matt Zajac – August 19, 2016; (5) Judi Notturmo – August 21, 2016; (6) Martha White – September 1, 2016; and (7) Peter & Kristin Sigrist – September 5, 2016.*

**Selectman Foresto moved that the Board authorize one-day liquor licenses for Suzanne Giangarra, Laurie Insel, Tricia Sharpe, Matt Zajac, Judith Notturmo, Martha White and Kristen & Peter Sigrist for their events at the Thayer Homestead on July 24, August 6, August 7, August 19, August 21, September 1 & September 5, 2015 respectively, subject to the Police Chief’s recommendations and proof of appropriate insurance coverage; Selectman D’Innocenzo seconded. It was noted that Chief Tingley says there have been no issues with the events held at this venue. No further discussion. VOTE: 5-0-0.**

**Action Items from Previous Meeting:**

*The Board reviewed the Action Item List.*

Mr. Boynton reported that the Route 109 project has been given a green light. Signage will go up to announce that the project will be starting. Public meetings will be held in the next couple of weeks to update businesses and residents.

Mr. Boynton noted that work on the DPS Facility has been on hiatus since original cost estimates came in, adding that the market has changed substantially since planning began. He indicated he would like to resurrect this as the Town’s financial status will be clarified in the coming weeks. Discussion followed.

Regarding Recreational Facility Improvements, Mr. Boynton stated that correspondence has gone out to various committees and boards that will play a role in this project. The EPFRAC committee is already in existence, and they have asked for representatives from the Historic District Commission, Finance Committee and Friends of Choate. Those names should be submitted to the Town Administrator’s office as soon as possible. Selectman Crowley expressed concern that a group of 20 members might have a difficult time getting anything accomplished. Chairman Trindade emphasized that all participating groups have to be present so that a quorum is available at every meeting, and let those people know that there will be an accelerated meeting schedule. Discussion followed on whether a member should be removed from the committee if they miss two consecutive meetings. Selectman D’Innocenzo, EPFRAC Chair, suggested that each member designate an alternate who can attend the meeting in their place and submit that name to the Town Administrator. Lastly, Chairman Trindade expressed concern that the group’s activities might vary somewhat from the scope of the article and suggested a discussion with Town Counsel. Mr. Boynton did not think the group’s activities would be a problem.

**Approval of Warrants:**

*There was no Warrant to approve.*

**Approval of Minutes:**

*The Board reviewed draft minutes from public sessions held on March 21, 2016; April 4, 2016 and May 9, 2016.*

**Selectman Crowley moved that the Board approve the public session minutes from March 21, 2016, as presented; Selectman Foresto seconded. No discussion. VOTE: 5-0-0.**

Selectman Crowley asked for clarification of a section of the April 4, 2016 minutes. The Board opted to hold review of these for the time being.

1  
2 **Selectman Foresto moved that the Board approve the public session minutes from May 9, 2016, as**  
3 **presented; Selectman White seconded. No discussion. VOTE: 5-0-0.**  
4

5 **Town Administrator's Report:**

6 Mr. Boynton expressed appreciation to the Fire Department for their efforts last week battling a recent  
7 house fire and a stables fire. He reported that all the horses were saved, mostly due to the water wall.  
8 Ms. Brenda Hamblin, Animal Control Officer, was instrumental in keeping the animals calm and safe.  
9 The barn was also saved. Other communities provided assistance, and there was no serious injury to  
10 firefighters.

11  
12 Mr. Boynton also provided brief updates on road and sidewalk improvements and the State budget. He  
13 reported that the FY2016 final amount collected under the Meals Tax was \$138,000.  
14

15 **Selectmen's Report:**

16 Selectman Crowley asked for an update on the proposed assisted living complex. Mr. Boynton stated  
17 that the facility will be purchasing a radio box fire alarm system for the Town. The real estate closing on  
18 the property is scheduled for this fall. It is anticipated that construction will begin shortly thereafter or  
19 early 2017.  
20

21 Selectman Crowley asked Mr. Boynton to request that Ms. Stephanie Mercandetti provide an update on  
22 the Redevelopment Authority. It will likely be in September.  
23

