

## **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**

**November 30, 2016, 8:00 AM**

**Town Administrator's Conference Room**

**155 Village Street**

### **Agenda**

8:00 AM

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

#### Other Business

1. Approval of One-Day Liquor License Request – Jeffrey Ward – Thayer Homestead, December 3, 2016
2. Approval – Contract with Siemens Industry for Installation of Energy Efficient LED Street Lighting - \$99,675

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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

December 5, 2016 --- Regular Meeting

December 19, 2016 --- Regular Meeting

January 3, 2017 ---- Regular Meeting

# AGENDA

## ITEM #1

**Approval – One-day Liquor License Request –  
Jeffrey Ward - Thayer Homestead December 3,  
2016**

**Associate backup materials attached:**

- Application
- Police Chief's Recommendation

**Proposed Motion:** I move that the Board approve a one day liquor license for Jeffrey Ward for an event to be held at the Thayer Homestead December 3, 2016, 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: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol [X] Wine and Malt [ ]

Event 30th Birthday Party

Name of Organization/Applicant Jeffrey Ward

Address [Redacted]

FID# [Redacted]

Phone [Redacted] Fax [ ] Email [Redacted]

Non-Profit Organization Y [ ] N [ ] N/A

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date 12/3/2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5 pm - 11 pm

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

Estimated attendance 25-30 people

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

N/A

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 11/21/2016

Applicant's Signature [Signature]

Applicant's Name Jeffrey Ward

Address [Redacted]

Phone (508) 39

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, 2<sup>nd</sup> Fl

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



# 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

November 29, 2016

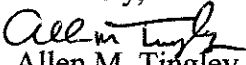
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

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

I have reviewed the request from Jeffrey Ward for a one day liquor license for a 30<sup>th</sup> birthday party, to be held at the Thayer House, 2B Oak Street, on December 3, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages are purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police

# AGENDA

## ITEM #2

**Approval – Contract with Siemens Industry for Installation of Energy Efficient LED Street Lighting - \$99,675**

**Associated backup materials attached:**

- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Siemens Industry for the installation of LED street lighting in an amount not to exceed \$99,675.

**ENERGY MANAGEMENT SERVICES – M.G.L. c. 25A, § 14**

Streetlight LED Retrofit

This Energy Management Services Contract (hereinafter “Contract” or “Agreement”) is made and entered into as of \_\_\_\_\_, 201\_ (“Effective Date”) by and between **SIEMENS INDUSTRY** (hereinafter “ESCO”), a Massachusetts business entity having its principal offices at 8 Progress Rd, Billerica, MA 01921, and the **Town of MEDWAY, Massachusetts** (hereinafter the “Customer”), a municipal corporation and a political subdivision of the Commonwealth of Massachusetts, having its principal offices at 155 Village St, Medway, MA for the purpose of furnishing and assuring the performance of certain energy conservation measures at the buildings, facilities and properties (“Facilities”) identified in the scope of work attached hereto as **Exhibit A**.

**WHEREAS**, Customer has been designated a Green Community by the Massachusetts Department of Energy Resources (“DOER”) and, as such, has been awarded a grant by the DOER for use with DOER-approved projects (“DOER Grant”);

**WHEREAS**, based upon its audit of various Customer facilities and the energy usage associated with such facilities, ESCO has identified energy conservation measures which, if implemented, will reduce Customer’s energy usage, all as reflected in ESCO’s October 26, 2016 Green Communities Energy Reduction Plan (the “Technical Audit”) prepared for Customer, a copy of which is incorporated herein by reference;

**WHEREAS**, in reliance upon the Technical Audit, Customer has agreed to authorize ESCO to construct and implement certain of the proposed energy conservation measures, as reflected in this Agreement;

**WHEREAS**, the Parties understand that payment by the Town for ESCO’s work under this Contract shall be made solely from the DOER Grant, and therefore, said payment by the Town is limited to the amount of said grant, and subject to DOER’s approval, with the remaining costs, if any, to be paid as set forth herein;

**NOW, THEREFORE**, in exchange for the promises set forth herein, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1: DEFINITIONS**

**Key terms used and capitalized within this contract are defined as follows:**

***Agreement, Contract, or Contract Documents*** – This term refers to this Contract and all documents attached to and incorporated by reference in the Contract, and to any amendments to this Contract signed by the Parties after execution of the Contract.

***Energy Baseline*** – The energy baseline is a calculation or measure of each type of energy consumed in existing facilities prior to the installation of energy conservation measures. The Energy Baseline is shown in the Technical Audit.

***Energy Conservation/Efficiency Measure or “ECM”*** - An activity or set of activities designed to increase the energy conservation or efficiency of all or any part of a facility, including, but not limited to, the installation of new equipment or the modification of or alteration to existing equipment to reduce energy costs by improving efficiency.

**Energy Savings** – The reduction of energy consumption or demand resulting from ECM(s) determined by comparing the energy baseline with the energy consumed (or energy demand) after the ESCO has implemented the ECM(s). The Energy Savings is shown in the Technical Audit.

**Hazardous Waste** – This term has the meaning prescribed by 310 CMR 30.000

**Substantial Completion Date** – The date on which the ECMs are (i) substantially complete and (ii) capable of producing savings substantially equal to or greater than the energy savings, which date shall be certified by the ESCO in writing to Customer.

## **ARTICLE 2: PRICE & CONTRACT TERM**

### 2.1 Total Project Cost and Price

The “total project cost,” as such term is defined in G.L. c. 25A, § 14(a), for this Contract is \$99,675.00, which shall be paid as follows: Subject to the terms of this Contract, the available amount of the DOER Grant, and DOER approval for expenditure of DOER Grant funds, Customer shall pay ESCO no more than \$83,686 (“Contract Price”) for the work performed by ESCO in accordance with the terms of this Contract. The remaining project costs shall be paid to ESCO directly by Eversource in the form of incentives and payments from Eversource’s on-bill repayment program in the amounts indicated in **Exhibit B**, provided that if, due to a change in the quantities of ECMs, Eversource reduces such incentives, Customer shall, subject to appropriation or the availability of funds, pay an amount equal to such reduction, provided further that in no event shall the Contract Price exceed the total project cost set forth above.

Except for sales taxes that are exempt under the Massachusetts Sales Act, ESCO shall be responsible for paying all taxes, fees, and charges related to the work. It shall also be the responsibility of ESCO to obtain and pay for all permits, licenses and governmental approvals required for the work, including, but not limited to, building permits and approval of DOER for use of DOER Grant funds to pay for work performed by ESCO, and approval of DOER, if required, of each ECM proposed by ESCO in **Exhibit A**.

### 2.2 Payment Terms

On a monthly basis, ESCO shall submit applications for payment to Customer for portions of the Contract Price corresponding to the work performed for the applicable month. By submitting an application for payment, Contractor hereby agrees that it shall be deemed to have certified that all of the work for which payment is sought was completed in accordance with all permits, governmental approvals, applicable laws and regulations, and the terms of this Contract, and that ESCO has obtained the approval of DOER for use of the DOER Grant funds to pay for the work that is the subject of each application. Subject to the terms of this Contract, Customer shall pay all undisputed amounts requested in the application within thirty (30) days of Customer’s receipt of a proper application for payment.

### 2.3 Contract Term

Unless terminated earlier in accordance with the provisions of this Contract, the term of this Contract shall be 90 days from the Effective Date, except as may be extended, if at all, under Article 3



below.

## ARTICLE 3: THE WORK

### 3.1 Time for Performance and Final Completion

ESCO shall commence work within ten (10) days of the Effective Date. ESCO shall substantially complete all work, as reasonably determined by Customer, within 60 days from the Effective Date, subject to extensions if and as permitted by this Contract. After Substantial Completion, all remaining work shall be completed within 30 days. ESCO shall, within seven (7) days of the Effective Date, provide a project schedule subject to Customer's approval, which shall not be unreasonably withheld. The work must be performed in a continuous, uninterrupted manner between the hours of 8:00 AM and 4:30 PM, Monday through Friday, provided, however, that work may be otherwise scheduled at the Town's election, and in accordance with a schedule to be agreed to by the Parties, to avoid or minimize interference and inconvenience to the occupants of Customer's buildings, including school buildings.

### 3.2 Scope of Work

The scope of the work shall include all work necessary, incidental and appropriate to accomplish the ECMs contained in **Exhibit A**. ESCO shall perform, supervise, direct and oversee the work using its best ability, skill, attention, and oversight, and in accordance with all applicable local, state and federal laws and regulations (including, but not limited to, the Massachusetts Prevailing Wage Law), prudent industry practices, standards implied by law, permits, governmental approvals, and manufacturers' warranties, if any.

### 3.3 Construction Procedures, Changes to Work and Coordination

ESCO shall be solely responsible for construction means, methods, techniques, sequences, and procedures. No changes to the work may be made by ESCO without the advance written approval of Customer.

ESCO shall promptly correct any work that does not conform with the terms of the Contract. If ESCO fails within seven (7) days of receipt of notice from Customer to commence, and thereafter diligently pursue, a correction of any such non-conforming work, Customer may (i) cause such work to be corrected and deduct all costs and expenses incurred in connection therewith, including fees of architect, engineers and lawyers, from amounts otherwise payable to the ESCO and/or (ii) terminate this Agreement. The foregoing notwithstanding, in the event any non-conformity threatens public health or safety, ESCO shall correct the conformity immediately with or without notice from Customer.

ESCO shall coordinate all work with utilities if and as required at no additional cost or expense to Customer.

### 3.4 Coordination with Maintenance Staff

ESCO shall coordinate all work and fully cooperate with Customer's maintenance personnel, and shall train such personnel in the operation and maintenance of all ECMs, equipment, material and products installed under this Contract. ESCO shall provide a preventive maintenance schedule and procedures

for such equipment.

### 3.5 Material and Equipment Installed

All ECMs, equipment, products and material installed under this Contract shall be subject to Customer's approval. No substitution of any material, product or equipment specified in the Contract shall be made without the advance written approval of Customer, and to be eligible for approval, any such substitution shall be at least equal to the specified material, product or equipment in quality, finish, durability, serviceability and performance for the purpose intended, as determined by Customer.

If applicable, ESCO shall prepare and furnish for Customer's approval at least three (3) maintenance manuals for all ECMs and equipment installed under this Contract.

### 3.6 Removal of Debris and Waste

ESCO will be responsible for proper disposal of construction debris and non-hazardous waste generated by or resulting from its work. ESCO shall not introduce any Hazardous Materials on, in or about the Facilities. Unless otherwise provided in **Exhibit A**, ESCO shall not be responsible for the removal of Hazardous Materials, if any, that existed on the Facilities before the date of this Contract, provided that ESCO has not exacerbated or caused a release or discharge of such materials during the work. In the event ESCO encounters such materials, it shall notify Customer immediately. The foregoing notwithstanding, ESCO shall be responsible for the proper removal, management, disposal and recycling of any polychlorinated biphenyl ballasts and mercury lamps, switches, or thermostats.

### 3.7 Subcontracting

ESCO may not subcontract any part of the work without the advance written approval of the Customer, which shall not be unreasonably withheld, conditioned or delayed, provided that no such approval shall constitute an approval of a subcontractor under in G.L. c. 30, § 39F. ESCO shall be responsible for all of the conduct, acts and omissions of its subcontractors, suppliers, employees, agents, representatives, and other persons for whom ESCO is responsible. Nothing in this Contract shall create any contractual relationship between any such subcontractor, supplier, employee, agent, representative or person and Customer.

### 3.8 Delays

If ESCO is delayed in the commencement or completion of any part of the work due to events beyond ESCO's control (and thus without the fault or negligence of the ESCO), including but not limited to fire, flood, or unavoidable casualties, it must notify Customer of the delay in writing within ten (10) days of the commencement of the event resulting or expected to result in delay. Such notice must include a reasonably detailed explanation of the cause and anticipated extent of the delay, and the extension requested, if any, to the time for completion of the work set forth in Section 3.1. ESCO shall have no claim for additional compensation on account of any delays, including, but not limited to, delays allegedly caused by Customer, and an extension of time, if any, shall be ESCO's sole remedy for any delays. Failure of ESCO to request a time extension in accordance with this Section shall result in the waiver of any claim for such extension. Any decision on ESCO's request for a time

extension shall be final and binding in accordance with Section 7.1 (Dispute Resolution and Claims).