24 Selectman Foresto reminded residents of Medway Day taking place this Saturday, July 16, beginning at 2 pm.  
25 There will be lots of activities ending with fireworks.  
26  
27

28 **At 8:26 PM Selectman Foresto moved to adjourn; Selectman D'Innocenzo seconded. No**  
29 **discussion. VOTE: 5-0-0.**  
30  
31

32 Respectfully submitted,  
33 Jeanette Galliardt

1 Board of Selectmen's Meeting  
2 August 15, 2016 – 7:00 PM  
3 Sanford Hall, Town Hall  
4 155 Village Street  
5  
6

7 Joint Meeting with Planning & Economic Development Board,  
8 Water & Sewer Commission and Conservation Commission  
9

10  
11 Present: Glenn Trindade, Chair; Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk (7:02 PM);  
12 Dennis Crowley, Member.  
13

14 Absent: John Foresto, Member.  
15

16 Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator;  
17 Mary Becotte, Communications Director; Susy Affleck-Childs, Planning and Economic Development  
18 Coordinator; Stephanie Mercandetti, Community Development Director;  
19

20 Conservation Commission: David Travalini, David Blackwell.  
21

22 Planning & Economic Development Board: Andy Rodenhiser, Chair; Tom Gay, Jim Wieler, Bob Tucker.  
23

24 Water & Sewer Commission: Leo O’Rourke, Chair; Bob Wilson, Chan Rogers.  
25

26 Others Present: Gino Carlucci, Planning Board Consultant.  
27

28 \*\*\*\*\*  
29

30 At 7:00 PM Chairman Trindade called the meeting to order and led the Pledge of Allegiance.  
31

32 **Public Comments:** None.  
33

34 **Approval – Contract Extension – BSC Group:**

35 *The Board reviewed the following information: (1) Memorandum from Stephanie Mercandetti, Director*  
36 *of Community and Economic Development; (2) BSC Contract, Board Approved 12/7/15; and (3)*  
37 *Proposed Contract Extension.*  
38

39 Present: Stephanie Mercandetti, Director of Community and Economic Development; and Andy  
40 Rodenhiser, Chair, Planning and Economic Development Board.  
41

42 Ms. Mercandetti stated there are some unfinished pieces of work so the contract needs to be extended.  
43 Both Ms. Mercandetti and Mr. Rodenhiser indicated they are satisfied with the work thus far. We have  
44 had outreach and visits and have received some waiver requests which represent cost savings. We also  
45 do not have to secure appraisals on Town-owned properties. We want to do appropriate community  
46 outreach with public forums when people are back from vacation in the fall. This extension simply adds  
47 more time to the contract, and there are no other changes.  
48

49 Mr. Boynton reported that the contract has been vetted by Town Counsel. Ms. Mercandetti noted that  
50 this is just one step in the process before the Urban Renewal Plan is submitted to the State, adding that it  
51 must get a favorable vote at Town Meeting. Brief discussion followed.  
52

1  
2 Responding to a question from Selectman Crowley, Ms. Mercandetti estimated that the project should be  
3 completed by November. Mr. Rodenhiser noted that it is a fairly smooth process with a lot of good  
4 people working on it. Selectman Crowley asked that someone come in and give the Board an update in  
5 September or October.  
6

7 **Selectman White moved that the Board execute a contract extension with BSC Group for the**  
8 **preparation of an urban renewal plan as presented; Selectman Crowley seconded. No discussion.**  
9 **VOTE: 4-0-0.**

10  
11 **Approval – Inter-municipal Agreement with Town of Holliston for Health Agent Services:**

12 *The Board reviewed the following information: (1) Memorandum dated August 10, 2016 from the Health*  
13 *Director; and (2) Contract.*

14  
15 Mr. Boynton clarified that this agreement is designed to assist both communities when their respective  
16 staff is away on vacation or otherwise out of the office for an extended period.  
17

18 **Selectman D’Innocenzo moved that the Board execute an inter-municipal agreement with the Town**  
19 **of Holliston for Health Agent Services, as presented; Selectman White seconded. No discussion.**  
20 **VOTE: 4-0-0.**