### 3.9 Equipment Location and Access

The buildings and facilities identified in **Exhibit A** (the "Facilities") will be occupied during the work. ESCO shall therefore take all necessary and appropriate precautions to ensure the safety and convenience of occupants during the work.

The ESCO is responsible for the security and risk of loss of partially completed work, and for materials and equipment stored at Customer properties. Only materials and equipment intended and necessary for immediate use shall be brought into the Facilities. Equipment and unused materials shall be removed from each Facility by the end of each workday. Customer shall provide without charge a mutually satisfactory location or locations, if available, for the storage of materials and equipment.

Flammables and combustibles shall not be stored on the Facilities.

### 3.10 Utilities

To the extent water, heat and utilities exist at the Facilities and are available for use, Customer shall allow such water, heat, and utilities to be reasonably consumed by the ESCO without charge for performance of the work. The foregoing notwithstanding, Customer shall not be responsible to install or pay for any facilities or modifications not already in existence that are necessary to access such water, heat, and utilities during the work.

### 3.11 Concealed or Unknown Conditions

ESCO shall not be eligible for additional compensation or extensions of time to complete the work for any subsurface or latent physical conditions of which ESCO knew or should have known, or which do not differ materially or substantially from conditions reflected in the Contract or of which ESCO knew or should have known.

### 3.12 Shutdown of Services

ESCO hereby acknowledges that continuous operation of services, including, but not limited to, heat, water, electricity, gas, sanitary facilities, elevators, fire alarms or protections, and access to the Facilities, including common areas, are essential to the operation of the Facilities. If any such service or access is to be discontinued for any period of time in order to perform the work, ESCO shall give the Customer written notice as far in advance as practicable, but in no event less than seven (7) days in advance. Such discontinuation shall be subject to Customer's approval, which shall not be unreasonably withheld, but may be conditioned by requiring the ESCO to provide and pay for temporary services, or by imposing a time limit on any discontinuation. With respect to fire alarm or other fire protections, if Customer approves a shutdown of such protections, ESCO shall also, in advance, notify the local fire department of any shutdown of service and notify the fire department when such service is restored.

### 3.13 Indemnification and Limitation of Liability

ESCO shall be responsible for the work and take all precautions for preventing injuries to persons and

damage to property in or about the work and Facilities, and for all losses, claims, costs, expenses, including reasonable attorneys' fees, damages and other liabilities resulting or arising from the work. ESCO shall pay or cause payment to be made for all labor performed or furnished and for all material used or employed in carrying out this Contract. In addition to, and not in limitation of, any other rights and remedies available to Customer under this Contract, at law or in equity, ESCO shall defend, indemnify and hold harmless the Customer, their employees, officials and agents from and against any and all third-party claims relating to:

1. Labor performed or furnished and materials used or employed for the work;
2. Inventions, patents and patent rights used in and in doing the work;
3. Injuries to any person caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible;
4. Damage to property, including the Facilities and the work, caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible; and
5. Any act, omission, or fault or neglect of the ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible.

The indemnification obligation includes the payment of reasonable attorneys' fees incurred by Customer in connection with any such claims.

**3.14 Criminal Offender Record Information.** If the Facilities constitute, in whole or in part, school property, the following shall apply:

In accordance with G.L. c. 71, § 38R, and G.L. c. 6, §178KD et seq., and any regulations promulgated pursuant thereto, Customer may request and obtain all available criminal offender record information, national fingerprint-based criminal background checks, and information maintained by the Sex Offender Registry Board (collectively, "C/SORI") for all persons who may perform work or services on school grounds and have direct and unmonitored contact with children. ESCO shall require all individuals, employees, agents, contractors or others working on behalf of ESCO who will be involved in the work or services under this Agreement (and any Contract) to complete and sign a Request Form (or other documents) to obtain C/SORI if, in the sole determination of the Customer, some or all such persons may have direct and unmonitored contact with children during the work or services. If, based on the result of a C/SORI check, Customer determines, in its sole discretion, to exclude any person from furnishing work or services pursuant to this Agreement, ESCO shall ensure that such person is not given access to the Facilities and is prohibited from working under this Agreement (and any Contract).

Notwithstanding the foregoing parts of this section:

As between ESCO and Customer, ESCO shall be solely responsible for the acts and omissions of its employees, agents, contractors and other persons performing services under this Agreement for or on behalf of ESCO. In addition, Customer's exercise or failure to exercise its rights under this Agreement

to conduct C/SORI checks and/or to exclude persons from the Facilities and from working under this Agreement shall relieve ESCO of its obligations thereunder, nor act to waive any of the rights, remedies and defenses available to the Customer under this Agreement, at law and in equity. Furthermore, Customer may, notwithstanding anything to the contrary in this Contract, including without limitation Article 5, terminate this Contract immediately for any failure of ESCO to strictly comply with this section.

## **ARTICLE 4: PERFORMANCE AND EVALUATION OF COMPLETED WORK**

### **4.1 Workmanship and Equipment Warranty**

ESCO hereby assigns to the Customer all warranties of all equipment, products and materials used in the work. In addition to and not in limitation of any other rights and remedies available to Customer under the Contract, at law or in equity, and in addition to and not in lieu or limitation of any applicable statutory limitations periods or manufacturers' warranties, ESCO warrants that, for a period of one year from the date of final completion of the work, as determined by Customer ("Warranty Period"), all equipment, products, materials and the work shall be free from defects in material, manufacture, workmanship and performance, and agrees that if a defect occurs within the Warranty Period, ESCO shall promptly correct and pay for correction of all defects including replacement or repair and all parts and labor.