21  
22 **Contract Awards – Friends of Medway Athletics, Coakley Concession Stand:**

23 *The Board reviewed the following information: (1) Letter dated July 22, 2016 from Lynne Sheehan,*  
24 *FOMA President; (2) FOMA proposal; and (3) Contract. It is noted that the contract has been sent to*  
25 *Town Counsel for review.*

26  
27 Mr. Boynton stated that the contract is simple and straightforward. We put out an RFP and several bids  
28 came in. This group has been vetted by the Parks and Recreation Commission and it recommends  
29 approval.  
30

31 **Selectman White moved that the Board award a contract for the operation of the Coakley**  
32 **Concession Stand to the Friends of Medway Athletics subject to Town Counsel approval;**  
33 **Selectman Crowley seconded. Selectman Crowley asked Mr. Boynton to contact the group**  
34 **tomorrow as this process is behind schedule. VOTE: 4-0-0.**

35  
36 **Discussion – MS4 Regulations:**

37 *The Board reviewed the following information: (1) PowerPoint presentation entitled “Integrated Water*  
38 *Resources Management and Medway”; (2) Spreadsheet displaying Tasks and Timeline.*

39  
40 Present: Tom Holder, Director, Department of Public Services; Kirsten Ryan and Betsy Frederick,  
41 Kleinfelder; Tom Kenney, Deputy Executive Director and Education Manager, New England Water  
42 Works Association.  
43

44 Chairman Trindade explained that various groups have been invited to this meeting so they know what  
45 will be happening and how it may impact some of the things handled by the respective groups. Mr.  
46 Boynton added that this initiative has been around for a few years, but the EPA has not closed the  
47 window on the removal of the nutrients that have been deposited into the rivers. This is an expensive  
48 proposition. We have 200 outfalls in Medway.  
49

50 The Town of Medway is joined with a couple dozen other communities on looking into a legal issue  
51 regarding compliance and the level of compliance based on definitions of industry standards.

1  
2 Tom introduced Ted Kenney, Deputy Executive Director and Education Manager, New England Water  
3 Works Association.  
4

#### 5 Integrated Water Resources Management

6 Ms. Ryan stated that she will review Integrated Water Resources Management as they relate to the Town  
7 of Medway. Medway has been getting ready for the final permit for the past couple of years. She noted  
8 that she and Mr. Holder were here on June 20 to present cost projections. The annual cost will be  
9 approximately \$475,000 per year for the first five years. We do not, however, have a handle on the  
10 ancillary costs of construction, cost of land, and other preparatory measures. The capital costs are  
11 unknown. She cautioned that the overall totals could be in the \$10-15 million area. Those lands may be  
12 in competition for other uses in the community so it would make those decisions sooner rather than later.  
13

14 Selectman Crowley asked the Town Administrator if any of these costs have been built into the FY17  
15 budget. Mr. Holder responded that the Department of Public Services has built some into the  
16 departmental budget in three areas: Stormwater Operating funds, Grant funds and Integrated Water  
17 Resources Management Program (IWRMP) funds.  
18

19 Ms. Ryan proceeded to explore how Medway's water resources management can be integrated into the  
20 MS4 program as a multitasking endeavor. Utilizing a PowerPoint presentation, she began with a review  
21 of integrated planning and fields some questions from the audience on phosphorous levels. Ms. Betsy  
22 Frederick, also from Kleinfelder, explained that the number was determined by a formula on water being  
23 deposited, coupled with the runoff from wastewater facilities. There is a mechanism in the permit for an  
24 appeal if the community believes its phosphorous baseline number is not what it is proclaimed to be.  
25 There would have to be an analysis of land use and other factors. It was based on a 2005 study.  
26

27 At this time, Mr. Holder explained the Maximum Extent Practicable concept. Mr. O'Rourke asked for a  
28 copy of the study. Brief discussion followed during which Mr. Boynton reminded everyone that this is  
29 not legislation but regulations handed down from the federal level. Per the terms of the permit we are  
30 obligated to fall under, we have to accomplish certain tasks (i.e., identifying outfalls and other factors)  
31 and components of the process, and after that point we should be able to determine the test number.  
32