### **4.2 Representations and Warranties of ESCO**

ESCO represents and warrants as follows:

1. ESCO has performed an "ASHRAE Level 2" audit of the Facilities in accordance with the standards, criteria and recommendations of the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("ASHRAE"), and has determined, based upon the energy savings objectives established by Customer and the limit of DOER Grant funds available for the work, that an "ASHRAE Level 3" audit is neither recommended nor necessary to identify no-cost and low-cost energy savings opportunities and provide ECM recommendations for the Facilities;
2. To the best of ESCO's knowledge, the utility incentives referenced in **Exhibit B**, if any, are reasonably accurate and available as of the Effective Date;
3. To the extent that **Exhibit A** specifies particular products, the energy ratings of such products were accurately used in the calculation of energy and water savings estimates set forth in the Technical Audit;
4. Neither it nor its officers or employees has a financial interest, direct or indirect, in any manufacturer, dealer or distributor of equipment, materials, products or commodities referenced in the Contract or used or incorporated in the work and Facilities, or any interest which would violate G.L. c. 268A, as amended or superseded, whether or not ESCO is subject to said chapter;
5. The "Baseline Energy Usage Overview," the "ECM Savings Overview," and the "ECM Cost and Return on Investment Analysis" that are included in the Technical Audit, and copies of which are attached

hereto as **Exhibit C**, are reasonably accurate and were developed in accordance with all applicable ASHRAE standards, and ESCO's Energy Savings calculations are based on valid and reasonably accurate assumptions, projections and baselines that best represent the true value of future energy or operational savings for the Facility;

7. ESCO is a qualified vendor in Eversource's Project Expediter Program and is eligible to provide energy management services under G.L. c. 25A, § 14(a); and

8. The ECM's set forth in Exhibit A constitute qualified energy conservation projects under G.L. c. 25A, § 14(a), and are included in the local electric utility's current efficiency plan developed by the utility pursuant to G.L. c. 25, § 21.

#### **ARTICLE 5: EVENTS OF DEFAULT**

5.1 The following events or conditions shall constitute an Event of Default by the ESCO and shall give the Customer the right, without an election of remedies, to proceed pursuant to Section 7.01 and/or terminate this Contract by delivery of written notice of termination, upon which event the ESCO shall be liable to the Customer for any and all damages sustained by the Customer:

1. Any representation or warranty made by the ESCO in this Contract which was false or misleading in any material respect when made;
2. The voluntary or involuntary filing of bankruptcy by/against the ESCO or an involuntary assignment for the benefit of creditors, or the liquidation of the ESCO;
3. Any failure by the ESCO to perform or comply with any other material term or condition of this Contract, unless ESCO promptly commences and diligently pursues a cure to completion within thirty (30) days after receipt of written notice of the default from Customer, or if a cure cannot reasonably be completed in thirty (30) days, within and not to exceed ninety (90) days from receipt of notice.

#### **ARTICLE 6: INSURANCE & BONDS**

##### **6.1 Workers' Compensation Insurance**

ESCO shall provide during the life of this Contract Worker's Compensation Insurance in accordance with the Worker's Compensation Act of the Commonwealth of Massachusetts (M.G.L. c149 § 34A and M.G.L. c152) as follows:

Workers Compensation Coverage A	Statutory Minimum
Employer's Liability Coverage B	\$500,000 each accident
\$500,000 disease per employee	
\$500,000 disease policy	

##### **6.2 Comprehensive General Liability**

ESCO shall provide Comprehensive General Liability with the following minimum coverage with

respect to the work and other operations performed by ESCO and its employees, subcontractors, supplier's agents and invitees:

Bodily Injury and Property Damage \$1,000,000 aggregate	\$1,000,000 each occurrence, \$1,000,000 aggregate
Products & Completed Operations	\$1,000,000 aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence

This policy shall include coverage relating to explosion, collapse, and underground property damage and contractual liability coverage. ESCO shall provide a separate "Owners and ESCO's Protective Liability" policy in the name of the Customer at the same limits listed above. The completed operations coverage shall be maintained for a period of two (2) years after the Substantial Completion Date.

### 6.3 Vehicle Liability

ESCO shall provide the following minimum coverage with respect to the operations of the any employee, including coverage for owned, non-owned, and hired vehicles:

Bodily Injury	\$1,000,000 each
person Property Damage	\$1,000,000 each
accident Combined Single Limit	\$1,000,000

### 6.4 Property Coverage

ESCO shall provide the following coverage against loss or damage by fire and against loss or damage covered by the special perils insurance endorsement on all work:

Special Perils	80% of Contract Price minimum
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Upon completion of work, ESCO shall provide an installation floater, in the full amount of the Contract Price, for the requirements set forth above. The policy or policies shall specifically state that they are for the benefit and payable to Customer, the ESCO, and all persons furnishing labor or labor and materials for the work, as their interests may appear.

### 6.5 Customer as Additional Insured

The Customer shall be named as additional insured on the ESCO's liability policies.

### 6.6 Certificates of Insurance

Certificates of insurance, acceptable to the Customer, shall be submitted to Customer prior to the signing of this Contract and shall be renewed upon expiration of ESCO's insurance policies referenced above. Certificates shall indicate that the insurance required by sections 6.1 through 6.5 is in effect. If ESCO fails to maintain such insurance during the term of this Contract, it shall be responsible for all costs, losses, damages and expenses (including reasonable attorneys' fees) arising from such failure, including, but not limited to, losses that would have otherwise been covered



under such insurance had it been maintained. Certificates shall note the thirty (30) day cancellation notice requirement of Section 6.7. All policies shall be issued by companies qualified to do business in Massachusetts and satisfactory to Customer.

#### 6.7 Cancellation of Insurance

Cancellation of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to Customer at least thirty (30) days prior to the effective date thereof, provided that such cancellation, even with the requisite notice to Customer, shall constitute a material breach of this Contract unless renewed or replaced before such cancellation.

### **ARTICLE 7: MISCELANEOUS**

#### 7.1 Dispute/Claim Resolution

Disputes arising under this Contract, including but not limited to disputes regarding changes in and interpretations of the terms or scope of the Contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures:

1. All claims and disputes by the ESCO shall be made in writing and submitted to the Customer for a written decision within ten (10) days of the commencement of the event giving rise to the claim or dispute.
2. ESCO shall continue to perform all work, including any disputed work, pending and notwithstanding any disputes or claims.
3. Within thirty (30) days of submission of the dispute or claim to the Customer, Customer shall issue a written decision on the claim or dispute. Any failure of Customer to issue a decision within such period shall be deemed a denial of the claim or dispute. The decision of Customer shall be final unless arbitrary, capricious or illegal.
4. If Customer is dissatisfied with Customer's decision, it may, subject to the last sentence of subparagraph 3 above, pursue a legal remedy in the appropriate state court in the county within which Customer's principal office is located within 90 days following completion of all work, failing which any claim of Customer shall be deemed waived.

Notwithstanding the foregoing, nothing in this Section 7.1 shall prevent a Party from terminating this Agreement in accordance with its terms.

#### 7.2 Conditions Beyond Control of the Parties

Subject to the claims process set forth in Section 3.8 of this Agreement: Except as otherwise provided herein, if either Party is unable to carry out any material obligation under this Contract due to events beyond its reasonable control, such as insurrections, riots, fires, explosions or floods, this Contract shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates or is resolved, provided that the Party whose performance is affected by such event shall exercise reasonably diligent efforts to mitigate and, if practicable, overcome the

effects of such event, and provided further that if such suspension continues for 90 calendar days notwithstanding any efforts to mitigate or overcome the effects of the event, either Party may terminate this Contract subject to any obligations and liabilities that arose prior to the date of termination.

### 7.3 Access and Inspection

Customer shall have constant access to inspect the work and, upon reasonable advance notice to ESCO, the books, records, and other data created and/or received by ESCO pursuant to this Contract. Records shall be kept by ESCO on a generally recognized accounting basis and all data and calculations shall be kept on file in legible form. Subject to the Massachusetts Public Records Law, all such books, records and data shall be saved or archived for a period of three (3) years after final completion of all work and shall be made available within Massachusetts to Customer for any inspection requested by Customer under this section. Before destruction of any such books, records or data, ESCO shall give Customer ninety (90) days written notice of such destruction, and Customer may, in its discretion and at its cost, make arrangements for the transfer or copying of such books, records or data to/by Customer.

### 7.4 Ownership of Documents

All drawings, documents, reports and other materials prepared by ESCO specifically in performance of this Contract shall become the property of the Customer upon the expiration or earlier termination of the Contract.

### 7.5 Certifications Required by Law

ESCO certifies as follows:

1. **Certificate of Authorization:** If ESCO is a corporation, each person executing this Contract on behalf of the ESCO hereby covenants, represents and warrants that ESCO is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in Massachusetts (evidence thereof to be supplied to Customer upon execution of Contract); and that each person executing this Contract on behalf of the ESCO is an officer of ESCO and is duly authorized to execute, acknowledge and deliver this Contract to the Customer (and a copy of a corporate resolution to this effect shall be supplied to Customer upon execution of Contract).
2. **Tax Compliance Certification:** Pursuant to G.L. c. 62C § 49A(b), ESCO hereby certifies, under the penalties of perjury, that it has complied with any and all applicable state laws relating to taxes, reporting of employees and contractors, and the withholding and remitting of child support.
3. **Certificate of Non-collusion:** The undersigned certifies under penalties of perjury that this Contract has been made 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 of group of individuals.
4. **Foreign Corporation:** If a foreign corporation, ESCO hereby certifies that it is in compliance with G.L. c. 156D §§ 15.03 and 15.07 (as amended or superseded).

#### 7.6 Assignment

ESCO shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part hereof, or its right, title or interest in the Contract or any part thereof, without the prior written consent of the Customer. ESCO shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Contract, without the prior written consent of the Customer.

#### 7.7 Applicable Law and Severability

This Contract is made and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Contract shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Contract shall be construed as if such provision had never been made part thereof.

#### 7.8 Complete Agreement

This Contract, together with any documents incorporated herein by attachment as an exhibit or by reference, shall constitute the entire and exclusive Contract between both parties and supersedes and terminates all prior arrangements, understandings and agreements, whether oral or written, and this Contract may not be amended or modified except in writing and executed by the Customer and the ESCO.

The failure of either the ESCO or the Customer to insist upon the strict performance of any term or condition hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract.

#### 7.9 Reasonable Cooperation

The parties shall reasonably cooperate during the term of this Contract, including with the execution and delivery of any additional documents that may be reasonably necessary to effectuate the provisions of this Contract.

#### 7.10 Customer Approvals

Notwithstanding anything to the contrary in this Contract, wherever in this Contract Customer is required or permitted to review, approve or disapprove, accept or reject any document, information, work, or other thing, and whenever such review, approval etc. is given whether or not required or permitted in this Contract, neither such review, approval or disapproval, acceptance or rejection, nor any lack thereof, shall act as a waiver of any rights, defenses or remedies available to Customer or relieve ESCO of its duties and obligations under this Contract.

**SIGNATURES**

IN WITNESS THEREOF, the parties have each caused this Agreement to be executed in triplicate on the dates set forth below (the last of which shall be considered the date of execution hereof) by their duly authorized representatives.

ESCO

By: *SIEMENS Industry, Inc*

*David Spence*

Printed Name: **DAVID SPENCE**

Printed Title: *Commercial Controller*

TOWN

By its Board of  
Selectmen \_\_\_\_\_

By:

Printed Name:

Printed Title: **Chairmen, Medway Board  
of Selectmen**

I certify that an appropriation is available  
in the amount of this contract:

*Carol Peet*

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

Dated: *11/22/16*

*23104222 5383*

Approved as to Form:

*KP Law/SEM*

Town Counsel

**EXHIBIT A**  
**FACILITIES AND SCOPE OF WORK**

# SIEMENS

Date: 10/26/2016  
 Customer: Town of Medway  
 Form: Energy Analysis for Contract  
 ECM: LED Streetlights Conversion (unmetered)  
 Source: Eversource DPRS, recent monthly bill

Group: Mobility ITS  
 Calcs by: CES  
 Checked by: RO

Lamp Type	HPS Eversource billing count	Watts Per Fixture	Annual kWh Per Fixture	HPS Total Annual kWh	LED Eversource billing count	Watts Per Fixture	Annual Kwh Per Fixture	LED Total Annual Kwh	HPS to LED kWh Reduction
Mercury Vapor									
20000 (cl 1)	1	480	1,932	1,932	1	0	0	0	0
HPS									
4000 (cl 1)	342	56	244	83,311	342	15.5	65.1	22,364	61,047
18,000 (cl 1)	2	175	735	1,470	2	81.9	260.0	520	950
25,000 (cl 1)	2	265	1,239	2,478	2	81.9	260.0	520	1,958
<b>Totals</b>	<b>347</b>			<b>89,191</b>	<b>347</b>			<b>23,304</b>	<b>63,955</b>