33 Selectman Crowley asked if Medway's number is below the required minimum level, do we still have to  
34 complete the remaining tasks for millions of dollars. Mr. Frederick responded that the EPA defines  
35 particular controls by which the phosphorous can be controlled. Ultimately, the EPA would like  
36 communities to get property owners who are contributing to the high phosphorous levels to reduce or  
37 eliminate the nutrient before it is discharged into the municipal system. Selectman Crowley expressed  
38 concern that the Board of Selectmen needs to have a better handle on what the costs could be. Ms. Ryan  
39 clarified that high cost could be a multiple of one's levels, and not necessarily absolute. Mr. Chan  
40 Rogers stated that this is like a trial balloon on the Charles River and we will just have to wait and see  
41 how it all falls out. Precise answers are not available at this time.  
42

43 Brief discussion followed on the Benefits of Integrated Water Resources Planning.  
44

#### 45 Timeline & Tasks

46 Ms. Ryan distributed a chart referencing specific tasks and the fiscal quarter in which each task should be  
47 addressed and/or accomplished. Development of the Stormwater Management Plan is the first thing in  
48 Q3 of FY17, and the Notice of Intent is in Q4 of FY17. She briefly reviewed it, explaining as she went  
49 along. She stressed the importance of trying to get ahead on some tasks as doing so will represent cost  
50 savings if these things can be rolled into the overall project sooner than outlined. Brief discussion  
51 followed on projected costs, noting that this is on top of regular maintenance tasks performed by DPS.

1 Mr. Boynton added that we have to get caught up to what should be in the 2016 level as we are behind on  
2 some things. Now that we have a GIS person, some of the mapping may be a little more streamlined.

3  
4 Responding to a question from Mr. O'Rourke on the Phosphorous Control Plan, Mr. Ryan stated that it is  
5 an estimate even though the costs may vary, based on how each piece of the plan is accomplished. She  
6 added that these figures are her recommendations for budgeting purposes and do not necessarily represent  
7 actual costs. It was noted that sources of phosphorous are varied, but exhaust from vehicles contributes,  
8 making runoff from each roadway also a contributing factor.

9  
10 Selectman Crowley noted that he had some questions about budgeting with respect to Enterprise accounts  
11 and other funding sources. Mr. Holder responded that those have already been built into the program,  
12 based on 2011 figures. Selectman Crowley asked for updated numbers and a breakdown of funds. Mr.  
13 Chan Rogers pointed out that the whole purpose was for the EPA to get involved.

#### 14 15 Next Steps

16 Chairman Trindade asked when the Selectmen will need to make some decisions. Mr. Holder responded  
17 that he and the Kleinfelder representatives will come back in September or October.

18  
19 Chairman Trindade asked if there are things that should be included in rules and regulations that the  
20 Planning Board needs to weigh in on, such as zoning bylaws or other things, that should be addressed at  
21 Annual Town Meeting. Mr. Holder responded that work has already been done on some things with  
22 some staff, and members of those groups have been invited tonight.

23  
24 Mr. Gino Carlucci, Planning Board consultant, stated he has been working with the Planning Board. The  
25 basic framework is that, for any activity requiring a permit from either the Planning Board or  
26 Conservation Commission, the stormwater portion (with respect to design standards) will be handled at  
27 that time. Other things will go through the Planning and Economic Development Board.

28  
29 Mr. David Blackwell, Conservation Commission, asked that the materials be online before the meeting  
30 for the benefit of residents.

31  
32 Ms. Ryan clarified that she is not connected with all the tasks already being done so the costs she's  
33 prepared may actually be lower if those tasks are near completion.

34  
35 Selectman Crowley asked that the DPS secure a phosphorous level right now to see where we stand. He  
36 asked whether it was true that we could not apply for the new permit until the old one expires. Ms.  
37 Frederick responded that the Town can submit information on land use data indicating that the actual load  
38 was inaccurate, but the permit is what it is. There is a rigorous plan, but some of the components are  
39 seasonal tasks which would preclude the notion that it could be completed ahead of schedule.

40  
41 General discussion followed.