Assumed existing operating cost per kWh \$ 0.20

Estimated Year 1 annual supply & distribution cost savings \$ 12,791.03

Estimated Capital Cost \$99,675.00

Assumed Eversource incentive rate per kWh reduced \$ 0.25

Eversource pre-approval incentive \$ 23,640.75

Net Capital Cost (Gross cost minus incentive) \$ 76,034.25

Net Simple Payback (net cost/annual cost savings) 5.9 years

Net Capital Cost (\$) per kWh Reduced \$ 1.19

**Project Pay Item Schedule**

**Customer:**

**Medway, MA**

<b>Base Scope: LED Retrofit</b>						
<b>ITEM</b>	<b>Type</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	A	ATBS B MVOLT R2 3K AO MP NL P7 PCSS	342	EA	\$ 285.00	\$ 97,470.00
2	B	ATBS E MVOLT R2 3K AO MP NL P7 PCSS	2	EA	\$ 295.00	\$ 590.00
3	C	ATBS F MVOLT R2 3K AO MP NL P7 PCSS	2	EA	\$ 305.00	\$ 610.00
4	D	ACP1LED 407A MVOLT65 3K YG GY 0643 NL P7	1	EA	\$ 1,005.00	\$ 1,005.00
<b>TOTAL LED Retrofit Project Cost (gross cost, not including incentive credit)*</b>			<b>347</b>			<b>\$ 99,675.00</b>
Average cost per fixture for LED retrofit (including 10% contingency)						\$ 287.25

*\*NON-BINDING FIGURES PROVIDED ASSUMING NO ADDITIONAL INFRASTRUCTURE IMPROVEMENTS ARE REQUIRED TO PROVIDE A FUNCTIONING LED STREET LIGHT SYSTEM.*

**EXHIBIT B**

**EVERSOURCE INCENTIVES**



**TO:** ROBERT WEISS  
MEDWAY LED STREETLIGHTING  
155 VILLAGE ST, MEDWAY, MA 02053

**FROM:** Steven Grattan, Energy Efficiency Consultant, Eversource  
Steven.Grattan@eversource.com  
781-441-8243

**DATE:** 10/06/2016

**SUBJECT:** Retrofit Program Customer Pre-Approval for **Project# NR161170**

Congratulations! Eversource has pre-approved your Retrofit Program application for **MEDWAY LED STREETLIGHTING**. If the energy efficiency measures are installed as proposed, your project will qualify for an incentive payment from Eversource in the amount of **\$23,640.75**. The payment will be **in the form of a check paid to the order of MEDWAY LED STREETLIGHTING**. For additional project details, please refer to the enclosed customer report.

Eversource's incentive payment for this project is subject to the Terms and Conditions a copy of which is provided with this pre-approval letter. In the event that a custom application is submitted, minimum equipment and operation requirements of the proposed measures, as detailed in the enclosed Minimum Requirements Document, must be addressed and satisfied.

**Project completion Date-** Our records indicate that this project is expected to be completed by **DECEMBER 07, 2016**. If at any time the project's completion date is delayed beyond the original expected completion date indicated on your application, please contact the Energy Efficiency Consultant listed in the body of this letter so that a revised project expected completion date is communicated. Informing Eversource ensures that the pre-approved incentive remains in good standing.

**Pre-Approval Expiration Date** - This pre-approval letter expires 180 days from the date of pre-approval.

**Completed Application** - The application form must be complete, and paid invoices (with both material and labor costs) as well as other documentation for all installed measures must be attached.

At Project Completion:

1. Contact the Energy Efficiency Consultant at the email or phone number above.
2. Sign the original Application in the Post Installation section and send it to the Energy Efficiency Consultant.
3. Send the Energy Efficiency Consultant all Paid Invoices associated with the project, including both labor and materials.

**Post-Installation Verification** - An Eversource representative will conduct a post-installation verification of the newly installed equipment to ensure that the installation is consistent with sound engineering practices and the pre-approved application.

Please contact Eversource as soon as the project has been completed to ensure that a post-inspection of the installed measures is scheduled in a timely manner. The incentive payment will be issued once the application is complete, the equipment is installed and operating, and proof of purchase is submitted to Eversource at the above address.

At Eversource, we're committed to delivering great service. Please contact me should you have any questions or if I may be of any further assistance. Thank you and have a great day.



**Project Id:** NR161170

**Project Status:** Preapproved

**Expected Completion Date:** 12/07/2016

**Payment Approval Date:**

**Incentive Recipient:** Check to Customer

**Installation Contractor Information**

Installed By: SIEMENS INDUSTRY INC

Contact Person: RICHARD OHEARN

Telephone: (774)521-4967

**Customer Information**

Electric PA:	Eversource			Elec Acct No:	25629361004
Gas PA:	N/A			Gas Acct No:	
Facility Name:	MEDWAY LED STREETLIGHTING				
Street Address:	155 VILLAGE ST				
City:	MEDWAY	State:	MA	Zip:	02053
Contact Person:	ROBERT WEISS			Telephone:	(508)321-4871
Email Address:	RWEISS@TOWNOFMEDWAY.ORG				

**Savings and Incentives Summary**

Application Type	Electric Incentive	Gas Incentive	Total Incentive	Gross Annual kWh Savings	Therm Savings
Custom Application	\$23,640.75	\$0.00	\$23,640.75	94,563	0
<b>Enhanced Incentive</b>	\$0.00	\$0.00	\$0.00		
<b>Total</b>	\$23,640.75	\$0.00	\$23,640.75	94,563	0

**EXHIBIT C**

**BASELINE ENERGY USAGE OVERVIEW, ECM SAVINGS OVERVIEW, AND ECM COST  
AND RETURN ON INVESTMENT ANALYSIS**

486076/9001/0071

# SIEMENS

**Date:** 10/26/2016  
**Customer:** Town of Medway  
**Form:** Energy Analysis for Contract  
**ECM:** LED Streetlights Conversion (unmetered)  
**Source:** Eversource DPRS, recent monthly bill

**Group:** Mobility ITS  
**Calcs by:** CES  
**Checked by:** RO

Lamp Type	HPS Eversource billing count	Watts Per Fixture	Annual kWh Per Fixture	HPS Total Annual kWh	LED Eversource billing count	Watts Per Fixture	Annual Kwh Per Fixture	LED Total Annual Kwh	HPS to LED kWh Reduction
Mercury Vapor									
20000 (cl 1)	1	480	1,932	1,932	1	0	0	0	0
HPS									
4000 (cl 1)	342	58	244	83,311	342	15.5	65.1	22,264	61,047
16,000 (cl 1)	2	175	735	1,470	2	61.9	260.0	520	950
25,000 (cl 1)	2	295	1,239	2,478	2	61.9	260.0	520	1,958
<b>Totals</b>	<b>347</b>			<b>89,191</b>	<b>347</b>			<b>23,304</b>	<b>63,955</b>

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Estimated Capital Cost \$99,675.00

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Eversource pre-approval incentive \$ 23,640.75

Net Capital Cost (Gross cost minus incentive) \$ 76,034.25

Net Simple Payback (net cost/annual cost savings) 5.9 years

Net Capital Cost (\$) per kWh Reduced \$ 1.19

**Project Pay Item Schedule**

**Customer:**

**Medway, MA**

<b>Base Scope: LED Retrofit</b>						
ITEM	Type	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
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2	B	ATBS E MVOLT R2 3K AO MP NL P7 PCSS	2	EA	\$ 295.00	\$ 590.00
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4	D	ACP1LED 407A MVOLT65 3K YG GY 0643 NL P7	1	EA	\$ 1,005.00	\$ 1,005.00
<b>TOTAL LED Retrofit Project Cost (gross cost, not including incentive credit)*</b>			<b>347</b>			<b>\$ 99,675.00</b>
Average cost per fixture for LED retrofit (including 10% contingency)						\$ 287.25

*\*NON-BINDING FIGURES PROVIDED ASSUMING NO ADDITIONAL INFRASTRUCTURE IMPROVEMENTS ARE REQUIRED TO PROVIDE A FUNCTIONING LED STREET LIGHT SYSTEM.*

**DELEGATION OF APPROVAL AUTHORITY FROM  
PRESIDENT KEVIN RIDDETT AND VICE PRESIDENT FINANCE & BUSINESS  
ADMINISTRATION MATTHIAS SCHLELEIN**

**Mobility Management  
Urban Transport / Mainline Transport (RS)  
Intelligent Traffic Systems  
Rail Electrification  
Customer Services**

**SIEMENS INDUSTRY, INC. – MOBILITY DIVISION**

- A. The undersigned **Kevin Riddett, President** and **Matthias Schlelein, Vice President, Finance and Business Administration** of the Mobility Division of Siemens Industry, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested as President and Vice President Finance & Business Administration to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith to the extent the foregoing instruments and are consistent with the limits of authority granted under LoA guidelines and grants of release for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$10 million.

<b>AUTHORIZED SIGNATORIES</b>	
<u>Business Operations (Name/Position)</u>	<u>Finance/Central Support Function (Name/Position)</u>
John Paljug VP - MM	Marsha Smith Senior Director, FBA - MM
Michael Cahill, VP - RS	Christopher Halleus, FBA - RS
Robin Stimson Vice President, RS MK&S	Michael Tyler Senior Director, CS
Chris Maynard Senior Director, RS CS	Madeline Rodriguez Director, RS LOC/BG
Steffen Goeller VP - TPE	Christopher Giesch FBA - TPE
Dave Ward Vice President, RS LOC/BG	James Thornton, Head of Procurement, MO
Marcus Welz ITS	Rajarshi Ghosh ITS BA

- B. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name or on behalf of the Corporation the same documents as referenced in paragraph A, up to and including a transactional limit of \$5 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in Paragraph A, limited to the monetary amount stated in this Paragraph.

<b>AUTHORIZED SIGNATORIES</b>	
<u>Sales Operations (Name/Position)</u>	<u>Finance/Central Support Function (Name/Position)</u>
Douglas Dreisbach Director of Projects -MM	Mary Rachel Pearce Director of Finance & Administration -MM
Bradley Hall	Scott Carper

VP, Sales	Manager, FBA – MM
Jack Wilson MM, Sales	Valerie Conway Senior Director, SCM RS
Steve Gitkin Sales Director - ITS	Jessica Shaiegan MM

- C. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$3 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in Paragraph A, limited to the monetary amount stated in this Paragraph

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
David Gutierrez Director, RS UT	Nikki Bassi Director, RS
Tony Ritter Director, CS	Cathie Steele Segment Controller, RS CS UT
Reiner Martin Director, RS CS	Kim Swain Segment Controller, RS Metros & Coaches
Omid Akbarzadeh-Paydar Business Manager Bogies, RS LOC BG	Fleur Gessner Segment Controller, RS BG
Mark Bennett Vice President, RS Operations	Carrie Hernandez SCC SPR RS
Raymond Ginnell General Project Manager, RS	Michelle Picard Director, RS
Jaimie Doherty	Mirko Giese Director, RI HI BA
Armin Kick Director, RS HI	Claus Maucher Finance Director, ITS Services
Steve Teal Director, ITS Services	

- D. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$1 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in Paragraph A, limited to the monetary amount stated in this Paragraph:

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Stephan Klein, Director, MM	Tommy Charurat Director, Performance Controlling, RS
Paul Eliea, Director, MM	Sandra Kluthausen, Commercial Manager
David Costello, Director, MM	Gisela Kaufmann Controller
Dave Jeanette Manager, MM	Rudolf Wagner Performance Controlling
Jim Lyons Sr. Manager, MM	Constanze Kutschki Manager, Order Management RS
Jeff Balogh Sr. Director, MM	Kathrin Schicketanz Commercial Project Manager, RS LOC
George Long	Ronald Staggs