#### 42 43 **Entertainment License Request – Medway Community Farm, August 20, 2016:**

44 *The Board reviewed an Application and Police Chief's Recommendation.*

45  
46 **Selectman D'Innocenzo moved that the Board authorize an entertainment license for Medway**  
47 **Community Farms for their event to be held at 55 Winthrop Street on August 20, 2016 subject to**  
48 **Police Chief's Recommendations; Selectman White seconded. No discussion. VOTE: 4-0-0.**

#### 49 50 **Approval – One-Day Liquor Requests:**

1 *The Board reviewed Applications and Police Chief Recommendations for the following Thayer Homestead*  
2 *events: (1) James Deso, September 10, 2016; (2) Robin Stuart, September 11, 2016; (3) Kathy Cruz,*  
3 *September 17, 2016; and (4) Angela Price, September 24, 2016.*

4  
5 **Selectman White moved that the Board approve one-day liquor licenses for Jamie Deso, Robin Stuart,**  
6 **Kathy Cruz & Angela Price respectively for their events to be held at the Thayer Homestead, subject**  
7 **to Police Chief's recommendations and evidence of appropriate insurance coverage; Selectman**  
8 **D'Innocenzo seconded. No discussion. VOTE: 4-0-0.**

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

11 *The Board reviewed the Action Item List.*

12  
13 Mr. Boynton reported that the cable license renewal process is moving forward. The Ascertainment  
14 Hearings for both Comcast and Verizon will be held in September, for both Comcast and Verizon.

15  
16 DPS Building Facility Committee will meet sometime after Labor Day to discuss next steps. We need to  
17 set up the RFP process for the designer as well as get a professional on board in order to move forward.

18  
19 Mr. Boynton reminded the Board that EPFRAC committee will be meeting tomorrow at the Senior Center  
20 to discuss the RFP relative to recreational improvements.

21  
22 **Approval of Warrants:**

23 *The Board reviewed Warrants 17-8 and 17-7AS.*

24  
25 Selectman D'Innocenzo, Clerk, read aloud Warrants 17-8 and 17-7AS, dated 8-18-16, as follows:

|    |        |      |                |       |              |
|----|--------|------|----------------|-------|--------------|
| 26 | 17-8   | Town | Expenses       | \$872 | ,702.40      |
| 27 |        |      |                |       |              |
| 28 | 17-7AS |      | School Payroll |       | \$ 2,970.77  |
| 29 |        |      | TOTAL          |       | \$875,673.17 |
| 30 |        |      |                |       |              |

31 **Selectman White moved that the Board approve the Warrants as read; Selectman Crowley**  
32 **seconded. No discussion. VOTE: 4-0-0.**

33  
34 **Town Administrator's Report:**

35 Mr. Boynton stated that the Town needs to begin a planning process for some natural resource areas in the  
36 community. These range from management to forestation. These areas continue to have trees dying and  
37 the reason is unknown. Is it a water issue, a tree issue or the result of beaver dams? At this point, all  
38 opinions and suggestions are welcome.

39  
40 Regarding the proposed Exelon expansion, the DEP is issuing a draft Air Permit and a public hearing is  
41 required. Ms. Stephanie Mercandetti, Community Development Director, is working with the School  
42 Department to identify a space for the hearing to take place in late September. The EFSB permit has not  
43 yet been issued.

44  
45 The funds that Exelon contributed (\$50,000) for emergency preparedness for improving emergency  
46 power supply have been used to upgrade the electrical power connection at the high school. This will be  
47 powerful enough to support a large emergency power trailer.

48  
49 In conclusion, Mr. Boynton reminded the Board that the Town Administrator contract expires at the end  
50 of this fiscal year.



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**Selectmen's Reports:**

There were no reports.

**At 8:45 PM Selectman D'Innocenzo moved to adjourn; Selectman White seconded. No discussion.  
VOTE: 4-0-0.**

Respectfully submitted,  
Jeanette Galliardt  
Night Board Secretary

DRAFT

# **AGENDA**

## **ITEM #13**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #14**

**Selectmen's Reports**

# EXECUTIVE SESSION

**Proposed Motion:** I move that the Board enter into executive session under Exemption 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. The Board will not return to Public Session. (Winter St/Barber St)