Director, Engineering RS	Commercial Project Manager, RS UT
Greg Tindall Director, Quality RS	Mary Matos Commercial Project Manager, RS UT
Robert Martner Senior Project Manager, RS LOC	Vesa Venttinen Commercial Project Manager, RS UT
Jeffrey Curran Project Manager, RS UT	Alexander Jankowski Commercial Project Manager, RS UT
Duane Kopp Project Manager, RS UT	Christine Jaw Commercial Project Manager, CS
Ron VanHuiksloot Project Manager, RS UT	Steffen Hertel Commercial Project Manager, RS LOC
Thomas Stehlik Project Manager, RS UT	Larry Chen Commercial Project Manager, CS
Vlorel Aninolu Project Manager, RS UT	Kavita Patel Commercial Project Manager, CS
Carsten Nebe Project Manager, RS UT	Paul Berquam, Director, Business Continuity RS
Mark Anderson Project Manager, CS	Patrick Blackburne Commercial Project Manager, RS
Aaldrik Metting Project Manager, CS	Craig Debevoise Projects Commercial
Jochen Woern Project Manager, CS	Christoph Hilgers Director, Operations Controlling RS
Brad Bonn Project Manager, CS	Manuel Schirrhofer Commercial Project Manager, RS LOC
Chander Khanna, Sr. Director, Manufacturing Processes RS	Miriam Sheer Commercial Project Manager, CS
Paul Aichholzer Project Manager, RS LOC	Christopher Smith Commercial Project Manager, RS UT
Digant Dave, Project Manager, CS	David Spence Commercial Project Manager
Ibrahim Kalender Project Manager, RS BG	Stefan Hofer Commercial Project Manager
Barry Sidler Program Manager, CS	Sabine Andrikos Commercial Service Manager
Michael Diaz Projects	Natalie Maga Commercial Project Manager, MM
Dimitrios Andrikos Sales Operations	Matthew Chalmers Commercial Project Manager, MM
Christopher Romeo Operations manager	Michael Danka Commercial Project Manager, MM
Mike Emmons Operations Manager	
Luis Correia Project Manager, CS	
Trine Boedker Jensen Project Manager, CS	
Michael Hutchens Operations Manager	
William Tucker Operations Manager	
Christopher Mcelroy Service Account Manager	

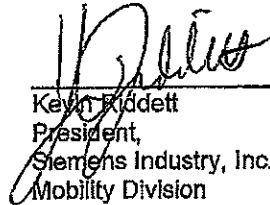
E. It is further acknowledged that each of the signatures of the persons referred to in paragraphs A, B, C and D are binding upon the Corporation.

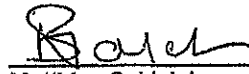


- F. It is further acknowledged that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- G. It is further acknowledged that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- H. It is further acknowledged that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of January, 2016.



  
\_\_\_\_\_  
Kevin Kiddett  
President,  
Siemens Industry, Inc.  
Mobility Division

  
\_\_\_\_\_  
Matthias Schlein  
Vice President, Finance and Business Administration  
Siemens Industry, Inc.  
Mobility Division

**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** Siemens Industry, Inc.

Corporate Name (please print or type)	
---------------------------------------	--

*David A. Spence*

October 5, 2016

Signature of Corporate Officer	Date
--------------------------------	------

David A. Spence

Commercial Project Manager

Name of Corporate Officer (please print or type)	Title
--	-------

13-2762488

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.



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.

David A. Spence

Signature of individual submitting bid or proposal

Siemens Industry, Inc.

Name of Business (please type or print)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2	<b>1</b> Name (as shown on your income tax return) Name is required on this line, do not leave this line blank	Siemens Industry, Inc.		
	<b>2</b> Business name/disregarded entity name, if different from above	N/A		
	<b>3</b> Check appropriate box for federal tax classification, check only one of the following seven boxes <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner <input type="checkbox"/> Other (see instructions) ▶ _____	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3) Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>E</u> <small>(Applies to accounts maintained outside the U.S.)</small>	<b>5</b> Address (number, street, and apt or suite no.)		Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	100 Technology Drive		Town of Medway 155 Village St. Medway, MA 02053
	<b>7</b> List account number(s) here (optional)	Alpharetta, GA 30005		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
or										
Employer identification number										
1	3		-	2	7	6	2	4	8	8

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- 1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3 I am a U.S. citizen or other U.S. person (defined below), and
- 4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ Sandra W. Blair

Date ▶ 10/05/16

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- 1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2 Certify that you are not subject to backup withholding, or
- 3 Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4 Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2016

**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).**

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		<b>CONTACT NAME:</b>	
100129-MOBI--16/17                      MOBI    Spence		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> SIEMENS INDUSTRY, INC. MOBILITY DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> HDI Global Insurance Company	<b>NAIC #</b> 41343
		<b>INSURER B :</b> The Travelers Indemnity Company	25658
		<b>INSURER C :</b> Travelers Property Casualty Co. of America	25674
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES                      CERTIFICATE NUMBER:** NYC-008593338-01                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLD1110108	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL. \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2JCAP7440L34A16	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED    RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2JUB7440L27116 (AOS)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B				TRKUB7440L28316 (AZ, MA, OR & WI)	10/01/2016	10/01/2017	E.L. EACH ACCIDENT \$ 1,000,000
C				TWXJUB7440L33816 (OH & WA)	10/01/2016	10/01/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: 610P-00007  
TOWN OF MEDWAY, MA IS HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES. SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY.  
  
\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

**CERTIFICATE HOLDER                      CANCELLATION**

TOWN OF MEDWAY, MA 155 VILLAGE ST. MEDWAY, MA 02053	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2016

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).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		<b>CONTACT NAME:</b>	
100129-FED-CRIME-16/17      MOBI      Spence		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> SIEMENS INDUSTRY, INC. MOBILITY DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Property Casualty Company of America	<b>NAIC #</b> 25674
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-008593341-01      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	FIDELITY/EMPLOYEE DISHONESTY			TC2JFID7440L39916	10/01/2016	10/01/2017	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 610P-00007

<b>CERTIFICATE HOLDER</b> TOWN OF MEDWAY, MA 155 VILLAGE ST. MEDWAY, MA 02053	<b>CANCELLATION</b> 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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